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MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on May 9 19 88 The mortgagors American National Bank and Trust Company of Chicago as Trustee under Trust No. 103486-05 dated September 1, 1987.

("Borrower"). This Security Instrument is given to Austin Bank of Chicago

which is organized and exists under the laws of Illinois and whose address is 5645 W. Lake Street, Chicago, Illinois 60644

Borrower owes Lender the principal sum of Two Hundred Thirty Three Thousand and no/100

Dollars U.S. 233,000.00

This debt is evidenced by Borrower's note dated the same date as this Security Instrument ("Note"), which provides for monthly payment with interest beginning on August 8, 1988 secured to Lender for the payment of the debt evidenced by the Note, with interest, and all to have effect in lieu of modification of the payment of all other sums, with interest, advanced or hereafter to be advanced to protect the security of this Security Instrument, and for the performance of Borrower's covenants and agreements under the Note and this instrument. For this purpose, Borrower does hereby mortgage, grant and convey to Lender the following described premises:

located in Cook County, Illinois

Lots 24, 35, and 36 in Crabtree Trails of South Barrington, being a Subdivision in the North 1/2 of Section 22, Township 42 North, Range 9, East of the Third Principal Meridian, in Cook County, Illinois.

Permanent Index Nos.: 01-22-103-007, 01-22-202-004 and 01-22-202-005

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which lies in Illinois 60010 ("Property Address"), Barrington Hills

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances, rents, royalties, mineral, oil and gas rights and profits, water rights and stock in all instances now or hereafter a part of the property. All replacements or facilities shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property."

Borrower COVENANTS that Borrower is lawfully seized of the entire hereby conveyed and by the public mortgage, grant and convey the Property and that the Property is unencumbered, except for any mortgages of record, borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

THIS SECURITY INSTRUMENT, including any covenants, conditions, and any payments, for principal and interest, with interest, shall be paid to Lender in accordance with the terms of the Note.

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1. The purpose of this Security Instrument is to secure the loan made by the Lender to the Borrower under the terms of the promissory note (the "Note") executed by the Borrower on the date hereof.

2. The Borrower hereby agrees to grant to the Lender a security interest in the property described in the Schedule of Property to be mortgaged, together with all other property owned or hereafter acquired by the Borrower, to secure the performance of the obligations of the Borrower under the Note.

3. The Borrower agrees to execute and deliver to the Lender this Security Instrument and to execute and deliver to the Lender any other documents or instruments that the Lender may require to carry out its obligations under the Note.

4. The Borrower agrees to pay to the Lender the principal amount of the loan, together with interest, taxes, and other charges, as provided in the Note, and to pay to the Lender the cost of recording this Security Instrument and of any other documents or instruments that the Lender may require to carry out its obligations under the Note.

5. The Borrower agrees to pay to the Lender the cost of recording this Security Instrument and of any other documents or instruments that the Lender may require to carry out its obligations under the Note, and to pay to the Lender the cost of any other expenses that the Lender may incur in connection with the loan.

6. The Borrower agrees to pay to the Lender the cost of any other expenses that the Lender may incur in connection with the loan, and to pay to the Lender the cost of any other expenses that the Lender may incur in connection with the loan.

7. The Borrower agrees to pay to the Lender the cost of any other expenses that the Lender may incur in connection with the loan, and to pay to the Lender the cost of any other expenses that the Lender may incur in connection with the loan.

8. The Borrower agrees to pay to the Lender the cost of any other expenses that the Lender may incur in connection with the loan, and to pay to the Lender the cost of any other expenses that the Lender may incur in connection with the loan.

9. The Borrower agrees to pay to the Lender the cost of any other expenses that the Lender may incur in connection with the loan, and to pay to the Lender the cost of any other expenses that the Lender may incur in connection with the loan.

10. The Borrower agrees to pay to the Lender the cost of any other expenses that the Lender may incur in connection with the loan, and to pay to the Lender the cost of any other expenses that the Lender may incur in connection with the loan.

11. The Borrower agrees to pay to the Lender the cost of any other expenses that the Lender may incur in connection with the loan, and to pay to the Lender the cost of any other expenses that the Lender may incur in connection with the loan.

12. The Borrower agrees to pay to the Lender the cost of any other expenses that the Lender may incur in connection with the loan, and to pay to the Lender the cost of any other expenses that the Lender may incur in connection with the loan.

13. The Borrower agrees to pay to the Lender the cost of any other expenses that the Lender may incur in connection with the loan, and to pay to the Lender the cost of any other expenses that the Lender may incur in connection with the loan.

14. The Borrower agrees to pay to the Lender the cost of any other expenses that the Lender may incur in connection with the loan, and to pay to the Lender the cost of any other expenses that the Lender may incur in connection with the loan.

15. The Borrower agrees to pay to the Lender the cost of any other expenses that the Lender may incur in connection with the loan, and to pay to the Lender the cost of any other expenses that the Lender may incur in connection with the loan.

16. The Borrower agrees to pay to the Lender the cost of any other expenses that the Lender may incur in connection with the loan, and to pay to the Lender the cost of any other expenses that the Lender may incur in connection with the loan.

17. The Borrower agrees to pay to the Lender the cost of any other expenses that the Lender may incur in connection with the loan, and to pay to the Lender the cost of any other expenses that the Lender may incur in connection with the loan.

Property of Cook County Clerk's Office

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\$14.00/E

Notary Public, State of Illinois, Borrower and Lender further covenant and agree as follows:

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19. Acceleration. If any of the covenants in this Security Instrument are violated, Borrower shall be in default hereunder. Lender may, at its option, accelerate the maturity of the loan and declare the entire principal amount of the loan to be due and payable immediately upon the occurrence of any such default, and the action shall be taken by Lender, or its assigns, to enforce the debt secured by this Security Instrument, foreclosure by judicial proceeding and sale of the Property, and to cause the same to be done, and that failure to cure the default on or before the date specified in the notice may result in acceleration of the loan secured by this Security Instrument, foreclosure by judicial proceeding and sale of the Property, and to cause the same to be done, and to inform Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the bona fide existence of a default or any other defense of Borrower to acceleration and foreclosure. If the default is not cured on or before the date specified in the notice, Lender at its option may require immediate payment of the entire principal amount of this Security Instrument without further demand and may foreclose this Security Instrument by judicial proceeding, but not limited to, reasonable attorneys' fees and costs of collection.

20. Lender in Possession. Upon acceleration under paragraph 19, assignment of the Property and possession of the Property prior to the expiration of any period of redemption to a trustee or general agent appointed by Lender, or its assigns, or a receiver appointed by the court, shall be authorized to enter upon, take possession of and manage the Property, and to collect the rents and profits of the Property and to pay the taxes and other charges on the Property and to collect the same, but not limited to, reasonable attorneys' fees, and then to apply the same to the payment of the debt secured by this Security Instrument.

21. Release. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument without charge to Borrower. Borrower shall pay any recording costs.

22. Waiver of Homestead. Borrower waives all right of homestead exemption in the Property.

23. Riders to this Security Instrument. If one or more riders are executed by Borrower and deposited with Lender with this Security Instrument, the covenants and agreements of such such rider shall be incorporated into this Security Instrument, and shall supplement, modify, amend and agree to the covenants and agreements of this Security Instrument as if the covenants and agreements of this Security Instrument had been so modified.

- Admitted State Rider
- Condominium Rider
- 2nd Party Rider
- Graduated Payment Rider
- Planned Unit Development Rider
- Other (specify):

BY SIGNING HEREON, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any rider executed by Borrower and to order to that effect.

AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, NOT PERSONALLY, BUT AS TRUSTEE UNDER TRUST NO. 103486-05 DATED 9/1/87.

This Mortgage is executed by the American National Bank and Trust Company of Chicago, 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 American National Bank and Trust Company of Chicago, 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 First Party or on said American National Bank and Trust Company of Chicago personally for any debt or any interest that may accrue thereon or any indebtedness arising hereunder, or to perform any covenant either expressly implied herein contained, all such liability, if any, being expressly waived by Mortgagee, and by every person now or hereafter claiming a right of security hereunder, and that so far as the First Party and its successors and said American National Bank and Trust Company of Chicago personally are concerned, the legal holder or holders of said note, and the owner or owners of any indebtedness arising hereunder, shall look solely to the promises hereby made of 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.

IN WITNESS WHEREOF, AMERICAN NATIONAL BANK AND TRUST COMPANY of Chicago, 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 hereunto affixed and attested by its Assistant Secretary, the day and year first above written.

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

By

WITNESSE

[Signature]
Vice President
[Signature]
Assistant Secretary

STATE OF ILLINOIS,
COUNTY OF COOK

I,

KAREN E. BURNS

Peter H. Johanson

a Notary Public in and for said County, on the day aforesaid

DO HEREBY CERTIFY

Notary Public of the AMERICAN NATIONAL BANK

AND TRUST COMPANY of Chicago and SUZANNE G. BAKER, Assistant Secretary of said Company, who are personally known to me to be the same persons who executed the foregoing instrument as such Vice President and Assistant 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 voluntary act of said Company, as Trustee as aforesaid, for the uses and purposes therein set forth, and that they acknowledged that he, as co-fostan of the corporate seal of said Company, did affix the corporate seal of said Company to said instrument as his own free and voluntary act and as the free and voluntary act of said Company, as aforesaid, and for the uses and purposes therein set forth.

OFFICIAL SEAL
Karen E. Burns
Notary Public, State of Illinois
My Commission Expires 8/27/90

MAY 09 1988
[Signature]

Form 1000

Notary Public

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