

UNOFFICIAL COPY

FORM 9100-1

(1) That in case of his failure to perform any of his covenants herein, the Mortgagee may do on behalf of the Mortgagor every thing so covenanted; that said Mortgagee may also do any act it may deem necessary to protect the lien of this mortgage; and that the

THE MORTGAGOR FURTHER COVENANTS:

hereafter upon said premises insured against damage by fire, windstorm and such other hazards or perils as the Mortgagee may require to be insured against until said indebtedness is fully paid, or in case of foreclosure, until expiration of the period of redemption for the full insurance value thereof, in such companies 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 making them payable to the Mortgagee, and in case of loss, the Mortgagee agrees to sign, upon demand, all receipts, vouchers and releases required of him by the insurance companies; the Mortgagee is authorized in its discretion to apply the proceeds of any such insurance to the discharge of any obligation insured against, to a restoration of the property or to the indebtedness of the Mortgagee and any application to the indebtedness shall not relieve the Mortgagee from making monthly payments until the debt is paid in full; (3) to apply for, secure, assign to Mortgagee and carry such disability insurance and life insurance as may be required by Mortgagee in connection with the mortgage, and in a form acceptable to it, and such disability insurance may be required in an amount not in excess of the unpaid balance of the debt secured by this mortgage; (4) not to commit or suffer any waste of such property, and to maintain the same in good condition and repair; (5) to promptly pay all bills for such repairs and all other expenses incident to the ownership of said property in order that no lien or mechanics or materialmen shall attach to said property; (6) not to suffer or permit any unlawful use of or any nuisance to exist upon said property; (7) not to diminish or impair the value of said property or the security thereof in any proceeding in which it may participate in any capacity by reason of this mortgage; (8) that the mortgaged premises will at all times be maintained, repaired and operated in accordance with the Building, Fire, Zoning, Health and Sanitation Laws and Ordinances of any governmental board, authority or agency having jurisdiction over the mortgaged premises; (9) that the property for a purpose other than that for which the same is now used; (c) any alterations, additions to, demolition or removal of any of the improvements, apparatus, fixtures or equipment now or hereafter upon said property; (c) a purchase upon conditional sale, lease or agreement under which title is reserved in the vendor, of any apparatus, fixtures or equipment to be placed in or upon any building or improvement upon said property; (d) a sale, assignment or transfer of any right, title or interest in and to said property or any portion thereof, or any of the improvements, apparatus, fixtures or equipment which may be found in or upon said property.

A. THE MORTGAGOR COVENANTS:

3. All of the covenants and agreements in said note (which is made a part of this mortgage contract) and this mortgage.

2. Any additional advances made by the Mortgagee to the Mortgagor, or the Mortgagee's assigns, shall be made in the amount of the mortgage, provided that this mortgage shall not at any time secure more than (\$ 1,000,000.00) Dollars, plus any advance necessary for the protection of the security, interest and cost; and

1. The payment of a note and the performance of the obligation thereon, contained executed and delivered concurrently herewith by the Mortgagor to the Mortgagee in the sum of One Million and 00/100 Dollars, which is payable as provided in said note until said indebtedness is paid in full, (\$ 1,000,000.00)

TO SECURE:

Upon payment of the obligation hereby secured, and performance of all obligations under this mortgage and the note secured by it, said note shall be marked paid and delivered to the maker or his assignee, together with this mortgage duly cancelled. A reasonable fee shall be paid for cancellation and release.

TO HAVE AND TO HOLD the said property, with said appurtenances, apparatus and fixtures, unto said Mortgagee forever, for the uses herein set forth, free from all rights and benefits in the order of limitations and under the Homestead Exemption Laws of the State of Illinois, which said rights and benefits the said Mortgagee does hereby release and waive.

TOGETHER with the rights, issues and profits thereof which are hereby assigned, transferred and set over unto the Mortgagee, whether now due or which may hereafter become due under or by virtue of any lease whether written or verbal, or any agreement for the use or occupancy of said property, or any part or parts thereof, which may have been heretofore, or may be hereafter, made or agreed to, or which may be made hereafter by the Mortgagee under the power herein granted to it; it being the intention hereby to establish an absolute transfer and assignment to the Mortgagee of all such leases and agreements existing or to hereafter exist for said premises, and to use such measures, legal or equitable, as in its discretion may be deemed proper or necessary to enforce the payment or security of such avails, rents, issues and profits, or to secure and maintain possession of said premises, or any portion thereof, and to fill any and all vacancies and to rent, lease or let any portion of said premises to any party or parties, at its discretion, with power to use and apply said avails, issues and profits to the payment of all expenses, care and management of said premises, including taxes and assessments, and to the payment of any indebtedness secured hereby or incurred hereunder.

TOGETHER with all buildings, improvements, fixtures or appurtenances now or hereafter erected thereon, 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 or other services and any other thing now or hereafter installed thereon or thereon, including, but not limited to, screens, window shades, storm doors and windows, floor coverings, screen doors, built-in beds, awnings, clothes, built-in ovens, water heaters, washers, dryers and disposal units all of which are declared to be a part of said real estate whether physically attached thereto or not.

That part of Lot 1 lying southerly and westerly of Green Bay Road (formerly Center Street) in Block 1 in County Clerks Division of the South West 1/4 of Section 17, Township 42 North, Range 13 East of the Third Principal Meridian, in Cook County, Illinois

AMERICAN NATIONAL BANK OF EVANSTON
 a banking association organized and existing under the laws of the United States, hereinafter referred to as the Mortgagee, the following real estate, situated in the County of Cook in the State of Illinois, to wit:

Village of Winnetka County of Cook State of Illinois, hereinafter referred to as the Mortgagor, does hereby Mortgage and Warrant to

THIS INDENTURE WITNESSETH: That the undersigned The Winnetka Bank, a Corporation of Illinois, as Trustee under Trust Agreement dated July 26, 1983 and known as Trust No. R-534 of the

AMERICAN NATIONAL BANK OF EVANSTON
 2951 Central Street - Evanston, Illinois 60201
 Telephone (312) 866-6100

AMERICAN NATIONAL BANK OF EVANSTON
 Mortgage

1300

Property Address: 874 Green Bay Road Winnetka, IL 60093
 Permanent Index Number: 05 17 303 003
 TP FRD

71564203

Shelby

BOX 389-CC

Mailed to and
 Steven Grand
 2951 Central St.
 Evanston, IL 60201

88099466

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UNOFFICIAL COPY

THIS MORTGAGE is executed by The Winnetka Bank, a Corporation of Illinois 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 is expressly understood and agreed that nothing herein or in said Note contained shall be construed as creating any liability on the said Trustee or on said The Winnetka Bank, a Corporation of Illinois 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 Trustee and by every person now or hereafter claiming any right or security hereunder, and that so far as the Trustee and its successors and said The Winnetka Bank, a Corporation of Illinois 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 hereunder 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(s)/co-maker(s), if any.

IN WITNESS WHEREOF, The Winnetka Bank, a Corporation of Illinois, not personally, but as Trustee as aforesaid, has caused these presents to be signed by one of its VICE Presidents or Assistant Vice Presidents and its corporate seal to be hereunder affixed and attested by its Asst Secretary, the day and year first above written.

THE WINNETKA BANK, a Corporation of Illinois, as Trustee as aforesaid and not personally

By: D Bruce Magee

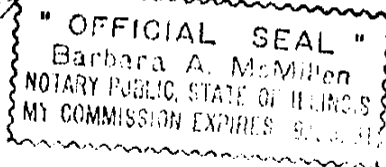
Attest: Lueta E. Morris

State of Illinois))SS
County of Cook)

I, the Undersigned, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY, that the above named VICE President and Asst Secretary of The Winnetka Bank, a Corporation of Illinois personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such VICE President and Asst Secretary respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act and as the free and voluntary act of said The Winnetka Bank, a Corporation of Illinois, as trustee for the uses and purposes therein set forth; and that the said Asst Secretary then and there acknowledged that said Asst Secretary, as custodian of the corporate seal of said The Winnetka Bank, a Corporation of Illinois, caused the corporate seal of the said The Winnetka Bank, a Corporation of Illinois to be affixed to said instrument as said Asst Secretary's own free and voluntary act as the free and voluntary act of said The Winnetka Bank, a Corporation of Illinois for the uses and purposes therein set forth.

Given under my hand and Notarial Seal, this 8th day of March, 1988.

Barbara A. McMillen



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