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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 1355 hereinafter referred to as the "Mortgagor", does 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:

LOT 56 IN THE MEADOWS SOUTH PHASE 1, BEING A SUBDIVISION IN PART OF THE EAST HALF OF THE NORTHWEST QUARTER AND PART OF THE WEST HALF OF THE NORTHEAST QUARTER ALL IN SECTION 25, TOWNSHIP 41 NORTH, RANGE 9 EAST OF THE THIRD P.M., IN COOK COUNTY, ILLINOIS

common address: LOT 56 - 113 WOODVIEW DRIVE, 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 subrogated 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 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.

To secure (1) The payment of a Note executed by the Mortgagor to the order of the Mortgagee bearing even date herewith in the principal sum of FIFTY SEVEN THOUSAND ONE HUNDRED TWENTY FOUR AND NO/100 DOLLARS (\$57,124.00), 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 15TH, 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 (unless the Mortgagee has pledged an interest bearing savings account to satisfy estimated taxes) assessments, insurance premiums and other charges upon the mortgaged premises, and (3) The performance of all of the covenants and obligations of the Mortgagor to the Mortgagee, as contained herein and in said Note and Construction Loan Agreement dated JULY 15TH, 1988.

MORTGAGOR'S COVENANTS:

To pay said indebtedness and the interest thereon as herein and as said Note provided, or according to any agreement extending the time of payment thereof; (2) To pay when due and before any penalty attached thereto all taxes, annual assessments, water charges, and sewer charges;

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against said property (including those herefore due), and to furnish Mortgagee, 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 Mortgagee may require, until said indebtedness is fully paid, or in case of foreclosure, until expiration of the period of redemption, 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 Mortgagor all necessary proofs of loss, receipts, vouchers, releases and acquittances required to be signed by the insurance companies, and the Mortgagor agrees to sign, upon demand, all receipts, vouchers and releases required of it to be signed by the Mortgagee for such purpose; and the Mortgagee is authorized to apply the proceeds of any insurance claim to the restoration of the property or upon the indebtedness hereby secured 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 premises, unless Mortgagee elects to apply on the indebtedness secured hereby the proceeds of any insurance covering such destruction or damage; (5) To keep said premises in 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 hereof; (6) To comply with the provisions of any lease if this Mortgage is on a leasehold; (7) To perform all obligations under any declaration, covenant, bylaws, regulations, and constituent documents governing said premises if the Mortgage is on a condominium or a planned unit development; (8) Not to make, suffer or permit any unlawful use of any nuisance to exist on said property nor to 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 permit, without the written permission of the Mortgagee being first had and obtained, (a) any use of the property for any purpose other than that for which it is now used, (b) any alterations, additions, demolition, removal or sale of any improvements, apparatus, appurtenances, fixtures or equipment now or hereafter upon said property, (c) any purchase on conditional sale, lease or agreement under which title is reserved in the vendor, or any apparatus, fixtures or equipment to be placed in or upon any buildings or improvements on said property, (d) any sale, assignment or transfer of any right title or interest in and to said property or any portion thereof, (11) Not to accept or acknowledge without the written consent of the Mortgagee being first had and obtained any sale, assignment or transfer of any beneficial interest in and to the above numbered trust; (12) To complete within a reasonable time any buildings or improvements now or hereafter on said premises upon the said premises; (13) To appear and defend in any and all suits, actions or proceedings in the opinion of the Mortgagee attorney at law, and to pay all costs, expenses and fees in connection with any and all suits, actions or proceedings in which may be made a party defendant or party to the Mortgagee.

Notwithstanding to whomsoever any of the covenants herein contained may apply, the Mortgagor shall, on behalf of the Mortgagee, do whatever may be necessary to protect the interest of the Mortgagee in the property and to pay any moneys paid or to be paid by the Mortgagee for the above purposes, and such moneys together with interest thereon at the prime rate in effect from time to time plus 2% varying daily shall become due and payable to the Mortgagee.

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privation of the property, including the expenses of such receivership, on any deficiency decree whether there be a decree therefor in personam or not, and if a receiver shall be appointed Mortgagor shall remain in possession until the expiration of the full period allowed by the statute for redemption whether there be redemption or not and until the issuance of deed in case of sale, but if 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 rate equal to the prime rate as published in the Wall Street Journal plus 1/2%, varying daily, which may be paid or incurred by or on behalf of Mortgagor for attorney's fees, Mortgagor's fees, appraiser's fees, outlays for exhibits attached to pleadings, documentary and expert evidence, stenographer's fees, Master's fees and commissions, court costs, publication costs and costs (which may be estimated as to and include items to be expended after the entry of the decree 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 Mortgagor 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 hereof after the accrual of the right to foreclosure, whether or not actually commenced; or (c) preparations for the defense of or intervention in any threatened or contemplated suit or proceeding which might affect the premises or the security hereof, whether or not actually commenced. In the event of a foreclosure sale of said premises there first shall be paid out of the proceeds thereof all of the aforesaid items, then the entire indebtedness whether due and payable 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 money.

G. In case the mortgaged property, or any part thereof, shall be taken by condemnation, the Mortgagor is hereby empowered to collect and receive all compensation which may be paid for any property taken or for damages to any property not taken and all condemnation compensation so received shall be forthwith applied by the Mortgagor 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 excess over the amount of the indebtedness shall be delivered to the Mortgagor or its assignee.

H. All assignments, rents, issues and profits of said premises are pledged, assigned and transferred to the Mortgagor, whether now due or hereafter to become due, under or by virtue of any lease or agreement for the use or enjoyment of said property, or any part thereof, whether said lease or agreement is written or verbal, and it is the intention hereof (a) to pledge said rents, issues and profits on a parity with said real estate together with the right in case of default, either before or after foreclosure sale, to enter upon and take possession of, manage, maintain, repair, operate said premises, or any part thereof, make leases for leasehold, mortgages or to, terminate or modify existing or future leases, mortgages and awards, rents, issues and profits, regardless of when made, and the right to exercise whether legal or equitable as if any deed had been made in express declaration thereof, and to furnish agents or other employees, labor or repair and premises, buy furnishings and equipment therefor, when

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... shall be necessary, purchase adequate fire and extended coverage and other forms of insurance as may be deemed advisable, and in general exercise all powers ordinarily incident to absolute ownership, advance or borrow money as may be necessary for any purpose herein stated to secure which a lien is hereby created on the mortgaged premises and on the income therefrom which lien is prior to the lien of any other indebtedness hereby secured, and out of the income retain reasonable compensation for itself, pay insurance premiums, taxes 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 Mortgagee 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 hereof, but if no deed be issued, then until the expiration of the statutory period 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 commenced within sixty days after Mortgagee's possession ceases.

J. That each right, power and remedy herein conferred upon the Mortgagee is cumulative of each other right or remedy of the Mortgagee, whether herein or by law conferred, and may be enforced concurrently therewith, that no waiver by the Mortgagee of performance of any covenant herein or in said obligation contained shall hereafter 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 herein, shall include the feminine and the neuter and the singular number, as used herein, shall include the plural; that all rights and obligations under this mortgage shall extend to and be 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. Notwithstanding any of the provisions contained herein, the mortgagor hereby waives any and all rights of redemption from sale 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.

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 "construction mortgage" within the meaning of Section 9-313(1)(c) of the Illinois Uniform Commercial Code.

This Mortgage is executed by the undersigned, not personally but as Trustee or Assignee in the exercise of the power and authority conferred upon and vested in it as such Trustee (and the undersigned 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 part of the undersigned to pay the said Note or any interest that may accrue thereon, or any indebtedness according to covenants, or to perform any covenants or other obligations or implied herein contained, all such liability, if any, shall remain expressly secured by the Mortgagee and by every person and on every instrument by right or otherwise hereunder, and that so far as the undersigned and its successors, assigns and assigns, the legal holder of the said Note and its assigns or assigns of any indebtedness secured hereunder shall look solely to the premises hereby conveyed for

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...instrument thereof, by the enforcement of the lien hereby created, in the
...therein and in said Note provided or by action to enforce the
...personal 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, TDM
Theresa L Hardy, Trust Department Mgr

Attest: Marianne Nelson, AVP
Marianne Nelson, Asst. Vice President

SEAL

STATE OF ILLINOIS
COUNTY OF KANE

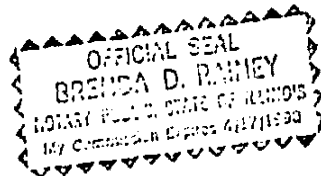
I, Brenda D. Rainey, a Notary Public in and for said County, in the State
aforesaid, DO HEREBY CERTIFY that Theresa L. Hardy, Land Trust Manager of
UNION NATIONAL BANK & TRUST COMPANY OF ELGIN and Marianne Nelson,
Assistant Vice President of said Bank who are personally known to me to be
the same persons whose names are subscribed to the foregoing instrument as
such officers appeared before me this day in 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
Trust Officer - Vice President then and there acknowledged that said Trust
Officer - Vice President as custodian of the corporate seal of said Bank,
did affix the corporate seal of said Bank to said instrument as said Trust
Officer - Vice President's 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 15TH day of JULY, 1988

Brenda D. Rainey
Brenda D. Rainey, Notary Public

Prepared by: 4 mail to:

Brenda Rainey
Union National Bank
One Fountain Square Plaza
Elgin, IL 60120



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