

# UNOFFICIAL COPY

TRUST COMPANY, INC.

88151301

The undersigned, FIRST OF AMERICA/ TRUST COMPANY, INC., known as the "Mortgagee", not personally but as Trustee under the provisions of a deed or deeds in trust duly recorded and delivered in the undersigned pursuant to a Trust Agreement dated February 24, 1988, and known as Trust Number 10165 hereinafter referred to as the "Mortgage", does hereby mortgage and convey to FIRST OF AMERICA BANK-GOLF MILL, a banking corporation having its principal office at 9101 Greenwood Avenue, Niles, Illinois, hereinafter referred to as the "Mortgagee", the following real estate in the County of Cook State of Illinois, to wit:

LOTS 1 AND 2 IN BLOCK 11 IN FIRST ADDITION TO FRANKLIN PARK IN THE EAST 1/2 OF THE NORTHEAST 1/4 OF SECTION 28, TOWNSHIP 40 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Permanent Index No. 12-28-222-007-0000 BAOBKU M

Property Address: 9751 W. Schiller, Franklin Park, Ill DEPT-01 \$14.25  
TRAN 1724 04/12/88 13:42:00  
#2341 # D \* - 88-151301  
COOK COUNTY RECORDER

88151301

Together with all buildings, improvements, fixtures or appurtenances now or hereafter erected hereon 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 to other services, and any other thing now or hereafter (herein or hereafter) the furnishing of which by tenants or lessees is customary or appropriate, including screens, window shades, blinds and shutters, floor coverings, screen doors, in a door, in a window, stoves, water heaters, refrigerators, washing machines, clothes dryers, and all other such appliances (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 set 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 mortgagees, lien holders 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, unto said Mortgagee forever for the use hereinafter forth, free from all rights and benefits under the Homestead Exemption Law of the State of Illinois, which said rights and benefits said Mortgagee does hereby release and waive.

TO SECURE (1) The payment of a Note secured by the Mortgagee in the order of the Mortgagee bearing even date herewith in the amount of Eighty Thousand and no/100 Dollars (\$80,000.00), which Note together with interest thereon as therein provided is payable in monthly installments of interest only monthly ~~beginning on the 22nd day of APRIL 1988~~, which payments are to be applied, first, to interest, then to any unpaid estate and the balance in principal, until said indebtedness is paid in full. (2) The performance of other agreements in said Note, which is hereby incorporated herein and made a part hereof, and which are, among other things, for an additional monthly payment of one-twelfth (1/12) of the estimated annual taxes (unless the Mortgagee has pledged an interest bearing savings account in satisfaction of estimated taxes) assessments, insurance premiums and other charges upon the mortgaged premises; (3) any future advances as hereinafter provided; and (4) The performance of all of the covenants and obligations of the Mortgagee to the Mortgagee, as contained herein and in said Note. **AT THE RATE OF 1.5% IN EXCESS OF LENDER'S BASE RATE PER ANNUM, WITH A SINGLE PAYMENT OF \$80,000.00 DUE ON SEPTEMBER 21, 1988.**

A. (1) To pay said indebtedness and the interest thereon as herein 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 thereafter 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 furnish public liability insurance and such other insurance as the Mortgagee may require, until said indebtedness is fully paid, or in case of later lapse, until expiration of the period of redemption for the full insurable value hereof, in which event, the policies and in such form as shall be satisfactory to the Mortgagee; the 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 foreclosure sale payable to the owner of the certificate of sale, owner of any deficiency, any receiver or redemptioner, or any purchaser in a Master's or Commissioner's deed; 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, receipt, vouchers, releases and acquittances required to be signed by the insurance companies; and the Mortgagee agrees to sign, upon demand, all receipts and releases required of it to be signed by the Mortgagee for such purpose; and the Mortgagee is authorized to apply the proceeds of any insurance claim to the restoration of the property or upon the indebtedness hereby secured in its discretion, but monthly payments shall continue until said indebtedness is paid in full; (4) Immediately after destruction of damage, to commence and promptly complete the rebuilding or restoration of buildings and improvements, now or hereafter on said premises, unless Mortgagee elects to apply on the indebtedness hereby secured the proceeds of any insurance covering such destruction of 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) To comply with the provisions of any lease if this Mortgage is on a leasehold; (7) To perform all obligations under any declaration, covenant, by-law, regulations, and constitutional documents governing said premises if the Mortgagee is on a condominium or a planned unit development; (8) Not to make, suffer or permit any unlawful use of or any nuisance to exist on said property nor to limit, diminish or impair its value by any act or omission to act; (9) To comply with all requirements of law with respect to mortgaged premises and the use thereof; (10) Not to make, suffer or permit, without the written permission of the Mortgagee being first had and obtained, for any use of the property for any purpose other than that for which it is now used; (11) No alterations, additions, demolitions, removal or sale of any improvements, apparatus, appurtenances, fixtures or equipment now or hereafter upon said property, (or any purchase on conditional sale, lease or agreement under which title is reserved in the vendor, or any apparatus, fixtures or equipment to be placed in or upon any buildings or improvements on said property); (12) To complete within a reasonable time any building or improvements now or at any time in process of erection upon the said premises; (13) To appear in and defend any proceeding which in the opinion of the Mortgagee affects its security hereunder, and to pay all costs, expenses and attorney's fees incurred or paid by the Mortgagee in any proceeding in which it may be made a party defendant by reason of the Mortgage.

B. That in case of failure to perform any of the covenants herein, Mortgagee may do on Mortgagee's behalf everything so authorized; 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 ~~10~~ <sup>12</sup> per cent per annum shall become so much additional indebtedness secured by this Mortgage with the same priority as the original indebtedness and may be included in any decree for enforcing this Mortgage and be paid out of the rents or proceeds of sale of said premises whether or not 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 not to do any act hereunder, and the Mortgagee shall not incur any personal liability by reason of its doing or omitting to do hereunder.

C. That if it is the intent hereof to secure payment of said Note whether the entire amount shall have been advanced to the Mortgagee at the date hereof or a later date or having been advanced shall have been repaid in part and further advances made at a later date.

D. That in the event the ownership of said property or any part thereof becomes vested in a person other than the Mortgagee, the Mortgagee may, without notice to the Mortgagee, deal with such successor's interest with reference to this Mortgage and the debt hereby secured in the same manner as with the Mortgagee, and may (but not in or to) extend time for payment of the debt, secured hereby, without discharging or in any way affecting the liability of the Mortgagee hereunder or upon the debt hereby secured.

E. In the event the undersigned transfers the title or any part thereof or any interest therein, legal or equitable, or if the undersigned executes Articles of Agreement for a Deed, a Contract of Sale for the property described in this Mortgage, or upon assignment of the beneficial interest of the trust under which title to said property is or shall be held, in any person, corporation, or entity other than to the undersigned, the then balance of principal and interest hereunder remaining unpaid shall immediately become due and payable, and upon demand by the holder of the Note, the undersigned promises to pay the same forthwith.

F. 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 Mortgagee, or if the Mortgagee shall make an assignment for the benefit of his creditors or if his property be placed under control or in custody of any court, or if the Mortgagee abandons any of said property or in the event of the transfer of, or agreement to transfer, any right, title or interest in said property or any portion thereof, or if the Mortgagee fails to complete within a reasonable time, any building or buildings now or at any time in process of erection upon said premises, or if Mortgagee defaults in the performance or payment of any other obligation or lien to the Mortgagee, 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 or summons secured hereby immediately due and payable, whether or not such default be remedied by the Mortgagee, and apply to and the payment of said Mortgage indebtedness any indebtedness of the Mortgagee and the Mortgagee may also immediately proceed to foreclose this Mortgage, and in any foreclosure sale may be made of the premises en masse without offering the several parts separately. That in the event that the ownership of said property, or any part thereof, becomes vested in a person other than the Mortgagee and any part of the sums secured hereby remains unpaid, and in the further event that the Mortgagee does not elect to declare such sums immediately due and payable, the Mortgagee shall pay a reasonable fee to the Mortgagee to cover the cost of amending the records of the Mortgagee to show such change of ownership.

G. 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 Mortgagee, or any party claiming under him, and without regard to the then value of said premises, or whether the same shall then be encumbered by the owner of the equity of redemption as a home deed, appoint a receiver with power to manage the same 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 any deficiency there whether there be a defect therefor in person 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 case of sale, but if no deed be issued, until the expiration of the statutory period during which it may be issued.

\*\*AT THE RATE OF 3.5% IN EXCESS OF LENDER'S BASE RATE PER ANNUM

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88-151301

9101 Greenwood Avenue  
 111th St, IL 60648  
 Karen Ruban  
 Floor of America Bank-GOLF M111

This Document Prepared By:

*Return to:*



STATE OF ILLINOIS

MAY 19 1980

The undersigned certify that the foregoing instrument was read and explained to the parties, and that they understand its contents and the legal effect of the same. They have signed and executed the same freely and voluntarily, and the execution of the same is not void, voidable, or subject to annulment. The undersigned are duly qualified to execute and administer the trust herein provided for, and they have accepted the same.

Witness my hand and the seal of said County, in the City of Chicago, this 25th day of March, 1980.

Notary Public

**FIRST OF AMERICA TRUST COMPANY**  
 as Trustee as aforesaid and not personally

**THE PROVISIONS OF THE RIDER WHICH IS ATTACHED HERETO ARE HEREBY MADE A PART HEREOF.**

The undersigned hereby agree to indemnify, defend, and hold harmless the Trustee from and against all claims, damages, costs, and expenses, including reasonable attorney's fees, that may be asserted against or incurred by the Trustee in connection with the performance of its duties as Trustee hereunder, except to the extent that such claim, damage, cost, or expense results from the negligence or willful or wanton misconduct of the Trustee.

All amounts payable or to be paid by the Trustee hereunder shall be paid in full by the Trustee out of its assets, including any amounts received by the Trustee from the sale of any real estate, personal property, or other assets of the trust, and shall be paid to the beneficiary or beneficiaries named herein in the order and proportion specified in the foregoing provisions of this instrument. The Trustee shall have the right to sell or lease any real estate, personal property, or other assets of the trust in order to raise the cash needed to pay the amounts payable hereunder, and the Trustee shall not be liable for the payment of any taxes, including any transfer taxes, that may be imposed on the sale or lease of any such real estate, personal property, or other assets of the trust, unless such taxes are specifically mentioned in the foregoing provisions of this instrument. The Trustee shall also have the right to borrow money from time to time for the purpose of making any payments payable hereunder, and the Trustee shall be authorized to execute and deliver any promissory notes, mortgages, or other instruments in connection with any such borrowing, and the Trustee shall be authorized to pay the principal of and interest on any such notes, mortgages, or other instruments out of the assets of the trust. The Trustee shall also have the right to sell or lease any real estate, personal property, or other assets of the trust in order to raise the cash needed to pay the principal of and interest on any such notes, mortgages, or other instruments, and the Trustee shall not be liable for the payment of any taxes, including any transfer taxes, that may be imposed on the sale or lease of any such real estate, personal property, or other assets of the trust, unless such taxes are specifically mentioned in the foregoing provisions of this instrument.

**AT THE RATE OF 3.5% IN EXCESS OF LENDER'S BASE RATE**

The undersigned hereby agree to pay to the Trustee the principal of and interest on any amounts borrowed by the Trustee from time to time for the purpose of making any payments payable hereunder, at the rate of 3.5% in excess of the lender's base rate, and the undersigned shall be liable for the payment of any taxes, including any transfer taxes, that may be imposed on the sale or lease of any real estate, personal property, or other assets of the trust, unless such taxes are specifically mentioned in the foregoing provisions of this instrument. The undersigned shall also be liable for the payment of any taxes, including any transfer taxes, that may be imposed on the sale or lease of any real estate, personal property, or other assets of the trust, unless such taxes are specifically mentioned in the foregoing provisions of this instrument.

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RIDER TO MORTGAGE DATED MARCH 25, 1988

MADE BY FIRST OF AMERICA TRUST COMPANY, NOT PERSONALLY, BUT AS

TRUSTEE UNDER TRUST AGREEMENT DATED 2/24/88 AKA TRUST NO. 10165

TO FIRST OF AMERICA BANK - GOLF MILL

- L. MORTGAGOR(S) HEREBY WAIVE(S) ANY AND ALL RIGHTS OF REDEMPTION FROM SALE UNDER ANY ORDER OR DECREE OF JUDGEMENT OF FORECLOSURE OF THIS MORTGAGE ON ITS OWN BEHALF AND ON BEHALF OF EACH AND EVERY PERSON, EXCEPT DECREE OR JUDGMENT CREDITORS OF THE MORTGAGOR(S) ACQUIRING ANY INTEREST OR TITLE TO THE PREMISES SUBSEQUENT TO THE DATE OF THIS MORTGAGE.
- M. THE PROCEEDS OF THE LOAN SECURED HEREBY WILL BE USED FOR THE PURPOSE SPECIFIED IN PARAGRAPH 6404 (1) (C) OF CHAPTER 17 OF THE ILLINOIS REVISED STATUTES (1983); THAT THE LOAN SECURED HEREBY CONSTITUTES A BUSINESS LOAN WITHIN THE MEANING OF SAID PARAGRAPH AND THAT, ACCORDINGLY, THE LOAN SECURED HEREBY IS EXEMPT FROM THE ILLINOIS USURY REQUIREMENTS.

FIRST OF AMERICA TRUST COMPANY,  
NOT PERSONALLY, BUT AS TRUSTEE  
AS AFORESAID:

By: See attached for signature

Attest: \_\_\_\_\_

Cook County Clerk's Office

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"OFFICIAL SEAL"  
Patrick D. Blazock  
Notary Public, State of Illinois  
My Commission Expires 10/29/91

861513078  
86151301

Notary Public

Patrick D. Blazock

A.D., 1988.

Handwritten initials

GIVEN under by hand and notarial seal this 25th day of

I, THE UNDERSIGNED, a Notary Public, in and for said County, in the State aforesaid, DO HEREBY CERTIFY, that Date, Amborski, Sr. Vice President & Trust Officer of FIRST OF AMERICA TRUST COMPANY, and Doyle M. Weathers, Sr. Vice President & Trust Officer of said company, who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Sr. Vice President & Trust Officer and Sr. Vice President & Trust Officer, 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 in the free and voluntary act of said company, as Trustee as aforesaid, for the uses and purposes therein set forth; and the said Sr. Vice President & Trust Officer then and there acknowledged that said Sr. Vice President & Trust Officer, as custodian of the Corporate Seal of said company, did affix the Corporate Seal of said company to said instrument as said Sr. Vice President & Trust Officer's own free and voluntary act and as the free and voluntary act of said company, as Trustee as aforesaid, for the uses and purposes therein set forth.

STATE OF ILLINOIS )  
COUNTY OF LAKE )  
SS.

ATTEST: Senior Vice President and Trust Officer

Handwritten signature

BY: Senior Vice President and Trust Officer

Handwritten signature

FIRST OF AMERICA TRUST COMPANY, AS TRUSTEE AS AFORESAID AND NOT PERSONALLY

FORWARDED

IN WITNESS WHEREOF, FIRST OF AMERICA TRUST COMPANY, not personally but as Trustee as aforesaid, has caused these presents to be signed by its Senior Vice President and Trust Officer, and its Corporate Seal to be hereunto affixed and attested by its Senior Vice President and Trust Officer, the day and year first above written.

THIS MORTGAGE is executed by FIRST OF AMERICA TRUST COMPANY, 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 FIRST OF AMERICA TRUST COMPANY, hereby warrants that it possesses full power and authority to execute this instrument), and it is expressly understood & agreed that nothing herein or in said note contained shall be construed as creating any liability on said FIRST OF AMERICA TRUST COMPANY, either individually or as Trustee as 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 now or hereafter claiming any right or security hereunder, and that so far as FIRST OF AMERICA TRUST COMPANY, either individually or as Trustee as aforesaid, personally is 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, if any.

Order attached to and made a part of the \$80,000 Mortgage between First of America Trust Company, not personally but as Trustee under Trust No. 10165 and First of America Bank-Gold Mill.

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WILLIAMSON COUNTY, TENNESSEE  
DEPARTMENT OF REVENUE  
COLLECTIVE DEPT.

Property of Cook County Clerk's Office

88151301

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