

DER ATTACHED
PART HEREON
NOTARY PUBLIC

1st Nat'l Bk. of Hoffman
2200 W. Higgins Rd.
Hoffman Estates, Ill. 60142

OFFICIAL SEAL
MARGARET W. BORNHILL
Notary Public, State of Illinois
My Commission Expires 3/31/89

SEE EX
HERE TO

JULY 19 89

COOK COUNTY RECORDER
#1126 E * 89-339767

DEPT-11
\$14.00

appeared before me this day in person, and acknowledged that they personally know me to be the same person whose name is subscribed to the foregoing instrument.

STATE OF ILLINOIS
COUNTY OF COOK
ATTEST: JOHN A. MOCHONET, TRUST OFFICER
Harris Bank Barrington N.A. Trust # 11-1915

THIS IS SUBJECT TO ANY LIENS FOR TAXES AND STATUTORY ADDITIONS OWED TO THE UNITED STATES GOVERNMENT (ALL) AND NOT PERSONALLY
MAY 3 19 89

In witness whereof, this mortgage is executed, sealed and delivered this day of May 3 19 89

L That each right, power and remedy herein conferred upon the Mortgagee is cumulative of every other right or remedy of the Mortgagee, whether herein or by law conferred, and may be enforced concurrently therewith, that no waiver by the Mortgagee of performance of any covenant herein or in said obligation contained therein shall in any manner affect the right of Mortgagee to require performance of the same or any other of said covenants, that wherever the context hereof requires, the masculine gender, as used herein, shall include the plural, that all rights, powers and obligations under this mortgage shall extend to and be binding upon the respective heirs, executors, administrators, successors and assigns of the Mortgagor, and the successors and assigns of the Mortgagee, and that the powers herein mentioned may be exercised as often as occasion may require.

M That in the event the Mortgagor is a duly organized corporation, the Mortgagor does hereby waive all rights of redemption, in the event the Mortgagor is a corporation, and the improvements on said real estate contain four or more dwelling units, the Mortgagor does hereby waive all rights of redemption.

K That upon the commencement of any foreclosure proceeding hereunder, the court in which such suit is filed may at any time, either before or after sale, and without notice to the Mortgagor, or any party claiming under him, and without regard to the priority of the Mortgagor or the then value of said premises, or whether the same shall then be occupied by the owner of the equity of redemption as a tenant, appoint a receiver with power to manage and rent and to collect the rents, issues and profits of said premises during the pendency of such foreclosure suit as the court may deem proper, and such receiver shall have power to collect the rents, issues and profits of said premises, and may be applied for as well as after the sale, toward the payment of the indebtedness, costs, taxes, insurance or other items necessary for the preservation of the property, including the expenses of such receiver, or on any other terms which the court may deem proper, whether there be redemption or not, and if a receiver shall be appointed he shall remain in possession until the expiration of the term allowed by statute for redemption, whether there be redemption or not, and until the issuance of deed in case of sale, but if no deed be issued, until the expiration of the statutory period during which it may be issued.

J All easements, rents, issues and profits of said premises are pledged, assigned and transferred to the Mortgagee, whether now due or hereafter to become due, under or by virtue of any lease or agreement for the use or occupancy of said property, or any part thereof, whether said lease or agreement is written or verbal, and it is the intention hereof to pledge said rents, issues and profits on a party with said real estate and such pledge shall not be deemed merged in any foreclosure decree, and (b) to establish an absolute transfer and assignment to the Mortgagee of all such leases and agreements and all the assets thereunder, together with the right in case of default, in whole or in part, to enter upon and take possession of, manage, maintain and operate said premises, or any part thereof, make lease for terms deemed proper and advantageous to it, terminate or modify existing or future leases, collect said rents, issues and profits, regardless of when said premises, by furnishings and equipment, in whole or in part, when it deems necessary, purchase adequate fire and extended coverage and other forms of insurance as it may be deemed advisable, and in general exercise all powers ordinarily incident to absolute ownership, advance or borrow money necessary for any purpose herein stated to secure which a lien is hereby created on the mortgaged premises and on the income therefrom which lien is prior to the lien of any other indebtedness hereby secured, and out of the income related reasonable compensation on or after the date hereof, and from time to time apply any balance of income not, in its sole discretion, needed for the foreclosure, first on the interest and then on the principal of the indebtedness hereby secured before or after any decree of foreclosure, and on the deficiency in the proceeds of sale, if any, whether there be a decree in foreclosure or not, whenever all of the indebtedness secured hereby is paid, and the Mortgagee, in its sole discretion, feels that there is no substantial unsecured debt in performance of the Mortgagee's obligations hereunder, the Mortgagee, on satisfactory evidence thereof, shall relinquish possession and pay to Mortgagor any surplus income in its hands. The possession of the Mortgagor may continue until all indebtedness secured hereby is paid in full or until the delivery of a Deed pursuant to a decree of foreclosure the lien hereof, but if no deed be issued, then until the expiration of the statutory period during which it may be issued.

I In case the mortgaged property, or any part thereof, shall be taken by condemnation, the Mortgagee is hereby empowered to collect and receive all compensation which may be paid for any property taken or for damages to any property not taken and all condemnation compensation so received shall be forthwith applied by the Mortgagee as it may elect, to the immediate reduction of the indebtedness secured hereby, or to the repair and restoration of any property so damaged, provided that any excess over the amount of the indebtedness shall be delivered to the Mortgagor or his assignee.

H That the Mortgagee may employ a Court of law or other legal tribunal for advice or other legal aid in connection with any dispute as to the debt hereby secured or the lien of this instrument, or any interest to which the Mortgagee may be made a party on account of this lien or which may arise in the title to the property securing the indebtedness hereby secured or which may affect said debt or lien and any reasonable attorney's fees so incurred shall be added to and be a part of the debt hereby secured. Any costs and expenses reasonably incurred in the foreclosure of this mortgage and sale of the property securing the same and in connection with any other mortgage debt and shall include interest at the highest contract rate, or if no such contract rate then at the legal rate, in the event of a foreclosure sale of said premises secured. All such amounts shall be payable by the Mortgagor to the Mortgagee on demand, and if not paid shall be included in any decree or judgment as a part of said mortgage debt and shall include interest at the highest contract rate, or if no such contract rate then at the legal rate, in the event of a foreclosure sale of said premises secured. All such amounts shall be payable by the Mortgagor to the Mortgagee on demand, and if not paid shall be included in any decree or judgment as a part of said mortgage debt and shall include interest at the highest contract rate, or if no such contract rate then at the legal rate, in the event of a foreclosure sale of said premises secured.

G That time is of the essence hereof, and if default be made in performance of any covenant herein contained or in making any payment under said note or obligation or any extension or renewal thereof, or if proceedings be instituted to enforce any other lien or charge upon any of said property, or upon the filing of a proceeding in bankruptcy by or against the Mortgagor, or if the Mortgagor shall make an assignment for the benefit of his creditors or if his property be placed under control of or in custody of any court, or if the Mortgagor abandon any of said property, or in the event of the filing of a suit to condemn all or a part of the said property, then and in any of said events, the Mortgagee is hereby authorized and empowered, at its option and without affecting the lien hereby created or the priority of said lien or any right of the Mortgagee hereunder, to declare without notice, all sums secured hereby immediately due and payable, whether or not such default be remedied by Mortgagor, and apply toward the payment of said mortgage indebtedness any indebtedness of the Mortgagor to the Mortgagee, and said Mortgagee may also immediately proceed in foreclosure on this mortgage, and in any foreclosure a sale may be made of the premises on mass without offering the several parts separately.

Subject to the terms of this paragraph, nothing in this mortgage contract shall prevent Mortgagee from dealing with any successor in interest of the Mortgagor in the same manner as with the Mortgagor, and said dealings may include forbearing to sue or extending the time for payment of the debt secured hereby, but said dealings shall not discharge or in any way affect the liability of the Mortgagor hereunder or the debt hereby secured.

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Mortgagee shall have the option to accelerate the debt secured by this mortgage and the note securing it if the mortgagor fails to pay any installment when due and payable.

That if all or any part of the property, or any interest therein, or if the mortgagor is a land trust, if all or any part of the beneficial interest in said trust is sold, transferred or assigned by the mortgagor without the prior consent of the mortgagee, excluding (a) the creation of a lien or encumbrance subordinate to this mortgage, (b) the creation of a purchase money security interest for household appliances, (c) a transfer by devise, descent, or by operation of law upon the death of a joint tenant, or (d) the grant of any leasehold interest of three years or less not containing an option to purchase, mortgagee may, at Mortgagee's option, declare without notice all of the sums secured by this mortgage to be immediately due and payable.

That it is the intent hereof to secure payment of said note and obligation whenever the entire amount thereof shall have been advanced to the mortgagor at the date hereof, or at a later date, and to secure any other amount or amounts that may be added to the mortgage indebtedness under the terms of this mortgage contract.

That in case of failure to perform any of the covenants herein, Mortgagee may do on Mortgagee's behalf everything so covenanted, that said Mortgagee may also do any act it may deem necessary to protect the lien hereof. That Mortgagee will repay upon demand any moneys paid or disbursed by Mortgagee for any of the above purposes and such moneys together with interest thereon at the highest rate for which it is then lawful to contract shall become so much additional indebtedness secured by this mortgage with the same priority as the original indebtedness and may be included in any decree foreclosing this mortgage and be paid out of the proceeds of sale of said premises if not otherwise paid. That it shall not be obligatory upon the Mortgagee to check into the validity of any lien, encumbrance or claim in advancing moneys as above authorized, but nothing herein contained shall be construed as requiring the Mortgagee to advance any moneys for any purpose nor to do any act hereunder; and the Mortgagee shall not incur any personal liability because of anything it may do or omit to do hereunder.

This mortgage contract provides for additional advances which may be made at the option of the Mortgagee and secured by this mortgage, and it is agreed that in the event of such advances the amount thereof may be added to the mortgage debt and shall increase the unpaid balance of the note hereby secured by the amount of such advance and shall be a part of said note indebtedness under all of the terms of said note and this contract as fully as if a new such note and contract were executed and delivered. An Additional Advance Agreement may be given and accepted for such advance and provision may be made for different monthly payments and a different interest rate and other express modifications of the contract, but in all other respects this contract shall remain in full force and effect as to said indebtedness, including all advances.

In order to provide for the payment of taxes, assessments, insurance premiums, and other annual charges upon the property securing this indebtedness, and other insurance required or accepted, I promise to pay to the Mortgagee, a pro rata portion of the current year taxes on the disbursement of the loan and to pay monthly to the Mortgagee, in addition to the above payments, a sum estimated to be equivalent to one-twelfth of such items, which payments may, at the option of the Mortgagee, (a) be held by I and commingled with other funds for the payment of such items, or (b) be carried in a savings account and withdrawn by I to pay such items, or (c) be credited to the unpaid balance of said indebtedness as received, provided that the Mortgagee advances upon this obligation sums sufficient to pay said items as the same accrue and become payable, if the amount estimated to be sufficient to pay said items is not sufficient, I promise to pay the difference upon demand. If such sums are held or carried in a savings account, or escrow account, the same are hereby pledged to further secure this indebtedness. The Mortgagee is authorized to pay said items as charged or billed without further inquiry.

In order to provide for the payment of taxes, assessments, insurance premiums, and other annual charges upon the property securing this indebtedness, and other insurance required or accepted, I promise to pay to the Mortgagee, a pro rata portion of the current year taxes on the disbursement of the loan and to pay monthly to the Mortgagee, in addition to the above payments, a sum estimated to be equivalent to one-twelfth of such items, which payments may, at the option of the Mortgagee, (a) be held by I and commingled with other funds for the payment of such items, or (b) be carried in a savings account and withdrawn by I to pay such items, or (c) be credited to the unpaid balance of said indebtedness as received, provided that the Mortgagee advances upon this obligation sums sufficient to pay said items as the same accrue and become payable, if the amount estimated to be sufficient to pay said items is not sufficient, I promise to pay the difference upon demand. If such sums are held or carried in a savings account, or escrow account, the same are hereby pledged to further secure this indebtedness. The Mortgagee is authorized to pay said items as charged or billed without further inquiry.

THE MORTGAGOR COVENANTS:

To pay said indebtedness and the interest thereon as hereinafter provided, or according to any agreement extending the time of payment thereof. (1) To pay when due and before any daily attaches thereto all taxes, special taxes, special assessments, water charges, and sewer service charges against said property (including those heretofore due) and to (with Mortgagee) upon request, duplicate receipts therefor, and all such items extended against said property shall be conclusively deemed valid for the purpose of this requirement. (2) To keep the improvements now or hereafter insured against damage by fire, and such other hazards as the Mortgagee may require to be insured against, and to provide public liability insurance and such other insurance as the Mortgagee may require, through such agents or brokers, and in such form as shall be satisfactory to the Mortgagee, such insurance policies shall remain with the Mortgagee during said period or periods, and contain the usual clause restricting to the Mortgagee making them payable to the Mortgagee, and in case of foreclosure sale payable to the owner of the certificate of sale, owner of any deficiency, any receiver or redemptioner, or any grantee in a deed pursuant to foreclosure, and in case of loss under such policies, the Mortgagee is authorized to adjust, collect and compromise, in its discretion, all claims thereunder and to execute and deliver on behalf of the Mortgagee all necessary proofs of loss, receipts, vouchers, releases and acquittances required to be signed by the insurance companies, and the Mortgagee agrees to sign, upon demand, any receipts, vouchers, releases and acquittances required to be signed by the insurance companies, and the Mortgagee agrees to sign, upon demand, all receipts, vouchers, releases and acquittances required of him to be signed by the Mortgagee for such purpose, and the Mortgagee is authorized to apply the proceeds of any insurance claim to the restoration of the property or upon the indebtedness hereby secured in its discretion, but monthly payments shall continue until said indebtedness is paid in full. (3) Immediately after destruction or damage, to commence and promptly complete the rebuilding or restoration of buildings and improvements now or hereafter on said premises, unless Mortgagee elects to apply on the indebtedness secured hereby the proceeds of any insurance covering such destruction or damage. (4) To keep said premises in good condition and repair, without waste, and free from any mechanic's or other lien or claim of lien, not expressly subordinated to the lien hereof. (5) Not to make, suffer or permit any unlawful use or occupation of the premises or to diminish or impair its value by any act or omission to act. (6) To comply with all requirements of law with respect to mortgaged premises and the use hereof. (7) Not to make, suffer or permit any alterations of the Mortgagee being first had and obtained. (a) any use of the property for any purpose other than that for which it is now used; (b) any alterations of the improvements, apparatus, fixtures or equipment now or hereafter upon said property; (c) any purchase on conditional sale, lease or agreement under which title is reserved in the vendor, of any apparatus, fixtures or equipment to be placed in or upon any buildings or improvements on said property.

any of them to the mortgage in the total amount of \$ Thirty Four Thousand Nine Hundred Eighty One and 84/100

To secure payment of the debt as evidenced hereby and by the note or notes of even date herewith, or subsequent dates, or any note or notes substituted therefor to extend or renew payment thereof, executed by the mortgagor or any of them, or if the mortgagor is a land trust, then executed by the beneficiaries of said trust or laws of any State which said rights and benefits said Mortgagee does hereby release and waive.

TO HAVE AND TO HOLD the said property, with said buildings, improvements, fixtures, apparatuses, and equipment, and with all the rights and privileges therein to behoove unto said Mortgagee forever, for the uses herein set forth, free from all rights and benefits under the homestead, exemption and valuation laws of any State which said Mortgagee does hereby release and waive.

Together with all buildings improvements, fixtures or apparatuses now or hereafter erected thereon or placed therein, including all apparatus, equipment, fixtures or articles whether in single units or centrally controlled, used to supply heat, gas, air-conditioning, water, light power, refrigeration, ventilation or other services, and any other thing now or hereafter thereon or thereon, the furnishing of which by servants or lessees is customary or appropriate, including screens, window shades, storm doors and windows, floor coverings, screen doors, in-door beds, awnings, stoves and water heaters all of which are intended to be and are hereby declared to be a part of said real estate physically attached thereto or not, and also together with all easements and the rents, issues and profits of said premises which are hereby pledged, assigned, transferred and set over unto the Mortgagee, whether now due or hereafter to become due as provided herein. The Mortgagee is hereby subrogated to the rights of all mortgages, lienholders and owners paid off by the proceeds of the loan hereby secured.

State, the following described real estate in Cook County, Illinois: See attached legal description

This Indenture Witnesseth, that the undersigned Harris Bank Building N.A. Trust # 11-1915

Dated May 3, 1989

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LEGAL DESCRIPTION RIDER

PARCEL 1: That part of the Northwest quarter of Section 4, Township 42 North, Range 9, East of the Third Principal Meridian, described as follows: commencing at a point 9.20 feet East of the East line of the West half of said Northwest quarter, as measured on North line of South 52 rods of West half of said Northwest quarter extended East, said point also being the Southwest corner of Barrington Donlea Subdivision, a subdivision of part of the North half of Section 4, Township 42 North, Range 9, East of the Third Principal Meridian, according to the plat thereof recorded as Document 17133235; thence Northerly along the West line of Barrington Donlea Subdivision a distance of 588.07 feet to a point in a line 1406.30 feet South of and parallel with the North line of Northwest quarter of Section 4 aforesaid; thence West along the aforesaid parallel line a distance of 329.40 feet to a point on the center line of a private road; thence North 39°-16'-30" East 76.20 feet; thence continuing North 23°-34'-30" East along said center line, 80.90 feet; thence West and parallel with North line of West half of said Northwest quarter, 392.71 feet to the point of beginning; thence on an 87°-38'-20" angle to the left of the last described course, 716.12 feet to a point on the North line of the South 52 rods of the West half of said Northwest quarter; thence West along the aforesaid line 300.0 feet to a point 370.70 feet East of the Northwest corner of the South 52 rods of said West half; thence North and parallel with the West line of the West half of said Northwest quarter, 590.00 feet; thence on a 39°-48'-18" angle to the right of the last described course, 159.63 feet; thence East and parallel with the North line of the West half of said Northwest quarter, 226.00 feet, to the point of beginning.

ALSO

PARCEL 2: Easement for the benefit of Parcel 1 for ingress and egress created by the Grant made by Orin W. Wold, as trustee, to Frederick A. Meythaler and Dorothy P. Meythaler, his wife, dated April 22, 1964 and recorded May 14, 1964 as Document 19127580, 20 feet in width, the center line of said strip being described as follows: Beginning at a point 9.20 feet East of the East line of the West half of the Northwest quarter of Section 4, Township 42 North, Range 9, East of the Third Principal Meridian, as measured on the North line of the South 52 rods of the West half of said Northwest quarter, extended East, said point also being the Southwest corner of Barrington Donlea Subdivision, a subdivision of part of the North half of Section 4, Township 42 North, Range 9, East of the Third Principal Meridian, according to the plat thereof recorded as Document No. 17133235; thence Northwesterly on a 41°-42'-17" angle to the right as measured from West to North on the North line of the South 52 rods, 175.9 feet; thence on a 40°-00' angle to the left of the last described course, 167.0 feet; thence on a 19°-01' angle to the right of the last described course, 279.2 feet, thence on a 25°-30' angle to the left of the last described course, 315.0 feet; thence on a 15' angle to the right of the last described course to the West line of Parcel 1, to the point of termination of said strip (except that part thereof falling with Parcel 1) All in Cook County, Illinois.

UNOFFICIAL COPY

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the County of Cook, Illinois, this 1st day of January, 1900.

CLERK OF COOK COUNTY

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the County of Cook, Illinois, this 1st day of January, 1900.

CLERK OF COOK COUNTY

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the County of Cook, Illinois, this 1st day of January, 1900.

CLERK OF COOK COUNTY

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the County of Cook, Illinois, this 1st day of January, 1900.

CLERK OF COOK COUNTY

70338200

Property of Cook County Clerk's Office

441

99339567

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This instrument is executed by HARRIS BANK BARRINGTON, National Association, a national banking association, not personally but solely as trustee under the provisions of a deed of trust recorded and delivered to said Company in purchase of said Trust Agreement dated 8-6-79 and known as Trust No. 11-1915. The exercise of the power and authority conferred upon and vested in it as such trustee.

It is expressly understood and agreed by and between the parties hereto, anything herein contained to the contrary notwithstanding, that (i) each and all of the copresentations, warranties, covenants, undertakings and agreements made by the Trustee are not made for the purpose or with the intention of binding HARRIS BANK BARRINGTON in its individual capacity, but are made and intended solely for the purpose of binding (and shall be enforceable against) only the assets of the Trust; (ii) any provision of this instrument referring to a right of any person to be indemnified, held harmless, or reimbursed by the Trustee for any costs, claims, losses, fines, penalties, damages or expenses of any nature, including without limitation, attorney's fees, arising in any way out of the execution of this instrument or the transaction in connection with which this instrument is executed and delivered, shall be construed to be only a right of reimbursement in favor of such person out of the assets of the Trust; and in no case shall any claim of liability or right of reimbursement be asserted against HARRIS BANK BARRINGTON in its individual capacity; (iii) this instrument is executed and delivered by the Trust solely upon the exercise of the power expressly conferred upon the Trustee under the Trust and of the Trust, and HARRIS BANK BARRINGTON hereby warrants that it possesses full power and authority to execute this instrument; and (iv) that no personal liability or personal responsibility is assumed by, nor shall at any time be asserted or enforceable against HARRIS BANK BARRINGTON, on account of any representations, warranties, indemnities, covenants, undertakings or agreements contained in this instrument, either express or implied or arising in any way out of the transaction in connection with which this instrument is executed and delivered, in such personal liability or responsibility, if any, being expressly waived and released by all other parties hereto and by all persons claiming by, through or under said parties. The parties to this instrument hereby acknowledge that under the terms of the Trust, HARRIS BANK BARRINGTON has no obligations or duties in regard to the operation, management and control of the trust property, nor does it have any power or authority to exercise the same. Notwithstanding to any of the covenants, warranties and provisions contained in this instrument, HARRIS BANK BARRINGTON is not the agent or beneficiary of said trust; and in the event of any conflict between the provisions of this exculpatory paragraph and the body of this instrument, the provisions of this paragraph shall control.

Keep, as against the trustee, nothing herein contained shall limit the right of any party to enforce the personal liability of any other party to this instrument.

EXCULPATORY RIDER ATTACHED AND MADE A PART HEREOF

99339567

Office

SEE EXCULPATORY RIDER HERETO AND MADE A PART HEREOF

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Property of Cook County Clerk's Office

19580053

8-2-58

SEE CLERK'S OFFICE FOR MORE INFORMATION