

UNOFFICIAL COPY

AMALGAMATED TRUST AND SAVINGS BANK, UNDER TRUST NO. 3827 DATED 3/1/79 AND NOT PERSONALLY. 180 N. LASALLE, SUITE 1010 CHICAGO, IL. 60601-2506 MORTGAGOR "I" includes each mortgagor above.

This instrument prepared by (Name) BOB M. BIRCH (Address) ONE WEST MONROE, CHICAGO, IL. 60603 AMALGAMATED TRUST AND SAVINGS BANK ONE WEST MONROE CHICAGO, IL. 60603 89196213 MORTGAGEE "You" means the mortgagee, its successors and assigns.

REAL ESTATE MORTGAGE: For value received, I, AMALGAMATED TRUST AND SAVINGS BANK, UNDER TRUST NO. 3827 AS TRUSTEE AND NOT PERSONALLY, mortgage and warrant to you to secure the payment of the secured debt described below, on APRIL 17, 1989, the real estate described below and all rights, easements, appurtenances, rents, leases and existing and future improvements and fixtures (all called the "property").

PROPERTY ADDRESS: 752 FOX DALE (Street), WINNETKA (City), Illinois 60093 (Zip Code)

LEGAL DESCRIPTION:

LOT 11 (EXCEPT THE SOUTH WESTERLY 30 FEET) IN BLOCK 6 IN WINNETKA PARK BLUFFS, A SUBDIVISION BY WILLIAM H. CAIRNDUFF OR PART OF SECTIONS 16, 17, 20 AND 21, TOWNSHIP 42 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS. P.I.N. #05-17-113-013

DEPT-01 RECORDING \$13.25 74222 TRAN 3387 05/03/89 12:16:00 89196213 COOK COUNTY RECORDER

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located in COOK County, Illinois. TITLE: I covenant and warrant title to the property, except for encumbrances of record, municipal and zoning ordinances, current taxes and assessments not yet due and FIRST MORTGAGE IN THE AMOUNT OF \$118,000.00 TO AMALGAMATED TRUST AND SAVINGS BANK, DATED AUGUST 15, 1983 AND RECORDED AS DOCUMENT NO. 26733765.

SECURED DEBT: This mortgage secures repayment of the secured debt and the performance of the covenants and agreements contained in this mortgage and in any other document incorporated herein. Secured debt, as used in this mortgage, includes any amounts I owe you under this mortgage or under any instrument secured by this mortgage.

The secured debt is evidenced by (List all instruments and agreements secured by this mortgage and the dates thereof.):

Future Advances: All amounts owed under the above agreement are secured even though not all amounts may yet be advanced. Future advances under the agreement are contemplated and will be secured and will have priority to the same extent as if made on the date this mortgage is executed.

Revolving credit loan agreement dated APRIL 14, 1989 with initial annual interest rate of 12.500%. All amounts owed under this agreement are secured even though not all amounts may yet be advanced. Future advances under the agreement are contemplated and will be secured and will have priority to the same extent as if made on the date this mortgage is executed.

The above obligation is due and payable on APRIL 14, 1994 if not paid earlier. The total unpaid balance secured by this mortgage at any one time shall not exceed a maximum principal amount of ONE HUNDRED NINETY THOUSAND AND NO/100 Dollars (\$190,000.00), plus interest, plus any disbursements made for the payment of taxes, special assessments, or insurance on the property, with interest on such disbursements.

Variable Rate: The interest rate on the obligation secured by this mortgage may vary according to the terms of that obligation. A copy of the loan agreement containing the terms under which the interest rate may vary is attached to this mortgage and made a part hereof.

TERMS AND COVENANTS: I agree to the terms and covenants contained in this mortgage and in any riders described below and signed by me. Commercial Construction

SIGNATURES: AMALGAMATED TRUST AND SAVINGS BANK, AS TRUSTEE UNDER TRUST NO. 3827 DATED 3/1/79 AND NOT PERSONALLY. See attached Rider for signature of Trustee

ACKNOWLEDGMENT: STATE OF ILLINOIS, County ss: The foregoing instrument was acknowledged before me this day of by

Corporate or Partnership Acknowledgment: of on behalf of the corporation or partnership.

My commission expires: (Date)

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1. **Payments.** I agree to make all payments on the secured debt when due. Unless we agree otherwise, any payments you receive from me or then to principal, if partial prepayment of the secured debt occurs for any reason, it will not reduce or excuse any subsequently scheduled payment until the secured debt is paid in full.
2. **Claims against Title.** I will pay all taxes, assessments, liens and encumbrances on the property when due and will defend title to the property against any claims which would impair the lien of this mortgage. You may require me to assign any rights, claims or defenses which I may have against parties who supply labor or materials to improve or maintain the property.
3. **Insurance.** I will keep the property insured under terms acceptable to you at my expense and for your benefit. You will be named as loss payee or as the insured on any such insurance policy. Any insurance proceeds may be applied, within your discretion, to either the restoration or repair of the damaged property or to the secured debt. If you require mortgage insurance, I agree to maintain such insurance for as long as you require.
4. **Property.** I will keep the property in good condition and make all repairs reasonably necessary.
5. **Expenses.** I agree to pay all your expenses, including reasonable attorneys' fees if I break any covenants in this mortgage or in any obligation secured by this mortgage. Attorneys' fees include those awarded by an appellate court. I will pay these amounts to you as provided in Covenant 10 of this mortgage.
6. **Default and Acceleration.** If I fail to make any payment when due or break any covenants under this mortgage, any prior mortgage or any other remedy available to you, you may foreclose this mortgage in the manner provided by law.
7. **Assignment of Rents and Profits.** I assign to you the rents and profits of the property. Unless we have agreed otherwise in writing, I may collect and retain the rents as long as I am not in default. If I default, you, your agent, or a court appointed receiver may take possession and manage the property and collect the rents. Any rents you collect shall be applied first to the costs of managing the property, including court costs and attorneys' fees, commissions to rental agents, and any other necessary related expenses. The remaining amount of rents will then apply to payments on the secured debt as provided in Covenant 1.
8. **Waiver of Homestead.** I hereby waive all right of homestead exemption in the property.
9. **Leaseholds; Condominiums; Planned Unit Developments.** I agree to comply with the provisions of any lease if this mortgage is on a leasehold. If this mortgage is on a unit in a condominium or a planned unit development, I will perform all of my duties under the covenants, by-laws, or regulations of the condominium or planned unit development.
10. **Authority of Mortgagee to Complete Construction.** If I fail to perform any of my duties under this mortgage, you may perform the duties or cause them to be performed. You may sign my name or pay any amount if necessary for performance. If any construction on the property is discontinued or not carried on in a reasonable manner, you may do whatever is necessary to protect your security interest in the property. This may include completing the construction.
11. **Inspection.** You may enter the property to inspect if you give me notice beforehand. The notice must state the reasonable cause for your inspection.
12. **Condemnation.** I assign to you the proceeds of any award or claim for damages connected with a condemnation or other taking of all or any part of the property. Such proceeds will be applied as provided in Covenant 1. This assignment is subject to the terms of any prior security agreement.
13. **Waiver.** By exercising any remedy available to you, you do not give up your rights to later use any other remedy. By not exercising any remedy, if I default, you do not waive your right to later consider an event a default if it happens again.
14. **Joint and Several Liability; Co-signers; Successors and Assigns.** I do so only to mortgage my interest in the property under the terms of this mortgage. I also agree that you and any party to this mortgage may extend, modify or make any other changes in the terms of this mortgage or the secured debt without my consent. Such a change will not release me from the terms of this mortgage.
15. **Notice.** Unless otherwise required by law, any notice to me shall be given by leaving it or by mailing it by certified mail addressed to me at the Property Address or any other address that I tell you. I will give any notice to you by certified mail to your address on the front side of this mortgage, or to any other address which you have designated.
16. **Transfer of the Property or a Beneficial Interest in the Mortgage.** If all or any part of the property or any interest in it is sold or transferred without your prior written consent, you may demand immediate payment of the secured debt. You may also demand immediate payment if the mortgage is not a natural person and a beneficial interest in the mortgage is sold or transferred. However, you may not demand payment in the above situations if it is prohibited by federal law as of the date of this mortgage.
17. **Release.** When I have paid the secured debt, you will discharge this mortgage without charge to me. I agree to pay all costs to record this mortgage.

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RIDER ATTACHED TO Real estate Mortgage

DATED: April 17, 1989

This instrument is executed by AMALGAMATED TRUST AND SAVINGS BANK, not in its individual capacity, but as Trustee as aforesaid, and it is expressly agreed that nothing herein contained shall be construed as creating any liability on said AMALGAMATED TRUST AND SAVINGS BANK in its individual corporate capacity with respect to any warranty or representation contained in this instrument, or to perform any covenant, either express or implied, herein contained, all such liability, if any, being expressly waived by the parties hereto and by every person now or hereafter claiming any right or interest hereunder, and the parties hereto and such other persons shall accept this instrument upon the express condition that no duty shall rest upon said AMALGAMATED TRUST AND SAVINGS BANK, either in its individual corporate capacity, or as said Trustee, to collect, receive, sequester or retain for any purpose the rents, issues and profits arising from the property hereinabove described or the property or funds at any time subject to said Trust Agreement, or the proceeds arising from the sale or other disposition of any such property, or to continue as such Trustee, or to retain any right, title or interest in or to the property hereinabove described or in or to any part of all of the property or funds at any time subject to said Trust Agreement.

AMALGAMATED TRUST AND SAVINGS BANK
NOT INDIVIDUALLY, BUT AS TRUSTEE
UNDER TRUST NO. 8827

4/17/89

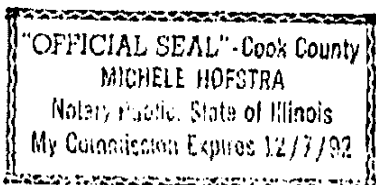
BY: Edward C. Swegard
VICE PRESIDENT

ATTEST: Beatrice Spargo
ASST. SECRETARY

89196219

STATE OF ILLINOIS) SS
COUNTY OF COOK)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, do hereby certify, that Edward Swegard VICE PRESIDENT of AMALGAMATED TRUST AND SAVINGS BANK, AND Beatrice Spargo ASSISTANT SECRETARY of said banking corporation, 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 acts, and as the free and voluntary act of said banking corporation, as Trustee, for the uses and purposes therein set forth; and the said Assistant Secretary did also then and there acknowledge that she, as custodian of the corporate seal of said banking corporation, did affix the said corporate seal of said banking corporation to said instrument as her own free and voluntary act, and as the free and voluntary act of said banking corporation, as Trustee for the uses and purposes herein set forth.



GIVEN UNDER BY HAND AND NOTARY SEAL

THIS 17th DAY OF April, 19 89

Michele Hofstra
NOTARY PUBLIC

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Property of Cook County Clerk's Office

2025-03-20 10:00:00