

UNOFFICIAL COPY

Mortgage

Loan No.

01-44980-04

(Corporate Land Trustee Form)

C 8921341000

THIS INDENTURE WITNESSETH: That the undersigned

ITASCA BANK & TRUST COMPANY

a corporation organized and existing under the laws of the

STATE OF ILLINOIS

not personally but as Trustee under the provisions of a Deed or Deeds in trust duly recorded and delivered to the undersigned in pursuance of a Trust Agreement dated AUGUST 14, 1987 and known as trust number 10505, hereinafter referred to as the Mortgagor, does hereby Mortgage and convey to

CRAGIN FEDERAL SAVINGS & LOAN ASSOCIATION

now known as **CRAGIN FEDERAL BANK FOR SAVINGS**

a corporation organized and existing under the laws of the **UNITED STATES OF AMERICA**

hereinafter referred to as the Mortgagee, the following real estate in the County of **COOK**

in the State of **ILLINOIS**, to wit:

**LOT 1 IN CRABTREE TRAILS OF SOUTH BARRINGTON BEING A SUBDIVISION
IN THE NORTH HALF OF SECTION 22, TOWNSHIP 42 NORTH, RANGE 9,
EAST OF THE THIRD PRINCIPAL MERIDIAN, IN BARRINGTON TOWNSHIP,
COOK COUNTY, ILLINOIS, COMMONLY KNOWN AS 2 WESTLAKE DRIVE, SOUTH
BARRINGTON, ILLINOIS 60010.**

PERMANENT INDEX # 01-22-104-001

Together with all buildings, improvements, fixtures or appurtenances now or hereafter erected thereon or placed therein, including all apparatus, equipment, fixtures, or articles, whether in single units or centrally controlled, used to supply heat, gas, air conditioning, water, light, power, refrigeration, ventilation or other services, and any other thing now or hereafter therein or thereon, the furnishing of which by lessors to lessees is customary or appropriate, including screens, window shades, storm doors and windows, floor coverings, screen doors, door beds, awnings, stoves and water heaters all of which are intended to be and are hereby declared to be a part of said real estate whether physically attached thereto or not, and also together with all easements and the rents, issues and profits of said premises which are hereby pledged, assigned, transferred or set over unto the Mortgagee, whether now or at hereafter to become due as provided herein. The Mortgagee is hereby subrogated to the rights of all mortgagee, shareholders and owners paid off by the proceeds of the loan hereby secured.

TO HAVE AND TO HOLD the said property, with said buildings, improvements, fixtures, appurtenances, apparatus and equipment, and with all the rights and privileges thereunto belonging, unto said Mortgagee forever, for the uses herein set forth, free from all rights and benefits under the homestead, exemption and valuation laws of any state, which said rights and benefits said Mortgagor does hereby release and waive.

TO SECURE

(1) (a) the payment of a Note executed by the Mortgagor to the order of the Mortgagee bearing even date herewith in the principal sum of **FOUR HUNDRED TWENTY-FIVE THOUSAND AND NO /100** Dollars **425000.00** **25 payable** **18** which Note, **18** day of **January**, **19** **Dollars**

(b) commencing the **18** day of **January**, **19** **Dollars** **18** day of **April**, **19** **Dollars**

(b) for seventeen months next thereafter succeeding and a final payment of the unpaid balance of the principal sum together with all the earned and unpaid interest thereupon and all costs, advances, expenses and penalties, if any, which may have accrued thereupon on or before the first day of APRIL, 1990.

(2) any advances made by the Mortgagee to the Mortgagor, or its successor in title, for any purpose, at any time before the release and cancellation of this Mortgage, but at no time shall this Mortgagee require advances on account of said original Note together with such additional advances, in a sum in excess of **FIVE HUNDRED TEN THOUSAND AND NO /100** Dollars **510000.00**, provided that, nothing herein contained shall be considered as limiting the amounts that shall be secured hereby when advanced to protect the security or in accordance with covenants contained in the Mortgage.

(3) the performance of all of the covenants and obligations of the Mortgagor to the Mortgagee, as contained herein and in said Note.

THE MORTGAGOR COVENANTS:

A. (1) To pay said indebtedness and the interest thereon as herein and in said note provided, or according to any agreement extending the time of payment thereof; (2) To pay when due and before any penalty attaches thereto all taxes, special taxes, special assessments, water charges, sewer service charges, and condominium assessments against said property (including those heretofore due) and to furnish Mortgagee, upon request, duplicate receipts therefor, and all such items extended against said property shall be conclusively deemed valid for the purpose of this requirement; (3) To keep the improvements now or hereafter upon said premises insured against damage by fire, and such other hazards as the Mortgagee may require to be insured against; and to provide public liability insurance and such other insurance as the Mortgagee may require, until said indebtedness is fully paid, or in case of foreclosure, until expiration of the

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Box 403
MORTGAGE

LASCA BANK & TRUST COMPANY
TR NO 10505 DTN. 08-14-87

to

CRAGIN FEDERAL BANK FOR SAVINGS

PROPERTY AT:
2 WESTLAKE DRIVE
SOUTH BARRINGTON, ILLINOIS 60010

Loan No. 01-44980-04-

DEPT-01
T#4444 TRAN 3688 11/17/88 14:10:00
#4645 # D *-88-532115
COOK COUNTY RECORDER

88532115



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K. That upon the commencement of any foreclosure proceeding hereunder, the court in which such bill is filed may at any time, prior, before or after sale and without notice to the Mortgagor, or any party claiming under him, and without regard to the solventy of the Mortgagor or the then value of said premises, or whether the same shall then be occupied by the owner of the equity of redemption as a homestead, appoint a receiver with power to manage and rent and to collect the rents, issues and profits of said premises during the pendency of such foreclosure suit and the statutory period of redemption, and such rents, issues and profits, when collected, may be applied before as well as after the sale, towards the payment of the indebtedness, costs, taxes, insurance or other items necessary for the protection and preservation of the property, including the expenses of such receivership, or on any deficiency decree whether there be a decree therefor in personam or not, and if a receiver shall be appointed he shall remain in possession until the expiration of the bill period allowed by statute for redemption, whether there be redemption or not, and until the issuance of deed in case of sale, but no deed to issue, until the expiration of the statutory period during which it may be issued and no lease of said premises shall be nullified by the appointment or entry in possession of a receiver but he may elect to terminate any lease junior to the lien hereof.

L. That each right, power and remedy herein conferred upon the Mortgagor is cumulative of every other right or remedy of the Mortgagor, whether herein or by law conferred, and may be enforced concurrently therewith, that no waiver by the Mortgagor of performance of any covenant herein or in said obligation contained shall thereafter in any manner affect the right of Mortgagor to require or enforce performance of the same or any other of said covenants; that wherever the context hereof requires, the masculine gender, as used herein, shall include the feminine and the neuter and the singular number, as used herein, shall include the plural; that all rights and obligations under this mortgage shall extend to and be binding upon the respective heirs, executors, administrators, successors and assigns of the Mortgagor, and the successors and assigns of the Mortgagor, and that the powers herein mentioned may be exercised as often as occasion therefor arises.

M. The corporate Trustee named herein being duly authorized to do so by the trust instrument or by any person having a power of disposition over the Trustee does hereby waive any and all rights of redemption from sale under any order or decree foreclosing this mortgage, unless this mortgage, at the time of the execution hereof, covers any land which is improved with a dwelling for not more than four families or is given to secure a loan to be used, in whole or in part, to finance the construction of a dwelling for not more than four families or is used or intended to be used for agricultural purposes.

N. The right is hereby reserved by the Mortgagor to make partial release or releases of the mortgaged premises hereunder without notice to, or the consent, approval or agreement of other parties in interest, including junior liens, which partial release or releases shall not impair in any manner the validity of or priority of this mortgage on the mortgaged premises remaining, nor release any guarantor, co-signer, surety or endorser from personal liability for the indebtedness hereby secured.

O. This mortgage is executed by the undersigned not personally but as Trustee as aforesaid in the exercise of the power and authority conferred upon and vested in it as such Trustee (and said undersigned hereby warrants that it possesses full power and authority to execute this instrument) and it is expressly understood and agreed that nothing herein or in said note contained shall be construed as creating any liability on the said undersigned, either individually or as Trustee aforesaid, personally, to pay the said note or any interest that may accrue thereon, or any indebtedness accruing hereunder or to perform any covenant either express or implied herein contained, all such liability, if any, being expressly waived by the Mortgagor and its executors, administrators, successors and assigns concerned, the legal holder or holders of said note and the owner or owners of any indebtedness accruing hereunder shall look solely to the premises hereby conveyed for the payment thereof, by the enforcement of the lien hereby created in the manner herein and in said note provided or by action to enforce the personal liability of the guarantor, co-signer, surety or endorser, if any.

IN WITNESS WHEREOF, the undersigned corporation, not personally but as Trustee as aforesaid, has caused these presents to be signed by its Trust Officer R. Hedrick, and its corporate seal to be hereunto affixed and attested by its Assistant Secretary, this 22ND day of OCTOBER, A.D. 1988

ATTEST:


Stanley L. Hedrick
Assistant Secretary

STATE OF ILLINOIS } ss.

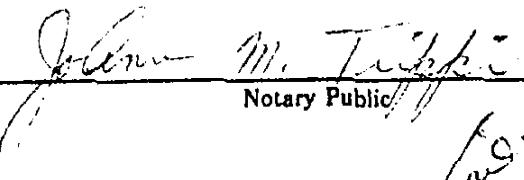
COUNTY OF DuPage I, the undersigned, Jo Ann M. Trippi a Notary Public in

and for said County, in the State aforesaid, DO HEREBY CERTIFY THAT Jules V. Meyering, Jr. personally known to me to be the Trust Officer R. Hedrick of ITASCA BANK & TRUST COMPANY

a corporation, and Stanley L. Hedrick personally known to me to be the Assistant Secretary of said corporation, and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that as such officers, they signed and delivered the said instrument as such officers of said corporation and caused the corporate seal of said corporation to be affixed thereto, pursuant to authority, given by the Board of Directors of said corporation as their free and voluntary act, and as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal, this 22ND day of OCTOBER, A.D. 1988.

"OFFICIAL SEAL"
Jo Ann M. Trippi
Notary Public, State of Illinois
My Commission Expires 6/5/92


Jo Ann M. Trippi
Notary Public

MY COMMISSION EXPIRES June 5, 1992

RICHARD J. JAHNS *for*

THIS INSTRUMENT WAS PREPARED BY
CRAGIN FEDERAL BANK FOR SAVINGS

ASSOCIATION

5133 WEST FULLERTON AVENUE CHICAGO, ILLINOIS 60639

It is understood, agreed and assumed that the interest on each disbursement shall be computed and shall be payable from the actual date on which such disbursement or respective advance of the proceeds of the loan, evidenced by the note secured by this mortgage, was made by the association from time to time during the progress of the construction of the building situated upon the premises herein described all in conformity with the rules and regulations of the association applicable to governing and controlling loans currently in force or which may be adopted hereafter in said respect.

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All assessments, rents, issues and profits of said premises are hereby granted to the wife of the testator, together with the right in case of default, either before or after due date, to sell or otherwise dispose of all such leases and rents, and all the various chattels thereunder, together with the use of any part thereof, and (b) to settle up all debts and expenses and profits on account of said premises and fixtures, and (c) to settle up all debts and expenses and profits on account of any part thereof, together with the use of any part thereof, and (d) to settle up all debts and expenses and profits on account of said premises and fixtures, and (e) to settle up all debts and expenses and profits on account of any part thereof, together with the use of any part thereof, and (f) to settle up all debts and expenses and profits on account of any part thereof, together with the use of any part thereof, and (g) to settle up all debts and expenses and profits on account of any part thereof, together with the use of any part thereof, and (h) to settle up all debts and expenses and profits on account of any part thereof, together with the use of any part thereof, and (i) to settle up all debts and expenses and profits on account of any part thereof, together with the use of any part thereof, and (j) to settle up all debts and expenses and profits on account of any part thereof, together with the use of any part thereof, and (k) to settle up all debts and expenses and profits on account of any part thereof, together with the use of any part thereof, and (l) to settle up all debts and expenses and profits on account of any part thereof, together with the use of any part thereof, and (m) to settle up all debts and expenses and profits on account of any part thereof, together with the use of any part thereof, and (n) to settle up all debts and expenses and profits on account of any part thereof, together with the use of any part thereof, and (o) to settle up all debts and expenses and profits on account of any part thereof, together with the use of any part thereof, and (p) to settle up all debts and expenses and profits on account of any part thereof, together with the use of any part thereof, and (q) to settle up all debts and expenses and profits on account of any part thereof, together with the use of any part thereof, and (r) to settle up all debts and expenses and profits on account of any part thereof, together with the use of any part thereof, and (s) to settle up all debts and expenses and profits on account of any part thereof, together with the use of any part thereof, and (t) to settle up all debts and expenses and profits on account of any part thereof, together with the use of any part thereof, and (u) to settle up all debts and expenses and profits on account of any part thereof, together with the use of any part thereof, and (v) to settle up all debts and expenses and profits on account of any part thereof, together with the use of any part thereof, and (w) to settle up all debts and expenses and profits on account of any part thereof, together with the use of any part thereof, and (x) to settle up all debts and expenses and profits on account of any part thereof, together with the use of any part thereof, and (y) to settle up all debts and expenses and profits on account of any part thereof, together with the use of any part thereof, and (z) to settle up all debts and expenses and profits on account of any part thereof, together with the use of any part thereof.

I in case the mortgaged property, or any part thereof, shall be taken by a condemnor, the mortgagee is hereby empowered to collect and receive all compensation which may be paid for damages to my property taken and condemned in connection with the condemnation of any property so damaged, provided that any excess over the amount of the indemnities shall be delivered to the holder or of his assignee.

H That the Mergersafe may employ counsel for advice or other legal service in which the Mergersafe's interests conflict with any other interest of the Lender or its Subsidiaries or Affiliates, and the Mergersafe shall not be obliged to see to the application of the purchase money if any, shall be paid to the Mergersafe, and the purchaser shall not be liable to the Mergersafe for any amount so paid.

CONFIDENTIAL: This document contains neither recommendations nor conclusions of the California Energy Commission. It has been reviewed by the Office of General Counsel and legal counsel has determined that it is exempt from disclosure under the Public Records Act.

E There is in the internet before to measure payment of said price and obligation whether the entire amount shall have been advanced to the Mortgagor or the
marty to owing to him.

Validity of my claim. The combination of claim in advantage of memory as above authorized, but nothing herein contained shall be construed as放弃了，但本协议的其他条款仍然有效。本协议一式两份，甲乙双方各执一份，具有同等法律效力。

D. That in case of failure to perform, Mortgagor shall ever pay him so convenience, that said Mortgagor may also do in his own discretion, all or any of the convenants herein before mentioned, to secure payment of the sum or sums of money so payable.

4.1. The relationship between the amount of shared resources and the number of users In this section, we will discuss the relationship between the amount of shared resources and the number of users. We will also discuss the relationship between the amount of shared resources and the number of users in different scenarios.

notes. The MasterAgreement is substituted to pay said items as charged or billed without further inquiry.

B in order to provide for the payment of taxes, assessments, insurance premiums, and other annual charges upon the property securing this indebtedness, and after issuance of such promissory notes to pay to the mortgagor a present portion of the current taxes upon the property securing this indebtedness,

imperial measures on all occasions, while my authority as a member of the Privy Council gave me the right to issue proclamations, orders and permits.

list was repeated; (c) (1) To make up to the maximum number of permits any organization or individual may apply for, provided that such application does not exceed the limit of five permits per day.