

(Corporate Land Trustee Form)

THIS INDENTURE WITNESSETH: That the undersigned AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, a National Banking Association

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

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 JANUARY 01, 1988 and known as trust number 104447-01, hereinafter referred to as the Mortgagor, does hereby Mortgage and convey to

CRAGIN FEDERAL SAVINGS & LOAN ASSOCIATION

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:

See Exhibit A attached hereto and made a part hereof.

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 and so over unto the Mortgagee, whether now due or hereafter to become due as provided herein. The Mortgagee is hereby subrogated to the rights of all mortgagee, lienholders 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 ONE MILLION ONE HUNDRED THOUSAND AND NO /100 Dollars 1100000.00 which Note, is payable in monthly installments

(b) shall become due and payable on AUGUST 01, 1989. Said note shall bear interest as therein provided, payable monthly, commencing with MARCH 01, 1988 and on or before the first day of each and every month thereafter succeeding until the said principal sum is paid in full.

(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 Mortgage secure advances on account of said original Note together with such additional advances, in a sum in excess of ONE MILLION ONE HUNDRED TWENTY THOUSAND AND NO /100 Dollars 1120000.00, 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 ~~hereon~~ ~~in good repair~~ ~~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

2-35625

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Property of Cook County Clerk's Office

88060419

403

Box

MORTGAGE

AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO

TR. NO. 104447-01 DTD. 01-01-88

to

CRAGIN FEDERAL SAVINGS AND LOAN ASSOCIATION

PROPERTY AT:
BIESTERFIELD & LEICESTER RDS.
ELK GROVE VILLAGE, ILLINOIS 60007

Loan No. 01-42454-15

UNOFFICIAL COPY

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5133 WEST FULLERTON AVENUE, CHICAGO, ILLINOIS 60639
OF CRAIG FEDERAL SAVINGS AND LOAN ASSOCIATION,
THIS INSTRUMENT WAS PREPARED BY RICHARD J. JAHNS

MY COMMISSION EXPIRES

OFFICIAL SEAL
JAMES DAVIDSON
Notary Public, State of Illinois
My Commission Expires 12/26/90

[Signature]
Notary Public

GIVEN under my hand and Notarial Seal, this 26TH day of JANUARY, A.D. 1988

voluntary act and deed of said corporation, for the uses and purposes therein set forth.
pursuant to authority, given by the Board of Directors of said corporation as their free and voluntary act, and as the free and
said instrument, appeared before me this day in person and severally acknowledged that as such officers, they signed and delivered
Secretary of said corporation, and personally known to me to be the same persons whose names are subscribed to the foregoing
a corporation, and personally known to me to be the Second Vice President of AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO
ASSISTANT SECRETARY

and for said County, in the State aforesaid, DO HEREBY CERTIFY THAT
R. JOHANSEN
personally known to me to be the Second Vice President of AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO
ASSISTANT SECRETARY

STATE OF ILLINOIS }
COUNTY OF Cook }

BY Second Vice President ASSISTANT Secretary
[Signature]

ATTEST:
As Trustee as aforesaid and not personally
AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO

Secretary, this 26TH day of JANUARY, A.D. 1988

IN WITNESS WHEREOF, the undersigned corporation, not personally but as Trustee as aforesaid, has caused these presents to
be signed by its Second Vice President, and its corporate seal to be hereunto affixed and attested by its
ASSISTANT

This mortgage is hereby given 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 ex-
pressly understood and agreed that nothing herein or in said note contained shall be construed as creating any liability to execute this instrument, either individ-
ually or as Trustee aforesaid, or jointly to pay the said note or any interest that may accrue thereon, or any indebtedness accruing hereunder, or to perform
any covenant or agreement contained in or attached to the said note or any liability to execute this instrument, either individually or as Trustee aforesaid,
personally claiming any right or equity in or to the property hereunder, and that so far as the undersigned, either individually or as Trustee aforesaid, personally
are concerned, the legal holder or holder of said note and the owner 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.

O This mortgage is given 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 ex-
pressly understood and agreed that nothing herein or in said note contained shall be construed as creating any liability to execute this instrument, either individ-
ually or as Trustee aforesaid, or jointly to pay the said note or any interest that may accrue thereon, or any indebtedness accruing hereunder, or to perform
any covenant or agreement contained in or attached to the said note or any liability to execute this instrument, either individually or as Trustee aforesaid,
personally claiming any right or equity in or to the property hereunder, and that so far as the undersigned, either individually or as Trustee aforesaid, personally
are concerned, the legal holder or holder of said note and the owner 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.

N The right is hereby reserved by the Mortgagee to make partial release or release of the mortgaged premises hereunder without notice to, or the
consent, approval or agreement of other parties in interest, including junior lienors, which partial release or release shall not impair in any manner the
liability of or part of the mortgage on the mortgaged premises remaining, nor release any guarantor, co-signer, surety or endorser from personal
liability for the same as herein secured.

M The mortgagee is authorized to do so by the trust instrument or by any person having a power of direction over the
Trustee does hereby waive any and all rights of redemption from and under any order or decree foreclosing this mortgage, when this mortgage, at the time
of its execution, 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.

L That each right, power and remedy herein conferred upon the Mortgagee is cumulative of every other right or remedy of the Mortgagee, whether
herein or by law conferred, and may be enforced concurrently therewith, that no waiver by the Mortgagee of performance of any covenant herein or in said
obligation contained shall thereafter in any manner affect the right of Mortgagee to require or enforce performance of the same or any other of said
covenants; that whenever the context hereof requires, the masculine gender, as used herein, shall include the feminine 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 Mortgagee; and that the powers herein mentioned may be exer-
cised as often as occasion therefor arises.

K That upon the commencement of any foreclosure proceedings hereunder, the court in which such bill is filed may at any time, either before or after sale,
and without notice to the Mortgagor, or any party claiming under him, and without regard to the solvency 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 sell and
to collect the rents, issues and profits of all 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 or after the sale, towards the payment of the indebtedness, costs, taxes, insurance or other
charges necessary for the protection and preservation of the property, including the payment of such indebtedness, in any deficiency before which there be
a deficiency therefor in payment or not, and if a receiver shall be appointed he shall remain in possession until the expiration of the full period allowed by statute
for redemption, whether there be redemption or not, and until the receiver is ordered to vacate, and until the receiver is ordered to vacate, he may elect to
terminate any lease junior to the lien hereof.

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EXHIBIT A - LEGAL DESCRIPTION

PARCEL 1:

A tract of land comprising a part of Lot 1 in Village on the Lake Subdivision, being a subdivision of part of the Southwest 1/4 of Section 29, and part of the Northwest 1/4 of Section 32, all in Township 41 North, Range 11 East of the Third Principal Meridian recorded January 25, 1971 as Document Number 21380121 in Cook County, Illinois, as described as follows:

Beginning at the Southeast corner of Lot 1 in said Village on the Lake Subdivision, being also the Southwest corner of Lot 2; thence North 89 Degrees 56 Minutes 50 Seconds West along the South line of Lot 1 and the North line of Biesterfield Road, a distance of 516.38 feet to the Southwest corner of Lot 1, also being on the East line of Leicester Road; thence the following five(5) courses and distance along the East line of Leicester Road; (1) thence North 02 Degrees 02 Minutes 55 Seconds West, a distance of 206.14 feet to a point of curvature; (2) thence 109.20 feet along the arc of a curve to the left, having a radius of 260 feet, the chord bearing North 14 Degrees 04 Minutes 50 Seconds West, a distance of 108.40 feet to a point of reverse curvature; (3) thence 84 feet along the arc of a curve to the right, having a radius of 200 feet, the chord bearing North 14 Degrees 04 Minutes 50 Seconds West, a distance of 83.38 feet to a point of tangency; (4) thence North 02 Degrees 02 Minutes 55 Seconds West, a distance of 697.33 feet; (5) thence North 00 Degrees 03 Minutes 10 Seconds East, a distance of 153.08 feet to the Northwest corner of Lot 1; thence the following five(5) courses and distances which form a portion of the perimeter of Lot 1; (1) South 89 Degrees 56 Minutes 50 Seconds East, a distance of 125.58 feet; (2) thence South 31 Degrees 01 Minutes 20 Seconds East, a distance of 90 feet; (3) thence South 60 Degrees 01 Minutes 20 Seconds East, a distance of 245 feet; (4) thence South 02 Degrees 01 Minutes 20 Seconds East, a distance of 32.64 feet; (5) thence South 59 Degrees 01 Minutes 20 Seconds East, a distance of 98.54 feet to a point on the Northwesterly extension of the line between Lots 1 and 2; thence South 30 Degrees 26 Minutes 50 Seconds East, along the Northwesterly extension of the line between Lots 1 and 2 and continuing along said line, a distance of 257.43 feet to a point of curvature; thence 94.25 feet along the arc of a curve to the left, having a radius of 30 feet, the chord bearing South 30 Degrees 26 Minutes 50 Seconds East, a distance of 60 feet; thence the following five(5) courses and distances along the dividing line between Lots 1 and 2; (1) thence South 30 Degrees 26 Minutes 50 Seconds East, a distance of 93 feet; (2) thence South 89 Degrees 56 Minutes 50 Seconds East, a distance of 70 feet; (3) thence South 30 Degrees 26 Minutes 50 Seconds East, a distance of 280 feet; (4) thence North 89 Degrees 56 Minutes 50 Seconds West, a distance of 124.58 feet; (5) thence South 00 Degrees 03 Minutes 10 Seconds West, a distance of 154 feet to the point of beginning.

Excepting therefrom the following described land:

A tract of land comprising a part of Lot 1 in Village on the Lake Subdivision, being a subdivision of part of the Southwest 1/4 of Section 29, and part of the Northwest 1/4

of Section 32, all in Township 41 North, Range 11 East of the Third Principal Meridian recorded January 25, 1971 as Document Number 21380121 in Cook County, Illinois, described as follows:

Beginning at the Southeast corner of Lot 1 in said Village on the Lake Subdivision, being also the Southwest corner of Lot 2; thence North 89 Degrees 56 Minutes 50 Seconds West, along the South line of Lot 1 and the North line of Biesterfield Road, a distance of 371.38 feet; thence North 00 Degrees 03 Minutes 10 Seconds East, a distance of 60 feet; thence North 31 Degrees 07 Minutes 14 Seconds West, a distance of 91.21 feet; thence North 34 Degrees 16 Minutes 21 Seconds East, a distance of 220.68 feet; thence North 27 Degrees 30 Minutes 34 Seconds West, a distance of 56.74 feet; thence North 34 Degrees 16 Minutes 21 Seconds East, a distance of 147.48 feet; thence North 30 Degrees 26 Minutes 50 Seconds West, a distance of 250.03 feet; thence North 59 Degrees 28 Minutes 18 Seconds East, a distance of 80 feet to a point on the Northwesterly extension of the line between Lots 1 and 2; thence South 30 Degrees 26 Minutes 50 Seconds East, along the Northwesterly extension of the line between Lots 1 and 2 and continuing along said line, a distance of 257.43 feet to a point of curvature; thence 94.25 feet along the arc of a curve to the left, having a radius of 30 feet, the chord bearing South 30 Degrees 26 Minutes 50 Seconds East, a distance of 60 feet; thence the following five(5) courses and distance along the dividing line between Lots 1 and 2; (1) thence South 30 Degrees 26 Minutes 50 Seconds East, a distance of 93 feet; (2) thence South 89 Degrees 56 Minutes 50 Seconds East, a distance of 70 feet; (3) thence South 30 Degrees 26 Minutes 50 Seconds East, a distance of 280 feet; (4) thence North 89 Degrees 56 Minutes 50 Seconds West, a distance of 124.58 feet (5) thence South 00 Degrees 03 Minutes 10 Seconds West, a distance of 154 feet to the point of beginning, all in Cook County, Illinois.

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COOK COUNTY CLERK'S OFFICE

COOK COUNTY CLERK'S OFFICE
100 NORTH WASHINGTON STREET
CHICAGO, ILLINOIS 60602
TEL: (312) 321-1000

Property of Cook County Clerk's Office

10/12/11

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ALSO EXCEPTING:

A tract of land comprising part of Lot 1 in Village on the Lake Subdivision, being a subdivision of part of the Southwest 1/4 of Section 29, and part of the Northwest 1/4 of Section 32, all in Township 41 North Range 11, East of the Third Principal Meridian, recorded January 25, 1971 as Document No. 21380121, in Cook County, Illinois, described as follows:

Commencing at the Southeast corner of Lot 1 in said Village on the Lake Subdivision, being also the Southwest corner of Lot 2; thence North 89 Degrees 58 Minutes 50 Seconds West along the South line of said Lot 1 and the North line of Biesterfield Road, a distance of 516.38 feet to the Southwest corner of said Lot 1, also being on the East line of Leicester Road; thence North 02 Degrees 02 Minutes 55 Seconds West along the East line of Leicester Road, a distance of 148.38 feet; thence North 34 Degrees 16 Minutes 21 Seconds East, a distance of 24.73 feet to the point of beginning; thence South 55 Degrees 43 Minutes 39 Seconds East, a distance of 76.12 feet; thence North 34 Degrees 16 Minutes 21 Seconds East, a distance of 217.52 feet; thence North 55 Degrees 43 Minutes 39 Seconds West, a distance of 23.00 feet; thence North 34 Degrees 16

Minutes 21 Seconds East, a distance of 25.10 feet; thence North 55 Degrees 43 Minutes 39 Seconds West, a distance of 34.15 feet; thence South 34 Degrees 16 Minutes 21 Seconds West, a distance of 6 feet; thence North 55 Degrees 43 Minutes 39 Seconds West, a distance of 12.97 feet; thence South 34 Degrees 16 Minutes 21 Seconds West, a distance of 44.39 feet; thence North 55 Degrees 43 Minutes 39 Seconds West, a distance of 6 feet; thence South 34 Degrees 16 Minutes 21 Seconds West, a distance of 192.23 feet to the point of beginning, all in Cook County, Illinois.

PERMITTED EXCEPTIONS:

1. General real estate taxes not yet due at the time of Closing.
2. Easements, covenants, conditions and restrictions of record.
3. Acts of Purchaser.
4. Declaration of Covenants, Conditions and Restrictions for the Park Orleans Condominiums Umbrella Association dated December 19, 1983 and recorded in the Office of the Recorder of Deeds of Cook County, Illinois on April 13, 1984 as Document No. 27044625.
5. Covenants, conditions and restrictions of record.

ADDRESS OF PROPERTY: located near the Northeast corner of Leicester and Biesterfield Roads in Elk Grove Village, Illinois.

PERMANENT INDEX NUMBERS: 08-32-101-023
08-32-101-024
08-32-101-026
08-32-101-027

DEPT-01 RECORDING
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COOK COUNTY RECORDER

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