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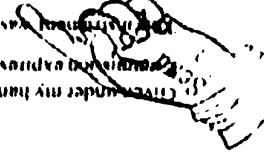
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STATE

33 N. LaSalle Street, Chicago, IL 60690

Mailed this instrument to American National Bank & Trust Company of Chicago

NAME AND ADDRESS 33 N. LaSalle Street, Chicago, IL 60690



PERSONALLY KNOWN TO ME TO BE THE SAME PERSON... appeared before me this day in person and acknowledged that...

State of Illinois, County of Cook

American National Bank & Trust Company of Chicago, not personally but solely as trustee under Trust #110316-06

LONG AND DURING ALL SUCH TIMES AS MORTGAGORS MAY BE ENTITLED TO OCCUPY... (COPIE THE K WITH ALL IMPROVEMENTS, TENEMENTS, EASEMENTS, ENCUMBRANCES, FIXTURES, AND APPURTENANCES...)

Permanent Real Estate Index Number(s): 05-25-411-008; 06-25-411-019; 06-25-411-010

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Also see Additional Provisions attached hereto and made a part hereof. See Legal Description, "Exhibit A", attached hereto and made a part hereof.

NEW, HEREBY, THE MORTGAGORS TO SECURE THE PAYMENT OF THE SAID PRINCIPAL SUM OF MONEY... AND STATE OF ILLINOIS TO WIT:

THAT WHEREAS THE MORTGAGORS ARE JUSTLY INDEBTED TO THE MORTGAGEE UPON THE INSTALLMENT NOTE... THE HUNDRED THOUSAND AND 00/100

Association existing under the laws of the United States... Trust Company of Chicago, A National Banking Association

CAUTION: Lender is hereby advised that the use of this form, whether the publisher or the user, is for a particular purpose and does not constitute any warranty or guaranty of merchantability or fitness for a particular purpose.

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## THE COVENANTS, CONDITIONS AND PROVISIONS REFERRED TO ON PAGE 1 THE REVERSE SIDE OF THIS MORTGAGE

1. Mortgagor shall (1) promptly repair, restore or rebuild any buildings or improvements now or hereafter on the premises which may become damaged or be destroyed; (2) keep said premises in good condition and repair, without waste, and free from mechanics or other liens or claims for lien not expressly subordinated to the lien thereof; (3) pay when due any indebtedness which may be secured by other liens or charges on the premises superior to the lien hereof, and upon request exhibit satisfactory evidence of the discharge of such lien to the Mortgagee; (4) complete within a reasonable time any building or building improvements now or at any time in process of erection upon said premises; (5) comply with all requirements of law or municipal ordinances with respect to the premises and the use thereof; (6) make no material alterations in said premises except as required by law or municipal ordinance.

2. Mortgagor shall pay before any penalty attaches all general taxes, and shall pay special taxes, special assessments, water charges, sewer service charges, and other charges against the premises when due, and shall, upon written request, furnish to the Mortgagee duplicate receipts therefor. To prevent default hereunder Mortgagor shall pay in full under protest, in the manner provided by statute, any tax or assessment which Mortgagee may desire to contest.

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 taxes or any part of the taxes or assessments or charges or liens herein required to be paid by Mortgagee, or changing in any way the laws relating to the taxation of mortgages or debts secured by mortgages or the mortgagee's interest in the property, or the manner of collection of taxes, so as to affect this mortgage or the debt secured hereby or the holder thereof, then and in any such event, the Mortgagee, upon demand by the Mortgagee, shall pay such tax or assessment, or reimburse the Mortgagee therefor, provided, however, that if in the opinion of counsel for the Mortgagee (a) it might be unlawful to require Mortgagee to make such payment or (b) the making of such payment might result in the imposition of interest beyond the maximum amount permitted by law, then and in such event, the Mortgagee may elect, by notice in writing given to the Mortgagee, to declare all of the indebtedness secured hereby to be and become due and payable sixty (60) days from the giving of such notice.

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. The Mortgagee further covenant and agree to hold harmless and agree to indemnify the Mortgagee, and the Mortgagee's successors or assigns, against any liability incurred by reason of the imposition of any tax on the issuance of the note secured hereby.

5. All such taxes as the Mortgagee 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 privilege of making prepayments on the principal of said note in addition to the required payments as may be provided in said note.

6. Mortgagee shall keep all buildings and improvements now or hereafter situated on said premises insured against loss or damage by fire, lightning and windstorm under policies providing for payment by the insurance companies of money sufficient either to pay the cost of rebuilding or repairing the same or to pay in full the indebtedness secured hereby, all in compliance with policy to the Mortgagee, under insurance policies payable in case of loss or damage, to Mortgagee, such rights to be evidenced by the standard mortgage clause to be attached to each policy, and that all policies, including additional and renewal policies, to the Mortgagee, and in case of insurance about to expire, shall deliver several policies not less than ten days prior to the respective dates of expiration.

7. In case of default hereon, Mortgagee may, but need not, make full or partial payment of principal or interest on prior encumbrances, if any, and purchase, discharge, compromise or settle any tax lien or other prior lien or title or claim thereon, or redeem from any tax sale or forfeiture affecting and premium, or contest any tax or assessment. All money paid for any of the purposes herein authorized and all expenses paid or incurred in connection therewith, including attorneys' fees, and any other moneys advanced by Mortgagee to protect the mortgaged premises and the lien hereof, shall be so much additional indebtedness secured hereby and shall become immediately due and payable without notice and with interest thereon at the highest rate now permitted by Illinois law. Mortgagee shall never be considered as a waiver of any right accruing to the Mortgagee on account of any default hereunder on the part of the Mortgagee.

8. The Mortgagee making any payment hereby authorized relating to taxes or assessments, may do so according to any bill, statement or estimate procured from the appropriate public office without inquiry into the accuracy of such bill, statement or estimate or into the validity of any tax, assessment, sale, forfeiture, tax lien or title or claim thereon.

9. Mortgagee shall pay each item of indebtedness herein mentioned, both principal and interest, when due according to the terms hereof. At the option of the Mortgagee and without notice to the mortgagor, all unpaid indebtedness secured by this mortgage shall, notwithstanding anything in the note or in this mortgage or in the contract, become due and payable (a) immediately in the case of default in making performance of any other agreement of the Mortgagee herein contained, or (b) when default shall occur and continue for three days in the performance of the lien hereof. In any suit to foreclose the lien hereof, there shall be allowed and included as additional indebtedness in the foreclosure the lien hereof, together with the costs of such suit, including attorneys' fees, appraisers' fees, appraisers' items to be expended after entry of the decree) or production of such abstract of title, title searches, and examinations, all the insurance policies, mortgage certificates, and similar data and assurances with respect to the Mortgagee may deem to be necessary to effect either to procure such suit or to evidence to the satisfaction of the court, and in addition to such decree the true condition of the title and the value of the premises, all expenditures and expenses of the nature in this paragraph mentioned shall become so much additional indebtedness secured hereby and immediately due and payable, with interest thereon at the highest rate now permitted by Illinois law, when paid or incurred by Mortgagee in connection with (a) any proceeding, including probate or bankruptcy proceedings, to which the Mortgagee or a party, either as plaintiff, claimant or defendant, by reason of this mortgage or of any indebtedness hereby secured, or (b) any proceeding for the commencement of any suit for the foreclosure hereof after accrual of such right to foreclose whether or not actually commenced; or (c) proceedings for the defense of any actual or threatened suit or proceeding which might affect the premises or the security hereof.

10. When the indebtedness hereby secured shall become due thereon, Mortgagee shall have the right to foreclose the lien hereof, in any suit to foreclose the lien hereof, there shall be allowed and included as additional indebtedness in the decree for sale all expenditures and expenses which may be paid or incurred by or on behalf of Mortgagee for attorneys' fees, appraisers' fees, appraisers' items to be expended after entry of the decree) or production of such abstract of title, title searches, and examinations, all the insurance policies, mortgage certificates, and similar data and assurances with respect to the Mortgagee may deem to be necessary to effect either to procure such suit or to evidence to the satisfaction of the court, and in addition to such decree the true condition of the title and the value of the premises, all expenditures and expenses of the nature in this paragraph mentioned shall become so much additional indebtedness secured hereby and immediately due and payable, with interest thereon at the highest rate now permitted by Illinois law, when paid or incurred by Mortgagee in connection with (a) any proceeding, including probate or bankruptcy proceedings, to which the Mortgagee or a party, either as plaintiff, claimant or defendant, by reason of this mortgage or of any indebtedness hereby secured, or (b) any proceeding for the commencement of any suit for the foreclosure hereof after accrual of such right to foreclose whether or not actually commenced; or (c) proceedings for the defense of any actual or threatened suit or proceeding which might affect the premises or the security hereof.

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, including all such items as are mentioned in the preceding paragraph hereof; second, all other items which under the terms hereof constitute secured indebtedness as evidenced by the evidence by the note, with interest thereon as herein provided; third, all principal and interest remaining unpaid on the note; fourth, any overplus to Mortgagee, their heirs, legal representatives or assigns, as their rights may appear.

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. Such appointment may be made either before or after sale, without notice, with or without a receiver or whether the same shall be then occupied as a homestead or not, and the Mortgagee may be appointed as such receiver, and receiver shall have power to collect the rents, issues and profits of said premises during the pendency of such foreclosure suit and in case of a sale and a deficiency, during the full statutory period of redemption, whether there be redemption or not, as well as during any further times when Mortgagee, except for the intention of such receiver, would be entitled to collect such rents, issues and profits, and all other powers which may be necessary or are usual in such cases for the protection, possession, control, management and operation of the premises during the whole of said period. The Court from time to time may authorize the receiver to apply the net income in his hands in payment of whole or in part of: (1) The indebtedness secured hereby, or by any decree foreclosing this mortgage, or any tax, special assessment or other lien which may be or become superior to the lien hereof or of such decree, provided such application is made prior to foreclosure sale; (2) the deficiency in case of a sale and deficiency.

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 Mortgagee 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 Mortgagee shall fail to pay the taxes and assessments on the premises, the Mortgagee shall be liable for the same, from time to time, if the note secured hereby shall include the successors and assigns of the Mortgagee named therein and the holders of the note secured hereby.

17. Mortgagee shall release this mortgage and lien thereon 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 Mortgagee and all persons claiming under or through Mortgagee, and the word "Mortgagee" when used herein shall include all such persons.

19. This mortgage shall be binding upon Mortgagee and all persons claiming under or through Mortgagee, and the word "Mortgagee" when used herein shall include all such persons.

20. This mortgage shall be binding upon Mortgagee and all persons claiming under or through Mortgagee, and the word "Mortgagee" when used herein shall include all such persons.

21. This mortgage shall be binding upon Mortgagee and all persons claiming under or through Mortgagee, and the word "Mortgagee" when used herein shall include all such persons.

22. This mortgage shall be binding upon Mortgagee and all persons claiming under or through Mortgagee, and the word "Mortgagee" when used herein shall include all such persons.

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This Mortgage is executed by the American National Bank and Trust Company of Chicago, 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 American National Bank and Trust Company of Chicago, 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 First Party or on said American National Bank and Trust Company of Chicago personally to pay the said note or any interest that may accrue thereon, or any indebtedness accruing hereunder, or to perform any covenant, warranty or indemnity either express or implied herein contained, all such liability, if any, being expressly waived by Mortgagee 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 American National Bank and Trust Company of Chicago personally are concerned, the legal holder or holders of said note and the owner or owners of any indebtedness accruing 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, if any.

**IN WITNESS WHEREOF**, American National Bank and Trust Company of Chicago, not personally but as Trustee as aforesaid, has caused these presents to be signed by one of its Vice-Presidents, or Assistant Vice-Presidents, and its corporate seal to be hereunto affixed and attested by its Assistant Secretary, the day and year first above written.

AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO  
As Trustee as aforesaid and not personally,  
By

*[Handwritten Signature]*  
ATTEST

STATE OF ILLINOIS  
COUNTY OF COOK / ss.

ANNE M. MARCHERT

a Notary Public in and for said County, in the State aforesaid.

DO HEREBY CERTIFY, that **Mr. MICHAEL WILLIAMS**, Vice-President of the AMERICAN NATIONAL BANK AND TRUST

Assistant Secretary of said Company, who are 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 act and as the free and voluntary act of said Company, as Trustee as aforesaid, for the uses and purposes therein set forth; and the

said Assistant Secretary then and there acknowledged that he, as custodian of the corporate seal of said Company, did affix the corporate seal

of said Company to said instrument as his own free and voluntary act and as the free and voluntary act of said Company, as Trustee as aforesaid,

for the uses and purposes therein set forth.

**OFFICIAL SEAL**  
ANNE M. MARCHERT  
NOTARY PUBLIC, STATE OF ILLINOIS  
MY COMMISSION EXPIRES 04/23/94

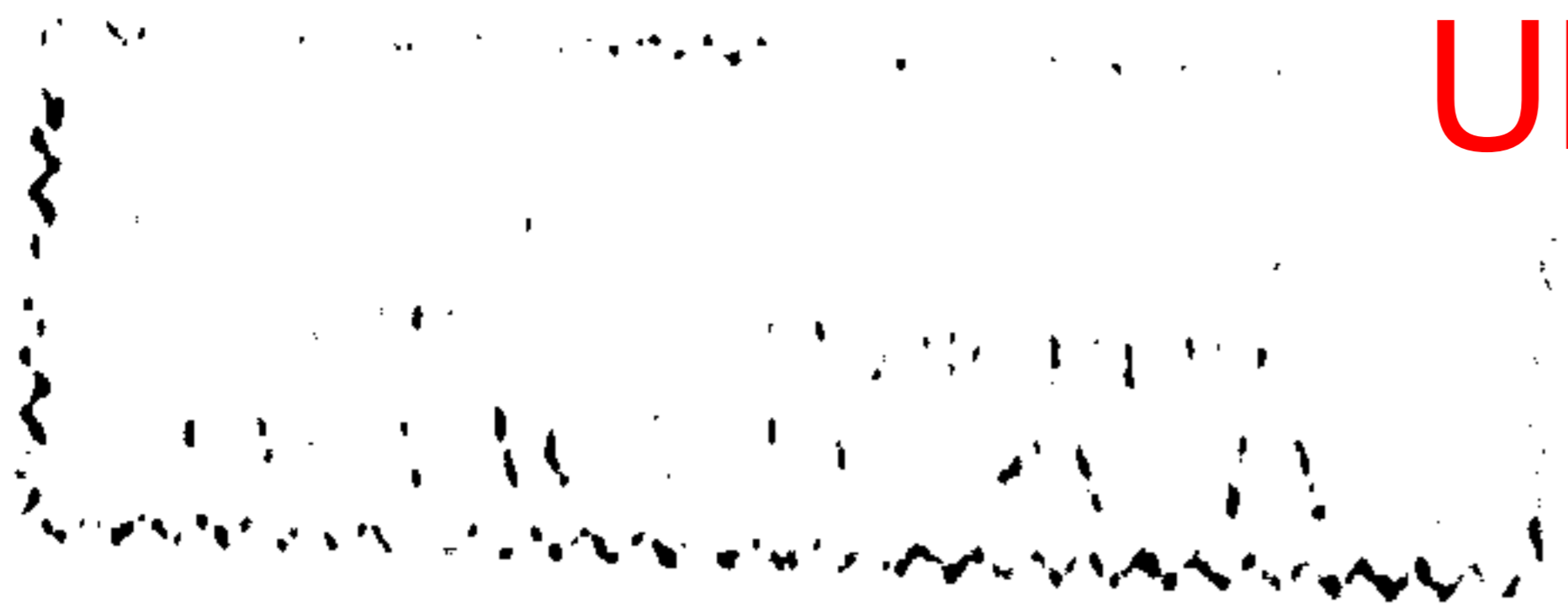
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day of \_\_\_\_\_, 19\_\_

SEP 17 1993

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## ADDITIONAL PROVISIONS

THIS LOAN IS DUE AND PAYABLE -ON December 31, 1991, THE MORTGAGOR MUST REPAY THE ENTIRE PRINCIPAL BALANCE OF THE LOAN AND UNPAID INTEREST THEN DUE. THE BANK IS UNDER NO OBLIGATION TO REFINANCE THE LOAN AT THAT TIME. THE MORTGAGOR WILL THEREFORE BE REQUIRED TO MAKE PAYMENT OUT OF OTHER ASSETS, OR MORTGAGOR WILL HAVE TO FIND A LENDER WILLING TO LEND YOU THE MONEY AT PREVAILING MARKET RATES, WHICH MAY BE CONSIDERABLY HIGHER THAN THE INTEREST RATE ON THIS LOAN.

THE MORTGAGOR HEREBY WAIVES ANY AND ALL RIGHTS OF REDEMPTION FROM SALE UNDER ANY ORDER OR DECREE OF FORECLOSURE OF THE MORTGAGE SECURED BY THIS NOTE ON ITS BEHALF AND ON BEHALF OF EACH AND EVERY PERSON, EXCEPT DECREE OR JUDGMENT CREDITORS OF THE MORTGAGOR, ACQUIRING ANY INTEREST IN OR TITLE TO THE PREMISES SUBSEQUENT TO THE DATE OF THIS NOTE.

THE MORTGAGOR REPRESENTS THAT THE PROCEEDS OF THIS NOTE WILL BE USED FOR THE PURPOSES SPECIFIED IN SECTION 6404 (1) (C) OF CHAPTER 17 OF THE ILLINOIS REVISED STATUTES AND THAT THE PRINCIPAL OBLIGATION EVIDENCED HEREBY CONSTITUTES A BUSINESS LOAN WHICH COMES WITHIN THE PURVIEW OF SAID SECTION.

THE MORTGAGOR SHALL NOT SELL ASSIGN PLEDGE TRANSFER MORTGAGE OR OTHERWISE ENCUMBER ALL OR ANY PORTION OF THE PROPERTY OR ANY INTEREST THEREIN WITHOUT THE PRIOR WRITTEN CONSENT OF THE LENDER.

IN THE EVENT THE UNDERSIGNED TRANSFERS THE TITLE OR ANY PART THEREOF OR ANY INTEREST THEREIN, LEGAL OR EQUITABLE, OR IF THE UNDERSIGNED EXECUTES ARTICLES OF AGREEMENT FOR DEED, OR A CONTRACT OF SALE FOR THE PROPERTY DESCRIBED IN THE TRUST DEED OR MORTGAGE GIVEN TO SECURE THIS SECURITY INSTRUMENT, OR UPON ASSIGNMENT OF THE BENEFICIAL INTEREST OF THE TRUST UNDER WHICH TITLE TO SAID PROPERTY IS OR SHALL BE HELD, TO ANY PERSON, CORPORATION, OR ENTITY OTHER THAN TO THE UNDERSIGNED, OR A CORPORATE LAND TRUSTEE HOLDING TITLE SOLELY FOR THE BENEFIT OF THE UNDERSIGNED, THE THEN BALANCE OF PRINCIPAL AND INTEREST HEREUNDER REMAINING UNPAID SHALL IMMEDIATELY BECOME DUE AND PAYABLE,\*\*AND UPON DEMAND BY THE HOLDER OF THIS NOTE, AND MORTGAGE OR TRUST DEED, THE UNDERSIGNED PROMISES TO PAY THE SAME FORTHWITH.

AT SUCH TIME AS THE MORTGAGOR IS NOT IN DEFAULT UNDER THE TERMS OF THE MORTGAGE OR THE NOTE SECURED HEREBY, MORTGAGOR SHALL HAVE THE RIGHT TO PREPAY ANY OR ALL AMOUNTS DUE UNDER THE NOTE, WITHOUT PENALTY.

\*\* Unless the proceeds from the sale are greater than or equal to the current loan amount.

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2017-01-01

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## Exhibit A

### LEGAL DESCRIPTION:

THAT PART OF LOTS B-23, B-24 AND B-25 OF THE SUBDIVISION OF LOT B IN HANOVER GARDENS, BEING A SUBDIVISION OF THAT PART OF THE SOUTHEAST QUARTER OF SECTION 25, TOWNSHIP 41 NORTH, RANGE 9, EAST OF THE THIRD PRINCIPAL MERIDIAN BOUNDED AND DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF THE EAST HALF OF THE SOUTHEAST QUARTER OF SAID SECTION 25; THENCE NORTH 88 DEGREES 52 MINUTES 38 SECONDS EAST, BEING AN ASSUMED BEARING ON THE NORTH LINE OF THE EAST HALF OF THE SOUTHEAST QUARTER OF SAID SECTION 25 A DISTANCE OF 33.00 FEET TO THE INTERSECTION WITH A LINE OF 33.0 FEET EAST OF AND PARALLEL WITH THE WEST LINE OF THE EAST HALF OF THE SOUTHEAST QUARTER OF SAID SECTION 25 FOR THE POINT OF BEGINNING; THENCE CONTINUING NORTH 88 DEGREES 52 MINUTES 38 SECONDS EAST, ON THE NORTH LINE OF THE EAST HALF OF THE SOUTHEAST QUARTER OF SAID SECTION 25 A DISTANCE OF 323.23 FEET; THENCE SOUTH 01 DEGREES 07 MINUTES 25 SECONDS EAST A DISTANCE OF 200.04 FEET; THENCE SOUTH 88 DEGREES 52 MINUTES 38 SECONDS WEST, ON A LINE PARALLEL WITH THE NORTH LINE OF THE EAST HALF OF THE SOUTHEAST QUARTER OF SAID SECTION 25 A DISTANCE OF 326.56 FEET TO THE INTERSECTION WITH A LINE 33.0 FEET EAST OF AND PARALLEL WITH THE WEST LINE OF THE EAST HALF OF THE SOUTHEAST QUARTER OF SAID SECTION 25; THENCE NORTH 00 DEGREES 10 MINUTES 11 SECONDS WEST ON A LINE 33.0 FEET EAST OF AND PARALLEL WITH THE WEST LINE OF THE EAST HALF OF THE SOUTHEAST QUARTER OF SAID SECTION 25 A DISTANCE OF 200.07 FEET TO THE POINT OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS.

Property Address: North side of Tower Road opposite Jensen Road, Hanover Park, IL.

Tax I.D. Number: 06-25-411-008  
06-25-411-009  
06-25-411-010

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