

UNOFFICIAL COPY

OR RECORDER'S OFFICE BOX NO. 7555 8 6 5 (CITY) (STATE)

Chicago, Illinois 60690
33 North LaSalle (NAME AND ADDRESS)
American National Bank (NAME AND ADDRESS)

Elisabeth M. Powers
This instrument was prepared by
Commission expires 19

Given under my hand and official seal, this day of 19

right of homestead, free and voluntary act, for the uses and purposes herein set forth, including the release and waiver of the

personally known to me to be the same person whose name subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that

in the State aforesaid, DO HEREBY CERTIFY that I, the undersigned, a Notary Public in and for said County

as Trustee under Trust No. 10630507 Chicago, not personally but solely

Witness the hand and seal of Mortgages the day and year first above written, American National Bank and Trust Company of Chicago, Illinois, a corporation organized under the laws of Illinois, and the undersigned, Notary Public, in and for said County of Illinois, do hereby expressly release and waive

TO HAVE AND TO HOLD the premises unto the Mortgagee, and the Mortgagee's successors and assigns, forever, for the purposes, and upon the uses hereinafter set forth, free from all rights and benefits under and by virtue of the Homestead Exemption Laws of the State of Illinois, which said rights and benefits

TOGETHER with all improvements, easements, tenements, fixtures, and appurtenances thereunto belonging, and all rents, issues and profits thereof for so long and during all such times as Mortgages may be entitled thereto (which are pledged primarily and on a party with said real estate and not secondarily) and all apparatus, equipment or articles now or hereafter therein or thereon used to supply heat, gas, air conditioning, water, light, power, refrigeration (whether single units or centrally controlled), and ventilation, including (without restricting the foregoing), screens, window shades, storm doors and windows, floor coverings, radiator beds, swings, stoves and water heaters. All of the foregoing are declared to be a part of said real estate whether physically attached thereto or not, and it is agreed that all similar apparatus, equipment or articles hereafter placed in the premises by Mortgages or their successors or assigns shall be considered as constituting part of the real estate.

Permanent Real Estate (Index Number): 17-16-243-035 VOL. 511
Address (or Real Estate): 420 South Clark Street, Chicago, Illinois

which, with the property hereinafter described, is referred to herein as the "premises."

Also see Additional Provisions attached hereto and made a part hereof

See legal description, "Exhibit A", attached hereto and made a part hereof

and being in the City of Chicago, County of Cook AND STATE OF ILLINOIS, to wit:

NOW, THEREFORE, Mortgages to secure the payment of the said principal sum of money and said interest in accordance with the terms, provisions and limitations of the mortgage, and the performance of the covenants and agreements herein contained, by the Mortgagee to be performed, and also in consideration of the sum of One Dollar in hand paid, the receipt whereof is hereby acknowledged, do by these presents CONVEY AND WARRANT unto the Mortgagee, and the Mortgagee's successors and assigns, the following described Real Estate and all of their estate, right, title and interest therein, situate, lying and being in the City of Chicago, County of Cook AND STATE OF ILLINOIS, to wit:

(\$ 375,000.00), payable to the order of and delivered to the Mortgagee, in and by which note the Mortgagee promise to pay the principal sum of interest at the rate and in installments as provided in said note, with a final payment of the balance due on the 1st day of June 1997, and all of said principal and interest are made payable at such place as the holders of the note may, from time to time, in writing appoint, and in absence of such appointment, then at the office of the Mortgagee at 33 North LaSalle Street, Chicago, Illinois 60690

THAT WHEREAS the Mortgagee are justly indebted to the Mortgagee upon the installment note of even date herewith, in the principal sum of Three Hundred Seventy-Five Thousand and no/100 DOLLARS

THIS INDENTURE, made November 3 1988 between American National Bank and Trust Company of Chicago, not personally but solely as Trustee under Trust No. 10630507 dated August 24, 1988

existing under the laws of the United States (NO. AND STREET) (CITY) (STATE)

Company of Chicago, a national banking association

herein referred to as "Mortgagee," and American National Bank and Trust (NO. AND STREET) (CITY) (STATE)

herein referred to as "Mortgagee," witnesseth:

above space for Recorder's Use Only

FORM NO. 103 February, 1985 MORTGAGE (ILLINOIS) For Use With Note Form No. 1447

CAUTION: Consider a transfer before using or acting under this form. Number the gathering for the date of this form. Make any necessary changes, including any warranty of merchantability or fitness for a particular purpose.

88535752

DEPT-01 13777 FROM BANK 11/09/89 14:13:00 #2849 # 88-535752 BOOK COUNTY RECORDER

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the note secured hereby.

18. This mortgage and all provisions hereof, shall extend to and be binding upon Mortgages and all persons claiming under or through Mortgages, and the word "Mortgages" when used herein shall include all such persons and all persons liable for the payment of the indebtedness or any part thereof, whether or not such persons shall have executed the note or this mortgage. The word "Mortgages" when used herein shall include the successors and assigns of the Mortgage named herein and the holder of the note or holder, from time to time, of the note secured hereby.

17. Mortgagee shall release this mortgage and lien hereof by proper instrument upon payment and discharge of all indebtedness secured hereby and payment of a reasonable fee to Mortgagee for the execution of such release.

16. If the payment of said indebtedness or any part thereof be extended or varied or if any part of the security be released, all persons now or at any time hereafter liable hereof, or interested in said premises, shall be held to assent to such extension, variation or release, and their liability and the lien and all provisions hereof shall continue in full force, the right of recourse against all such persons being expressly reserved by the Mortgagee, notwithstanding such extension, variation or release.

15. The Mortgages shall periodically deposit with the Mortgagee such sums as the Mortgagee may reasonably require for payment of taxes and assessments on the premises. No such deposit shall bear any interest.

14. The Mortgagee shall have the right to inspect the premises at all reasonable times and access thereto shall be permitted for that purpose.

13. No action for the enforcement of the lien or of any provision hereof shall be subject to any defense which would not be good and available to the party intervening same in an action at law upon the note hereby secured.

12. Upon or at any time after the filing of a complaint to foreclose this mortgage the court in which such complaint is filed may appoint a receiver of said premises. Such appointment may be made either before or after sale, without notice, without regard to the solvency or insolvency of Mortgages at the time of application for such receiver and without regard to the value of the premises or whether the same shall be then occupied as a homestead or not, and the Mortgagee may be appointed as such receiver. Such receiver shall have power to collect the rents, issues and profits of said premises during the pendency of such foreclosure suit and, in case of a sale and delivery, during the full statutory period of redemption, whether there be redemption or not, as well as during a further time when which may be necessary or are usual in such cases for the protection, possession, control, management and operation of the premises during the whole of said period. The Court from time to time may authorize the receiver to apply the net income in his hands in payment in whole or in part of: (1) The indebtedness secured hereby, or by any decree foreclosing this mortgage, or any tax, special assessment or other lien which may be or become superior to the lien hereof or of such decree, provided such application is made prior to foreclosure sale; (2) the deficiency in case of a sale and deficiency.

11. The proceeds of any foreclosure sale of the premises shall be distributed and applied in the following order of priority: First, on account of all costs and expenses incident to the foreclosure proceedings, including all such items as are mentioned in the preceding paragraph hereof; second, all other items which under the terms hereof constitute secured indebtedness in addition to that evidenced by the note, with interest thereon as herein provided; third, all principal and interest remaining unpaid on the note; fourth, any overplus to Mortgagee, their heirs, legal representatives or assigns, as their rights may appear.

10. When the indebtedness hereby secured shall become due whether by acceleration or otherwise, Mortgagee shall have the right to foreclose the lien hereof. In any suit to foreclose the lien hereof there shall be allowed and included as additional indebtedness in the decree for sale all expenditures and expenses which may be paid or incurred by or on behalf of Mortgagee for attorney's fees, appraisers' fees, outlays for documentary and expert evidence, stenographers' charges, publication costs and costs which may be estimated as to items to be expended after entry of the decree of foreclosure, and similar data and assurances with respect to title insurance policies, Torrens certificates, and other matters which may be necessary for the protection of the title hereof. Mortgagee may deem it either to prosecute such suit or to evidence to bidders at any sale which may be had pursuant to such decree the true condition of the title paid or incurred by Mortgagee in connection with (a) any proceedings, including probate and bankruptcy proceedings, to which the Mortgagee shall be a party, either as plaintiff, claimant or defendant, by reason of this mortgage or any indebtedness hereby secured; or (b) preparations for the commencement of any suit for the foreclosure hereof after accrual of such right to foreclose whether or not actually commenced; or (c) preparations for the defense of any actual or threatened suit or proceeding which might affect the premises or the security hereof.

9. The Mortgagee shall pay each item of indebtedness herein mentioned, both principal and interest, when due according to the terms hereof in full upon the Mortgagee and without notice to Mortgages, all unpaid indebtedness secured by this mortgage shall, notwithstanding any payment made by Mortgages in the note or in this mortgage to the contrary, become due and payable (a) immediately in the case of default in making payment of any installment of principal or interest on the note; or (b) when default shall occur and continue for three days in the performance of any other agreement of the Mortgages herein contained.

8. When the indebtedness hereby secured shall become due whether by acceleration or otherwise, Mortgagee shall have the right to foreclose the lien hereof. In any suit to foreclose the lien hereof there shall be allowed and included as additional indebtedness in the decree for sale all expenditures and expenses which may be paid or incurred by or on behalf of Mortgagee for attorney's fees, appraisers' fees, outlays for documentary and expert evidence, stenographers' charges, publication costs and costs which may be estimated as to items to be expended after entry of the decree of foreclosure, and similar data and assurances with respect to title insurance policies, Torrens certificates, and other matters which may be necessary for the protection of the title hereof. Mortgagee may deem it either to prosecute such suit or to evidence to bidders at any sale which may be had pursuant to such decree the true condition of the title paid or incurred by Mortgagee in connection with (a) any proceedings, including probate and bankruptcy proceedings, to which the Mortgagee shall be a party, either as plaintiff, claimant or defendant, by reason of this mortgage or any indebtedness hereby secured; or (b) preparations for the commencement of any suit for the foreclosure hereof after accrual of such right to foreclose whether or not actually commenced; or (c) preparations for the defense of any actual or threatened suit or proceeding which might affect the premises or the security hereof.

7. The Mortgagee shall pay each item of indebtedness herein mentioned, both principal and interest, when due according to the terms hereof in full upon the Mortgagee and without notice to Mortgages, all unpaid indebtedness secured by this mortgage shall, notwithstanding any payment made by Mortgages in the note or in this mortgage to the contrary, become due and payable (a) immediately in the case of default in making payment of any installment of principal or interest on the note; or (b) when default shall occur and continue for three days in the performance of any other agreement of the Mortgages herein contained.

6. Mortgagee shall keep all buildings and improvements now or hereafter situated on said premises insured against loss or damage by fire, lightning and explosion under policies providing for payment by the insurance companies of moneys sufficient either to pay the cost of replacing or repairing the same or to pay in full the indebtedness secured hereby, all in compliance with the standard mortgage clause to be attached to each policy, and shall deliver all policies, including additional and renewal policies, to the Mortgagee, and in case of insurance about to expire, shall deliver renewal policies not less than ten days prior to the respective dates of expiration.

5. At such time as the Mortgages are not in default either under the terms of the note secured hereby or under the terms of this mortgage, the Mortgagee shall have such privilege of making prepayments on the principal of said note (in addition to the required payments) as may be provided in said note.

4. (a) by the laws of the United States of America or of any state having jurisdiction in the premises, any tax is due or becomes due in respect of the issuance of the note hereby secured, the Mortgages covenant and agree to pay such tax in the manner required by any such law. The Mortgages further covenant to hold harmless and agree to indemnify the Mortgagee, and the Mortgagee's successors or assigns, against any liability incurred by reason of the imposition of any tax on the issuance of the note secured hereby.

3. In the event of the enactment after this date of any law of Illinois deducting from the value of land for the purpose of taxation any lien thereon, or imposing upon the Mortgagee the payment of the whole or any part of the taxes or assessments or charges or liens herein required to be paid by Mortgages, or changing in any way the laws relating to the taxation of mortgages or debts secured by mortgages or the mortgagee's interest in the property, or the manner of collection of taxes, so as to affect this mortgage or the debt secured hereby or the holder thereof, then and in any such event, the Mortgagee, upon demand by the Mortgagee (a) it might be unlawful to reimburse the Mortgagee (hereof) provided, however, that if in the opinion of counsel for the Mortgagee (a) it might be unlawful to reimburse the Mortgagee to make such payment or (b) the making of such payment might result in the imposition of interest beyond the maximum amount permitted by law, then and in such event, the Mortgagee may elect, by notice in writing given to the Mortgagee, to declare all of the indebtedness secured hereby to be and become due and payable sixty (60) days from the giving of such notice.

2. Mortgagee shall pay before any penalty attaches all general taxes, and shall pay special taxes, special assessments, water charges, sewer service charges, and other charges against the premises when due, and shall, upon written request, furnish to the Mortgagee duplicate receipts therefor. To prevent default hereunder Mortgagee shall pay in full under protest, in the manner provided by statute, any tax or assessment which Mortgagee may desire to contest.

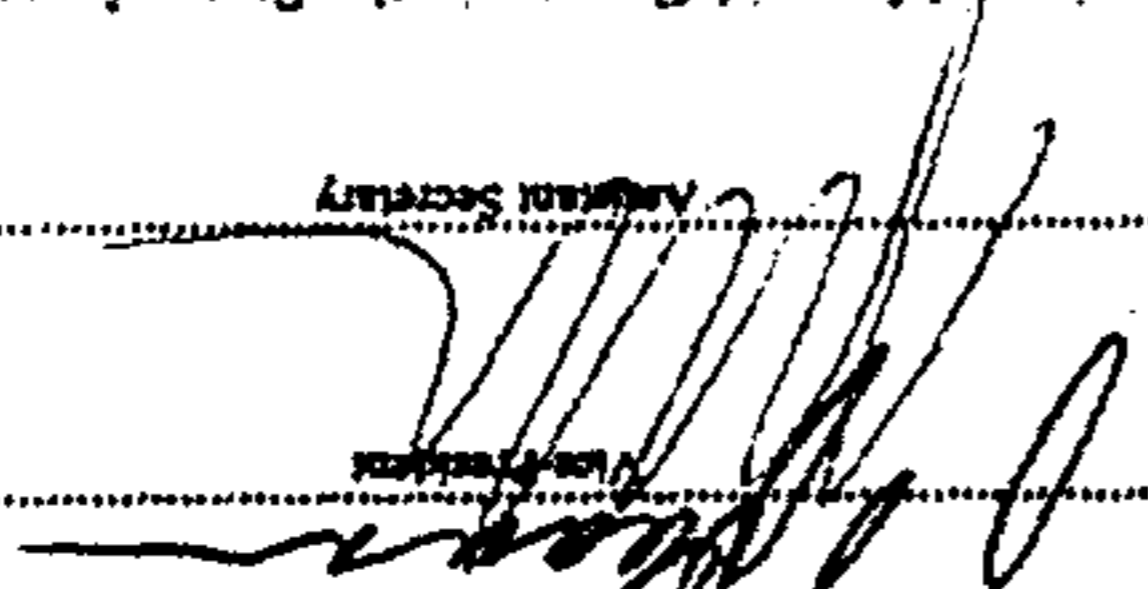
1. Mortgagee shall (1) promptly repair, restore or rebuild any buildings or improvements now or hereafter on the premises which may become damaged or be destroyed; (2) keep said premises in good condition and repair, without waste, and free from mechanics' or other liens or claims for lien not expressly subordinated to the lien hereof; (3) pay when due any indebtedness which may be secured by a lien or charge on the premises superior to the lien hereof, and upon request exhibit satisfactory evidence of the discharge of such prior lien to the Mortgagee; (4) complete within a reasonable time any building or building or improvements with respect to the premises upon said premises; (5) comply with all requirements of law or municipal ordinances with respect to the premises and the use thereof; (6) make no material alterations in said premises except as required by law or municipal ordinance.

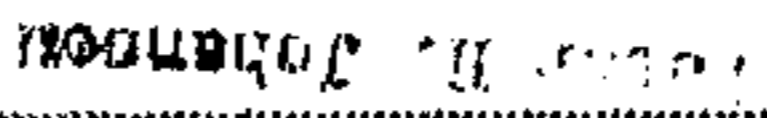
89-535752

This Mortgage is executed by the American National Bank and Trust Company of Chicago, not personally but as Trustee as aforesaid in the exercise of the power and authority conferred upon and vested in it as such Trustee (and said American National Bank and Trust Company of Chicago, 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 said First Party or on said American National Bank and Trust Company of Chicago personally to pay the said note or any interest that may accrue thereon, or any indebtedness accruing hereunder, or to perform any covenant, warranty or indemnity either express or implied herein contained, all such liability, if any, being expressly waived by Mortgagee and by every person now or hereafter claiming any right or security hereunder, and that so far as the First Party and its successors and said American National Bank and Trust Company of Chicago personally are concerned, the legal holder or holders of said note and the owner or owners of any indebtedness accruing hereunder shall look solely to the premises hereby conveyed for the payment thereof, by the enforcement of the lien hereby created, in the manner herein and in said note provided or by action to enforce the personal liability of the guarantor, if any.

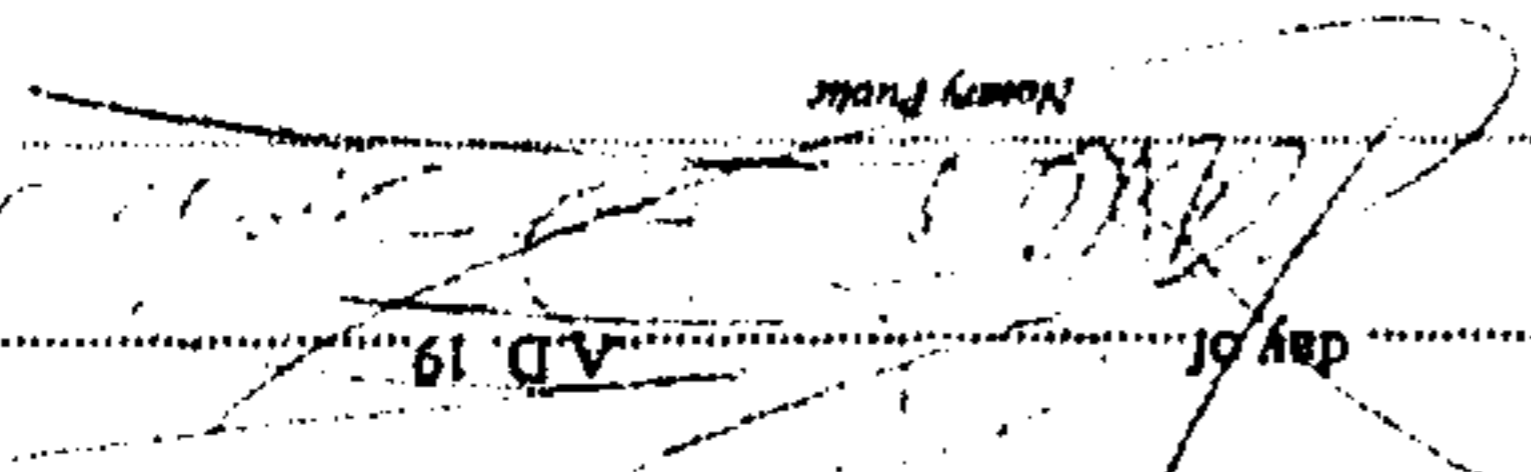
IN WITNESS WHEREOF, American National Bank and Trust Company of Chicago, not personally but as Trustee as aforesaid, has caused these presents to be signed by one of its Vice-Presidents, or Assistant Vice-Presidents, and its corporate seal to be hereunto affixed and attested by its Assistant Secretary, the day and year first above written.

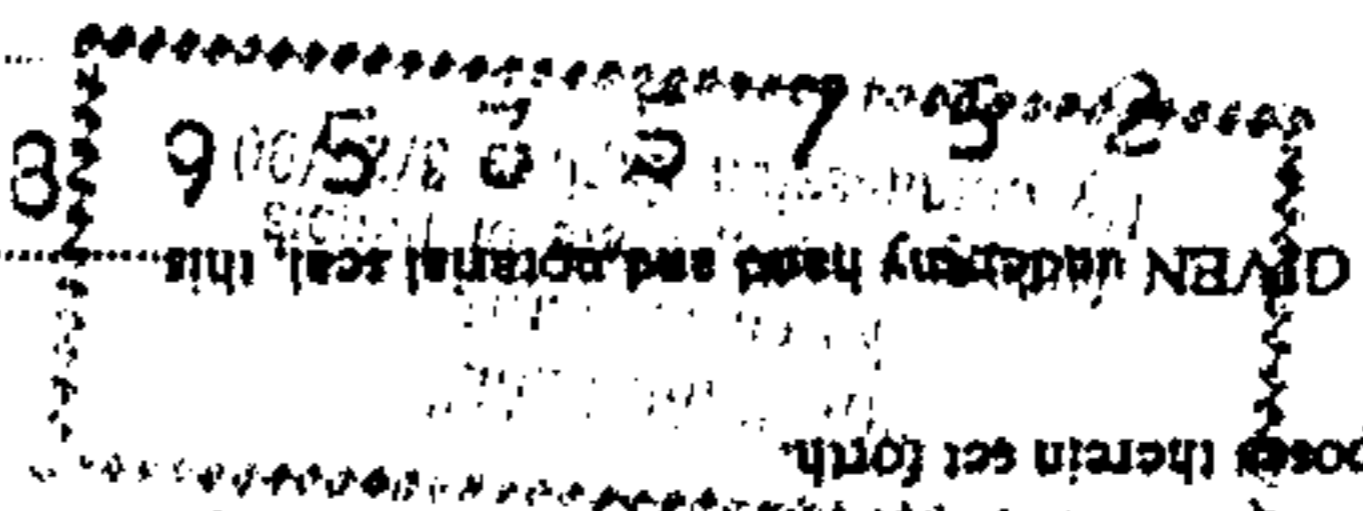
AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO
As Trustee as aforesaid and not personally,

By 
KAREN E. BURNS
Assistant Secretary

I,  a Notary Public, in and for said County, in the State aforesaid,

DO HEREBY CERTIFY, that **COMPANY of Chicago, and** Assistant Secretary of said Company, who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Vice-President, and Assistant Secretary, respectively, 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 Company, as Trustee as aforesaid, for the uses and purposes therein set forth; and the said Assistant Secretary then and there acknowledged that he, as custodian of the corporate seal of said Company, did affix the corporate seal of said Company to said instrument as his own free and voluntary act and as the free and voluntary act of said Company, as Trustee as aforesaid, for the uses and purposes therein set forth.

day of **AD 19**

Notary Public


GIVEN under my hand and notarial seal, this **6** day of **5/2006**

89-535752

N 89 0460

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THIS LOAN IS DUE AND PAYABLE ON THE 15th day of June, 1991. THE MORTGAGOR MUST REPAY THE ENTIRE PRINCIPAL BALANCE OF THE LOAN AND UNPAID INTEREST THEN DUE. THE BANK IS UNDER NO OBLIGATION TO REFERENCE THE LOAN AT THAT TIME. THE MORTGAGOR WILL THEREFORE BE REQUIRED TO MAKE PAYMENT OUT OF OTHER ASSETS, OR MORTGAGOR WILL HAVE TO FIND A LENDER WILLING TO LEND YOU THE MONEY AT PREVAILING MARKET RATES, WHICH MAY BE CONSIDERABLY HIGHER THAN THE INTEREST RATE ON THIS LOAN.

THE MORTGAGOR HEREBY WAIVES ANY AND ALL RIGHTS OF REDEMPTION FROM SALE UNDER ANY ORDER OR DECREE OF FORECLOSURE OF THE MORTGAGE SECURED BY THIS NOTE ON ITS BEHALF AND ON BEHALF OF EACH AND EVERY PERSON, EXCEPT DECREE OR JUDGMENT CREDITORS OF THE MORTGAGOR, ACQUIRING ANY INTEREST IN OR TITLE TO THE PREMISES SUBSEQUENT TO THE DATE OF THIS NOTE.

THE MORTGAGOR REPRESENTS THAT THE PROCEEDS OF THIS NOTE WILL BE USED FOR THE PURPOSES SPECIFIED IN SECTION 6404 (1) (C) OF CHAPTER 17 OF THE ILLINOIS REVISED STATUTES AND THAT THE PRINCIPAL OBLIGATION EVIDENCED HEREBY CONSTITUTES A BUSINESS LOAN WHICH COMES WITHIN THE PURVIEW OF SAID SECTION.

THE MORTGAGOR SHALL NOT SELL ASSIGN PLEDGE TRANSFER MORTGAGE OR OTHERWISE ENHANCE ALL OR ANY PORTION OF THE PROPERTY OR ANY INTEREST THEREIN WITHOUT THE PRIOR WRITTEN CONSENT OF THE LENDER.

IN THE EVENT THE UNDERSIGNED TRANSFERS THE TITLE OR ANY PART THEREOF OR ANY INTEREST THEREIN, LEGAL OR EQUITABLE, OR IF THE UNDERSIGNED EXECUTES ARTICLES OF AGREEMENT FOR DEED, OR A CONTRACT OF SALE FOR THE PROPERTY DESCRIBED IN THE TRUST DEED OR MORTGAGE GIVEN TO SECURE THIS SECURITY INSTRUMENT, OR UPON ASSIGNMENT OF THE BENEFICIAL INTEREST OF THE TRUST UNDER WHICH TITLE TO SAID PROPERTY IS OR SHALL BE HELD, TO ANY PERSON, CORPORATION, OR ENTITY OTHER THAN TO THE UNDERSIGNED, OR A CORPORATE LAND TRUSTEE HOLDING TITLE SOLELY FOR THE BENEFIT OF THE UNDERSIGNED, THE TRUST BALANCE OF PRINCIPAL AND INTEREST HEREUNDER REMAINING UNPAID SHALL IMMEDIATELY BECOME DUE AND PAYABLE, AND UPON DEMAND BY THE HOLDER OF THIS NOTE, AND MORTGAGE OR TRUST DEED, THE UNDERSIGNED PROMISES TO PAY THE SAME FORTHWITH.

AT SUCH TIME AS THE MORTGAGOR IS NOT IN DEFAULT UNDER THE TERMS OF THE MORTGAGE OR THE NOTE SECURED HEREBY, MORTGAGOR SHALL HAVE THE RIGHT TO PREPAY ANY OR ALL AMOUNTS DUE UNDER THE NOTE, WITHOUT PENALTY.

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Property of Cook County Clerk's Office

Property address: 420 South Clark Street, Chicago, Illinois
Tax ID# 17-16-243-035, VOL. 511

ILLINOIS.
RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY,
SCHOOL SECTION ADDITION TO CHICAGO IN SECTION 16, TOWNSHIP 39 NORTH,
THE NORTH HALF OF THE NORTH THREE-QUARTERS OF LOT 12 IN BLOCK 114 IN

EXHIBIT A