

99433865

GRANTOR'S REPRESENTATIONS AND WARRANTIES. Grantor warrants that the Real Property is not subject to any liens, mortgages, or other encumbrances...

Real Property. The word "Real Property" means the property, interests and rights described above in the "Grant of Mortgage" section...

99433865 \$16.00

Personal Property. The word "Personal Property" means all personal property now or hereafter owned by Grantor, and now or hereafter attached or affixed to the Real Property...

Improvements. The word "Improvements" means and includes without limitation all existing and future improvements, fixtures, buildings, structures, mobile homes affixed on the Real Property...

Guarantor. The word "Guarantor" means and includes without limitation each and all of the guarantors, sureties, and accommodation parties in connection with the Indebtedness...

Existing Indebtedness. The words "Existing Indebtedness" mean the indebtedness described below in the Existing Indebtedness section of this Mortgage...

Credit Agreement. The word "Credit Agreement" means the revolving line of credit agreement dated July 5, 1990, between Lender and Borrower...

Borrower. The word "Borrower" means CAESAR MARCONI and BONNIE MARCONI. The following words that have the following meanings when used in this Mortgage shall have the meanings attributed to such terms in the Illinois Uniform Commercial Code...

DEFINITIONS. The following words that have the following meanings when used in this Mortgage shall have the meanings attributed to such terms in the Illinois Uniform Commercial Code...

Grantor hereby assigns to Lender all of Grantor's right, title, and interest in and to all leases of the Property and all Rents from the Property...

60005. The Real Property tax identification number is 00-00-400-030-0000. THE REAL PROPERTY OR HIS ADDRESS IS COMMONLY KNOWN AS 1511 ALLISON COURT, ARLINGTON HEIGHTS, IL...

THE RECORDER AS DOCUMENT 24033000 IN COOK COUNTY, ILLINOIS. LOT 15 IN SURREY PARK EAST, BEING A RESUBDIVISION IN SECTION 8, TOWNSHIP 41 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN RECORDED JULY 28, 1977 IN THE OFFICE OF...

GRANT OF MORTGAGE. For valuable consideration, Grantor not personally but as Trustee under the provisions of a deed or deed in trust duly recorded and filed for record in the Public Records Office of Cook County, Illinois...

THIS MORTGAGE IS DATED JULY 5, 1990, between AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO AS SUCCESSOR TRUSTEE TO FIRST ARLINGTON NATIONAL BANK, AS TRUSTEE UNDER TRUST #A-1369, DATED 8-17-81, whose address is 33 N. LASALLE STREET, CHICAGO, IL...

MORTGAGE

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

COOK COUNTY RECORDER 86752 H H * 20- 933865 118888 TRAM 8883 09/06/90 12 30 00

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RECORDER REQUESTED BY Melrose Park Bank and Trust 17th Avenue at Lake Street Melrose Park, IL 60180

WHEN RECORDED MAIL TO: Melrose Park Bank and Trust 17th Avenue at Lake Street Melrose Park, IL 60180

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3-11-1990

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FULL PERFORMANCE. If Borrower pays all the obligations... Attorney-in-Fact. If Grantor fails to do any of the things... Further Assurances. At any time, and from time to time...

FURTHER ASSURANCES; ATTORNEY-IN-FACT. The following provisions...

Address. The mailing address of Grantor (debtor) and Lender... Security Interest. Upon request by Lender, Grantor shall execute...

SECURITY AGREEMENT; FINANCING STATEMENTS. The following provisions...

Subsequent Taxes. If any tax to which this section applies... Current Taxes, Fees and Charges. Upon request by Lender...

IMPOSITION OF TAXES, FEES AND CHARGES BY GOVERNMENTAL AUTHORITIES. The following provisions...

Proceedings. If any proceeding in condemnation is had... Application of Net Proceeds. If all or any part of the Property...

CONDEMNATION. The following provisions relating to condemnation...

No Modification. Grantor shall not enter into any agreement... Existing Lien. The lien of this Mortgage securing the indebtedness...

EXISTING INDEBTEDNESS. The following provisions concerning existing indebtedness...

Compliance With Law. Grantor warrants that the Property complies... Defense of Title. Subject to the exception in the paragraph above...

WARRENTY; DEFENSE OF TITLE. The following provisions relating to ownership...

Title. Grantor warrants that: (a) Grantor holds good and marketable title... EXPENDITURES BY LENDER. If Grantor fails to comply with any provision...

Compliance with Existing Indebtedness. During the period in which... Unexpended Insurance at Sale. Any unexpended insurance shall turn to the benefit of...

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authority conferred upon and vested in it as such Trustee (and Grantor) thereby warrants that it possesses full power and authority to execute this instrument. If it expressly understood and agreed that with the exception of the foregoing warranty, notwithstanding anything to the contrary contained herein, that each and all of the warranties, covenants, representations, indemnities, and agreements made in this Mortgage on the part of Grantor, while in form purporting to be the warranties, representations, covenants, undertakings, and agreements of Grantor, are nevertheless each and every one of them made and intended not as personal warranties, indemnities, representations, covenants, undertakings, and agreements by Grantor or with the intention of binding Grantor personally, and nothing in this Mortgage or in the Credit Agreement shall be construed as creating any liability on the part of Grantor or for the purpose of paying the Credit Agreement or for the performance of any other obligations under this Mortgage, or to perform any covenant, undertaking, or agreement, other express or implied, contained in this Mortgage, all such liability, if any, being expressly waived by Lender and by every person now or hereafter claiming any right or benefit under the Mortgage, and that no part as Grantor and its successors personally are concerned, the legal holder or holders of the Credit Agreement and the owner or owners of any indebtedness shall look solely to the Property for the payment of the Credit Agreement and its obligations, by the enforcement of the lien created by this Mortgage in the manner provided in the Credit Agreement and therein or by action to enforce the personal liability of any Guarantor or obligor, other than Grantor, on the Credit Agreement.

GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MORTGAGE, AND GRANTOR AGREES TO ITS TERMS.
GRANTOR: AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO AS SUCCESSOR TRUSTEE TO FIRST ARLINGTON NATIONAL BANK
By: _____
By: _____
Directors
Assessor

This Mortgage prepared by:

CORPORATE ACKNOWLEDGMENT
STATE OF Illinois
COUNTY OF Cook
On this 22 day of May 1990
AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO AS SUCCESSOR TRUSTEE TO FIRST ARLINGTON NATIONAL BANK, and its known to me to be authorized agents of the corporation that executed this Mortgage and acknowledged the Mortgage to be the loan and voluntary act and deed of the corporation, by authority of its Bylaws or by resolution of its Board of Directors, for the uses and purposes therein mentioned, and on oath stated that they are authorized to execute this Mortgage and in fact executed the Mortgage on behalf of the corporation.
By *L. M. Borovick*
Notary Public in and for the State of Illinois
My commission expires _____
L. M. Borovick
Notary Public, State of Illinois
My Commission Expires 07/27/92
OFFICIAL SEAL

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04/20/2012

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