

**UNOFFICIAL COPY**

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*Mortgage* Loan!

Item No. 01-46848-04

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**(Corporate Land Trustee Form)**

THIS INDENTURE WITNESSETH That the undersigned  
FIRST NATIONAL BANK OF LAKE FOREST, a National Banking Association  
Banking Corporation organized and existing under the laws of the UNITED STATES OF AMERICA

not personally but as Trustee under the provisions of a Deed or Deeds in trust duly recorded and delivered to the undersigned in pursuance of a Trust Agreement dated AUGUST 29, 1983 and known as trust number 7318 hereinafter referred to as the Mortgagor, does hereby Mortgage and convey to

**CRAGIN FEDERAL BANK FOR SAVINGS**

UNITED STATES OF AMERICA **89473320**

a corporation organized and existing under the laws of the **COOK**  
hereinafter referred to as the Mortgagor, the following real estate in the County of  
in the State of **ILLINOIS**, to wit:

LOT 1, EXCEPT THE SOUTH 122.25 FEET, AS MEASURED AT RIGHT ANGLES TO THE SOUTH LINE THEREOF, AND EXCEPT THE NORTH 2.37 FEET OF THE SOUTH 124.62 FEET, AS MEASURED AT RIGHT ANGLES TO THE SOUTH LINE THEREOF, OF THE EAST 28.08 FEET, AS MEASURED AT RIGHT ANGLES TO THE EAST LINE THEREOF, OF LOT 1 IN EVERGREEN WOOD PLAT OF PLANNED UNIT DEVELOPMENT IN THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 15, TOWNSHIP 41 NORTH RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JULY 14, 1987 AS DOUMET #388770, IN COON COUNTY, ILLINOIS, COMMONLY KNOWN AS 1000 ARBOR COURT, MT. PROSPECT, ILLINOIS 60056. PERMANENT INDEX # 08-15-202-025

**TO HAVE AND TO HOLD** the said property, with said buildings, improvements, fixtures, appurtenances, apparatus and equipment, and with all the rights and privileges thereunto belonging, unto said Mortgagor forever, for the uses herein set forth, free from all rights and benefits under the homestead, exemption and valuation laws of any state, which said rights and benefits said Mortgagor does hereby release and waive.

TO SECURE

(1) for the payment of a Note executed by the Mortgagor to the order of the Mortgagee bearing date herewith in the principal sum of  
**ONE HUNDRED FIFTY-FIVE THOUSAND AND NO /100** Dollars  
155000.00 15 payable  
1. which Note is due on the maturity date or earlier if demanded by the Mortgagee.

(b) for seventeen months next thereafter succeeding and a final payment of the unpaid balance of the principal sum together with all the earned and unpaid interest thereupon and all costs, advances, expenses and penalties, if any, which may have accrued thereupon on or before the first day of JANUARY, 1991.

(2) any advances made by the Mortgagor to the Mortgaggee, or its successor in title, for any purpose, at any time before the release and cancellation of this Mortgage, but if any sum shall thus be advanced, the same may be included in the principal sum, and the original Note together with such additional advances, in a sum in excess of **ONE HUNDRED EIGHTY-SIX THOUSAND AND NO /100** Dollars **186000.00**, provided that nothing herein contained shall be considered as limiting the amount that shall be secured hereby when advanced to protect the security or in accordance with covenants contained in the Mortgage.

(3) the performance of all of the covenants and obligations of the Mortgagor to the Mortgagor, as contained herein and in Schedule 1.

## **THE MORTGAGOR COVENANTS:**

A. (1) To pay and indebtedness and the interest thereon as herein and in said note provided, or according to any agreement extending the time of payment thereof; (2) To pay when due and before any penalty attaches thereto all taxes, special assessments, water charges, sewer charges, service charges, and condominium assessments against said property (including those heretofore due), and to furnish Mortgagee upon request, duplicate records, statements, and all such items as 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

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Box - - - 403 - - -

## MORTGAGE

FIRST NATIONAL BANK OF LANE FOREST  
TR NO 7318 DTD. 08-29-83

To

CRAIGIN FEDERAL BANK FOR SAVINGS

PROPERTY AT:  
1000 ARBOR COURT  
MT. PROSPECT, ILLINOIS 60056

Loan No. 01-46848-04

69473320

Property of Cook County Clerk's Office

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The following table summarizes the results of the study. The first column lists the variables used in the model, the second column lists the estimated coefficients, and the third column lists the standard errors. The last column lists the t-statistics.

CRAIGIN FEDERAL BANK FOR SAVINGS

hereinafter referred to as the Mortgagee, does hereby Mortgage and convey to

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not personally but as Trustee under the provisions of a Deed of Trust duly recorded and delivered to the undersigned in pursuance of a Trust Agreement dated AUGUST 29, 1983 and known as trust numbers

corporation organized and existing under the laws of the UNITED STATES OF AMERICA

THIS INDENTURE WITNESSETH: That the undersigned  
FIRST NATIONAL BANK OF LAKE FOREST,  
a National Banking Association

(Corporate Law Practice Form)

W-89894-10 90-007

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# UNOFFICIAL COPY

LAKESIDE NATIONAL BANK  
NO. 7318 D/B/A  
08-24-83 LAKE FOREST

to

CRAGIN FEDERAL BANK FOR SAVINGS

PROPERTY AT:  
1000 ARBOR  
MT. CARMEL,  
ILLINOIS 60056

Loan No. 01-46848-04

Property of Cook County Clerk's Office

RECORDED  
RECORDED

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period of redemption, for the full insurable value thereof, in such companies, through such agents or brokers, and in such form as shall be satisfactory to the Mortgagor, such insurance policies shall remain with the Mortgagor during said period of periods; and (c) in the case of foreclosure proceedings to the Mortgagor, making them payable to the Mortgagor, and in case of foreclosure sale payable to the owner of the certificate of sale or to any deforeclosure, any receiver or redemptor, or any grantee to a deed in trust or foreclosure, and in case of loss under such policies, the Mortgagor is entitled to collect and receive premium, in its discretion, all costs thereunder and to execute and deliver on behalf of the Mortgagor all necessary deeds of title, receipts, warrants, 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 him to be signed by the Mortgagor for such purpose, and the Mortgagor is authorized to apply the proceeds of any insurance claim to the replacement of the property or upon the indebtedness hereby secured in its discretion, but monthly payments shall continue until said indebtedness is paid in full. (e) To directly after destruction or damage, to commence and promptly complete the rebuilding or restoration of buildings and improvements thereto hereunder on and premises, unless Mortgagor elects to apply on the indebtedness secured hereby the proceeds of any insurance covering such destruction or damage. (f) To keep said premises in good condition and repair, without waste, and free from any nuisance or other loss or claim of loss, not expressly exempted to the Mortgagor in art. (7). To comply with all requirements of law with respect to mortgaged premises and the use thereof. (g) Not to make, suffer, or permit, with the written permission of the Mortgagor being first had and obtained, (i) any use of the property for any purpose other than that for which it is now used, (ii) any alterations of the improvements, apparatus, appliances, fixtures or equipment now or hereafter upon said property, (iii) any purchase up conditional sale, lease or agreement under which title is reserved in the vendor of any apparatus, fixtures or equipment to be placed in or upon any building or improvements on said property. (h) To complete within a reasonable time any buildings or improvements now or at any time in process of erection upon the premises. (i) To appear in and defend any proceeding which in the opinion of the Mortgagor affects its security hereunder, and to pay all costs, expenses and attorney's fees incurred or paid by the Mortgagor in any proceeding in which it may participate in any capacity by reason of the mortgage. (ii) That the aforesaid premises will at all times be maintained, repaired and operated in accordance with the Building, Fire, Zoning, Health and Sanitation Laws and Ordinances of any City, Village, and/or other governmental body, authority or agency having jurisdiction over the mortgaged premises.

(b) In order to provide for the payment of taxes, assessments, insurance premiums, and other annual charges upon the property securing the indebtedness, and other expenses required or accepted, the undersigned promises to pay to the Mortgagor a private portion of the current year taxes upon the disbursement of the loan and to pay monthly to the Mortgagor, in addition to the above payments, a sum estimated by the Mortgagor as to be equivalent to one twelfth of such items, which payments may, at the option of the Mortgagor, be held by it without interest, provided not in conflict with State or Federal laws and commingled with other such funds or its own funds for the payment of such items, (b) be carried in a savings account and withdrawn by it to pay such items, or (c) be credited to the unpaid balance of said indebtedness as received, provided that the Mortgagor advances upon this obligation sums sufficient to pay such items as the same accrue and become payable. If the amounts collected to be sufficient to pay said items as not otherwise, the undersigned promises to pay the difference upon demand. Such sums so held or carried in a savings account or escrow account, the same are hereby pledged to further secure this indebtedness. The Mortgagor is authorized to pay said items as charged or billed without further inquiry.

(c) This mortgage contract provides for additional advances which may be made at the option of the Mortgagor and secured by this mortgage, and it is agreed that in the event of such advances the amount thereof may be added to the mortgage debt and shall increase the unpaid balance of the note hereby secured by the amount of such advance and shall be a part of said note indebtedness under all of the terms of said note and this contract as fully as if a new note and contract were executed and delivered. An Additional Advance Agreement may be given and accepted for such advance and provision may be made for different monthly payments and a different interest rate and other express modifications of the contract, but in all other respects this contract shall remain in full force and effect as to said indebtedness, including all advances.

(d) That in case of failure to perform any of the covenants herein, Mortgagor may do on Mortgagor's behalf everything so necessary, that said Mortgagor may also do any act it may deem necessary to protect its own interest, that Mortgagor will repay upon demand any money paid or disbursed by Mortgagor for any of the above purposes and such money together with interest thereon at the highest rate for which it is then lawful to contract shall become so much additional indebtedness secured by this mortgage with the same priority as the original indebtedness and may be included in any decree foreclosing this mortgage and be cast out of the rents or proceeds of sale of said premises if not otherwise paid, that it shall not be obligatory upon the Mortgagor to inquire into the validity of any bill, encumbrance or claim in advance, however, as above authorized, but nothing herein contained shall be construed as requiring the Mortgagor to advance any money for any purpose not to do injury to herunder, and the Mortgagor will not incur any personal liability because of anything it may do or omit to do hereunder.

(e) That it is the intent hereof to secure payment of said note and obligation whether the note account shall have been advanced to the Mortgagor to the date hereof, or at a later date, and to secure any other amount or amounts that may be added to the mortgage indebtedness under the terms of this mortgage contract;

(f) That in the event the ownership of said property or any part thereof becomes vested in a person other than the Mortgagor, or in the event there is a change of the beneficial interest in said property, the Mortgagor may, without notice to either the grantors of the note hereby secured or the Mortgagor, deal with such successor or successors in interest with reference to this mortgage and the debt hereby secured in the same manner as with the predecessor or Mortgagor, and may do, bear to sue or may extend time for payment of the debt, or at her/his, without discharging, or in any way affecting the liability of the Mortgagor, in advance any money for any purpose not to do injury to herunder;

(g) That this is of the essence hereof and if default be made in performance of any covenant herein contained or in making any payment under said note or obligation or any extension or renewal thereof, or if proceedings be instituted to enjoin any lien or charge upon any or said property, or upon the filing of a proceeding in bankruptcy by or against the Mortgagor, or if the Mortgagor shall make an assignment for the benefit of his creditors or the property he places under control of or in custody of any court, or if the Mortgagor abandons any of said property, or upon the sale or transfer of the Mortgagor's property or an assignment of the beneficial interest in said property or an agreement to sell, transfer or convey without the written consent of the Mortgagor, or upon the death of any maker, endorser or guarantor of the note secured hereby, or in the event of the filing of a suit to enjoin all or a part of the said property, or in the event of dissolution, removal or destruction of all or any part of the property covered by this mortgage, or in the event the Mortgagor fails to comply with the terms of a condominium by laws or condominium declaration executed jointly with persons secured hereby, then and in case of said events, the Mortgagor is hereby declared and empowered, at its option and without affecting the law here, created or the priority of said law or any right of the Mortgagor hereunder, to declare without notice, all sums secured hereby immediately due and payable, whether or not such default be remedied by Mortgagor, and apply toward the payment of said mortgage indebtedness any indebtedness of the Mortgagor to the Mortgagor, and said Mortgage may then immediately proceed to foreclose this mortgage, and in any foreclosure it may be made of the privilege, in manner without offering the several parts separately.

(h) That the Mortgagor may employ counsel for advice or other legal services at the Mortgagor's discretion in connection with any dispute as to the debt title to the property securing the indebtedness hereby secured or which may affect said debt or lien and any reasonable attorney's fee or incurred steps to enjoin the sale and in connection with any other dispute or litigation affecting said debt or lien, including reasonably incurred amounts to conclude the transaction, shall be added to and be a part of the debt hereby secured. All such amounts shall be payable by the Mortgagor to the Mortgagor on demand and if not paid shall be included in any decree or judgment as a part of said mortgage debt and shall include interest at the highest contract rate, or if no such contract rate then at the legal rate. In the event of a foreclosure sale of said premises there shall first be paid out of the proceeds thereof all of the aforesaid amounts, if any, shall be paid to the Mortgagor, and the purchase shall not be obliged to see to the application of the purchase money.

(i) 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 damage to any property not taken and all condemnation encumbrances 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 sums over the amount of the indebtedness shall be delivered to the Mortgagor or his assignee.

(j) All rents, issues and profits of said premises are pledged, assigned and transferred to the Mortgagor, whether now due or hereafter to be come due under or by virtue of any lease or agreement for the use or occupancy 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 and rents, issues and profits on a party with said real estate and not secondary and such pledges shall not be deemed merged in any foreclosure decree, and (b) to establish an absolute transfer and assignment to the Mortgagor of all such leases and agreements and all the assets thereunder, together with the right in case of default, either before or after foreclosure to enter upon and take possession of the property, maintain and operate said premises, or any part thereof, make leases for terms dictated advantageous to it, terminate or modify existing or future leases, collect and receive rents, issues and profits, regardless of when earned, and use such measures, whether legal or equitable as it may deem proper to enforce collection thereof, employ bonding agents or other employees, alter or repair said premises, buy furnishings and equipment therefor when it deems necessary, purchase adequate fire and extended coverage and other forms of insurance as may be deemed advisable, and in general exercise all powers oral or written, to effectuate ownership, advance or borrow money necessary for any purpose herein stated to secure a sum which is hereby created on the mortgaged premises and on the income therefrom which lies 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 out in the 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. Whenever all of the indebtedness accrued hereby is paid, and the Mortgagor, in its sole discretion, shall relinquish possession and pay to Mortgagor any surplus income in its hands. The possession of Mortgagor may continue until all indebtedness secured statutorily period during which it may be issued. Mortgagor shall, however, have the discretionary power at any time to refuse to take or to abandon possession of said premises without affecting the note hereof. Mortgagor shall have all powers, if any, which it might have had without this paragraph for suit shall be sustainable against Mortgagor based upon acts or omissions relating to the subject matter of this paragraph unless commenced within sixty days after Mortgagor's possession ceases.

# UNOFFICIAL COPY

IT IS UNDERSTOOD, AGREED AND ASSUMED THAT THE INTEREST ON EACH DISBURSEMENT SHALL BE COMPUTED AND SHALL BE PAYABLE FROM THE ACTUAL DATE ON WHICH SUCH DISBURSEMENT OR RESPECTIVE ADVANCE OF THE PROCEEDS OF THE LOAN, EVIDENCED BY THE NOTE SECURED BY THIS MORTGAGE, WAS MADE BY THE ASSOCIATION FROM TIME TO TIME DURING THE PROGRESS OF THE CONSTRUCTION OF THE BUILDING STATED UPON THE PREMISES HEREIN DESCRIBED OR IN CONFORMITY WITH THE RULES AND REGULATIONS OF THE ASSOCIATION APPENDED TO, GOVERNING THIS MORTGAGE, WAS MADE BY THE ASSOCIATION FROM TIME TO TIME DURING THE PROGRESS OF THE CONSTRUCTION OF THE BUILDING STATED UPON THE PREMISES HEREIN DESCRIBED OR IN CONFORMITY WITH THE RULES AND REGULATIONS OF THE ASSOCIATION APPENDED TO, GOVERNING THIS MORTGAGE.

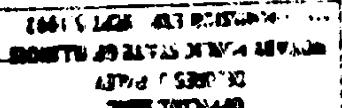
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ILLINOIS

THIS INSTRUMENT WAS PREPARED BY RICHARD J. JAHNS  
OF CRAIGIN FEDERAL BANK FOR SAVINGS  
3133 WEST FULLERTON AVENUE CHICAGO, ILLINOIS

MY COMMISSION EXPIRES



GIVEN under my hand and seal and date this day of JULY, A.D. 1989

WITNESS AND TESTIMONY AS FOLLOWS: I, RICHARD J. JAHNS, Notary Public in the County of Cook, State of Illinois, do hereby certify that the above instrument was executed before me on the day and date hereinabove set forth, in the presence of the undersigned witnesses, and that the signatures thereon were affixed by them respectively, and that they are the true and genuine signatures of the persons whose names appear thereon, and that they were personally known to me at the time of their execution, and that they were then of sound mind and memory, and that they were free from duress or undue influence, and that they were fully aware of the nature and effect of the instrument, and that they executed it with their free consent.

IN WITNESS WHEREOF, the undersigned and corporations, by their respective officers, agents and employees, have caused this instrument to be signed and affixed to the same.

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# UNOFFICIAL COPY

STATE OF KARNAK  
KARNATAKA STATE LAND RECORDS AND MORTGAGE REGISTRATION  
FORM 3150 13/83

69473320

## PLANNED UNIT DEVELOPMENT RIDER

01-46845-04

TRUST OFFICER

BY SIGNING BELOW, Borrower accepts and agrees to the terms and provisions contained in this PUD Rider.

ATTEST

BY

SECOND VICE PRESIDENT

ATTEST

BY

THIRD VICE PRESIDENT

BY

SECRETARY

BY

DEPUTY SECRETARY

BY

GENERAL MANAGER

BY

MANAGING DIRECTOR

BY

CHIEF FINANCIAL OFFICER

BY

GENERAL MANAGER

BY

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