

Exoneration provision restricting any liability of The Columbia National Bank of Chicago, is attached.

**UNOFFICIAL COPY**

REC-00662, Brown, Jake  
COLUMBIA NATIONAL BANK OF CHICAGO,  
AS TRUSTEE, UNDER TRUST AGREEMENT  
DATED OCTOBER 15, 1984 AND KNOWN  
AS TRUSTEE AND NOT INDIVIDUALLY

This Mortgage made this 2nd day of June, 1988 between

AS TRUST #1990 (herein the "Mortgagor") and ALLIANCE FUNDING CO.

and its successors and assigns (hereinafter the "Mortgagee").

88246852

**RECITALS**

WHEREAS, Mortgagor is indebted to Mortgagee in the sum of TWENTY-EIGHT THOUSAND FOUR HUNDRED TWENTY AND 20/100's

(28,420.20) Dollars including interest thereon as evidenced by a Promissory Note of even date herewith made by Mortgagor (the Note) and payable in accordance with the terms and conditions stated therein;

NOW, THEREFORE, Mortgagor, in consideration of the aforesaid sum and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, to secure payment thereof and of all other sums required by the terms of said Note or of this Mortgage to be paid by Mortgagor and to secure the performance of the terms, covenants and conditions herein or in the Note contained and to secure the prompt payment of any sums due under any renewal, extension or change in said Note or of any Note given in substitution thereof, which renewal, extension, change, or substitution shall not impair in any manner the validity or priority of this Mortgage does hereby grant, convey, warrant, sell and assign to Mortgagee, its successors and assigns all

of the following real estate situated in COOK County, Illinois, to wit:

THE SOUTH 40 FEET OF THE NORTH 80 FEET OF LOT 1 IN BLOCK 12 IN JOHN JOHNSTON, JR.'S ADDITION TO AUSTIN, IN THE SOUTH 1/2 OF THE SOUTHWEST 1/4 OF SECTION 5, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PIN# 16-05-326-013

CKA 844 NORTH AUSTIN BLVD., OAK PARK, IL 60302

88246852

EQUITY TITLE COMPANY EC 100682

PROPERTY OF COOK COUNTY CLERK'S OFFICE

Together with all improvements, tenements, hereditaments, easements, and appurtenances thereunto belonging or pertaining, and all equipment and fixtures now or hereafter situated thereon or used in connection therewith, whether or not physically attached thereto.

To have and to hold the premises unto Mortgagee, its successors and assigns, forever, for the purposes and uses herein set forth, free from all rights and benefits under the Homestead Exemption Laws of the State of Illinois, which said rights and benefits Mortgagor does hereby expressly release and waive

See Reverse Side for Additional Covenants

# Mortgage

TO

Dated.

19

REGISTRY OF DEEDS

for

County

(received)

19

at \_\_\_\_\_ clock \_\_\_\_\_ minutes \_\_\_\_\_

Recorded in Vol. \_\_\_\_\_ Page \_\_\_\_\_

Attest:

Register of Deeds

From the Office of

Return to:

~~XXXXXXXXXXXXXXXXXXXX~~  
Box 176 BETH

Property of Cook County Clerk's Office

89V288

State of Illinois )  
 ) SS.  
County of Cook )

**UNOFFICIAL COPY**

8 6 2 4 8 8 5 2

I, the undersigned, a Notary Public, in and for said County in the State aforesaid, do hereby certify that Helen M. Hyc, ATO Vice-President of COLUMBIA NATIONAL BANK OF CHICAGO, and Judith L. Veiden, A.C. Trust Officer of said Bank, who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Vice President and 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 as the free and voluntary act of said Bank, as Trustee as aforesaid, for the uses and purposes therein set forth; and the said Cashier then and there acknowledged that she, as custodian of the corporate seal of this Bank, did affix the corporate seal of said Bank to said instrument as her own free and voluntary act and as the free and voluntary act of said Bank, as Trustee, as aforesaid, for the uses and purposes therein set forth.

Given under my hand and notarial seal, this 7th day of June, 1988. A.D.

Karen M. Hansen  
Notary Public

NOTARY PUBLIC STATE OF ILLINOIS  
MY COMMISSION EXP. FEB. 18, 1990  
ISSUED THRU ILL. NOTARY ASSOC.

My Commission expires: \_\_\_\_\_

88246852

IMPRESS  
NOTARIAL SEAL  
HERE

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 \_\_\_\_\_ President and \_\_\_\_\_ Secretary, they signed and delivered the said instrument as \_\_\_\_\_ President and \_\_\_\_\_ Secretary of said corporation, and caused the corporate seal of said corporation to be affixed thereto, pursuant to authority, given by the Board of \_\_\_\_\_ 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.

NEER

88246852

Given under my hand and official seal, this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_.

Commission expires \_\_\_\_\_

This instrument was prepared by \_\_\_\_\_

(NAME AND ADDRESS)

DEPT-01 RECORDING \$14.00  
T01111 TRAM 4773 06/07/88 14:27:00  
MET 12 4 A 8-00-246852  
COOK COUNTY RECORDER

14 -

88246852



UNOFFICIAL COPY

0 0 2 4 6 0 5 2

88246852

Handwritten signature or initials

DEPT-01 RECORDING \$19.00  
751111 TOWN 973 06/07/00 14:07:00  
82712 # 2 03-296052  
COOK COUNTY RECORDER

88246852 DOCUMENT NUMBER

This instrument was prepared by \_\_\_\_\_

(NAME AND ADDRESS)

Commission expires \_\_\_\_\_

NOTARY PUBLIC

Given under my hand and official seal, this \_\_\_\_\_ day of \_\_\_\_\_ 19\_\_\_\_

act, and as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth, authority, given by the Board of \_\_\_\_\_ of said corporation as their free and voluntary Secretary of said corporation, and caused the corporate seal of said corporation to be affixed thereto, pursuant to delivered the said instrument as \_\_\_\_\_ President and \_\_\_\_\_ Secretary, they signed and as such \_\_\_\_\_ President and \_\_\_\_\_ Secretary, they signed and subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that Secretary of said corporation, and personally known to me to be the same persons whose names are corporation, and \_\_\_\_\_ personally known to me to be the \_\_\_\_\_

IMPRESS NOTARIAL SEAL HERE

of the

CERTIFY, that \_\_\_\_\_

State of Illinois, County of \_\_\_\_\_

ss. I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO HEREBY personally known to me to be the \_\_\_\_\_ President

Corporate

AFFIX

This instrument was prepared by \_\_\_\_\_

(NAME AND ADDRESS)

SAMUEL M. EINHORN 1500 W. SHORE DRIVE, ARLINGTON HEIGHTS, IL 60004

Commission expires \_\_\_\_\_

Given under my hand and official seal, this \_\_\_\_\_ day of \_\_\_\_\_ 19\_\_\_\_

personally known to me to be the same person \_\_\_\_\_ whose name subscribed in the foregoing instrument, appeared before me this day in person, and acknowledged that \_\_\_\_\_ signed, sealed and delivered the said instrument as \_\_\_\_\_ free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

IMPRESS SEAL HERE

State of Illinois, County of \_\_\_\_\_

ss. I, the undersigned, a Notary Public in and for said County, and the State aforesaid, DO HEREBY CERTIFY that \_\_\_\_\_

Individuals

ACKNOWLEDGEMENTS:

# UNOFFICIAL COPY

This instrument is executed by COLUMBIA NATIONAL BANK OF CHICAGO, personally but solely as Trustee, as aforesaid. All the covenants and conditions to be performed hereunder by COLUMBIA NATIONAL BANK OF CHICAGO, are undertaken by it solely as Trustee, as aforesaid and not individually, and no personal liability shall be asserted or be enforceable against COLUMBIA NATIONAL BANK OF CHICAGO by reason of any of the covenants, statements, representations or warranties contained in this instrument.

## COVENANTS

### Mortgagor covenants and agrees:

1. To pay, when due, all sums secured hereby.
2. To keep the premises in good condition and repair and not to commit or permit waste thereon;
3. To keep the buildings now and hereafter standing on the mortgaged premises and all insurable parts of said real estate insured against loss or damage by fire or other hazards as the Mortgagee may from time to time require, all such insurance to be in forms and companies and in terms satisfactory to Mortgagee. A copy of all insurance policies shall be held by and be payable to Mortgagee as its interest may appear. At least fifteen (15) days before the expiration of each such policy, Mortgagor shall deliver to Mortgagee a copy of a policy to take place of the one so expiring.
4. To pay, ten (10) days before the same shall become delinquent or a penalty attaches thereto for non-payment, all taxes, assessments and charges of every nature which may be levied, assessed, or charged or imposed on the premises, or any part thereof, and to pay when due any indebtedness which may be secured by a lien or charge on the premises, and, upon request by Mortgagee, to exhibit to Mortgagee satisfactory evidence of the payment and discharge of such lien or claim.
5. To comply promptly with all ordinances, regulations, laws, conditions and restrictions which affect the mortgaged property, or its use, and not permit it to be used for any unlawful purposes.
6. To execute, acknowledge and deliver any and all instruments upon demand of Mortgagee, as Mortgagee may deem appropriate to perfect, further evidence, protect or facilitate the enforcement of the lien of this Mortgage.
7. Mortgagor hereby assigns and transfers to Mortgagee all rents and profits due or to become due and all deposits of money as advanced rent, or for security, under all present and future leases or agreements for use or occupancy of the mortgaged premises, including those made by Mortgagee under powers heretofore granted, hereby absolutely transferring and assigning all such leases and agreements and all avails thereunder to Mortgagee.
8. Mortgagor hereby assigns and transfers unto Mortgagee, up to the amount of the indebtedness secured hereby, all awards of damages in connection with any taking or injury of the mortgaged property under power of eminent domain or acquisition for public use or quasi-public use, and the proceeds of all awards after the payment of all expenses, including Mortgagee's attorney's fees, shall be paid to Mortgagee and Mortgagee is hereby authorized, on behalf and in the name of Mortgagor, to execute and deliver valid acquittances and to appeal from any such award.
9. In the event of loss or damage to the mortgaged property, the proceeds of any insurance shall be paid to the Mortgagee. All monies received in respect of the mortgaged property by Mortgagee (a) under any policy of insurance, (b) from awards of damages in connection with any taking or injury of the mortgaged property for public use, (c) from rents and income, may at Mortgagee's option, without notice, be used (i) towards the payment of the indebtedness secured hereby or any portion thereof whether or not yet due and payable; (ii) towards reimbursement of all costs, attorneys fees and expenses of Mortgagee in collecting the proceeds of the insurance policies or the awards connected with the taking or injury of the mortgaged property. Any such monies received by Mortgagee not used as aforesaid will be paid over to Mortgagor.
10. In the event of a default by Mortgagor in the performance of any agreement of Mortgagor hereunder or under any other instrument given as security in connection with this transaction or in any payment provided for herein or in the Note; or if there is a default in any prior mortgage affecting the premises for a period of thirty (30) days, or if there is an advance to Mortgagor under the terms of any prior open-end mortgage without the written consent of Mortgagee, or if Mortgagor shall become bankrupt or insolvent, or file a petition in bankruptcy or a voluntary petition to reorganize or to effect a plan or other arrangements with creditors or make an assignment for the benefit of creditors or have a receiver appointed or should the mortgaged premises or any part thereof be attached, levied upon or seized, or if any of the representations, warranties or statements of Mortgagor herein contained be incorrect or if the Mortgagor shall abandon the mortgaged property, or sell or attempt to sell all or any part of the same, then and in any of such events, at Mortgagee's option, the whole amount hereby secured shall become immediately due and payable without notice or demand and this mortgage may be foreclosed accordingly. If Mortgagor should abandon the mortgaged property, Mortgagee may take immediate possession thereof with or without foreclosure.
11. In the event of default in performance of any of Mortgagor's covenants or agreements herein contained, Mortgagee may, but need not, pay or perform any act hereinbefore required of Mortgagor, in any form and manner deemed expedient and may, at its option, make or partial payments of principal or interest on prior encumbrances, if any; and purchase, discharge or otherwise release any other lien, encumbrance, suit, title or claim thereon or redeem from any tax sale or foreclosure sale any property subject to any such assessment. All monies paid for any of the purposes herein authorized and all reasonable attorney's fees, in and any other monies advanced by Mortgagee to pay or perform any such act shall be added to the additional indebtedness secured hereby and shall become a part of the Note secured hereby.
12. In the event of any foreclosure sale of the mortgaged property hereunder or in connection with the Note secured hereby, Mortgagor shall be bound to pay to Mortgagee the amount of the indebtedness secured hereby at the time of such sale.

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COMMERCIAL

Clark's Office

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