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1909 JUL 25 AH ID 38

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LAND TRUSTEE MORTGAGE

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 46 IN THE MEADOWS SOUTH PHASE 1, BEING A SUBDIVISION IN PART OF THE NORTHEAST D'ARTER ALL IN SECTION 25, TOWNSHIP 41 NORTH, RANGE 9 EAST OF THE THIRD P.M., IN COOK COUNTY, ILLINOIS

common address. (07 46 - 419 SOUTHWOOD CIRCLE, STREAMWOOD, IL

1 regether with all bindings, fixtures or appurtenances now or hereafter prected thereon or planed therein, including all apparatus, equipment, Tixtures or articles, whither 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 horeafter therein or thereon, the furnishing of which by lessors to lessees is customary or appropriate, including screens, window shades, I atom doors and windows, floor diverings, screen doors, in-a-door beds, Mawnings, stoves, water heaters, refrigerators, washing machines, clothes Maryers, and all other such appliances (:1) 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 hareafter to become due as provided herein. The Mortgageee is hereby subrogated to the rights of all mortgages, lien polders 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 Horty.g.e forever for the uses herein set forth. Notwithstanding any of the provisions contained berein, the mortgagor hereby waives any and all rights of recomption from wate under any order or judgement of foreclosure on its own bounds and on behalf of each and every person, except judgement creditors of the acrtgagor, acquiring any interest in or title to the promises subsequent to the date of this mortgage. \$55,025,00

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 "I'VE THOUSAND THENTY FIVE AND NOTION DOLLARS (\$55,025.00), which Note. compether with interest thereon as therein provided, payable in full at wewrity. All payments are to be applied, first, to any lake charges due, such interest, and the balance to principal, until said indebtedness is eard in full; (2) the performance of other agreements in said Note and commission Lean Agreement dated JULY 1974, 1982, which are hereby improporated herein and made a part herupf, and which provides, amone thing things, upon sen days notice from the Mortgaged for an additional another payment or ann-twelfth (1732) of the estimated amount threes solute the Harkquage has pladged an interest bunding several account to etts to out, maked tames) assessments, insurance promiting and other classical contribution of all of the countributions and the foreign of all of the second of th a more and in said Note: and Construction Loan Agraement wided JULY 1978,

THE MINISACON COVENANTS:

100 and sout endefinedies and the interest thereous is hower or or the third annual gold, an angordana he down agreement attending the trap of is brightly by in any when his and before any against adjusted a tel barrier, openial againstminer, alter delicipa, and squir delicion

88325654 1998 JUL 25 AH 10: 38 88325654 LAND TRUSTER MORTGAGE 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 46 IN THE MEADOWS SOUTH PHASE 1, BEING A SUBDIVISION IN PART OF THE EAST HALF OF THE MORTHWEST QUARTER OF AND PART OF THE WEST HALF OF THE MORTHEAST QUARTER ALL IN SECTION 25, TOWNSHIP 41 MORTH, RANGE 9 EAST OF THE THIRE P.M. IN COOK COUNTY, ILLINOIS Common address: LOT 15 - 419 SOUTHWOOD CIRCLE, STREAMWOOD, 1L 1; fogsther with all buildings, 'fixtures or appurtenances now or hereafter rectad thereon or placed inergin, including all apparatus, equipment, Mixtures 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 horeafter therein or thereon, he furnishing of which by lessors to Lesses is customary or appropriate including screens, window shares, starm doors and windows. Floor colorings, acreen doors, in-a-door bads. Mawnings, stoves, water heaters, refrigerators, washing machines, clothes of dryers, and all other such appliances (all of which are intended to be and pare hereby declared to be a part of oath real estate whether physically attached thereto or noth; and also together with all essements and the rents, issues and profits of said premises which are hereby pladged, assigned, transferred and set over unto the totagee, whither now due or harsafter to become due as provided hereic. The fortgagese is hereby subrogated to the rights of All mortgages, lien (o'ders and owne) a paid off by the proceeds of the loan hereby secured. -To have and to hold the said property, with said buildings, improvements, finitures, appurturantes and equipment, unto said flortgase former for the uses herein set forth. Notwithstanding any of the provisions concained herain, the mortgagor becamy valves any and all rights of radioption from herain, the moregage resumy energy and all the second build and or sale under any order or judgement of foreglosure on its ewe buble of and or behalf of such and overs uproon, except judgement graditions of by mortgagor, adquiring any interest in or tivle to the procuses schoolses to the date of this mortgage. To becuse (1) The divisions of a Mote elected by the Missinger.

To bestine (1) The beyond of a Note releated by the minings, of the size of the Mortgagee beening of middle measures in the prior tool con of FIFTA FIRE (MODERNO INSERT) FOR ONE MOVING DELIARS (1855, 225, 227, 227), which move, together with interest theorem as a tracing provided, problem and interest theorem as a tracing provided, problem and independent of the following of priority, and it can tracing the following of priority, and it can tracing the provided the following of the following the follo

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(a said property (including those heretore due), and to furnish lagae, upon request, duplicate receipts therefor, and all such items amed against said property shall be conclusively deemed valid for the rpose of this requirement: (3) To keep the improvements now or hereafter pon said premises insured against damage by fire, and such other hazards as the Mortgagoe 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 raid 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 instrumer such policies, the Mortgagee is authorized to adjust collect and compromise in its discretion, all claims thereunder and to execute and draiver on behalf of the Mortgagor all mecessary proofs of loss, receipts, worthers, releases and acquittances required to be signed by the insurance corpanies, and the Mortgagor agrees to sign, upon demand, all receipts, youthirs and releases required of it to be signed by the Mortgagee for such purcose; and the Mortgagee is authorized to apply the proceeds of any insurance claim to the restoration of the property or upon the inacttedness hereby secured in its discretion, but monthly payments small 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 horeafter on said premises, unless Mortgagle elects to apply on the indebtedness secured hereby the proceeds of an, insurance covering such destruction or demage: (5) To keep sale premises in good condition and repair, without waste, and free from any mechanic's or other lien or claim of lien not empressiy subcraimated to the lien hereof; (6) To comply with the provisions of any lease of this Mortgage (s on a leasehold; (7) To perform all obligations under any declaration, deverant, bylaws, regulations, and constituent documents governing said premises for the Mortgago is so a condeminium or a planned unit development; (8) dec to make, suffer or sermit 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 mortgage, premises and the use thereof: (10) Not to make, suffer or Dermit, without the written permusaion of the Mirtgagee being first had and obtained, (4) any use of the property for any purpose other than that for which it is now used, (6) any alterations, additions, demolition, removal or sale of any improvements, apparatus, appurtenances, fixtures or equipment low or hereafter upon said property, (c) any purchase on conditional sais, lease or agreement under which tible is reserved in the vendor, or any apparacus. Fintures or equipment to be placed in or upon any buildings. improvements on said property, (d) any sale, assignment or transfer right 'i' is an interest in and to sold property or any portion thereof. (11) this to support or administrated without the written consent of the dering gase a rung first had and obtained any sale, assignment on the sast and agree to the unbornest in and to the above numbered brush: (12) to toop ato agence a remagnable time any buildings or impresements asw or my from the execuses or exection upon the said premises: (13) to appear to ready in the presentating which in the opinion of the Moragage arrests recorder an edecem, and to day all costs, dispenses and these records a poid by 500 Montagage in any proceeding in which was be made a party derive out in the assert of Shis Mortlange.

y the sign to see of faither) he perform any of the developments doesn't consistency to, one in Montaguer's Lehalf everything so development to that early the reason to a few doesn't have deen appearing to project the free appearing to the dependency open designed any moment party is arrived by the slower dependency and but everything of the second the slower and but everything the second the slower dependency and but the property of the second the slower dependency to the second to be seen as the slower of the second to the property of the second of the second to the second of the s

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internal indebtedness secured by this Mortgagee with the same priority original indebtedness and may be included in any decree foreclosing for mortgage and be paid out of the rents or proceeds of sale of sale for itself not otherwise paid; that it shall not be obligatory upon the fortgagee 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 omit 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 in the event the ownership of said property or any part thereof becomes verted in a person other than the Mortgagor, the Mortgagee may, without notice to the Mortgagor, deal with such successors 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 fact, 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 essence hereof, and if default be made in performance of any covenant barein contained or in making any payment urder said Note or obligation or any extension or renewal thereof, or if proceedings be instituted to enforce any other lien or charge upon any of said property, or upon the filing o, a proceeding in bankruptcy by or against the Mortgagor, or if the Mortgagor 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 even, 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 transfe of any beneficial interest in and to the above-numbered trust, or if the Mortgager vails 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 taid events, the Mortgagee is her:by luthorized and empowered, at its option, and without affacting the Firm mereby empared of the princity of said lien or any right of the Mortgagee Karpunder, to declare, without notice all sums secured hereby immediately dup and payable whether or not such default be remedied by the Mortgriger and apply toward the payment of said Mortgage indebtedness any indebtedness of the Mortgagee to the Mortgager and the Mortgager may also immediately proceed to ferrologe this Mortgage, and in any foreclosure a sale may be made of the premises emasses without offering the several parts separately. This in the event that the comership of said property, or any part thereof becomes vested in a person other than the Mortgagor and any part of the sums secure: hardby remain unpaid, and in the further event that the You become does not elect to declare such sums ammediately due and pay-ble the the congres chall buy a reasonable fee to the Montgagee to cover the cost of mend by the lecords of the Mortgages to show such change of Nomen Shirt

If it we have commencement of any foreclosure proceeding homeomole, the process of the book trill is filed may, at any time, either before or all selections to their exercise to the Montgagor, or any party claiming under redistioned a grant to the them value of early premises, or whether the selections to be a considered by the seminar of the angulty of redemption as a name to do not any or exercise with some formanage and ment and to collibe exercise, as many the perfectly of the process during the perfectly of the stability period of orderption, and consider the interption of the description and the stability period of orderption, and consider the interption of the process of the stability of the indebtedages of the considered may be implied before a description of the indebtedages of the considered may be emplied before a description of the indebtedages of the considered may be expected to any order to a mile.

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wation of the property, including the expenses of such receivership, a any deficiency decree whether there be a decree therefor in personam not, and if a receiver shall be appointed Mortgagor shall remain in esession until the expiration of the full period allowed by the statue redemption whether there be redemption or not and until the issuance 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 rate equal to the prime rate as published in the Wall Street Journal plus 3%, varying daily, which may be paid or incurred by or on behalf of Mortgages for attorney's fees, Mortgagen's fees, appraiser's fees, outlays for authibits attached to pleadings, documentary and expert evidence, stemographer's fees, Master's fees and commissions, court costs, publication tests and costs (which may be estimated as to and include items to be expended after the entry of the decrea) 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 mortgagem may reasonably deem necessary either to prosecute such suit or to evidence to bidders at any sale held pursuant to such decree the true tity, 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 of bankruptcy proceedings to which either party hereto shall be a party of reason of this Mortgage or the note hereby secured; or (b) preparations for commencement of any suit for foreclosure hereof after the accrus, of the right to foreclosure, whether or not actually commenced; or (c) preparations for the defense of or intervention in any threatened or contimplated suit or proceeding which ought affect the premises or the security tereof, whether or not actually commenced. In the event of a foreclosure sile of said premises there first shall be paid out of the proceeds the erf all of the aforesaid ixems, then the entire inocttedness whether upa 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 colliged to see to the application of the purchase

6. In case the moregaged property, or any part thereof, reall be later by condumnation, the Moregages is hereby empowered to collect indirective all dempensation which may be paid for any property taken or for tunages to any property not taken and all condemnation compansation so received shall has farthwarf upplied by the Mortgagee as it may elect. to the landiate reduction of the indebtedress secured hereby or to the repair of resteración of any property so damaged, provided that any emess o repassured or the legalitedress shall be delivered to the Mortgager to والمعارض والمعارض

profits of services contact assumes and profits of said premises of calculating and providing the control of the florebragon, whether new due or become be because the frame of procedure of any lease or agreement for the coron acting and a context, and provided and it is the intention become ( ) least, express and positive on a particly with said many state and all and the control of the specific of the specific t the second of the control of the second of t The group course and Radio progression of, become constant, The many the second proportions, and the points the meets, coake Texas 8 is a conthe second contract the second and probably a common common we got the same out of openione is the action of the in a group of the place attended by a group of the contraction of ាក់ ព្រះសាធារូបនេះ មិយ។ និយាសនាដែលជំនាននៅ ៤៧២០ ១១១ ២០០១១០ ៤៦០១១

sams necessary, purchase adequate fire and extended coverage and other as of insurance as may be deemed advisable, and in general exercise ali wars ordinarily incident to absolute ownership, advance or borrow money passary for any purpose herein stated to secure which a they is horeby preated on the mortgaged premises and on the income therefrom which light is grior 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 decrees of forcolosure, and on the deficiency in the proceeds of sale, if any, whether there be a decree in personam therefor or not. The possession o Nortgage, 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 remises without affecting the lien herent. Mortgages shall have all powers, if any, which it might have had without this paragraph. No suit shall be sustainable against Mortgages based open acts or omission relating to the subject matter of this paragraph orders commenced within sixty Jaya after Mortgagee's possession ceases.

- J. That each right, power and remedy humain conferred upon the Markgagea is cumulative of each other right on remedy of the Markgagea, whether herein or by law conferred, and may be enforced concurrently therewith, that no waiver by the Mortgagea of purformance of any coverant herein or in said obligation contained shall increafter in any manner aftert the right of Mortgagea to require or enforce performance of the paper or any other of said covenants; that whenever the content removers. The masculine gender, as used herein, shall include the femilies and the neuter and the singular number, as used harden, shall include the picture; that all rights and soligations under this formage shall extend to and be binding upon the respective successors and assigns of the Mortgagea; and that the powers herein mentioned may be exercised as often as occasion the effor arises.
- K. Notwithstanding any of the provisions contained (ereco, the eortgager beneby waives any and all rights of redemption from sair matter any order or judgement of fereclosure on its own behalf and on behalf of each and every person, except judgement creditors of the montgager, acroiding any interest in or bitle to the promises subsequent to the date of this montgage.
- t. The within mortgage secures an obligation incurred for the construction of an improvement or the land mortgage herein, including the acquisition cost of the land (if this is the case) and constructed a "commitment on workgage" within the mosming of Section 9-313(1)(c) of the land their Committee Cost.

This franciare is created by the undersigned, not personally not is finally as according to the energies of the cover and audiciar, conformed and according to a second to the energy and the undersigned the say energy that is not act to a represent and the undersigned the say entre the conformal and provide the say that is not approached the audician began as a partial and and the conformal and the conform

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ayment thereof, by the enforcement of the lien hereby created, in the er herein and in said Note provided or by action to enforce the sonal 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.

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SEAL

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UNION NATIONAL BANK & TRUST COMPANY OF ELGIN

AS TRUSTEE AFDRESAID AND NOT PERSONALLY

y: Chuesa Of Hardy TDM
Theresa L Hardy, Trust Departments Mgr

Attost: Marianne Julya, APP
Marianne Nelson, Asst. Vice President

STATE OF ILLINOIS

I. Brenda D. Rainey, a Notary Public in and for said County, in the State aforesaid, DO MEREBY CERTIFY that Therefo L. Hardy, Land Trust Hanager of UNION NATIONAL BANK & TRUST COMPANY OF ELSIV and Marianne Melson. 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 of the order to the said Trust Officer - Vice President then and there acknowledged that said Trust Officer - Vice President as custodian of the corporate and of said Bank, did affire 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 purposes therein set forth.

biven under my hand and Metarial Soal this 1379 day of July, 1920

Brinds D. Rainy, Cotor / Cobs.

Prapared by: 4 Mail to:

Brenda Kornez Union National Sank Gae Fountain Égun e Plata Elgin, IL 20130 BREID D. MOIASY P. C. My Commission E.

EOX 333-TH

STATE OF ILLINOIS

I. Brenda D. Rainey, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Theresa'. Hardy, Land Trust Manager of UNION NATIONAL BANK & TRUST COMPANY OF ELSIN and Marianne Nelson. Assistant Vice President of said Bank who are Jersonally 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 sai, Bink, 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 a, 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 Netarial Scal this 1274 day of Joly, 178%.

Briends D. Rainey, Hotory Sublic

Propared by & Maul to:

Brenda Bainev Union National Sank Une Fountein Square Plaza Eigin, IL 80120 BRITTON OF THE STATE OF THE STA

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