

Loan No.

MORTGAGE

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THE ABOVE SPACE FOR RECORDER'S USE ONLY

THIS INDENTURE, made November 27, 1989, between Parkway Bank & Trust Co.

not personally, but as Trustee under agreement dated May 1, 1989 and known as Trust No. 9282 (herein referred to as "Mortgagor,") and Gladstone-Norwood Trust & Savings Bank, an Illinois banking corporation, doing business in Chicago, Illinois, (herein referred to as "Mortgagee,") WITNESSETH THAT WHEREAS Mortgagor is justly indebted to Mortgagee in the sum of Two hundred thousand and 0/100ths dollars (\$ 200,000.00) evidenced by a certain Promissory Note of even date herewith executed by Mortgagor, payable to the order of the Mortgagee and delivered, by which Note, Mortgagor promises to pay said principal sum and interest on the balance of principal remaining from time to time unpaid at the rate of 12% over prime rate of Gladstone-Norwood Bank prior to maturity, at the office of Mortgagee in Chicago, Illinois, in 36 successive monthly installments commencing

December 27, 1989, and on the same date of each month thereafter, all except the last of said installments to be in the amount of \$ 2,500.00 each, and said last installment to be the entire unpaid balance of said sum, together with interest on the principal of each installment after the original maturity date thereof at 12% per annum; together with all costs of collection, including reasonable attorneys' fees, upon default, (hereinafter referred to as the "Note").

NOW, THEREFORE, the Mortgagor to secure the payment of said Note in accordance with its terms and the terms, provisions and limitations of this Mortgage, and all extensions and renewals thereof, and for the further purpose of securing the payment of any and all obligations, indebtedness and liabilities of any and every kind now or hereafter owing and to become due from the Mortgagor to the Mortgagee or to the holder of said Note or to the Assignee of the Mortgage during the term of this mortgage, however created, incurred, evidenced, acquired or arising, whether under the Note or this mortgage or under any other instrument, obligation, contract or agreement of any and every kind now or hereafter existing or entered into between the Mortgagor and the Mortgagee or otherwise and whether direct, indirect, primary, secondary, fixed or contingent, together with interest and charges as provided in said Note and in any other agreements made by and between the parties herein, and including all present and future indebtedness incurred or arising by reason of the guarantee to Mortgagee by Mortgagor of present or future indebtedness or obligations of third parties to Mortgagee, and of present and future indebtedness originally owing by Mortgagor to third parties and assigned by said third parties to Mortgagee, and any and all renewals or extensions of any of the foregoing, and the performance of the covenants and agreements herein contained, by the Mortgagor to be performed, and also in consideration of One Dollar in hand paid, the receipt whereof is hereby acknowledged, does by these presents Mortgage to the Mortgagee, its successors and assigns, the following described Real Estate in the County of Cook and State of Illinois, to wit:

Exhibit "A" attached.

89598945

Tax ID: 17-07-135-010/011/012

which, with the property hereinafter described, is referred to herein as the "premises". TOGETHER with all improvements, tenements, easements, fixtures and appurtenances thereto belonging, and all rents, issues and profits thereof for so long and during all such times as Mortgagor may be entitled thereto (which are hereby granted primarily and on a parity 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, major beds, washings, 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 on the premises by the Mortgagor or its successors shall be considered as constituting part of the real estate.

TO HAVE AND TO HOLD the premises unto the Mortgagee, its successors and assigns forever, for the purposes herein set forth. This Mortgage consists of two pages. The covenants, conditions and provisions appearing on page 2 (the reverse side hereof) among other things, require Mortgagor to keep the premises in repair, insured and free of liens and to pay and discharge prior liens and taxes, provide that if not paid by Mortgagor, the costs of such repairs, insurance, prior liens and taxes paid by Mortgagee constitute additional indebtedness secured hereby, provide for tax and insurance deposits, for acceleration of maturity of the Note and foreclosure hereof in case of default and for the allowance of Mortgagee's attorneys' fees and expenses of foreclosure, and are incorporated herein by reference, and shall be binding on the Mortgagor and those claiming through it. In the event Mortgagor sells or conveys the premises, or if the title thereto or any interest therein shall be otherwise vested in any manner whatsoever in any other person or persons other than Mortgagor, Mortgagee shall have the option of declaring immediately due and payable all unpaid installments on the Note and enforcing the provisions of this Mortgage with respect thereto unless prior to such sale or conveyance Mortgagee shall have consented thereto in writing and the prospective purchasers of premises shall have executed a written agreement in form satisfactory to the Mortgagee assuring and agreeing to be bound by the terms and conditions of said Note and this Mortgage.

This mortgage is executed by Parkway Bank & Trust Co., 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 it is expressly understood and agreed by the mortgagee herein and by every person now or hereafter claiming any right or security hereunder that nothing contained herein or in the Note secured by this mortgage shall be construed as creating any liability on Parkway Bank & Trust Co. or on any of the beneficiaries under said trust agreement personally to pay said Note or any interest that may accrue thereon, or any indebtedness accruing hereunder or to perform any covenant, either express or implied herein contained, all such liability, if any, being expressly waived, and that any recovery on this mortgage and the Note secured hereby shall be solely against and out of the property hereby conveyed by enforcement of the provisions hereof and of said Note, but this waiver shall in no way affect the personal liability of any co-signer, endorser or guarantor of said Note.

IN WITNESS WHEREOF Parkway Bank & Trust Co., not personally but as Trustee as aforesaid, has caused these presents to be signed by its (Executive) (Assistant) (Vice President) (Trust Officer), and its corporate seal to be hereunto affixed and attested by its (Executive) (Assistant) (Vice President) (Trust Officer) the day and year first above written.

BY [Signature] Parkway Bank & Trust Co. As Trustee as aforesaid and not personally, (Executive) (Assistant) (Vice President) (Trust Officer)

Attest: [Signature] (Executive) (Assistant) (Vice President) (Trust Officer)

STATE OF ILLINOIS) the undersigned)
COUNTY OF COOK) a Notary Public in and for said County, in the state aforesaid, DO HEREBY CERTIFY, that

Witness DuPass Rosamery DuPass and (Executive) (Assistant) (Vice President) (Trust Officer) of Parkway Bank & Trust Co., Rosamery DuPass, and (Executive) (Assistant) (Vice President) (Trust Officer) of said bank, who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such (Executive) (Assistant) (Vice President) (Trust Officer) and (Executive) (Assistant) (Vice President) (Trust Officer), 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 bank as Trustee as aforesaid, for the uses and purposes therein set forth, and the said (Executive) (Assistant) (Vice President) (Trust Officer) their own and their acknowledged that said (Executive) (Assistant) (Vice President) (Trust Officer), as custodian of the corporate seal of said bank, did affix the seal of said bank to said instrument as said (Executive) (Assistant) (Vice President) (Trust Officer)'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.

Witnessed by hand and notarial seal this 27th day of December, 1989.

Notary Seal: Notary Public, 3200 N. Central, Chicago 60630

ABOVE DESCRIBED PROPERTY HERE: 2119-25 W. Hubbard Chicago, Ill. 60612

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EXHIBIT "A" - LEGAL DESCRIPTION

Lots 56 and 57 and 58 feet North of and adjoining said Lots 56 and 57 in John W. Waughop's Subdivision of Block 27 in Canal Trustees Subdivision of Section 7, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

ALSO

Lots 58 and 59 together with that part of vacated Hubbard Street lying between the East line of Lot 58 and the West line of Lot 59 extended to the South line of Hubbard Street (Now Austin Avenue) as now laid out in Block 27 in Canal Trustee's Subdivision of Section 7, Township 39 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois.

Property of Cook County Clerk's Office

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