

TC 894

# UNOFFICIAL COPY

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## Mortgage

90528958

**THIS INDENTURE WITNESSETH:** That the undersigned,

GLENVIEW STATE BANK, as Trustee under the provisions of a Trust Agreement Dated  
01-14-86 known as trust number 3423 and not individually

of the VILLAGE OF GLENVIEW County of COOK State of Illinois,  
hereinafter referred to as the Mortgagor, does hereby Mortgage and Warrant to

GLENVIEW STATE BANK

a banking corporation organized and existing under the laws of the State of Illinois, hereinafter referred to  
as the Mortgagee, the following real estate (which said real estate and all other property herein mortgaged  
and conveyed as hereinafter described and defined are hereinafter referred to as the "mortgaged premises")

situated in the County of COOK in the State of Illinois, to wit:

LOT 23 IN FIRST ADDITION TO GLENVIEW MEADOWS SUBDIVISION OF PART OF  
THE SOUTHWEST 1/4 OF SECTION 31, TOWNSHIP 42 NORTH, RANGE 13, EAST OF  
THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT RECORDED IN  
RECORDER'S OFFICE OF DEEDS, BOOK 425, PAGE 14 AS DOCUMENT 15 910 628  
IN COOK COUNTY, ILLINOIS.

Permanent Real Estate Index Number: 05-31-324-028

Address of Property: 845 ECHO LANE  
GLENVIEW, IL. 60025

### THIS IS A JUNIOR MORTGAGE ON THE ABOVE REAL ESTATE

TOGETHER with all buildings, improvements, fixtures, appurtenances, now or hereafter erected thereon, including all  
apparatus, equipment, fixtures, or articles, whether in single unit or centrally controlled, used to supply heat, gas, air condi-  
tioning, water, light, power, refrigeration, ventilation or otherwise, and any other thing now or hereafter therein or thereon  
the furnishing of which by lessors to lessees is customary or appropriate, including screens, venetian blinds, 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 under or by virtue of any lease or agreement for the use or occupancy of said property, or any part  
thereof, whether said lease or agreement is written or verbal and whether it is now or may be hereafter existing or which may be  
made by the Mortgagee under the power herein granted to it; it being 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 avails there-  
under, together with the right in case of default, either before or after foreclosure said to enter upon and take exclusive 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 avails, 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 agencies or other employees, alter or  
repair said premises, buy furnishings and equipment therefor when it deems necessary, purchase all kinds of insurance, and in gen-  
eral 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 on the mortgaged 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 of the indebtedness secured hereby is  
paid, and the Mortgagee, in its sole discretion, feels there is no substantial uncorrected default in performance of the Mortgagee's  
agreements herein, the Mortgagee, on satisfactory evidence thereof, shall relinquish possession and pay to Mortgagor any surplus  
income in its hands. The possession of Mortgagee may continue until all indebtedness secured hereby is paid in full or until the  
delivery of a Master's Deed or Special Commissioner's 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. No suit shall be sustainable against Mortgagee based  
upon acts or omissions relating to the subject matter of this paragraph unless commenced within sixty (60) days after Mortgagee's  
possession ceases.

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TO HAVE AND TO HOLD the said property, with said buildings, improvements, fixtures, appurtenances, apparatus and  
equipment unto said Mortgagee forever, for the uses 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 Mortgagor does hereby release and waive.

TO SECURE the payment of a certain indebtedness from the Mortgagor to the Mortgagee evidenced by a note made by the  
Mortgagor in favor of the Mortgagee, bearing even date herewith, in the sum of Twelve Thousand Thirty Four  
and 51/100 Dollars (\$12,034.51), which note,  
together with interest thereon as provided by said note, is payable in monthly installments of Three Hundred Seven and 94/100  
Dollars (\$307.94)  
on the 15th day of each month, commencing with November 15, 1990 until the entire sum is paid.

To secure performance of the other agreements in said note, which are hereby incorporated herein and made a part hereof,  
and which provide, among other things, for an additional monthly payment of one-twelfth (1/12th) of the estimated annual taxes,  
assessments, insurance premiums and other charges upon the mortgaged premises. Said funds may be commingled with other funds  
of the Mortgagee and shall not bear interest. And to secure possible future advances as hereinafter provided and to secure the per-  
formance of the Mortgagor's covenants herein contained.

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Property of Cook County Clerk's Office

In TESTIMONY WHEREOF, the undersigned  
 hath caused these presents to be signed by its President and its corporate seal to be hereunto affixed and  
 attested by its Secretary this \_\_\_\_\_ day of \_\_\_\_\_ A. D. 19\_\_\_\_

ATTEST

By \_\_\_\_\_  
 Secretary

SEE RIDER ATTACHED HERETO CONTAINING TRUSTEES  
 EXONERATION CLAUSE WHICH IS MADE A PART HEREOF

\_\_\_\_\_  
 President

STATE OF ILLINOIS,  
 COUNTY OF \_\_\_\_\_ }  
 SS. \_\_\_\_\_

I, \_\_\_\_\_ a Notary Public in and for said County,  
 in the State aforesaid, DO HEREBY CERTIFY THAT  
 \_\_\_\_\_ President of \_\_\_\_\_  
 and \_\_\_\_\_ Secretary of said  
 Corporation, who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as  
 such \_\_\_\_\_ President, and \_\_\_\_\_ 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 Corporation, for the uses and purposes therein set forth; and the said \_\_\_\_\_ Secretary then and  
 there acknowledged that \_\_\_\_\_ as custodian of the corporate seal of said Corporation, did affix the corporate seal of said  
 Corporation to said instrument as \_\_\_\_\_ own free and voluntary act and as the free and voluntary act of said Corporation,  
 for the uses and purposes therein set forth.

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

\_\_\_\_\_  
 Notary Public

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proceedings to which either party hereto shall be a party by reason of this mortgage or the note hereby secured; (b) preparations for the commencement of any suit for the foreclosure hereof after the accrual of the right to foreclosure, whether or not actually commenced and (c) preparations for the defense of or intervention in any suit or proceeding or any threatened or contemplated suit or proceeding, which might affect the mortgaged premises or the security hereof. In the event of a foreclosure sale of the mortgaged premises there shall first be paid out of the proceeds thereof, all of the aforesaid items, then the entire indebtedness whether due and payable by the terms hereof or not and the interest due thereon up to the time of such sale, and the overplus, if any, shall be paid to the Mortgagor, and the purchaser shall not be obliged to see to the application of the purchase money;

(8) That each right, power and remedy herein conferred upon the Mortgagee is cumulative of every other right or remedy of the Mortgagee, whether herein or by law conferred, and may be enforced concurrently therewith; that no waiver by the Mortgagee of performance of any covenant herein or in said note contained shall thereafter in any manner affect the right of the Mortgagee to require or to enforce performance of the same or any other of said covenants; that wherever the context hereof requires, the masculine gender, as used herein, shall include the feminine, and the singular number, as used herein, shall include the plural; that 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 the successors and assigns of the Mortgagee; and that the powers herein mentioned may be exercised as often as occasion therefor arises;

(7) In case the mortgaged 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 and in such event, the balance of the indebtedness secured hereby shall at the election of the mortgagee become immediately due, 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 Mortgagor or his assignee

(8) In the event the mortgagor sells the property within described to any purchaser, without the prior approval in writing by the mortgagee, then at the option of the mortgagee, the debt incurred by this instrument shall immediately become due and payable.

(9) The mortgagor waives any and all rights of redemption from sale under any order or decree of foreclosure of this mortgage on its own 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 mortgage.

This instrument was prepared By  
Glenview State Bank

By Jane Wagner  
800 Waukegan Road  
Glenview, Illinois 60025

DEPT-01 RECORDING \$16.00  
T08888 TRAN 5212 10/30/90 11:51:00  
#7774 #H # -90-528958  
COOK COUNTY RECORDER

IN WITNESS WHEREOF, the undersigned have hereunto set their hands and seals, this

day of \_\_\_\_\_, A. D. 19\_\_\_\_\_

.....(SEAL) .....(SEAL)  
.....(SEAL) .....(SEAL)

STATE OF ILLINOIS, }  
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 same person (s) whose name(s) (he) (are) subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that \_\_\_\_\_ signed, sealed and delivered the said instrument as \_\_\_\_\_ free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

GIVEN under my hand and Notarial Seal, this \_\_\_\_\_ day of \_\_\_\_\_, A. D. 19\_\_\_\_\_

Notary Public

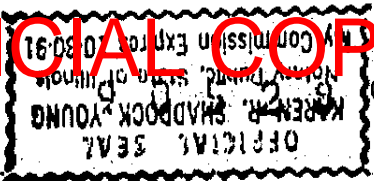
My Commission Expires \_\_\_\_\_

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Notary Public  
*[Signature]*

Given under my hand and notarial seal this 18th day of October 1990

I, THE UNDERSIGNED, a Notary Public, in and for said County, in the State aforesaid, DO HEREBY CERTIFY, that Dino Franchi, Vice President of the GLENVIEW STATE BANK, and Alice Hansen, Assistant Trust Officer of said Bank, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Vice President and Assistant 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, for the uses and purposes therein set forth; and the said Assistant Trust Officer did also then and there acknowledge that she, as custodian of the corporate seal of said Bank, did affix the said corporate seal of said Bank to said instrument as her own free and voluntary act, and as the free and voluntary act of said Bank for the uses and purposes therein set forth.

STATE OF ILLINOIS )  
COUNTY OF COOK )  
S.S. )

BY: *Dino Franchi* Vice President  
ATTEST: *Alice Hansen* Assistant Trust Officer

\$16.00

GLENVIEW STATE BANK  
As Trustee as aforesaid and not personally

IN WITNESS WHEREOF, Glenview State Bank, not personally but as Trustee as aforesaid, has caused these presents to be signed by its Vice-President, and its corporate seal to be hereunto affixed and attested by its Assistant Trust Officer, the day and year first above written.

(THIS MORTGAGE is executed by Glenview State Bank 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 Glenview State Bank 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 Glenview State Bank personally to pay the said note or any interest that may accrue thereon, or any indebtedness accruing hereunder, or to perform any covenant either express or implied herein contained, all such liability, if any, being expressly waived by Trustee 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 Glenview State Bank 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.

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This Exculpatory Clause attached hereto and made a part hereof.

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