

Loan No

MORTGAGE

UNOFFICIAL COPY

1990 OCT - 11 PM 3:19 J 4 & 74 86 070

THE ABOVE SPACE FOR RECORDER'S USE ONLY

THIS INDENTURE, made September 24, 1990, between Bank of Chicago/Garfield Ridge
not personally, but as Trustee under agreement dated July 28, 1989 and known as Trust No. 89-7-15
(therein referred to as "Mortgagor,") and Bank of Chicago / Garfield Ridge
, doing business in Chicago, Illinois, (therein referred to
as "Mortgagee,")

WITNESSETH

and ~~no~~ THAT WHEREAS Mortgagee is justly indebted to Mortgagor in the sum of Five hundred two thousand six hundred
dollars (\$502,600.00) evidenced by a certain Promissory Note of even date herewith executed by Mortgagor, payable to the
order of the Mortgagee and delivered, by which Note Mortgagor promises to pay said principal sum and interest on the balance of principal
remaining from time to time unpaid at the rate of Prime plus one per cent (P+1%) per annum prior to maturity, at the office of Mortgagee
in Chicago, Illinois, in successive monthly installments commencing on ~~XXXXXX~~
XXXXXX and on the same date of each month thereafter, but except the last installment which
be in the amount of \$ Interest only each, and said last installment to be the entire unpaid balance of said sum, together with
interest on the principal of each installment after the original maturity date thereof at P+4% per annum, together with all costs of col-
lection, including reasonable attorneys' fees, upon default, (hereinafter referred to as the "Note").

NOW THEREFORE, the Mortgagor to secure the payment of said Note in accordance with its terms and the terms, provisions and limitations of this Mort-
gage, and all extensions and renewals thereof, and for the further purpose of securing the payment of any and all obligations, indebtedness and liabilities of any
and every kind now or hereafter owing and to become due from the Mortgagor to the Mortgagee or to the holder of said Note or to the Assignee of the Mort-
gage, during the term of this mortgage, however created, incurred, evidenced, acquired or arising, whether under the Note or this mortgage or under any other
instrument, obligation, contract or agreement of any and every kind now or hereafter existing or entered into between the Mortgagor and the Mortgagee or other
wise and whether direct, indirect, primary, secondary, fixed or contingent, together with interest and charges as provided in said Note and in any other agree-
ments made by and between the parties herein, and including all present and future indebtedness incurred or arising by reason of the guarantee to Mortgagee by
Mortgagor of present or future indebtedness or obligations of third parties to Mortgagee, and of present and future indebtedness originally owing by Mortgagor to
third parties and assigned by said third parties to Mortgagee, and any and all renewals or extensions of any of the foregoing, and the performance of the covenants
and agreements herein contained, by the Mortgagor to be performed, and also in consideration of One Dollar in hand paid, the receipt whereof is hereby acknow-
ledged, does by these presents Mortgagee, the Mortgagee, its successors and assigns, the following described Real Estate in the County of Cook
and State of Illinois, to wit:

The Rider Attached is a Part of This Document

This Rider is a part of the document to which it is attached

101 2 IN MODERN MAPS OF COOK COUNTY, BEING A SUBDIVISION OF PART OF THE SOUTHWEST
1/4 OF THE NORTHEAST 1/4 OF SECTION 32, TOWNSHIP 38 NORTH, RANGE 12, EAST OF THE
THIRD PRINCIPAL MERIDIAN, EXCEPT THEREFROM THE FOLLOWING DESCRIBED PROPERTY:
BEGINNING AT THE EASTERLY MOST SOUTHEAST CORNER OF SAID LOT 2; THENCE NORTH
89'-42"-45" WEST, ALONG THE EASTERLY MOST SOUTH LINE AND ITS WESTERLY EXTENSION,
A DISTANCE OF 210.09 FEET; THENCE N 89°00'-00"-15" EAST, A DISTANCE OF 201.00
FEET TO THE WESTERLY EXTENSION OF THE EASTERLY MOST NORTH LINE OF SAID LOT 2;
THENCE SOUTH 89'-42"-45" EAST ALONG THE LAST DESCRIBED LINE, A DISTANCE OF 209.96
FEET TO THE EASTERLY MOST NORTHEAST CORNER OF SAID LOT 2; THENCE SOUTH 00'-00'-00"
EAST ALONG THE EAST LINE OF SAID LOT 2, A DISTANCE OF 201.00 FEET TO THE POINT OF
BEGINNING, ALL IN COOK COUNTY ILLINOIS

c/k/a 8250 South Roberts Road, Justice, IL 60458
P.O. Box 18-35-202-013-014, and 027

90486070

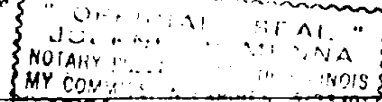
IN WITNESS WHEREOF, Bank of Chicago/Garfield Ridge, not personally but as Trustee as aforesaid, has
caused these presents to be signed by its (Executive) (Assistant) (Vice President) (Trust Officer), and its corporate seal to be hereunto affixed
and attested by its (Executive) (Assistant) (Vice President) (Trust Officer) the day and year first above written.

Bank of Chicago/Garfield Ridge As Trustee as aforesaid and not personally, Land
BY *Jane A. Novak* (Executive) (Assistant) (Vice President) (Trust Officer)
Attest *Julie A. Novak* (Executive) (Assistant) (Vice President) (Trust Officer)

STATE OF ILLINOIS }
COUNTY OF COOK } SS I, Jelone Di Menna
Notary Public in and for said County, in the state aforesaid, DO HEREBY CERTIFY, that
Julie A. Novak and March J. Holland
(Executive) (Assistant) (Vice President) (Trust Officer) of Bank of Chicago/Garfield Ridge and (Executive)
(Assistant) (Vice President) (Trust Officer) of said Bank, who are personally known to me to be the same persons whose names are subscribed
to the foregoing instrument as such (Executive) (Assistant) (Vice President) (Trust Officer), and (Executive) (Assistant) (Vice President)
(Trust Officer), 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 Bank, as Trustee as aforesaid, for the uses and purposes therein set
forth, and the said (Executive) (Assistant) (Vice President) (Trust Officer) then and there acknowledged that said (Executive) (Assistant)
(Vice President) (Trust Officer) as custodian of the corporate seal of said Bank, did affix the seal of said Bank to said instrument as said
(Executive) (Assistant) (Vice President) (Trust Officer) own free and voluntary act and as the free and voluntary act of said Bank, as
Trustee as aforesaid, for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this 24th day of September 1990

This Document Prepared By and for
J. Di Menna
6253 W. 55th St
Chicago, IL 60638



Jelone Di Menna
Notary Public

NAME: BOX 333 - TH
STREET: 8250 South Roberts Road
CITY: Justice, IL 60458
INSTRUCTIONS: RECORDER'S OFFICE BOX NUMBER

13.00

1. Mortgagor covenants and agrees to pay said indebtedness and the interest thereon as herein and in said Note or other evidence thereof provided, or according to any agreement extending the time of payment thereof; (2) To pay when due and before any penalty attaches thereto all taxes, special taxes, special assessments, water charges, and sewer service charges against the premises (including those heretofore due), and to furnish Mortgagee, upon request, duplicate receipts therefor, and all such items extended against said premises shall be conclusively deemed valid for the purpose of this requirement; (3) To keep the improvements now or hereafter upon said premises insured against damage by fire, and such other hazards as the Mortgagee may require to be insured against, and to provide liability insurance and such other insurance as the Mortgagee may require, until said indebtedness is fully paid, or in case of foreclosure, until expiration of the period of redemption, for the full insurable value thereof, in such companies, 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 satisfactory 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 trustee of any grantee in a deed, 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 Mortgagor 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, all receipts, vouchers and releases required of it for the purpose; and the Mortgagee is authorized to apply the proceeds of any insurance claim to the restoration of the premises or upon the indebtedness hereby secured in its discretion, but monthly payments shall continue until said indebtedness is paid in full; (4) Immediately after destruction of 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 of damage; (5) To keep said premises in good condition and repair, without waste, and free from any mechanics or other lien or claim of lien not expressly subordinated in writing to the lien hereof; (6) Not to make, after an permit any unlawful use of or any nuisance to exist on said premises nor to diminish or impair its value by any act or omission to act; (7) To comply with all requirements of law with respect to the premises and the use thereof; (8) Not to make, suffer or permit, without the written permission of the Mortgagee being first had and obtained, (a) any use of the premises or of hereafter upon said premises, (i) any purchase or conditional sale, lease or agreement under which title is reserved in the vendor, of any apparatus, fixtures or equipment now or hereafter to be placed in or upon any buildings or improvements on said premises, (ii) any alterations of the improvements, apparatus, appurtenances, fixtures or equipment now or hereafter upon said premises; (9) any purchase or 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 premises; (10) To pay the premiums on Mortgage Guaranty Insurance covering this mortgage when required by Mortgagee pursuant to its written commitment; and (11) To pay when due any indebtedness which may be secured by a lien or charge upon the premises, superior to the lien hereof, and upon receipt, exhibit satisfactory evidence of the discharge of such prior lien to Mortgagee.

2. In addition to the monthly payments of principal and interest payable under the terms of the Note, the Mortgagee agrees to pay to the holder of the Note when requested by the holder of the Note such sums as may be specified for the purpose of establishing a reserve for the payment of premiums on policies of fire insurance and such other hazards as the Mortgagee may require to be insured against, covering the mortgage, property and for the payment of taxes and special assessments accruing on the property (all as estimated by the holder of the Note) such sums to be held by the holder of the Note without any allowance for interest for the payment of such premiums, taxes and special assessments provided that such request whether or not complied with shall not be construed to affect the obligations of the Mortgagee to pay such premiums, taxes and special assessments and to keep the mortgaged premises insured against loss or damage by fire or lightning. If, however, payments made hereunder for taxes, special assessments and insurance premiums shall not be sufficient to pay the amounts necessary as they become due, then the Mortgagee shall pay the necessary amount to make up the deficiency. If amounts collected for the purpose aforesaid exceed the amount necessary to make such payment, such excess shall be credited on subsequent payments for these purposes to be made by Mortgagee.

3. The privilege is granted to make prepayments on principal of the Note on any interest payment date upon thirty days prior written notice, provided, however, that all such prepayments in any calendar year in excess of twenty per cent (20%) of the original principal amount of the Note will be accepted only upon payment of a two per cent (2%) premium during the first three years after the date of the Note, one per cent (1%) during the next two years, and at no premium thereafter.

4. Mortgagee may collect late charge equal to one tenth (1/10th) of one per cent (1%) on the unpaid balance of the indebtedness hereby secured for each aggregate monthly payment of principal, interest, taxes, assessments, insurance premiums, or other charges, more than fifteen (15) days in arrears, to cover the extra expense involved in handling delinquent payments.

5. Mortgagee agrees that Mortgagee may employ counsel for advice or other legal service at the Mortgagee's discretion in connection with any dispute as to the debt hereby secured or the lien of this instrument, or any litigation to which the Mortgagee may be made a party on account of this lien or which may affect the title to the property which security is hereby secured, or which may affect said debt or lien or which may affect the title to the property being mortgaged, or in connection with any other dispute or litigation affecting said debt or lien, including reasonable estimated amounts to conclude the transaction, shall be added to and be a part of the debt hereby secured. All such amounts shall be payable by the Mortgagee 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 rate of Prime plus four per cent floating per cent P+4% floating.

6. In case of default therein, Mortgagee may, but need not, make any payment or perform any act herein required of Mortgagee in any form and manner deemed expedient, and may, but need not, make full or partial payments 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 therefor, or release from any tax sale or foreclosure affecting said premises or contest any tax or assessment. All moneys paid for any of the purposes herein authorized and all expenses and costs incurred in connection therewith, including attorneys' fees and any other moneys advanced by Mortgagee in its discretion to protect the premises and the lien hereof, shall, so much additional indebtedness secured hereby and shall become immediately due and payable without notice and with interest thereon at the rate of Prime plus four per cent floating per cent P+4% floating.

7. Mortgagee making any payment hereby authorized relating to taxes or assessments, may do so according to any 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 therefor.

8. At the option of the Mortgagee and without notice to Mortgagee, all unpaid indebtedness secured by this Mortgage shall, notwithstanding anything in the Note or in this Mortgage to the contrary, become due and payable (a) immediately in the case of default in making payment of any installment on the Note or on any other obligation secured hereby, or (b) when default shall occur and continue for three (3) days in the performance of any other agreement of the Mortgagee herein contained.

9. When the indebtedness hereby secured shall become due whether by acceleration or otherwise, 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, costs for documentary and expert evidence, stenographers' charges, publication costs and costs (which may be estimated as to items to be expended after entry of the decree) of procuring all such abstracts of title, title searches and examinations, guarantee policies, fire insurance certificates and similar data and expenses with respect to title as Mortgagee may deem to be reasonably necessary either to prosecute such suit or to evidence to bidders at any sale which may be had pursuant to such decree the true condition of the title or the value of the premises. All expenditures and expenses of this nature in this paragraph mentioned shall become so much additional indebtedness secured hereby and immediately due and payable with interest thereon at the rate of floating per cent P+4% floating.

10. 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 a security interest in that evidenced by the Note with interest thereon as herein provided; third, all principal and interest remaining unpaid on the Note; fourth, any overplus to Mortgagee, its successor or assigns, or their heirs or assigns.

11. Upon or at any time after the filing of suit to foreclose this Mortgage, the Court in which such suit is filed may appoint a receiver of said premises. Such appointment may be made either before or after notice, without notice, whether the true value of the premises is sufficient to cover the indebtedness secured hereby or not, and the Mortgagee may be appointed as such receiver. Such 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 the redemption or not, as well as during a further time when Mortgagee, except for the intervention of such receiver, would be entitled to collect such rents, issues and profits and all other powers which may be necessary or be usual in such cases for the protection (including insurance and repairs), 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 in whole or in part of (1) the indebtedness secured hereby, or evidenced by any decree foreclosing this Mortgage, of 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.

12. The Mortgagee will not at any time insist upon, plead, or in any manner whatsoever claim or take any benefit or advantage of, any stay or extension or moratorium law, any exemption from execution or sale of the premises or any part thereof, whatsoever enacted now or at any time hereafter enforced, which may affect the terms and contents or the performance of this Mortgage, such law, stay or extension or moratorium law, or any benefit or advantage of any law now or hereafter in force providing for the valuation or appraisal of the premises, or any part thereof, prior to any sale of sales thereof, which may be made pursuant to any process herein, or pursuant to the decree, judgment, or order of any court of competent jurisdiction, and the Mortgagee hereby expressly waives all benefit or advantage of any such law, order and covenant, not to hinder, delay, or impede the execution of any power herein granted or delegated to the Mortgagee, but to suffer and permit the execution of every power, as though no such law or laws had been made or enacted. The Mortgagee, for itself and all who may claim under it or them, waives, to the extent that it may lawfully do so, all right to have the mortgaged property marshaled upon any foreclosure hereof.

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.

14. In case the premises, 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 Mortgagee or its successor or assigns.

15. All avals, rents, issues and profits of the 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 premises, or any part thereof, whether said lease or agreement is written or verbal, and it is the intention hereof (a) to pledge said rents, issues and profits on a parity with said real estate and not secondarily 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 avals thereunder, together with the right in case of default, either before or after notice, to enter upon and take possession of, manage, maintain and operate said premises, or any part thereof, make leases for terms deemed advantageous to it, terminate or modify existing or future leases, collect said avals, rents, issues and profits, regardless of when earned, and use such measures whether legal or equitable as it may deem proper to enforce collection thereof, employ renting agents or other employees, alter or repair said premises, but furnishings and equipment therefor when it seems necessary, purchase adequate fire and extended coverage and other forms of insurance as 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 in the premises and on the income therefrom which lien is prior to the lien of any other indebtedness hereby secured, and out of the income retain reasonable compensation for itself, pay insurance premiums, taxes and assessments, and all expenses of every kind, including attorneys' fees, incurred in the exercise of the powers herein given, and from time to time apply any balance of income not, in its sole discretion, needed for the aforesaid purposes, 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 personam therefor or not. Whenever all or part of the indebtedness secured hereby is paid, and the Mortgagee, in its sole discretion, feels that there is no substantial uncovered deficiency in performance of the Mortgagee's agreements herein, the Mortgagee, on satisfactory evidence thereof, shall relinquish possession and pay to Mortgagee any surplus income in its hands, and the Mortgagee may continue until all indebtedness secured hereby is paid in full or until the delivery of a Deed pursuant to a decree foreclosing the lien hereof, but if no deed be issued, then until the expiration of the statutory period during which it may be issued. Mortgagee shall, however, have the discretionary power at any time to refuse to take or to abandon possession of said premises without affecting the lien hereof. Mortgagee shall have all powers, if any, which it might have had without this paragraph.

16. In the event new buildings and improvements are now being or are to be erected or placed on the premises (that is if this is a construction loan mortgage) and if Mortgagee does not complete the construction of said buildings and improvements in accordance with the plans and specifications approved by Mortgagee, on or before thirty days prior to the due date of the first payment of principal, or if work on said construction should cease before completion and the said work should remain abandoned for a period of thirty days, then and in either event, the entire principal sum of the Note secured by this Mortgage and interest thereon shall at once become due and payable, at the option of Mortgagee, and in the event of abandonment of work upon the construction of the said buildings or improvements for the period of thirty days as aforesaid, Mortgagee may, at its option, either enter into and upon the mortgaged premises and complete the construction of the said buildings and improvements and moneys expended by Mortgagee in connection with such completion, or, if it shall so elect, the principal amount of said Note and secured by these presents and shall be payable by Mortgagee on demand, with interest at the rate of Prime plus four per cent floating per cent P+4% floating.

17. In the event Mortgagee shall elect to complete construction, Mortgagee shall have full and complete authority to employ watchmen to protect the improvements from separation of injury and to preserve and protect the personal property therein, to continue any and all outstanding contracts for the erection and completion of said building or buildings, to make and enter into contracts and obligations, wherever necessary, either in its own name or in the name of Mortgagee, and to pay and discharge all debts, obligations and liabilities incurred thereby.

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 world. Mortgagee, as herein defined, 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.

19. MORTGAGOR DOES HEREBY WAIVE TO THE EXTENT PERMITTED BY APPLICABLE ILLINOIS STATE LAW, ANY AND ALL RIGHTS OF REDEMPTION FROM SALE UNDER ANY ORDER OR DECREE OF FORECLOSURE OF THIS MORTGAGE, ON HIS OWN BEHALF AND ON BEHALF OF EACH AND EVERY PERSON, AND ANY DECREE OR JUDGMENT OF CREDITORS OF THE MORTGAGOR ACQUIRING AN INTEREST IN OR TITLE TO THE PREMISES SUBJECT TO THE DATE OF THIS MORTGAGE.

90486070

Page 1

INSTRUCTIONS RECORDER'S OFFICE BOX NUMBER

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STREET CITY

NAME

OFFICIAL SEAL

STATE OF ILLINOIS

NOTARY PUBLIC

CHICAGO, ILL. 60638

OFFICIAL SEAL

STATE OF ILLINOIS

NOTARY PUBLIC

CHICAGO, ILL. 60638

OFFICIAL SEAL

STATE OF ILLINOIS

NOTARY PUBLIC

CHICAGO, ILL. 60638

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CHICAGO, ILL. 60638

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STATE OF ILLINOIS

NOTARY PUBLIC

CHICAGO, ILL. 60638

1300

FOR RECORDERS INDEX PURPOSES INSERT STREET ADDRESS OF BOON DESCRIBED PROPERTY HERE

Given under my hand and Notarial Seal this ... day of September 1990

Trustee as aforesaid, for the uses and purposes therein set forth.

Julie A. Novak and March J. Holland

As Trustee as aforesaid and not personally.

Bank of Chicago/Chalfield Ridge

not personally but as Trustee as aforesaid.

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Bank of Chicago/Chalfield Ridge

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COOK COUNTY, ILLINOIS FILE FOR RECORD 1990 OCT - 4 PM 3:09 4 09 04 86 0 7 B 30486070

THE ABOVE SPACE FOR RECORDER'S USE ONLY

September 24, 1990, between

Bank of Chicago/Chalfield Ridge

and known as Trustee No. 89-7-15

Bank of Chicago/Chalfield Ridge

doing business in Chicago, Illinois, (herein referred to as "Mortgagee,")

not personally, but as Trustee under agreement dated

July 28, 1989 and known as Trustee No. 89-7-15

Bank of Chicago/Chalfield Ridge

(herein referred to as "Mortgagee") and

Chicago, Illinois, (herein referred to

as "Mortgagee,")

with the property hereinafter described, referred to herein as the "premises"

TOTAL: THE premises with all improvements, tenements, cements, fixtures and appurtenances

thereon, and all rents, issues and profits thereof

belonging to the mortgagor, together with

all other things, rights, claims and interests

of any kind and nature, whether they be

vested or contingent, legal or equitable,

and all other things, rights, claims and

interests, in and to the premises, and

all other things, rights, claims and

79-77-502 AC

1300

UNOFFICIAL COPY

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