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LAND TRUST MORTGAGE

\$16.00

The undersigned, UNION NATIONAL BANK & TRUST COMPANY OF ELGIN, a banking association, not personally but as Trustee under the provisions of a deed in trust duly recorded and delivered to the undersigned pursuant to a U.S. Agreement dated FEBRUARY 10, 1967, and known as Trust Number 1955 herein referred to as the "Mortgagor", does hereby mortgage and convey to Union National Bank & Trust Company of Elgin, a banking association herein referred to as the "Mortgagee", the following real estate in the County of Cook, State of Illinois, to wit:

LOT 50 IN THE MEADOWS SOUTH PHASE I, BEING A SUBDIVISION IN PART OF THE EAST HALF OF THE NORTHEAST QUARTER OF AND PART OF THE WEST HALF OF THE NORTHEAST QUARTER, ALL IN SECTION 25, TOWNSHIP 41 NORTH, RANGE 9 EAST OF THE THIRD PRIM. IN COOK COUNTY, ILLINOIS

common address: LOT 50 - 405 SOUTHWOOD CIRCLE, STREAMWOOD, IL

06-25-101-005-0000

Together with all buildings, fixtures or appurtenances now or hereafter erected thereon 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 or other services, and any other thing now or hereafter therein or thereon, the furnishing of which by lessors to lessees is customary or appropriate, including screens, window shades, storm doors and windows, floor coverings, screen doors, in-a-door beds, awnings, 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 subordinated to the rights of all mortgages, 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 and equipment, unto said Mortgagee forever for the uses herein set forth. Notwithstanding any of the provisions contained herein, the mortgagor hereby waives any and all rights of redemption from said under any order or judgement of foreclosure on its own behalf and on behalf of each and every person, except judgement creditors of the mortgagor, acquiring any interest in or title to the premises subsequent to the date of this mortgage.

To secure (1) The payment of a Note executed by the Mortgagor to the order of the Mortgagee bearing ever date herewith in the principal sum of FIFTEEN THOUSAND SIX HUNDRED SEVENTEEN AND 50/100 DOLLARS (\$15,617.50), which Note, together with interest thereon as therein provided, payable in full at maturity. All payments are to be applied, first, to any late charges due, then interest, and the balance to principal, until said indebtedness is paid in full; (2) The performance of other agreements in said Note and Construction Loan Agreement dated JULY 5TH, 1988, which are hereby incorporated herein and made a part hereof, and which provides, among other things, upon ten days notice from the Mortgagee for an additional monthly payment of one-twelfth (1/12) of the estimated annual taxes for 1989 the Mortgagee has pledged an interest bearing savings account to be set aside for taxes, assessments, insurance premiums and other charges on the mortgaged premises, and (3) The performance of all of the covenants and obligations of the Mortgagor to the Mortgagee defined in the Note and Construction Loan Agreement dated JULY 5TH, 1988.

It is agreed that the principal and interest thereon as herein and in the Note, and any sum owing by reason of any agreement extending the time of payment, shall be paid by the Mortgagor when due and before any penalty attaches, together with all interest, taxes, assessments, insurance premiums, water charges, and sewer charges.

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in these instances of failure to perform any of the foregoing duties.

and other alterations, apparatus, apparatuses, instruments, trademarks or signs of any kind, based upon said property, (c) any purchase or acquisition of real, personal or other property under which title is reserved in the vendor, and (d) any equipment, fixtures or apparatus of said property to be placed in or upon any vessel or structure.

(II) Not to accept or interest in and to said proprietor the right title or interest in and to said property of any vessel or structure.

(III) Not to acknowledge without the written consent of the mortgagor bearing first hand and obtainable any sale, assignment or transfer of any benefit or interest in and to the above named vessel or structure.

(IV) Not to alienate, sell, lease, or otherwise dispose of any part of the property mentioned in the instrument of mortgage, except as may be provided by the instrument, and to pay all costs, expenses, advances, and taxes incurred in the security hereunder, and to make a full and prompt payment of the same at the time and place of payment, and to defend any proceeding which is to be taken against the mortgagor in any suit, action, or proceeding to collect the amount due on the instrument of mortgage, and to pay all costs, expenses, and taxes incurred in the defense of such suit, action, or proceeding.

(V) To pay all costs, expenses, and taxes incurred in the defense of any suit, action, or proceeding to collect the amount due on the instrument of mortgage, and to pay all costs, expenses, and taxes incurred in the defense of such suit, action, or proceeding.

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but you can't do that with the owner's help or stand before a judge and say "I'm innocent".

the goal of a later date, or having been given a broad mandate to review and evaluate the entire program.

and the other half of the Army go to fight the Germans. At present, however, we are not in a position to do this, as our forces are not yet strong enough to sustain such a blow. The best course would be to postpone the attack until we have more troops available.

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to enter upon and take possession of it, in safety, most readily

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1. **NONMUTATING** Standard library of the **Protocol**s contains no **mutating** methods.

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FILED FOR RECORD
COOK COUNTY, ILLINOIS

BOX 333-LC



RECEIVED, 11-12-06
CLERK - COOK COUNTY CLERK'S OFFICE
LAW OFFICES OF HARTNEY & HARTNEY, LTD.
Prepared by + Mail to:

GIVEN under my hand and Notarial Seal this twenty-eighth day of July, two thousand eight.

I, Brenda D. Hartney, a Notary Public in and for said County of Illinois, do
certify that the undersigned person is personally known to me and
that she is the same person whose name appears on the instrument
which she has signed and affixed her Notarial Seal thereto this twenty-eighth day of July, two thousand eight.
Assistants Vice President of said Bank who are present at the time of signing
NATIONWIDE BANK & TRUST COMPANY OF ILLINOIS and Manager of
each branch, to certify that the same persons whose names appear on the instrument
are the same persons whom the Assistant Vice President and Manager
of each branch of the bank are personally acquainted with and know to be
trustworthy and reliable persons and that they have been
employed by the bank for a period of at least one year and
are now employed by the bank.
I, Brenda D. Hartney, a Notary Public in and for said County of Illinois,
do hereby certify that the same persons whose names appear on the instrument
are the same persons whom the Assistant Vice President and Manager
of each branch of the bank are personally acquainted with and know to be
trustworthy and reliable persons and that they have been
employed by the bank for a period of at least one year and
are now employed by the bank.

STATE OF ILLINOIS
COUNTY OF KANE

Attest: *Brenda D. Hartney, N.P.*
Brenda D. Hartney, Notary Public, State of Illinois, Serial No. 072382, Valid until 07-20-2011.

MS. THIS IS THE OFFICIAL RECORDING OF THIS DOCUMENT.
ALL INFORMATION CONTAINED HEREIN IS UNPUBLISHED AND IS THE PROPERTY OF
THE CITY OF CHICAGO. IT MAY NOT BE REPRODUCED, COPIED, OR
DISSEMINATED EXCEPT AS PROVIDED IN THE RECORDING ACT.

RECORDED ON JULY 28, 2008.

RECORDED AND INDEXED IN THE OFFICIAL RECORDS OF THE CITY OF CHICAGO
ON JULY 28, 2008, BY CLERK OF THE CITY OF CHICAGO, IN ACCORDANCE WITH
THE RECORDING ACT OF THE STATE OF ILLINOIS.

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