

UNOFFICIAL COPY

Loan No. 23700743-8

Mortgage 193036

(Corporate Trustee Form)



THIS INDENTURE WITNESSETH: That the undersigned

American National Bank and Trust Company of Chicago

90488086

a corporation organized and existing under the laws of the United States of America not personally but as Trustee under the provisions of a Deed or Deeds in trust duly recorded and delivered to the undersigned in pursuance of a Trust Agreement dated May 8, 1987 and known as trust number 102365-03 hereinafter referred to as the Mortgagor, does hereby Mortgage and Warrant to

LIBERTY FEDERAL SAVINGS BANK

a corporation organized and existing under the laws of the United States of America, hereinafter referred to as the Mortgagee, the following real estate in the County of Cook, in the State of Illinois, to wit: Lot Fifty (50) in William H. Britigan's Sunset Ridge Golf Club Addition, a Subdivision of the South Half (1/2) of the South West Quarter (1/4) of the North West Quarter (1/2) (except the North 5 acres thereof) also that part of the West Half (1/2) of the South East Quarter (1/4) of the North West Quarter (1/2) lying Westerly of Happ Road and the North Half (1/2) of the North Half (1/2) of the North West Quarter (1/4) of the South West Quarter (1/2) of Section Thirteen (13), Township Forty Two (42) North, Range Twelve (12) East of the Third Principal Meridian, in Cook County, Illinois. ADDRESS: 1980 Valley View Rd., Northbrook, Ill

PERMANENT TAX INDEX NUMBER: 04-13-117-014

Together with all buildings, improvements, fixtures or appurtenances 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 therein or thereon, the furnishing of which by lessors to lessees is customary or appropriate, including screens, window shades, storm doors and windows, floor coverings, screen doors, in-a-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 whether 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

TO HAVE AND TO HOLD the said property, with said buildings, improvements, fixtures, appurtenances, apparatus and equipment, and with all the rights and privileges thereunto belonging, 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 rights and benefits said Mortgagor does hereby release and waive.

TO SECURE

(1) the payment of a Note executed by the Mortgagor to the order of the Mortgagee bearing even date herewith in the principal sum of Twenty Five Thousand and no/100-----Dollars (\$ 25,000.00), which Note, together with interest thereon as therein provided, is payable in monthly installments which payments are to be applied, first, to interest, and the balance to principal, until said indebtedness is paid in full

(2) any advances made by the Mortgagee at its option to the Mortgagor or its successors in title, for any purpose, at any time before the release and cancellation of this Mortgage, but at no time shall this Mortgage secure advances on account of said original Note together with such additional advances, in a sum in excess of Twenty Five Thousand and no/100-----Dollars (\$ 25,000.00), provided that, nothing herein contained shall be considered as limiting the amounts that shall be secured hereby when advanced to protect the security or in accordance with covenants contained in the Mortgage

(3) the performance of all of the covenants and obligations of the Mortgagor to the Mortgagee, as contained herein and in said Note

Together with all buildings, improvements, fixtures or appurtenances now or hereafter erected thereon, 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 therein or thereon, the furnishing of which by lessors to lessees is customary or appropriate, including screens, window shades, storm doors and windows, floor coverings, screen doors, in-a-door beds, awnings, stoves and water heaters (all of which are declared to be a part of said real estate whether 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. The Mortgagee is hereby subrogated to the rights of all mortgages, lienholders and owners paid off by the proceeds of the loan hereby secured.

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MAIL LIBERTY FEDERAL SAVINGS BANK
TO: 5700 N. Lincoln Avenue
Chicago, Ill. 60659

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(2) all of the covenants and obligations of the Mortgagor to the Mortgagee, executed and delivered concurrently herewith and reference is hereby made to said note and supplemental agreement for the full terms and conditions thereof and the same are hereby incorporated herein as fully as if written out verbatim herein.

In this instrument the singular shall include the plural and the masculine shall include the feminine and neuter. All rights and obligations under this mortgage shall extend to and be binding upon the respective heirs, executors, administrators, successors and assigns of the Mortgagor and Mortgagee.

IN WITNESS WHEREOF, the undersigned corporation, not personally but as Trustee as aforesaid, has caused these presents to be signed by its President, and its corporate seal to be hereunto affixed and attested by its Secretary,
this 2nd day of October A.D. 19 90

Amer. Natl. Bk. and Trust Co. of Chicago
As Trustee as aforesaid and not personally

ATTEST

Secretary

BY _____
President

STATE OF _____
COUNTY OF _____

} ss.

I, _____
A Notary Public in

and for said County, in the State aforesaid, DO HEREBY CERTIFY THAT
personally known to me to be the _____

President of

a corporation, and

and personally known to me to be the same person as whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that as such they signed and delivered the said instrument as of said corporation and caused the corporate seal of said corporation to be affixed thereto, pursuant to authority, given by the Board of Directors of said corporation as their free and voluntary act, and as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

President and

Secretary of said corporation

President and

Secretary.

Secretary

GIVEN under my hand and Notarial Seal, this _____

day of

A D 19 _____

My Commission Expires: _____

Notary Public

DEPT-01 RECORDING \$13.00
T#6666 TRAN 1867 10/11/90 10:22:00
#7909 H *-90-498086
COOK COUNTY RECORDER

96498086

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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 of 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.

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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
 Trustee as aforesaid and not personally
 By *Peter Johansen*
 Vice-President

STATE OF ILLINOIS
 COUNTY OF COOK
 I, **M. S. SLEPINSKI**

ATTEST

Clara Rosati Feley
 Assistant Secretary

I, **Peter S. SLEPINSKI**, a Notary Public, in and for said County, in the State aforesaid,
 DO HEREBY CERTIFY, that **Peter S. SLEPINSKI**, Vice-President of the AMERICAN NATIONAL BANK AND TRUST COMPANY of Chicago, and **Clara Rosati Feley**, 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.

GIVEN under my hand and notarial seal, this day of , A.D. 19 .

L. M. Sorenson
 Notary Public

NOT 4133C