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MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on May 9, 1988 by the mortgagor, 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 existing under the laws of Illinois, and whose address is 5645 W. Lake Street, Chicago, Illinois 60644, ("Lender")

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 to Note", which provides for monthly payments with the first payment due August 8, 1988, securing to Lender all the debt evidenced by the Note, with interest, and all other amounts due or to become due, including modifications of the principal or all other sums due, interest, advanced, due or unpaid, to protect the security of this Security Instrument, and for the performance of Borrower's covenants and agreements under this Security Instrument, the Note, and its附属物. Borrower does hereby mortgage, covenant and convey to Lender the following real estate, the property:

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 has the address:

Illinois 60010

(Property Address)

Barrington, Illinois

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 water, water rights and stock rights, fixtures, new or hereafter a part of the property. All replacement, additions and alterations covered by this Security Instrument. All of the foregoing referred to in this Security Instrument as the "Property."

Borrower COVENANTS that Borrower is lawfully seized of the estate hereby conveyed and has the right to mortgage, grant and convey the Property and that the Property is unencumbered, except for encumbrances of record, Borrower warrants and will defend generally the title to the Property against all claim and demands of all persons whomsoever, except as set forth in this instrument.

THIS SECURITY INSTRUMENT contains and contains only, covenants for covenants and no warranties, covenants and no implied warranties, and no representations, express or implied, are made by either party to this instrument.

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6. Attestation of the witness to the facts contained in the affidavit or declaration made by the party to whom the witness is testifying, and the witness' signature, if any, shall be attached to the affidavit or declaration.

7. A copy of the witness' identification card, if any, shall be attached to the affidavit or declaration. If the witness' identification card does not contain his/her name, address, and Social Security number, the witness' name, address, and Social Security number shall be handwritten on the identification card.

8. A copy of the witness' driver's license, if any, shall be attached to the affidavit or declaration. If the witness' driver's license does not contain his/her name, address, and Social Security number, the witness' name, address, and Social Security number shall be handwritten on the driver's license.

9. A copy of the witness' birth certificate, if any, shall be attached to the affidavit or declaration. If the witness' birth certificate does not contain his/her name, address, and Social Security number, the witness' name, address, and Social Security number shall be handwritten on the birth certificate.

10. A copy of the witness' marriage certificate, if any, shall be attached to the affidavit or declaration. If the witness' marriage certificate does not contain his/her name, address, and Social Security number, the witness' name, address, and Social Security number shall be handwritten on the marriage certificate.

11. A copy of the witness' military discharge certificate, if any, shall be attached to the affidavit or declaration. If the witness' military discharge certificate does not contain his/her name, address, and Social Security number, the witness' name, address, and Social Security number shall be handwritten on the military discharge certificate.

12. A copy of the witness' Social Security card, if any, shall be attached to the affidavit or declaration. If the witness' Social Security card does not contain his/her name, address, and Social Security number, the witness' name, address, and Social Security number shall be handwritten on the Social Security card.

13. A copy of the witness' voter registration card, if any, shall be attached to the affidavit or declaration. If the witness' voter registration card does not contain his/her name, address, and Social Security number, the witness' name, address, and Social Security number shall be handwritten on the voter registration card.

14. A copy of the witness' driver's license, if any, shall be attached to the affidavit or declaration. If the witness' driver's license does not contain his/her name, address, and Social Security number, the witness' name, address, and Social Security number shall be handwritten on the driver's license.

15. A copy of the witness' birth certificate, if any, shall be attached to the affidavit or declaration. If the witness' birth certificate does not contain his/her name, address, and Social Security number, the witness' name, address, and Social Security number shall be handwritten on the birth certificate.

16. A copy of the witness' marriage certificate, if any, shall be attached to the affidavit or declaration. If the witness' marriage certificate does not contain his/her name, address, and Social Security number, the witness' name, address, and Social Security number shall be handwritten on the marriage certificate.

17. A copy of the witness' Social Security card, if any, shall be attached to the affidavit or declaration. If the witness' Social Security card does not contain his/her name, address, and Social Security number, the witness' name, address, and Social Security number shall be handwritten on the Social Security card.

18. A copy of the witness' voter registration card, if any, shall be attached to the affidavit or declaration. If the witness' voter registration card does not contain his/her name, address, and Social Security number, the witness' name, address, and Social Security number shall be handwritten on the voter registration card.

19. A copy of the witness' driver's license, if any, shall be attached to the affidavit or declaration. If the witness' driver's license does not contain his/her name, address, and Social Security number, the witness' name, address, and Social Security number shall be handwritten on the driver's license.

20. A copy of the witness' birth certificate, if any, shall be attached to the affidavit or declaration. If the witness' birth certificate does not contain his/her name, address, and Social Security number, the witness' name, address, and Social Security number shall be handwritten on the birth certificate.

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010-88002288 11522 MAY-1988

Mr. Justice Ladd: I do not consider it necessary to go into the question of making the law required by the Statute of Incorporation more stringent than it is at present, as there is no difficulty in affording protection against such a course.

The following table gives the results of the experiments on the absorption of water vapor by the various materials.

It is also interesting that tower, or of other advice by *Lambertus Harrewij* that the government return to the former, but now it is proposed to transfer within 30 days after the election, to the new government, so that the new government can start its activity as soon as possible, and not later than one day.

¹ It is interesting to note that my interpretation of the evidence to be reviewed did not extend to the question of whether or not the two men had been present at the time of the killing.

19. There was no property or equipment used in the preparation of my **Master's Thesis**. I declare that all work contained in this thesis is my original work, except where otherwise indicated. I also declare that there were no other persons involved in the preparation of this thesis.

The Security and the two Company Bonds and several Trust Bills; **Cashier.** The Governor, and all amounts of
the Security, shall be paid at the time and before the vesting and maturity of the said Bonds or Bills; **Debtors.** All debts, &c.,
of partners, &c., shall be paid before the vesting and maturity of the Security; **Debtors.** All debts, &c., shall be paid before
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the vesting and maturity of the Security; **Debtors.** All debts, &c., shall be paid before the vesting and maturity of the Security;

12. **Non-Charging.** If the claim required by this Security Instrument is subject to a law which sets maximum liability charges and if the amount of the claim exceeds such maximum, then, if any such claim is filed or otherwise collected in connection with the claim exceeding the permitted limits, then, if any such claim is filed or otherwise collected, it shall be necessary to reduce the amount to the permitted limit, and (B) any sums already collected from Borrower which exceed the permitted limits will be reduced to the permitted limit, and (C) any claim to make up losses caused by reducing the original amount under the Note or the amount of the claim required by Borrower. If a reduced amount is required, then it will be the legal and partial presumption of law that any overpayment charge under the Note

13. Regulation Affecting Lender's Rights. If enactment or exception of applicable laws has the effect of rendering any provision of the Note or this Security Instrument ineffective or contrary to its terms, then such provision may be superseded by language as shall reflect the intent expressed and may include any term or term or terms permitted by law, and the Note and this Security Instrument shall be construed generally in accordance therewith.

14. Notices. Any notice to Borrower provided for in this Security Instrument shall be given by certified mail or by registered mail, postage prepaid, or another method. The notices shall be directed to the Property Address or any other address Borrower designates by notice to Lender. Any notice to Lender shall be given by first class mail, postage prepaid, or certified letter or any other method Lender designates by notice to Borrower. Any notices provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when delivered as provided in this instrument.

Article 11. Government Law; Severability. This Security Instrument shall be governed by federal law and the law of the jurisdiction where it was executed, but except that any provision of clause 11.2 or 11.3 of this Agreement or Section 11.4 of this Agreement that purports to affect other provisions of this Security Instrument or the Note which can be severed from the contract of sale of the Notes and the instrument of this Security Instrument, shall not affect other provisions of this Security Instrument or the Note.

16. *Borrower's Copy.* Borrower shall be given one conformed copy of the Note and of this Security Instrument.

17. Transfer of the Property or a Beneficial Interest in Borrower. If all or any part of the Property or any interest in it, or the right to receive or a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person who is a legal citizen or resident of the United States, any immediate payment in full of all sums so secured by this Note shall be required. However, this condition shall not be imposed by a transfer of the Property if so stated by the law of the state where the property is located.

If funds are not paid when due, Lender shall give Borrower notice of acceleration. The notice shall provide that, if not less than ten days from the date of the notice is delivered or mailed, unless otherwise provided in this Section, Lender may declare all amounts due or to become due at this period, interest and other charges, and all other obligations of the Borrower under this Agreement to be due and payable in full demand on them.

As a result, the government has certain goals it wants to achieve, and therefore shall take certain steps to achieve those goals. The government is responsible for its actions, and if it fails to achieve its goals, it is responsible for that failure. The government is also responsible for any damage it causes to the property rights of any party that it interacts with.

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Each party to these Covenants, Borrower and Lender further covenant and agree as follows:

19. Acceleration. Lender may declare the amount due under this Security Instrument to be due and payable in full or in part by giving Borrower notice in writing to Borrower to cure the default following Borrower's failure to pay any amount due under this Security Instrument when it becomes due and payable in accordance with the terms of this Security Instrument. In addition, unless applicable law provides otherwise, the notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument, foreclosure by judicial proceeding and sale of the Property. Lender may also give notice to inform Borrower of the right to remstate after acceleration and the right to assert in the foreclosure proceedin g the non-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 then be issued the payment or to have the Property sold under this Security Instrument without further demand and may foreclose this Security Instrument by judicial proceeding. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 19, but not limited to reasonable attorneys' fees and costs of enforcement.

28. Lender in Possession. 2. If no payment or greater than grace¹⁰ or abandonment of the Property occurs by the due date prior to the expiration of any period of tenement or tenancy, "general" safety Lender can, by notice, require the lessee appointed in clause 1A to be entitled to enter upon, take possession of and remove the Property at any time before the Due Date in full or otherwise due. Any rents or lease by Lender or the receiver will be paid to Lender, together with costs of management of the Property and collection of rents, including, but not limited to, reasonable expenses received by him and reasonable attorneys' fees, and then to the lessor measured by this Security Lien.

24. 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 Homeestead: Borrower waives all rights of homestead exemption in the Property.

22. **Records to the Security Instrument.** If one or more records are executed by Borrower and recorded together with this Security Instrument, the covenants and agreements of such such record shall be incorporated herein as if made a supplement to the covenants and agreements of this Security Instrument as of the date of recording of such Security Instrument (the applicable record).

Additional Data Pages

17 *Contaminant Rider*

REFERENCES

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Management Unit Development Rules

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By signature below, Borrower accepts and agrees to the terms and covenants contained in this Note, the
Instrument and in any recast documents by Borrower and recorded therein.

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, to make 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 or contained in all such indentures, all of which being expressly waived by Mortgagor and by every person now or heretofore claimed as a holder 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 head holder or holders of said note and the owner or owners of any indebtedness accruing hereunder, shall look solely to the premises hereby mortgaged for the payment thereof, by the enforcement of the lien hereby created, in the manner herein and in substance provided or by action to enforce the personal liability of the guarantor, if any.

IN WITNESS WHEREOF, American National Bank and Trust Company of said, has caused these presents to be signed by one of its Vice Presidents, or Assistant Vice Presidents, and attested by its Assistant Secretary, this day and year last above written.

AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO

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3112

Mathematics

**STATE OF ILLINOIS
COUNTY OF COOK.**

KAREN E. BURNS

Peter H. Johansson

DO JURISDICTIONAL LIMITS exist?

SUZANNE G. PARKER, Assistant Secretary of said Company, who are personally known to me to be the same persons whose names are subscribed to 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 that it is a true, accurate and correct copy of the original instrument of said Company as Trustee as deposited for the uses and purposes therein set forth. I further declare that they acknowledge that for as custodian of the corporate seal of said Company, they affix the same to the original instrument as its own free and voluntary act and as the free and voluntary

GAYLEN NOTARY PUBLIC, State of Illinois
My Commission Expires 8/27/90

[Signature] MAY 09 1988

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