

# UNOFFICIAL COPY

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Box 156



17965 898400

First National Bank of Lincolnshire  
Land Trust  
Mortgage

Prepared by:  
Lucille Blomquist  
One Marriott Drive  
Lincolnshire, Il., 60069

89619820

DEPT-01 RECORDING \$14.00  
T#4444 TRAN 2137 12/28/89 15:36:00  
#0711 # D \* -89-619820  
COOK COUNTY RECORDER

The above space for RECORDER'S USE ONLY

THIS INDENTURE, made December 7, 1989, Witnesseth, that the undersigned CHICAGO TITLE AND TRUST COMPANY, not personally but as Trustee under the provisions of a Deed or Deeds in Trust duly recorded and delivered to said Trustee in pursuance of a Trust Agreement dated August 3, 1979 and known as Trust Number 1075554, hereinafter referred to as the Mortgagee, does hereby Convey and Mortgage to First National Bank of Lincolnshire, a National Banking Association, having an office and place of business in Lincolnshire, Illinois, hereinafter referred to as the Mortgagee, the following real estate situated in the County of Lake State of Illinois, to wit:

SEE SCHEDULE "A"  
ATTACHED HERETO AND MADE A PART HEREOF

Plat 10 35-108-001  
Cha. 5316 W. Coyle Ave  
Skokie, IL

TOGETHER with all the building and improvements now or hereafter erected thereon and all appurtenances, apparatus and fixtures and the rents, issues and profits thereof, of every name, nature and kind.  
TO HAVE AND TO HOLD the said property unto said Mortgagee forever, for the uses and purposes herein set forth, free from all rights and benefits under the Homestead Exemption laws of the State of Illinois, which said rights and benefits said Mortgagee do hereby release and waive.

This mortgage is given to secure: (1) The payment of a certain indebtedness payable to the order of the mortgagee, evidenced by the Mortgagee's Note of even date herewith in the Principal sum of TWO HUNDRED SEVENTY-TWO THOUSAND AND NO/100 Dollars (\$ 272,000.00) with a final payment due on January 1, 2005, together with interest as follows, and all renewals, extensions, or modifications thereof;

- Interest on the principal balance remaining from time to time unpaid shall be payable prior to maturity at the rate of 11 1/2 per cent per annum and after maturity at the rate of 16 1/2 per cent per annum.
- Interest on the principal balance remaining from time to time unpaid shall be payable prior to maturity at the prime lending rate of \_\_\_\_\_ (or its successors) plus \_\_\_\_\_ per cent per annum over the said prime lending rate, and after maturity at the said prime lending rate plus \_\_\_\_\_ per cent per annum.

over the said prime lending rate, provided however, that said interest rate in no event shall be less than \_\_\_\_\_ per cent per annum. Any increase or decrease of the rate of interest shall be effective as of the date of said prime lending rate change.

(2) Future Advances. Upon request of Mortgagee, Lender, at Lender's option prior to release of this Mortgage, may make Future Advances to Mortgagee. Such Future Advances, with interest thereon, shall be secured by this Mortgage when evidenced by promissory notes stating that said notes are secured hereby. At no time shall the principal amount of the indebtedness secured by this Mortgage, not including sums advanced in accordance herewith to protect the security of this mortgage, exceed the original amount of the Note plus

US \$ none

This mortgage consists of two pages. The covenants, conditions and provisions appearing on page 2 (the reverse side of this mortgage) are incorporated herein by reference and are a part hereof and shall be binding on the Mortgagee, their heirs, successors and assigns.

THIS MORTGAGE is executed by the undersigned trustee, not personally but as a Trustee as aforesaid, in the exercise of the power and authority conferred upon and vested in it as such Trustee, (and said Trustee, 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 Trustee personally to pay the 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 by the Mortgagee and by every person now or hereafter claiming any right to security hereunder, and that so long as the said trustee personally is 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 or co-maker, if any.

IN WITNESS WHEREOF, the undersigned trustee not personally but as a Trustee as aforesaid, has caused these presents to be signed and its corporate seal to be hereunto affixed and attested to, the day and year first above written.

CHICAGO TITLE AND TRUST COMPANY As Trustee  
as aforesaid and not personally.

CORPORATE SEAL

89619820

By Monica Giles ASST Vice President  
Attest Marjolan Estrada TRUST OFFICER  
SECRETARY

STATE OF ILLINOIS }  
COUNTY OF \_\_\_\_\_ } SS

I, the undersigned, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY that the above named officers of the CHICAGO TITLE AND TRUST COMPANY

Grantor, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such officers 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 for the uses and purposes therein set forth; and the said officers then and there acknowledged that the said officers, as custodian of the corporate seal of said Company caused the corporate seal of said Company to be affixed to said instrument as said officers own free and voluntary act and as the free and voluntary act of said Company for the uses and purposes therein set forth.

"OFFICIAL SEAL"  
Marylou Estrada  
Notary Public, State of Illinois  
My Commission Expires 3/12/91

Given under my hand and Notarial Seal this DEC - 7 1989 day of December, 1989  
Marylou Estrada  
Notary Public.

FOR THE RECORDER'S INDEX PURPOSES INSERT STREET ADDRESS OF ABOVE DESCRIBED PROPERTY HERE

5316 Coyle Skokie, Il., 60076 Reference: Gassel  
Place in Recorder's Box  MAIL TO FIRST NATIONAL BANK OF LINCOLNSHIRE  
No. \_\_\_\_\_ ONE MARIOTT DRIVE, LINCOLNSHIRE, IL., 60069

COMMUNITY TITLE GUARANTY CO.  
377 E. Butterfield Rd., Suite 100  
Lombard, Illinois 60148  
(708) 512-0444 1-800-222-1366

89619820

14/00

1. Mortgages 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 which the mortgagor is liable; (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 Mortgages; (4) comply with a reasonable time and building or buildings now or at any time in process of erection 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.

2. Mortgages shall pay before any 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 Mortgages duplicate receipts thereof. To prevent default hereunder Mortgages shall pay in full under protest, in the manner provided by statute, any tax or assessment which Mortgages may desire to contest.

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 Mortgages 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 mortgagor's interest in the property, or the manner of collection of taxes, so as to affect the Mortgages or the debt secured hereon, the mortgagor, upon demand by the Mortgages, shall pay such taxes or assessments or assessments or assessments or assessments, and shall reimburse the Mortgages therefor; provided, however, that if in the opinion of counsel for the Mortgages (a) it might be unlawful to require Mortgages 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 Mortgages may elect, by notice in writing given to the Mortgages, to deduct all of the indebtedness secured hereby to be and become due and payable sixty (60) days from the giving of such notice.

4. If, 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 Mortgages, and the Mortgages' successors or assigns against any liability incurred by reason of the imposition of any tax on the issuance of the note secured hereby.

5. The Mortgages hereby waives any and all rights of redemption from sale under any order or decree of foreclosure of this Mortgage on its own behalf and on behalf of each and every person, except a decree or judgment creditor of the mortgagor, acquiring any interest in or title to the premises subsequent to the date of this Mortgage. This paragraph is operative where allowed by Illinois Statutes.

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

7. In case of default hereof, Mortgages may, but need not, make any payment or perform any act hereinafter required of Mortgages in any form and manner deemed expedient, and may, but need not, make full or partial payment of principal or interest on prior encumbrances. If any, and purchases, discharge, compromise or settle any tax lien or other prior lien, or file or claim interest, or perform from any tax sale or forfeiture affecting said premises or consent any tax or assessment. All moneys paid for any of the purposes herein authorized and all expenses paid or incurred in connection therewith, including attorneys' fees, and any other moneys advanced by Mortgages to protect the mortgaged premises and the lien hereof, shall be so much additional indebtedness secured hereby and shall become immediately due and payable without notice and without demand, hereon at the post maturity rate of the note hereby secured. Indebtedness of Mortgages shall never be considered as a waiver of any right according to U.S. Mortgage on account of any default hereunder on the part of the Mortgages.

8. The Mortgages making any payment, or authorized relating to taxes or assessments, may do so according to any bill, statement or estimate procured from the appropriate public office without inquiry into the accuracy of such bill, statement or estimate or into the validity of any tax, assessment, sale, forfeiture, or lien or title or claim thereof.

9. Mortgages shall pay each item of indebtedness, herein mentioned, both principal and interest, when due according to the terms hereof. At the option of the Mortgages and without notice to Mortgages, all unpaid indebtedness secured by this mortgage shall, notwithstanding any installment or 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.

10. When the indebtedness hereby secured shall become due, whether by acceleration or otherwise, Mortgages 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 Mortgages for attorneys' fees, appraisers' fees, outlays and expert evidence, stenographic charges, publication costs and costs (which may be estimated as to items to be expended after entry of the decree) of procuring all such abstracts of title, title searches, and examinations, life insurance policies, townships certificates, and similar data and assurances with respect to the Mortgage may deem to be reasonably necessary either to procure such suit or to defend the same. All expenditures and expenses of the nature herein mentioned shall become so much additional indebtedness secured hereby and immediately due and payable, with interest thereon at the post maturity rate of the note hereby secured, when paid or incurred by Mortgages in connection with (a) any proceeding, in law or equity, to enforce the performance of this mortgage, or to which the mortgagor is a party, either as plaintiff, claimant or defendant, by reason of the mortgage or any indebtedness hereby secured, or for the enforcement of the lien hereof, or 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.

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, additional 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 Mortgages, their heirs, legal representatives or assigns, as their rights may appear.

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 demand, without regard to the sovereignty or insolvency of Mortgages at the time of application for such receiver and without regard to the then value of the premises or whether the same shall be then occupied as a homestead or not, and the Mortgages may be appointed as such receiver or such receiver shall have the same power to collect the rents, issues and profits of said premises during the period of redemption, whether there be redemption or not, as well as during any further times when Mortgages, except for the intervention of such receiver, would be entitled to collect such rents, issues and profits, and all other powers which may be necessary or appropriate in such cases for the protection, possession, control, management and operation of the premises during the whole or 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, foreclosure, 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.

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 enforcing same in an action at law upon the note hereby secured.

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

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

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 therefor, or interested in said premises, shall be held to answer 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 Mortgages, notwithstanding such extension, variation or release.

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

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 person shall have executed the note of this mortgage. The word "Mortgages" when used herein shall include the successors and assigns of the Mortgages named herein and the holder or holder, from time to time, of the note secured hereby.

19. The mortgagor (or beneficial owner) will not transfer, assign or in any way hypothecate or attempt to transfer, assign or hypothecate the right, title, interest, or any beneficial interest in the property securing this Note without first obtaining the written consent of the holder. Upon any transfer, title, interest, or any beneficial interest of the mortgagor, assignor or hypothecator of the property securing this Note, with-out the previous written consent of the holder, the Mortgages shall be deemed to be in breach of the covenants and conditions herein set forth, and the holder shall deem necessary.

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SCHEDULE "A"

ATTACHED HERETO AND MADE A PART HEREOF

LOT 1 IN BLOCK 4 IN ERNEST H. KLODE'S TOWERS SUBDIVISION, BEING A SUBDIVISION OF PART OF THE EAST 1/2 OF THE NORTHWEST 1/4 OF SECTION 33, TOWNSHIP 41 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

Property of Cook County Clerk's Office

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03/12/14

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