

A 0023019 Outlent

89320674

THIS INSTRUMENT made May 9 1989 between
Marquette National Bank, as trustee under Trust
No. 12116, and not personally

6316 S. Western Chicago Il.
Alan Luber and
Nancy Luber, his wife, as joint tenants
5635 W. 151st St. Oak Forest, Il.

DEPT-01 114.25
T#0000 TRAN 0123 07/14/89 09:16:00
#0263 + C *-89-320674
COOK COUNTY RECORDER

THE PARTIES HERETO HAVE AGREED TO BORROW THE SUM OF Sixty Thousand and no/100 DOLLARS
60,000.00 TO BE PAID BY THE FIRST PARTY TO THE SECOND PARTY ON THE 9th DAY OF May
1989 AT THE ADDRESS 5635 W. 151st St. Oak Forest, Il.

City of Chicago Cook

89320674

See Rider attached and incorporated herein.

-89-320674

19-03-400-024 *estate secured by this mortgage.
4344 W. 45th St., Chicago, Il.

ALL sums due under the notes secured by this mortgage shall be immediately accelerated and due in full upon the transfer of any interest in the real*

estate of the mortgagor, including but not limited to the real estate, fixtures, chattels, and personal property, including but not limited to, an apartment, equipment or articles of household or personal use, including but not limited to, a refrigerator, stove, oven, sink, and window, and all other contents, including but not limited to, furniture, fixtures, and water heaters. All of the foregoing are to be included in the mortgage, whether or not attached thereto, and it is agreed that all similar apparatus, equipment or articles hereafter placed in the premises, including but not limited to, the premises, shall be considered as constituting part of the real estate.

This Mortgage is executed by the Marquette National Bank, 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 Marquette National Bank, hereby warrants that all powers fully and authoritatively vested in 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 Marquette National Bank personally to pay the said note or any interest that may accrue thereon, or any indebtedness arising hereunder, or to perform any covenant either express or implied herein contained, all such liability, if any, being expressly waived by Trustee 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 Marquette National Bank personally are concerned, the legal holder or holders of said note and the owner or owners of any indebtedness securing hereunder, it is hereby agreed, in the premises hereby conveyed for the payment thereof, by the enforcement of the lien hereby created, in the manner herein and in the note provided for by action to enforce the personal liability of the guarantor, if any.

IN WITNESS WHEREOF, Marquette National Bank, not personally but as Trustee as aforesaid, has caused these presents to be signed by its Vice President, and its corporate seal to be hereunto affixed and attested by its Assistant Secretary, the day and year first above written.

MARQUETTE NATIONAL BANK As Trustee as aforesaid and not personally.

By Ann M. Schurich VICE PRESIDENT

Attest Josephine Roti ASSISTANT SECRETARY

THIS IS A JUNIOR MORTGAGE

STATE OF ILLINOIS
COUNTY OF COOK



I, the undersigned, a Notary Public in and for said County, in the state aforesaid, DO HEREBY CERTIFY, that the above named Vice President and Assistant Secretary of said Bank, personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that they signed and delivered the said instrument as such officers of said Bank and caused the seal of said Bank to be thereunto affixed, as their free and voluntary act and as the free and voluntary act of said Bank, as Justice as aforesaid, for the uses and purposes therein set forth.

"OFFICIAL SEAL"
JOSEPHINE ROTI
Notary Public, State of Illinois
My Commission Expires 2/26/91

Given under my hand and Notarial Seal this 9th day of May 1989

MAIL TO R. W. KARAWSKI
11212 S. HARLEM, WORTH, IL.

Josephine Roti
Notary Public

UNOFFICIAL COPY

PROCESSED

15 1988

1988-02-15

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Property of Cook County Clerk's Office

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NAME AND ADDRESS
Richard Wojnarowski, 11212 S. Harlem, Worth, IL, 60482

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Property of Cook County Clerk's Office

60,000.00
Sixty Thousand and no/100
MAY 9 1989
MARGUERITE NATIONAL BANK, as trustee under Trust
No. 12116, and not personally
Chicago, IL
Alan Lubert and
Nancy Lubert, his wife, as joint tenants
5635 W. 151st St. Oak Forest, IL
DEPT-01
1+0000 TRAN Q1ZE 67/14/89 09:16:00
40238 + C *-89-320674
COOK COUNTY REGISTER
89320674

A 00320619.000000

FOR USE WITH NOTE FORM NO. 101
MAY 9 1989
MARGUERITE NATIONAL BANK

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LEGAL DESCRIPTION RIDER

THAT PART OF LOT "B" IN THE CIRCUIT COURT PARTITION OF THE SOUTH 1/2 AND THAT PART OF THE NORTHWEST 1/4 LYING SOUTH OF THE ILLINOIS AND MICHIGAN CANAL RESERVE OF SECTION 3, TOWNSHIP 38 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN ACCORDING TO THE PLAT OF SAID CIRCUIT COURT PARTITION RECORDED IN THE OFFICE OF THE RECORDER OF COOK COUNTY, ILLINOIS IN BOOK 67 OF PLATS PAGE 44 ON APRIL 29, 1987 AS DOCUMENT 2530529, BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT THE POINT OF INTERSECTION OF THE NORTH LINE OF WEST 45TH STREET (A PRIVATE STREET) AND A LINE PARALLEL TO AND 119.93 FEET EAST OF THE NORTH AND SOUTH CENTER LINE OF SAID SECTION 3; THENCE NORTH ALONG SAID PARALLEL LINE TO ITS INTERSECTION WITH A LINE PARALLEL TO AND 953.57 FEET SOUTH OF THE EAST AND WEST CENTER LINE OF SECTION 3; THENCE WEST ALONG LAST DESCRIBED PARALLEL LINE TO A POINT 24.93 FEET EAST OF SAID NORTH AND SOUTH CENTER LINE OF SAID SECTION 3; THENCE NORTH WESTERLY TO A POINT ON A LINE PARALLEL TO AND 935.32 FEET SOUTH OF THE EAST AND WEST CENTER LINE OF SAID SECTION 3, WHICH POINT IS 30 FEET WEST OF SAID NORTH AND SOUTH CENTER LINE OF SECTION 3; THENCE WEST ALONG LAST DESCRIBED PARALLEL LINE TO A POINT 349.28 FEET WEST OF SAID NORTH AND SOUTH CENTER LINE OF SECTION 3; THENCE SOUTH EASTERLY TO A POINT ON A LINE PARALLEL TO AND 979.57 FEET SOUTH OF SAID EAST AND WEST CENTER LINE OF SECTION 3, SAID POINT BEING 1.25 FEET EAST OF SAID NORTH AND SOUTH CENTER LINE OF SECTION 3; THENCE EAST ALONG LAST DESCRIBED PARALLEL LINE TO ITS INTERSECTION WITH A LINE PARALLEL TO AND 24.93 FEET EAST OF SAID NORTH AND SOUTH CENTER LINE OF SECTION 3; THENCE SOUTH ALONG LAST DESCRIBED PARALLEL LINE TO ITS INTERSECTION WITH SAID NORTH LINE OF WEST 45TH STREET, THENCE EAST ALONG SAID NORTH LINE OF WEST 45TH STREET TO THE POINT OF BEGINNING. THE FOREGOING DESCRIPTION IS BASED UPON THE FOLLOWING

DEFINITIONS: THE WEST 45TH STREET IS DEFINED AS A STRIP OF LAND LYING IN LOT "B" OF THE SUBDIVISION RECORDED IN BOOK 67 OF PLATS PAGE 44, ON APRIL 29, 1987 AS DOCUMENT 2530529, WHICH IS 66 FEET IN WIDTH EXTENDING WESTERLY FROM A STRAIGHT LINE PARALLEL TO AND 1008.93 FEET EAST OF THE NORTH AND SOUTH CENTER LINE OF SECTION 3, BEING THE EAST LINE OF SOUTH TRIPP AVENUE EXTENDED NORTHERLY, TO A STRAIGHT LINE PARALLEL TO AND 473.07 FEET WEST OF SAID NORTH AND SOUTH CENTER LINE OF SECTION 3, THE SOUTH LINE OF SAID STRIP IS A STRAIGHT LINE PARALLEL TO AND 1366.32 FEET SOUTH OF SAID EAST AND WEST CENTER LINE OF SECTION 3, THE NORTH LINE OF SAID STRIP IS A STRAIGHT LINE PARALLEL TO AND 66 FEET NORTH OF THE SOUTH LINE OF SAID STRIP.

THE NORTH AND SOUTH CENTER LINE OF SAID SECTION 3 IS DEFINED AS A STRAIGHT LINE DRAWN FROM A POINT ON THE NORTH LINE OF SAID SECTION 3 MEASURED 2648.14 FEET WEST FROM THE NORTHEAST CORNER OF SAID SECTION 3 AND MEASURED 2642.84 FEET EAST FROM THE NORTHWEST CORNER OF SAID SECTION 3, TO A POINT ON THE SOUTH LINE OF SAID SECTION 3, MEASURED 2599.37 FEET WEST FROM THE SOUTHEAST CORNER OF SAID SECTION 3 AND MEASURED 2668.04 FEET EAST FROM THE SOUTHWEST CORNER OF SAID SECTION 3. THE EAST AND WEST CENTER LINE OF SAID SECTION 3 IS DEFINED AS A STRAIGHT LINE DRAWN FROM A POINT ON THE EAST LINE OF SAID SECTION 3 MEASURED 2597.19 FEET SOUTH FROM THE NORTHEAST CORNER OF SAID SECTION 3 AND MEASURED 2669.84 FEET NORTH FROM THE SOUTHEAST CORNER OF SECTION 3 TO A POINT ON THE WEST LINE OF SAID SECTION 3 MEASURED 2598.77 FEET SOUTH OF THE NORTHWEST CORNER OF SAID SECTION 3 AND MEASURED 2661.19 FEET NORTH FROM THE SOUTHWEST CORNER OF SAID SECTION 3, ALL IN COOK COUNTY, ILLINOIS.

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1. Mortgages shall... may become damaged or be destroyed... other liens or claims for lien, not especially subordinate to the lien thereof...

2. Mortgages shall pay before any penalty attached all general taxes, and shall pay special taxes, special assessments, water charges, sewer service charges, and other charges against the premises when due...

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 Mortgagee...

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 Mortgagee covenant and agree to pay such tax in the manner required by any such law...

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 possession of making prepayments on the principal of and upon in addition to the required payments as may be provided in said note.

6. Mortgages shall pay all existing and improvements now or hereafter situated on said premises insured against loss or damage by fire, lightning and windstorm... the cost of such insurance or repairs shall be paid by the Mortgagee...

7. The Mortgagee shall have the right to examine and audit the books and accounts of the Mortgages... and to require the Mortgages to furnish to the Mortgagee such information as may be necessary to enable the Mortgagee to ascertain the true condition of the premises...

8. The Mortgagee shall have the right to cause to be made and to cause to be published... a statement of the value of the premises... and to cause to be made and to cause to be published... a statement of the value of the premises...

9. Mortgages shall pay each item of indebtedness secured hereby as to principal and interest, when due according to the terms hereof... in the event of default or making payment of any installment of principal or interest on the note or any 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... the Mortgagee shall have the right to foreclose the lien hereby secured... and to cause to be made and to cause to be published... a statement of the value of the premises...

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... second, all other items which under the terms hereof constitute secured indebtedness...

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... and to cause to be made and to cause to be published... a statement of the value of the premises...

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

14. The Mortgagee 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 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.

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 account to such extension, variation or release, and their liability and the lien and all provisions hereof shall continue in full force, the right to recourse against all such persons being expressly reserved by the Mortgagee...

17. Mortgagee shall release this mortgage and lien thereof 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.

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 Mortgagee named herein and the holder or holders, from time to time, of the note secured hereby.

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