

# UNOFFICIAL COPY

Mortgage  
(Corporate Trustee Form)

Page No.  
1 of 1

THIS INDENTURE WITNESSETH: That the undersigned **PALATINE NATIONAL BANK** **88075339**

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 **May 16th, 1987** and known as trust number  
**5146**, hereinafter referred to as the Mortgagee, does hereby Mortgage and Warrant to

**SECURITY FEDERAL SAVINGS AND LOAN ASSOCIATION OF CHICAGO** **TRAM 1849 02/22/88 14:11:00**

a corporation organized and existing under the laws of the **State of Illinois**  
hereinafter referred to as the Mortgagee, the following real estate in the County of **COOK**  
in the State of **Illinois** to wit:

**PLEASE REFER TO THE ATTACHED LEGAL RIDER!**

**PARCEL 1:**  
THE NORTH 10.0 FEET OF THE SOUTH 152.42 FEET OF THE WEST 79.9 FEET OF LOT 4.

**PARCEL 2:**  
THE EAST 9.68 FEET OF THE WEST 19.36 FEET (BOTH MEASURED ON THE NORTH LINE) OF LOT 4 (EXCEPT THE SOUTH 230.83 FEET THEREOF) ALL IN BLOCK 17 (SLOCUM BLOCK) IN PARK ADDITION TO DES PLAINES, BEING A SUBDIVISION OF PART OF THE NORTH 1/2 OF SECTIONS 16 AND 17, TOWNSHIP 41 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, COOK COUNTY, ILLINOIS.

**PARCEL 3:**  
EASEMENTS FOR INGRESS AND EGRESS AS SET FORTH IN THE DECLARATION OF EASEMENTS AND EXHIBIT "1" HERETO ATTACHED MADE BY LASALLE NATIONAL BANK, A NATIONAL BANKING ASSOCIATION, AS TRUSTEE UNDER TRUST AGREEMENT DATED JANUARY 31, 1957 AND KNOWN AS TRUST NO. 18984, DATED JUNE 25, 1959 AND RECORDED AUGUST 20, 1957 AS DOCUMENT 17635762 AND AS CREATED BY DEED FROM LA SALLE NATIONAL BANK, A NATIONAL BANKING ASSOCIATION, AS TRUSTEE UNDER TRUST AGREEMENT DATED JANUARY 31, 1957 AND KNOWN AS TRUST NO. 18984, TO FIRST FEDERAL HOMES, INCORPORATED, DATED MARCH 30, 1959 AND RECORDED OCTOBER 27, 1959 IN COOK COUNTY, ILLINOIS.

COMMONLY KNOWN AS: **1560 Woodland - Unit E**  
**Des Plaines, IL 60016**

**88075339**

PERMANENT TAX INDEX NO. **09-16-100-019**

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

**\*EXCEPT THAT A FINAL PAYMENT OF PRINCIPAL AND INTEREST SHALL BE DUE ON THE 10TH DAY OF APRIL, 1993.**

### 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, and sewer service charges 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 heretofore on 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 period of re-leasement for the full insurable value thereof, in such companies, through such agents or brokers, and in such form as shall be satisfactory to the Mortgagee; such insurance policies shall remain with the Mortgagee during said period or periods, and contain the usual clause satisfactory to the Mortgagee making them payable to the Mortgagee, and in case of foreclosure sale payable to the owner of the certificate of sale, owner of any deficiency, any receiver or redeemer, or any party in a deed pursuant to foreclosure; and in case of loss under such policies, the Mortgagee is authorized to adjust, collect and compromise, in its discretion, all claims thereunder and to execute and deliver on behalf of the Mortgagee all necessary proofs of loss, receipts, vouchers, releases and acquittances required to be signed by the insurance companies, and the Mortgagee agrees to sign, upon demand, all receipts, vouchers and releases required of him to be signed by the Mortgagee for such purpose, and the Mortgagee is authorized to apply the proceeds of any such claim to the restoration of the property or upon the indebtedness, as aforesaid; (4) To complete the rebuilding or restoration of buildings and improvements now or hereafter on said premises, unless Mortgagee elects to apply on the indebtedness secured hereby the proceeds of any insurance covering such destruction or damage; (5) To keep said premises in good condition and repair, without waste, and free from any mechanic's or other lien or claim of lien not expressly subordinated to the lien hereof; (6) Not to make, suffer or permit any unlawful use of or any nuisance to exist on said property nor to diminish nor impair its value by any act of omission to act; (7) To comply with all requirements of law with respect to mortgaged premises and the use thereof; (8) Not to make, suffer or permit, without the written permission of the Mortgagee being first had and obtained, (a) any use of the property for any purpose other than that for which it is now used, (b) any alterations of the improvements, apparatus, appliances, fixtures or equipment now or hereafter upon said property, (c) any purchase on conditional sale, lease or agreement under which title is reserved to the vendor, of any apparatus, fixtures or equipment to be placed in or upon any buildings or improvements on said property, (d) to complete within a reasonable time any buildings or improvements now or at any time in process of erection upon the premises.

B In order to provide for the payment of taxes, assessments, insurance premiums, and other annual charges upon the property securing this indebtedness, and other insurance required or accepted, the undersigned promises to pay to the Mortgagee a pro-rata portion of the current year taxes upon the disbursement of the loan and to pay monthly to the Mortgagee, in addition to the above payments, a sum estimated to be equivalent to one twelfth of such items, which payments may, at the option of the Mortgagee, (a) be held by it and commingled with other such funds or its own funds for the payment of such items, (b) be carried in a savings account and withdrawn by it to pay such items, or (c) be credited to the unpaid balance of said indebtedness as received, provided that the Mortgagee advances upon this obligation sums sufficient to pay said items as the same accrue and become payable. If the amount estimated to be sufficient to pay said items is not sufficient, the undersigned promises to pay the difference upon demand. If such sums are held or carried in a savings account or other account, the same are hereby pledged to further secure this indebtedness. The Mortgagee is authorized to pay said items as charged or billed without further notice.

C This mortgage contract provides for additional advances which may be made at the option of the Mortgagee and secured by this mortgage, and it is agreed that in the event of such advances the amount thereof may be added to the mortgage debt and shall increase the unpaid balance of the note hereby secured by the amount of such advance and shall be a part of said note indebtedness under all of the terms of said note and this contract as fully as if a new note and contract were executed and delivered. An Additional Advance Agreement may be given and accepted for such advance and provision may be made for different monthly payments and a different interest rate and other express modifications of the contract, but in all other respects this contract shall remain in full force and effect as to said indebtedness, including all advances.

D That in case of failure to perform any of the covenants herein, Mortgagee may do on Mortgagee's behalf everything to be covenanted, that said Mortgagee may also do any act it may deem necessary to protect the lien hereof, that Mortgagee will repay upon demand any moneys paid or disbursed by Mortgagee for any of the above purposes and such moneys together with interest thereon at the highest rate for which it is then lawful to contract shall become to such additional indebtedness secured by this mortgage with the same priority as the original indebtedness and may be included in any decree foreclosing this mortgage and be paid out of the rents or proceeds of sale of said premises if not otherwise paid, that it shall not be obligatory upon the Mortgagee to inquire into the validity of any lien, encumbrance or claim in advancing moneys as above authorized, but nothing herein contained shall be construed as requiring the Mortgagee to advance any moneys for any purpose nor to do any act hereunder, and the Mortgagee shall not incur any personal liability because of anything it may do or omit to do hereunder.

E That it is the intent hereof to secure payment of said note and obligation whether the entire amount shall have been advanced to the Mortgagee at the date hereof, or at a later date, and to secure any other amount or amounts that may be added to the mortgage indebtedness under the terms of this mortgage contract.

F That if all or any part of the property or any interest therein is sold or transferred by Mortgagee without the prior written consent of Mortgagee, including (a) the creation of a lien or encumbrance subordinate to this mortgage, (b) the creation of a purchase money security interest for household appliances, (c) a transfer by devise, descent, or by operation of law upon the death of a joint tenant or (d) the grant of any leasehold interest of three years or less not containing an option to purchase, Mortgagee may, at Mortgagee's option, declare without notice all of the sums secured by this mortgage to be immediately due and payable.

C18209

First American Title Order #

-88-075339

127 13/11/87

UNOFFICIAL COPY

MARY L. MONTANZ  
SECURITY FEDERAL SAVINGS AND  
1209 NORTH MILWAUKEE AVENUE  
CHICAGO, ILLINOIS 60622

OFFICIAL SEAL  
LINDA MERKEL  
Notary Public, State of Illinois  
My Comm. Expires 11/15/01

THIS INSTRUMENT WAS PREPARED BY:  
COUNTY OF Cook  
STATE OF Illinois

day of February 20th  
AD. 1988

GIVEN under my hand and Notarial Seal, this  
day of February 20th  
AD. 1988  
Linda Merkel  
Notary Public

PERSONALLY known to me to be the  
President of PHALATINE NATIONAL BANK  
LAWRENCE P. MCDOONNELL

PERSONALLY known to me to be the  
CASHIER  
A. THOMPSON

As Trustee, I have signed and not personally  
attested  
February 19th day of 1988  
PHALATINE NATIONAL BANK, TRUST #5146

IN WITNESS WHEREOF, the undersigned, not personally but as Trustee as aforesaid, has caused these presents to be signed by its  
Secretary, this

This mortgage is executed by the undersigned not personally but as Trustee and authority conferred upon and vested in it as such Trustee and under the power and authority that it possesses, and in its capacity as a corporation, and as such a corporation, and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, and 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.

The mortgage is executed by the undersigned not personally but as Trustee and authority conferred upon and vested in it as such Trustee and under the power and authority that it possesses, and in its capacity as a corporation, and as such a corporation, and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, and 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.

By the undersigned, not personally but as Trustee as aforesaid, has caused these presents to be signed by its Secretary, this

98075339

Handwritten signature and date: 12/13/1984

1. This mortgage contract provides for additional advances which may be made at the option of the Mortgagee... 2. That in the event of any default by the Mortgagor... 3. That in the event of any default by the Mortgagor...

88-075339

4. That in the event of any default by the Mortgagor... 5. That in the event of any default by the Mortgagor... 6. That in the event of any default by the Mortgagor...

THE MORTGAGOR COVENANTS:

(1) To pay and discharge the interest thereon as herein and in the... (2) To pay and discharge the interest thereon as herein and in the... (3) To pay and discharge the interest thereon as herein and in the...

(4) To pay and discharge the interest thereon as herein and in the... (5) To pay and discharge the interest thereon as herein and in the... (6) To pay and discharge the interest thereon as herein and in the...

(7) To pay and discharge the interest thereon as herein and in the... (8) To pay and discharge the interest thereon as herein and in the... (9) To pay and discharge the interest thereon as herein and in the...

(10) To pay and discharge the interest thereon as herein and in the... (11) To pay and discharge the interest thereon as herein and in the... (12) To pay and discharge the interest thereon as herein and in the...

(13) To pay and discharge the interest thereon as herein and in the... (14) To pay and discharge the interest thereon as herein and in the... (15) To pay and discharge the interest thereon as herein and in the...

(16) To pay and discharge the interest thereon as herein and in the... (17) To pay and discharge the interest thereon as herein and in the... (18) To pay and discharge the interest thereon as herein and in the...

COOK COUNTY RECORDER  
142312 TRAN 1849 OCT27 1984 142312

Office

Mortgagee shall have waived such objection to the release of the property is sold or transferred each agreement in writing that the credit of such person is satisfied to Mortgagee and the interest payable on the debt secured by this mortgage shall be as such that as Mortgagee shall request. If Mortgagee's interest is satisfied by a written assignment of the debt secured by this mortgage, Mortgagee shall release Mortgagee from all obligations under this mortgage and the note securing it.

Subject to the terms of this paragraph, nothing in this mortgage contract shall prevent Mortgagee from dealing with any successor in interest of the Mortgagor in the same manner as with the Mortgagor, and said dealings may include forbearing to sue or extending the time for payment of the debt secured hereby, but said dealings shall not discharge or in any way affect the liability of the Mortgagor hereunder or the debt hereby secured.

G. That time is of the essence hereof and if default be made in performance of any covenant herein contained or in making any payment under said note or obligation or any extension or renewal thereof, or if proceedings be instituted to enforce any other lien or charge upon any of said property, or upon the filing of a proceeding in bankruptcy by or against the Mortgagor, or if the Mortgagor shall make an assignment for the benefit of his creditors or if his property be placed under control of or in custody of any court, or if the Mortgagor abandon any of said property, or in the event of the filing of a suit to condemn all or a part of the said property, then and in any of said events, the Mortgagee is hereby authorized and empowered, at its option and without affecting the lien hereby created or the priority of said lien or any right of the Mortgagee hereunder, to declare without notice, all sums secured hereby immediately due and payable, whether or not such default be remedied by Mortgagor, and apply towards the payment of said mortgage any indebtedness of the Mortgagor to the Mortgagee, and said Mortgagee may immediately proceed to foreclose this mortgage, and in any foreclosure a sale may be made of the premises en masse without offering the several parts separately.

H. That the Mortgagee may employ counsel for advice or other legal service at the Mortgagee's discretion in connection with any dispute as to the debt hereby secured or the lien of this instrument, or any litigation to which the Mortgagee may be made a party on account of this lien or which may affect the title to the property securing the indebtedness hereby secured or which may affect said debt or lien and any reasonable attorney's fees so incurred shall be added to and be a part of the debt hereby secured. All sums and expenses reasonably incurred in the foreclosure of this mortgage and sale of the property securing the same and in connection with any other dispute or litigation affecting said debt or lien, including reasonably estimated amounts to conclude the transaction, shall be added to and be a part of the debt hereby secured. All such amounts shall be secured by the Mortgagee on demand, and if no such contract rate then at the legal rate. In the event of a foreclosure sale of said premises there shall first be paid out of the proceeds thereof all of the aforesaid amounts, then the entire indebtedness whether due and payable by the terms hereof or not and the interest due thereon up to the time of such sale, and the surplus, if any, shall be paid to the Mortgagor, and the purchaser shall not be obliged to see to the application of the purchase money.

I. In case the mortgaged property, or any part thereof, shall be taken by condemnation, the Mortgagee is hereby empowered to collect and receive all compensation which may be paid for any property taken or for damages to any property not taken and all condemnation compensation so received shall be forthwith applied by the Mortgagee as it may elect, to the immediate reduction of the indebtedness secured hereby, or to the repair and restoration of any property so damaged, provided that any excess over the amount of the indebtedness shall be delivered to the Mortgagor or his assigns.

J. All easements, rents, issues and profits of said premises are pledged, assigned and transferred to the Mortgagee, whether now due or hereafter to become due, under or by virtue of any lease or agreement for the use or occupancy of said property, or any part thereof, whether said lease or agreement is written or verbal, and it is the intention hereof (a) to pledge said rents, issues and profits on a parity with said real estate and not secondarily and such pledge shall not be deemed merged in any foreclosure decree, and (b) to establish an absolute transfer and assignment to the Mortgagee of all such leases and agreements and all the avails thereunder, together with the right in case of default, either before or after foreclosure sale, to enter upon and take possession of, manage, maintain and operate said premises, or any part thereof, make leases for terms deemed advantageous to it, terminate or modify existing or future leases, collect said rents, issues and profits, or any part thereof, as a part of said mortgage debt, and shall include interest at the highest contract rate, or if no such contract rate then at the legal rate. In the event of a foreclosure sale of said premises there shall first be paid out of the proceeds thereof all of the aforesaid amounts, then the entire indebtedness whether due and payable by the terms hereof or not and the interest due thereon up to the time of such sale, and the surplus, if any, shall be paid to the Mortgagor, and the purchaser shall not be obliged to see to the application of the purchase money.

K. That upon the commencement of any foreclosure proceeding 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 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 Master's 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 full period allowed by statute for redemption, whether there be redemption or not, and until the issuance of deed in lieu of sale, but if no deed be issued, 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 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 the same or any other of its covenants; that wherever in 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 and be binding upon the respective heirs, executors, administrators, successors and assigns of the Mortgagor, and the successors and assigns of the Mortgagee; and all 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 persons having a power of direction 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 Mortgagee 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 lienors, 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 all 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 Mortgagee and by every person named or hereafter claiming any right or security hereunder, and that so far as the undersigned, either individually or as Trustee aforesaid, or its successors, personally are 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 President, and its corporate seal to be hereunto affixed and attested by its Secretary, this

19th day of February, A.D., 19 88

PALATINE NATIONAL BANK TRUST #5146  
As Trustee as aforesaid and not personally  
BY James P. McDonnell Assistant Trust Officer  
President

ATTEST  
Julie A. Thompson  
CASHIER Secretary

STATE OF Illinois )  
COUNTY OF Cook ) ss. I, the undersigned LINDA MERKEL, a Notary Public in

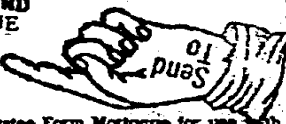
and for said County, in the State aforesaid, DO HEREBY CERTIFY THAT LAWRENCE P. McDONNELL  
Assistant Trust Officer President of PALATINE NATIONAL BANK

a corporation, and JULIE A. THOMPSON personally known to me to be the CASHIER  
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 20th day of February, A.D. 19 88.

THIS INSTRUMENT WAS PREPARED BY:  
MARY L. MONTANEZ  
SECURITY FEDERAL SAVINGS AND  
1209 NORTH MILWAUKEE AVENUE  
CHICAGO, ILLINOIS 60622

"OFFICIAL SEAL"  
LINDA MERKEL  
Notary Public, State of Illinois  
My Commission Expires 11/5/90



88075339