

MORTGAGE (ILLINOIS)
For Use With Form No. 144

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THIS INDENTURE, made March 30 1989, between
Palos Bank and Trust Co. as Trustee under
Trust dated April 19, 1977 and known as Trust
1-1072, 12600 S. Harlem Ave, Palos Hts, IL 60463
(NO. AND STREET) (CITY) (STATE)
herein referred to as "Mortgagors," and Apex Automotive
Warehouse, Inc.
43 W. Lake St., Northlake, IL
(NO. AND STREET) (CITY) (STATE)

89142047

Above Space For Recorder's Use Only

herein referred to as "Mortgagee," witnesseth:

THAT WHEREAS the Mortgagors are justly indebted to the Mortgagee upon the installment note of even date herewith, in the principal sum of Seventy Five Thousand DOLLARS (\$75,000.00), payable to the order of and delivered to the Mortgagee, in and by which note the Mortgagors promise to pay the said principal sum and interest at the rate and in installments as provided in said note, with a final payment of the balance due on the day of 1989 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 43 W. Lake Street, Northlake, IL 60164

NOW, THEREFORE, the Mortgagors to secure the payment of the said principal sum of money and said interest in accordance with the terms, provisions and limitations of this mortgage, and the performance of the covenants and agreements herein contained, by the Mortgagors 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:

LOT 86 IN THE SUBDIVISION OF THE NORTH EAST 1/4 OF THE NORTH EAST 1/4 OF THE SOUTH WEST 1/4 OF SECTION 8, TOWNSHIP 38 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

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

Permanent Real Estate Index Number(s): 20-08-306-003

Address(es) of Real Estate: 1251 W. 51st Street, Chicago, Illinois

TOGETHER with all improvements, tenements, easements, fixtures, and appurtenances therein belonging, and all rents, issues and profits thereof for so long and during all such times as Mortgagors may be entitled thereto (which are pledged 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, indoor beds, awnings, 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 Mortgagors or their successors or assigns shall be considered as constituting part of the real estate.

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 herein 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 the Mortgagors do hereby expressly release and waive.

The name of a record owner is: Palos Bank and Trust Co. as Trustee under Trust dated 4/19/77

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 Mortgagors, their heirs, successors and assigns.

Witness the hand . . . and seal . . . of Mortgagors the day and year first above written.

PALOS BANK AND TRUST COMPANY

as Trustee u/t/a 1-1072

AND NOT PERSONALLY.

PLEASE
PRINT OR
TYPE NAME(S)
BELOW
SIGNATURE(S)

(Seal)

BY:

Jeffrey C. Scheiner, V.P. & T.O. (Seal)

WITNESSETH:

Michael Constantino/V.P.

State of Illinois, County of COOK

In the State aforesaid, DO HEREBY CERTIFY that

Jeffrey C. Scheiner/V.P. & T.O.

and Michael Constantino/Vice President

IMPRESS
SEAL
HERE

personally known to me to be the same person whose name are subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that h signed, sealed and delivered the said instrument as a free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

Given under my hand and official seal, this 30th day of February 1992

Commission expires February 26, 1992

Barbara A. Danaher 1989

Notary Public

This instrument was prepared by WOLIN & ROSEN Two North La Salle, Chicago, IL 60602

Mail this instrument to WOLIN & ROSEN Two North La Salle, Chicago, IL 60602

(NAME AND ADDRESS)

OFFICIAL COPY 76, Chgo, IL 60602

BARBARA A. DANAHER

NOTARY PUBLIC STATE OF ILLINOIS

MY COMMISSION EXP. FEB. 26, 1992

(STATE)

(ZIP CODE)

OR RECORDER'S OFFICE BOX NO.

89142047

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SEE RIDER ATTACHED AND MADE A PART OF MORTGAGE DATED 3/31/89
RELATING TO REAL ESTATE HELD UNDER TRUST NO. 1-1072 PALOS BANK AND TRUST COMPANY, AS TRUSTEE

This mortgage is executed by Palos Bank and Trust Company, 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 mortgage 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 Palos Bank and Trust Company 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 covenants 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-signor, endorser or guarantor of said note.

Exculpatory Clause MORTGAGE

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DEPT-01 RECORDING 112.25
742222 TRAN 9871 03/31/89 11:53:00
#0431 : B * 89-142047
COOK COUNTY RECORDER

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Mail to:
Law Offices
WOLIN & ROSEN
2 N. LaSalle Street
Suite 1776
Chicago, IL 60602