

UNOFFICIAL COPY

Lots 9 and 10 in Block 4 in White River View Addition being a Subdivision of the North West quarter of the North West quarter of Section 28, Township 41 North, Range 12, East of the Third Principal Meridian in Cook County, Illinois.

89341082

PETERSON BANK
LAND TRUST
MORTGAGE

DEPT-01 \$12.25
TH4444 TRAN 11:45 07/26/89 09:25:00
#5390 #E * 89-341082
COOK COUNTY RECORDER

The above space for RECORDER'S USE ONLY

THIS INDENTURE, made April 29, 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 April 7, 1989 and known as Trust Number 1092939, hereinafter referred to as the Mortgagee, does hereby Convey and Mortgage to PETERSON BANK, an Illinois banking corporation having an office and place of business in Chicago, Illinois, hereinafter referred to as the Mortgagee, the following real estate situated in the County of Cook, State of Illinois, to wit:
Per legal description attached hereto and made a part hereof.

TOGETHER with all the buildings and improvements now or hereafter erected thereon and all appurtenances, apparatus and fixtures and the rents and issues and profits thereof, of every name, nature and kind TO HAVE AND TO HOLD the above 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 amount of Ninety Thousand and No/100

Dollars (\$ 90,000.00) with a final payment due on April 30, 1993 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 _____ per cent per annum and after maturity at the rate of _____ per cent per annum.
- XX Interest on the principal balance remaining from time to time unpaid shall be payable prior to maturity at the prime lending rate of The Wall Street Journal (or its successors) plus 2.00 per cent per annum over the said prime lending rate, and after maturity at the said prime lending rate plus 7.00 per cent per annum over the said prime lending rate, provided however, that said interest rate, in no event shall be less than 0.00 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's 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 \$ 45,000.00

This mortgage consists of two pages. The covenants, conditions and provisions appearing on page _____ (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 incurred 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 as to the said trustee personally is concerned, the legal holder or holders of said note and the owner or owners of any indebtedness secured 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 & Trust Company as Trustee
as aforesaid and not personally
By [Signature] TRUST OFFICER
Attest [Signature] ASST.

CORPORATE SEAL

STATE OF ILLINOIS,)
COUNTY OF COOK)

I, the undersigned, a Notary Public in and for the County and State aforesaid, by HARVEY CURTIS, that the above named Assistant Vice President and Assistant Secretary of the CHICAGO TITLE AND TRUST COMPANY, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Assistant 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 act and as the free and voluntary act of said Company for the uses and purposes therein set forth, and the said Assistant Secretary, then and there acknowledged that said Assistant Secretary, as a member of the corporate seal of said Company, caused the corporate seal of said Company to be affixed to said instrument as said Assistant Secretary's 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"
Monica Sanders
Notary Public, State of Illinois
My Commission Expires 4/25/92



Witnessed by my hand and Notarial Seal this MAY 3 day of 1989.

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

1753 Oakton, Des Plaines, IL

Reference OH/Yun Joe Shim

89341082

MAIL TO: PETERSON BANK
3232 W. Peterson Ave.
Chicago, IL 60659

89341082

\$12.00 MAIL

S196444 16(N.A)

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NR86-1

