1984 JUL 25 AN ID: 36

88325640

88325640

LAND TRUSTEE 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 or deeds in trust duly recorded and delivered to the undersigned pursuant to a Trust Agreement dated FEBRUARY 10, 1987, and known as Trust Number to a Trust Agreement dated reproduct to, trust, and comes hereby mortgage and 1955 hereinafter referred to as the "Mortgagor", done hereby mortgage and convey to Union National Bank & Trust Company of Elgin, a banking association hereinafter referred to as the "Mortgagee", the following real estate in the County of Cook, State of Illinois, to wit:

LUT 36 IN THE MEADOWS SOUTH PHASE 1, BEING A SUBDIVISION IN PART OF THE EAST HOLF OF THE NORTHWEST QUARTER OF AND PART OF THE WEST HALF OF THE NORTH FAST QUARTER ALL IN SECTION 25, TOWNSHIP 41 NORTH, RANGE 9 EAST OF THE THISD P.M., IN COOK COUNTY, ILLINOIS

common address: LOT 56 - 113 WOODVIEW DRIVE, STREAMWOOD, IL

Ob-25-16(-065-0000)

Together with all buildings, fixtures or appurtenances now or hereafter erected thereon or placed therein, including all apparatus, equipment, fixtures or article; whether in single units or centrally controlled, used to supply hear, crs, 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, from 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 sair premises which are hereby pledged, assigned, transferred and set over unto the Mortgagee, whether now due or hareafter to become due as provided natein. The Mortgageee is hereby subrogated to the rights of all mortgages, lien holders and owners paid O off by the proceeds of the loan hereby secured.

C١٠ I To have and to hold the said property, with said buildings, improvement fixtures, appurtenances and equipment, unk said Mortgagee forever for used herein set forth. Notwithstanding any of the provisions contained improvements. herein, the mortgagor hereby waives any and all rights of redemption from sale under any order or judgement of foreclosure in 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. 957.124.00 OJ

Nino secure (1) The payment of a Note executed by the Mortgager to the order miof the Mortgagee boaring even date herewith in the principal sum of FIFTY MEVEN THOUSAND ONE HUNDRED THENTY FOUR AND NOVICE DOLLARS (*57,124.00), SEVEN THOUSAND ONE HUNDRED THENTY FOUR AND NOVICE DOLLARS (101,124.00), which Note, together with interest thereon as therein provided, payable of it at maturity. All payments are to be applied, first, to all late charges due, then interest, and the balance to principal, until said indebtedness is paid in full; (2) The performance of other agreements in faid Note and Construction Loan Agreement dated JULY 1978, 1988, which or versby imporporated herein and made a part hereof, and which provides, song other things, upon ten days notice from the Mortgages for an anditional monthly coyment of one-twelfth (1712) of the estimated annual rives funlass the Mortgageo has pledged an interest bearing savings account to natiofy outimased turned associaments, instructs promisens and ther charges upon the mortgaged promises, and (4) The performance of all of the Covenants and polljavious of the Horraggor to the Horkgause, as contained herein and in said Note and Constitution Com Agraement, detend ULY 157H, 1986.

at Makingagay COvenants:

4 (1) To paid said indebtedoess and the interest thousing as became and in and flower growided, our accurating to my agreement commenting the time of cashs the sure the to may often due and before any penerty ettached securing all larger, sugar of agreements, water charger, and seemen of inco-

Property of Coot County Clark's Office

inst said property (including those herefore due), and to furnish portgagee, 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 provide public liability insurance and such other insurance as the Mortgages may require, until said indebtedness is fully paid, or in case of foreclosure, until expiration of the period of "edemption, for the full insurable value thereof, in such companies and in such form as shall be satisfactory to the Mortgagee; such 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 grantee 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 Montgagor all necessary proofs of loss, receipts, cuchers, releases and acquittances required to be signed by the insurance companies, and the Mortgagor agrees to sign, upon demand, all receipts, voichers and releases required of it to be signed by the Montgaged for such surpose; and the Montgagee is authorized to apply the proceeds of any insurance claim to the restoration of the property or upon the indebtedness hereby a lared in its discretion, but monthly payments shall continue until said indebtedness is paid in full; (4) Immediately after destruction or damage, or commence and promptly complete the rebuilding or restoration of buildings and improvements now or hereafter on said promises, unless Mortgadie elects to apply on the indubtedness secured hereby the proceeds of any insurance covering such destruction or damage: (5) To keep said premises it 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 hersof; (a) To comply with the provisions of any dease if this Mortgage is on a leasehold; (7) To perform all obligations under any declaration, coverent, bylaws, regulations, and constituent documents governing said crumises if the Mortgage is we a condeminium or a planned unit development; (P) Not to make, suffer or semait any unlawful use of any nulsance to exist in said property nor so diminish nor 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 germit, without the written permission of the Mortgages toing first had and obtained (a) any use or the property for any purpose other than that for which 1/15 now used. b) any alterations, additions, demolition, removal or sale of my improvements, apparatus, apparatus, apparatus fixtures or equipment now or nergy/ter upon said property, (c) any purchase on conditional sale, lease or agreement under which title is reserved in the vendor, or any appointies. Fixtures or equipment to be placed in or upon any buildings improvements on said property, (d) any sale, assignment or transfer of may right billo or interest in mod to said property or any portion thereof. (11) Not to recent or setmostodge without the written consent of the Mortgager parmy a rule but her obtained any sale, assignment or transfer mer terreformal community and to the above numbered trust; (12) To compare within a community of the any buildings or improvements now and I was in principle of encertains upon the said premises: (13) To appear to derend they also well as which in the opinion of the Mortgagee affords the control of the control of the may at the start dependent and found the control and it is given the grapher or copy paracepting in which may be made a confin gette great by arrage of the at the Lyago.

The coverage of the control of the coverage between the coverage of the covera

Actional indebtedness secured by this Mortgagee with the same priority the original indebtedness and may be included in any decree foreclosing this Mortgage and be paid out of the rents or preceds of sale of said premises if not otherwise baid; 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 here contained shall be construed as requiring the Mortgagee to advance any moneys for any purpose nor to do any act hereunder; and the Mortgagee shall not incur any personal liability because of anything it may do or emit to do hereunder.

- C. That it is the intent hereof the secure payment of said Note whether the entire amount shall have been advanced to the Mortgagor at the date hereof or a later date, or having been advanced, shall have been repaid in part.
- D. That is the event the expectation of said property or any part thereof becomes served in a person other than the Mortgagor, the Mortgagee may, without notice to the Mortgagor, deal with such spacessors in interest with reference to this Mortgage and the debt hereby secured in the same manner as with the Mortgagor, and may forbear to sue or may extend time for payment of the debt, secured hereby, without discharging or in any way affecting the liability of the Mortgagor hereunder or upon the debt hereby secured.
- E. That time is of the ensence hereof, and if default he made in performance of any covenant he win contained or in making any payment under said Note or obligation or any extension or renewal thereof, or if proceedings be instituted to inforce any other lien or charge upon any of naid property, or upon the filing of a proceeding in bankruptcy by or against the Mortgagor, or if the Lo tgagor shall make any assignment for the benefit of its creditors or if its creditors or if its property be placed under control or in custody of any court, or if the Mortgagor abandon any of said property or in the event of the transfer of, or agreement to transfer, any right, title or interest in said property of any portion thereof, or in the event of any sale, assignment or transfer of any beneficial interest in and to the above numbered trust, or if the Mortgagor fails to complete within a reasonable time, any building or buildings now or at any time in process of erection upon said premises, then and in any of said events, the Martgages is mereby sutherized and empowered, at its option, and without affecting the lien hereby created or the prierity of said live or any right of the Mortgage: harmunder, to confined without notice all sems sugged hareby immediately due and payable whether or not such default be remedied by the Meripager and apply toward the payment of said Morigage indebtedness any ingebted, who of the Mortgagee to the Mortgager and the Mortgagee may also immediately proceed to foreclose this Mortgage, and in any foreclosure a sale may be made of the premises enmaise inthout ordering the several parts separately. in the event that the ourseshir of eard property, or any part thereof. becomes vested in a purson other than the Mortgagor and any part of inc suces secured horeby remain corraid, and in the runther award that the Montgages does not elect to dollars such sums immediately due and payanta and normanger shall pay a reasonable for to the Montgages to arver the dues of appending the security of the Mortgaged to show awar shange of nisans strept

The first server common amount as some first excessions as non-edging mercan dest, the stands of the first of the data, it had stand of the server man, at the profession of the server and the first of the server at the server of the depression, or sometimes of the server of the ser

Property of County Clerk's Office

privation of the property, including the expenses of such receivership, on any deficiency decree whether there he a decree therefor in personam not, and if a receiver shall be appointed Mortgagor shall remain in. possession until the expiration of the full period allowed by the statue for redemption whether there be redemption or not and until the issuance of deed in case of sale, but it no deed he issued, until the expiration of the statutory period during which it may be issued, and no lease of said premises shall be nullified by the appointment or entry in possession of receiver but it may elect to terminate any lease junior to the lien hereof; and upon foreclosure of said premises, there shall be allowed and included as in additional indebtedness in the decree of sale all expenditures and expenses together with interest thereon at an interest. rate equal to the prime rate as published in the Wall Street Journal plus in, varying daily, which may be paid or incurred by or on behalf of Mortgages for attorney's fees, Mortgagee's fees, appraiser's fees, outlays for exhibits attached to pleadings, documentary and expert evidence, stemographer's fees, Master's fees and Commissions, court costs, publication to ts and costs (which may be estimated as to and include items to be extended after the entry of the decree4-of procuring all such abstracts of title, title searches, examinations and reports, guaranty policies. Torrens certificates and similar data and assurances with respect to title as Mortgagee may reasonably deem necessary either to prosecute such suit or to evidence to bidders at any sale held pursuant to such decree the true title to or value of said premises; all of which aforesaid amounts together with interest as herein provided shall be immediately due and payable by the Mortgagor in connection with (a) any proceeding, including probate or bankruptcy proceedings to which either party hereto shall be a party by reason of this Mortgage or the note hereby secured; or (b) preparations for commencement of any suit for foreclosure horsef after the accrual of the right to foreclosure, whether or not actually commenced; or (c) priparations for the defense of or intervention in any threatened or contemplated suit or proceeding which might affect the premises or the security beroof, whether or not ectually commenced. In the event of a foreclosure sale of said premises there first shall be paid out of the proceeds therrof all of the aforesaid items, then the entire indebtedness whether die and pavable by the terms hereof or not and the interest due thereon up to the time of such sale. and the overplus, if any, shall be paid to the Mortgagor , and the purchaser shall not be obliged to see to the application of the purchase Migney.

6. In case the mortgaged property, or any part thereof, s'all be taken by condemnation, the Mortgagee is hereby empowered to collect and require all commensation which may be paid for any property taken or for adapted to any property not taken and all condemnation compensation so required chall be forthwith applied by the Mortgagee as it may elect, to the immediate reduction of the indebtedness secured hereby or to the repair and restoration of any property so damaged, provided that any escess ever two amount of the indebtedness shall be delivered to the Mortgagor or (t) and once.

A. All easureds rents, issues and profits of said promises are plodyed assigned and branchered to the Nortgagee, whether now due or herearby appropriate due, under or by virtue of any lease or agreement for the use of the second of said property, or may part thereof; whether said lease a consequent of said property, or may part thereof; whether said lease a consequent of said property, and at is the intention hereof (a) to make the entity and such plongs shall not be deemed thereand on the manufactuarity and such plongs shall not be deemed thereand on the entity and such plongs shall not be deemed thereand on the consequent attention and the passession of, manage, was the entity approved said promises, or any part the passession of, manage for document function are promises, or any part thereof, make leases for document function for the said passes, and promise and provides or allow separating as follows and appropriate the consequence of the continues whether legal of appropriate or allow applying a continue applying and continue applying a continue of each continue and experienced the continues whether legal of appropriate or allow applying the continues applying and composition thereof, and by continues and equipment the office of the continues are continued to the continues appropriate or allow appropriate.

Property of Coot County Clerk's Office

JULY

25

privation of the property, including the expenses of such receivership, in any deficiency decree whether there be a decree therefor in persunam not, and if a receiver shall be appointed Mortgagor shall remain in possession until the expiration of the full period allowed by the statue for redemption whether there be redemption or not and until the issuance of deed in case of sale, but it no deed be issued, until the expiration of the statutory period during which it may be issued, and no lease of said premises shall be nullified by the appointment or entry in possession of a receiver but it may elect to terminate any lease junior to the lien hereof; and upon foreclosure of said premises, there shall be allowed and included as in additional indebtedness in the decree of sale all expenditures and expenses together with interest thereon at an interest rake equal to the prime rate as published in the Wall Street Journal plus UK, var, inj daily, which may be paid or incurred by or on behalf of Mortgagee for attorney's fees, Mortgagee's fees, appraiser's fees, outlays for exhibits attached to pleadings, documentary and expert evidence, stemographer's fees, Master's fees and commissions, court costs, publication tosis and costs (which may be estimated as to and include items to be experted after the entry of the decree- of procuring all such abstracts of title, title searches, examinations and reports, quaranty policies. Torrens cardificates and similar data and assurances with respect to title as in tgagee may reasonably deem necessary either to prosecute such suit or to evidence to bidders at any sale held pursuant to such decree the true till to or value of said promises; all of which aforesaid amounts together with interest as herein provided shall be immediately due and payable by the Mortgagor in connection with (a) any proceeding, including probate or bankruptcy proceedings to which either party hereto shall be a party by reason of this Mortinge or the note hereby secured; or (b) preparations for commencement of any suit for foreclosure hereof after the account of the right to foreclosure, whether or not actually commenced; or (c) preparations for the defense of or intervention in any threatened or contemple ed suit or proceeding which might affect the premises or the security horses, whether or not actually commenced. In the event of a fereclosure call of said premises there first shall be paid out of the proceeds theroof all of the aforesald items, then the entire indebtedress whether does and payable by the terms hereof or not and the interest due thereon up to de time of such sale, and the overplus, if any, shall be paid to the Moltisanor, and the purchaser shall not be obliged to see to the application of the purchase abmey.

6. In case the mortgaged property, or any part thereof, and, be taken by condemnation, the Mortgages is hereby emonwared to collect an acceive all compensation which may be paid for any property taken or for diagnes to any property and taken are all condemnation compensation so received shall be forthwith applied by the Mortgages as it may elect, to the impediate reduction of the indettedness secured hereby or to the repair and restoration of any property to damaged, provided that any excess over the applied to the indettedness enail to delivered to the Mortgager or its applicant.

A, but proceeding roots, content and profits or taid promises are plotted, assumed and branchered to the Perhapper, who been now due or hereafter to become use, ander or by structure of one to the assume any expense. For the new or recovered, if said property is not each theorem, who been seed to be the or west at, and it is the interpret embedded to the formula and the said roots of the formula and so the or appropriate the said root out to be appropriately as the said root of the good they are the formula and so the or about the formula the country and the said roots of the said to the said roots of the said roots

Property or Cook County Clerk's Office

Jams necessary, purchase adequate fire and extended coverage and other s of insurance as may be deemed advisable, and in general exercise all wers ordinarily incident to absolute ownership, advance or borrow menay ecessary for any purpose herein stated to secure which a lien is hereby created on the mortgaged premises and on the income therefrom which lim is prior to the lien of any other indebtedness hereby secured, and out of the income retain reasonable compensation for itself, pay insurance premiums, takes and assessments, and all expenses of every kind including attorney's fees, incurred in the exercise of the powers herein given, and from time to time apply any balance of income not, in its sole discretion, needed for the aforesaid purposes, first on the interest and then on the principal of the indebtedness hereby secured, before or after any decree of foreclosure, and on the deficiency in the proceeds of sale, if any, whether there be a decree in personam therefor or not. The possession of Mortgager may continue until all indebtedness secured hereby is paid in full or until the delivery of a deed pursuant to a decree foreclosing the lien horner, but if no deed be issued, then until the expiration of the statutory rand during which it may be issued. Mortgagee shall, however, have the discretionary power at any time to refuse to take or to abandon possession of said premises without affecting the lien hereof. Mortgagee shall have all powers, if any, which it might have had without this paragraph. No suit shall be sustainable against Mortgagee based upon acts or omission relating to the subject matter of this paragraph unless commanded within sixty days after Mortgagee's possession deases.

- J. That each right, power and lemedy herein conferred upon the Mortgague is cumulative of each other light or remedy of the Mortgagee, whether herein or by law conferred, and may be enforced concurrently therewith, that no waiver by the Mortgages of performance of any covenant herein or in said obligation contained shall mareafter in any manner affect the right of Mortgagee to require or enforce performance of the same or any other of said covenants; that wherever the context hereof requires, the masculine gender, as used berein, shall i milde the feminine and the neuter and the singular number, as used forein, shall include the plural; that all rights and obligations under this fortgage shall extend to and to binding upon the respective successors and assigns of the Mortgagor, and the successors and assigns of the Mortgagee; and that the powers herein mentioned may be exercised as often as occasion therefor arises.
- K. Motwathstanding any of the provision—contained ferein, the mortgagor hereby warves any and all rights of redemption from sole under any order or judgement of foreclosure on its own behalf and on benil) of each and every person, except judgement creditors of the mortgago, accurring any interest in or title to the prumises subsequent to the date of this mortgage.
- L. The within mortgage secures an obligation incurred for the construction of an improvement on the land mortgage herein, including the acquisition cost of the land (if this is the case) and constitutes a "genitrockion workgage" within the meaning of Section 9-313(1)(c) of the this was that form Commercial Code.

has the types is precuted by the undersigned, not personally but as printed on all result in the aloreise of the power and authority confered open and vestor on it as such Trustee (and the undersigned thereby callants that it persesses full newer and authority to execute this instruments, and it is upprosely understand and agreed that maching horsen on in said Pote continued shall be constitued as creating any liability on the compressions are promotely to pay the faid Note re any Interest that may more than is a large redefinedness according to counder, or to perform any to your borders of september of implied burein a abouted, all such limbility, new, coming type of the engineed by the Meridiague and by overly person you on compared a standard day sight or wire vey hospinate, and that so the in the entors qualified and the percentage constituents are continued, the light holder as marked an acid fishe and the country or empres of any indebtedness. and the control mater of self lands actually by the magnetic become converged tel

Property of Cook County Clerk's Office

JULY

25

88

Mer morein and in said Note provided or by action to enforce the spanic liability of the guarantor, if any.

IN WITNESS WHEREOF.

UNION NATIONAL BANK & TRUST COMPANY OF ELGIN, not personally but as Trustee as aforesaid, has caused these presents to be signed by its authorized officer designated below, and its corporate seal to be hereto affixed and attested by its authorized officer designated below. Dated this 15TH of JULY, 1988.

UNION NATIONAL BANK & TRUST COMPANY OF ELGIN

AS TRUSTEE AFORESAID AND NOT PERSONALLY

By: Theresa L Hardy, Trust Department Mgr

Attest: Marianne Puben, AVP Marianne Nelson, Assl. Vice President

STATE OF ILLINOIS COUNTY OF KANE

I. Brenda D. Rainey, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Therese I. Hardy, Land Trust Manager of UNION NATIONAL PANK & TRUST COMPANY OF ELECTIonal Marianne Nelson. Assistant Vice President of said Sank who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such officers appeared before me this day in newson 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 Dank, as Trustee as aforesaid, for the uses and purposes therein set firth, and the said Trust Officer - Vice President then and there acknowledged that said Trust Officer - Vice President as instodian of the corporate seal of said Bank, did affix the corporate seal of said Bank to said instrument at said Trust Officer - Vice President's own free and voluntary act and as inc free and voluntary act of said Bank, as Trustee as aforesaid, for the uses and purposes therein set forch.

Given under my hand and Noterial Seat this 1574 day of JULY, 1913

Brenda D. Rassey, Hotory Lublic

Propared by: 4 Mail to

Pronds Rainey Union National Denk One Fountain Sound (2004) Elgin, IL 60180 OFFICIAL SEAL
BREITSA D. PAMILEY
MONAST PLAN OTHER OF MUNICIPAL
MY COMMERCIAN EXPRESS ALTHERS

Stopens of Coot County Clerk's Office