

Harris Bank Barrington, National Association for Real Estate Mortgage

FIRST NATIONAL BANK OF BARRINGTON

UNOFFICIAL COPY

The MORTGAGOR(S): AS TRUSTEE UNDER TRUST AGREEMENT DATED AUGUST 11, 1990 AND TRUST AGREEMENT DATED AUGUST 14, 1990 (FIRST PARTY) of the City of BARRINGTON, County of COOK, and State of ILLINOIS MORTGAGE(S) and WARRANT(S) to FIRST NATIONAL BANK OF CICERO, a(n) National Banking Association with its principal place of business in CICERO, ILLINOIS, the Mortgagee, the following described real estate situated in the County of COOK in the State of Illinois:

LEGAL DESCRIPTION ON RIDER ATTACHED HERETO AND MADE A PART HEREOF



THIS INSTRUMENT PREPARED BY: JOSEPH F. ZAHRADNY, FIRST NATIONAL BANK OF CICERO, 6000 W. CERMAK ROAD, CICERO, IL 60650

90552723

Permanent Tax No. 01-04-100-012 commonly known as 276 DONLEA ROAD (Street), BARRINGTON HILLS (Premises) (City), Illinois, 60010 (Zip Code).

TOGETHER with all buildings, fixtures and improvements now or hereafter erected thereon, the appurtenances thereto, the rents, issues, and profits, and all right, title, and interest of the Mortgagor(s) in and to said real estate.

The Mortgagor(s) hereby release and waive all rights under and by virtue of the Homestead Exemption Laws of the State of ILLINOIS and the United States of America.

This Mortgage secures the performance of obligations pursuant to the Home Equity Line of Credit Agreement and Note dated 11/5/90, 19\_\_\_\_, (hereinafter called "Note") between Mortgagor(s) and Mortgagee. A copy of such Agreement may be inspected at the Mortgagee's office. The Mortgage secures not only indebtedness outstanding at the date hereof, if any, but also such future advances as are made pursuant to such Agreement within twenty (20) years from the date hereof, to the same extent as if such future advances were made on the date of execution hereof, although there may be no advances made at the time of execution hereof and although there may be no indebtedness outstanding at the time any advance is made. The total amount of indebtedness secured hereby may increase or decrease from time to time, but the total

amount secured hereby shall not exceed \$ 400,000.00 plus interest thereon and any disbursements made for payment of taxes, special assessments or improvements on real estate described herein plus .25 interest on such disbursements.

MORTGAGOR(S) COVENANT AND WARRANT:

- 1. To pay the indebtedness as hereinbefore provided.
2. To maintain the premises in good condition and repair, and to commit or suffer any waste of the premises; to comply with or cause to be complied with all statutes, ordinances and requirements of any governmental authority relating to the premises; and to promptly repair, restore, replace, or rebuild any part of the premises now or hereafter subject to the lien of this Mortgage which may be damaged or destroyed by any casualty whatsoever; not to remove, demolish, or materially alter any building or other property now or hereafter covered by the lien of this Mortgage without the prior written consent of the Mortgagee.
3. To keep the buildings on the premises and the equipment insured for the benefit of the Mortgagee against loss or damage by fire, lightning, windstorm, hail, explosion, aircraft, vehicles, smoke and other casualties covered by extended fire insurance, all in amounts approved by the Mortgagee not exceeding 100% of the full insurable value and, to the extent required by Mortgagee, against any other risk insured against by persons operating like properties. All insurance herein provided for shall be in the form and companies approved by the Mortgagee. Mortgagor(s) shall deliver to Mortgagee with Mortgage clause satisfactory to Mortgagee all said insurance policies. Mortgagee(s) grant Mortgagee power to settle or compromise all claims under all policies and to demand a receipt for all moneys becoming payable thereunder and to receive any money for loss or damage. Such amount may, at the option of Mortgagee, be retained and applied by the Mortgagee toward the payment of the moneys secured by this Mortgage or be paid over wholly or in part to the Mortgagor(s) for the repair of said buildings or for the erection of new buildings in their place.
4. To pay all taxes, assessments, special assessments, water rates, sewer service charges and other charges now or hereafter assessed or liens on or levied against the premises or any part thereof.
5. Mortgagor(s) have good title to the premises and have the right to Mortgage the same and shall make, execute, acknowledge or deliver in due form of law all such further or other deeds or assurances as may, at any time hereafter, be required for more fully and effectively carrying out the Mortgage to the premises described and shall defend said premises from all and any person, firm or corporation deriving any estate, title or interest therein against said Mortgagor(s) and all persons claiming through the Mortgagor(s).
6. To permit the Mortgagee and any persons authorized by the Mortgagee to enter and inspect the premises at all reasonable times.
7. Not to assign the whole or any part of the rents, income or profits arising from the premises without the written consent of the Mortgagee.
8. In the event of default in the performance of any of the Mortgagor(s) covenants or agreements herein, the Mortgagee, at the Mortgagee's option, may perform the same, and the cost thereof with interest at INDEX 1/2 % per annum shall immediately be due from Mortgagor(s) to Mortgagee and included as part of the indebtedness secured by this Mortgage.
9. The whole of the principal sum and interest thereon shall be due at the option of the Mortgagee upon the happening of any one of the following events: (a) if Mortgagor(s) fail to comply with any repayment term or condition of the Home Equity Line of Credit Agreement; (b) if Mortgagor(s) have engaged in fraud or material misrepresentation in connection with said Agreement; (c) if Mortgagor(s) have engaged in any action or have failed to act in a way which adversely affects the Mortgagee's security or any right of the Mortgagee in such security including, but not limited to, (i) default in the observance or performance of any of the covenants or agreements of the Mortgage hereunder, which default is not corrected by Mortgagor(s) within ten (10) days after receipt of notice of said default (ii) the assertion of any liens, mechanics' or otherwise, against the premises (iii) the assignment by Mortgagor(s) for the benefit of creditors (iv) the appointment of a receiver, liquidator or trustee of the premises and the adjudication of the Mortgagor(s) to be bankrupt or insolvent or the failure to make payments under a reaffirmation plan and (v) the sale or transfer of the Mortgagor's interest in real estate which is security for this indebtedness; and the whole sum may forthwith be collected by suit at law, foreclosure of, or other proceedings upon this Mortgage or by any other legal or equitable procedure without notice or declaration of such action.
10. Upon or at any time after filing a suit to foreclose this Mortgage, the court in which such suit is filed may appoint any qualified person, corporation or banking association (including Mortgagee itself) named by Mortgagee, a receiver of the premises; such appointment may be made either before or after the sale, without notice and without requiring a bond (notice and bond being hereby waived). Such receiver shall have the power to collect rents, issues and profits of said premises during the pendency of such foreclosure suit, and in the case of a suit and deficiency, during the full statutory redemption, if any, as well as during any further times, when the Mortgagor(s), 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 usual in such cases for the protection, possession, control and operation of the premises during the whole of said period; and the receiver out of such rents, issues and profits, may pay costs incurred in the management and operation of the premises, prior and coordinate liens, if any, taxes, assessments, and insurance and pay all or any part of the indebtedness secured hereby or any deficiency decree.
11. In any suit to foreclose the lien of this Mortgage there shall be allowed and included as additional indebtedness in the decree for sale all expenditures and expenses which may be paid or incurred on behalf of the Mortgagee, including but without limitation thereto, attorneys' fees, appraisers' fees, surveys, title searches and similar data.
12. To pay all costs incurred, including reasonable attorneys' fees, to perfect and maintain the lien on this Mortgage.

First American Title Co. # CW37347 681

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DEPT. OF RECORDS & ADMINISTRATION T45555 TRAN 9513 11/13/90 10:47:00 #8041 E \*-90-552723 COOK COUNTY RECORDER

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- 13. The rights and remedies of the Mortgage are cumulative and may be exercised as often and whenever the occasion thereof arises; the failure of the Mortgagee to exercise such rights or remedies on any of them shall not be deemed a waiver thereof; and shall inure to the benefit of its successors and assigns.
- 14. The party or parties named above as Mortgagor and their respective heirs, personal representatives, successors and assigns are jointly and severally liable to perform the covenants herein, and the term "Mortgagor(s)" shall include all parties executing this Mortgage, their respective heirs, personal representatives, and assigns.
- 15. To keep the Property free of Hazardous Materials. For purposes of this Mortgage "Hazardous Materials" includes, without limitation, any flammable explosives, radioactive materials, hazardous materials, hazardous wastes, hazardous or toxic substances or related materials defined in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended (42 U.S.C. §9601, et seq., (the Hazardous Materials Transportation Act), as amended (49 U.S.C. §1801, et seq.), the Resource Conservation and Recovery Act, as amended (42 U.S.C. §9601 et seq.), and in the regulations adopted, and published by the Secretary of the Interior, or any other federal, state or local governmental law, ordinance, rule, or regulation.

(Individuals sign here)  
 IN WITNESS WHEREOF, Mortgagor(s) have set their hands and seals this 5th day of NOVEMBER, 1990.

\_\_\_\_\_  
 (SEAL) \_\_\_\_\_ (SEAL)  
 \_\_\_\_\_  
 (SEAL) \_\_\_\_\_ (SEAL)

STATE OF \_\_\_\_\_ )  
 ) SS.  
 COUNTY OF \_\_\_\_\_ )

I, \_\_\_\_\_,  
 a Notary Public in and for the County and State aforesaid do hereby certify that \_\_\_\_\_ and \_\_\_\_\_ personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed, sealed and delivered the said instrument as their 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 \_\_\_\_\_, 19\_\_\_\_.

\_\_\_\_\_  
 Notary Public  
 My Commission Expires: \_\_\_\_\_

Harris Bank Barrington, National Association, formerly  
FIRST NATIONAL BANK &  
 (Trustee's Sign Here)  
 THIS MORTGAGE is executed by the TRUST CO. OF BARRINGTON, 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 FIRST NATIONAL BANK & TRUST CO. OF BARRINGTON 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 FIRST NATIONAL BANK & TRUST CO. OF BARRINGTON 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 of security hereunder, and that so far as the First Party and its successors and said CO. OF BARRINGTON 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, by action to enforce the personal liability of the guarantor, if any.  
 IN WITNESS WHEREOF, CO. OF BARRINGTON, 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 SECRETARY the day and year first above written.

Harris Bank Barrington, National Association,  
 As Trustee as aforesaid and not personally.  
 SEE EXCULPATORY RIDER ATTACHED  
 HERETO AND MADE A PART HEREOF.  
 By [Signature] Penelope M. Johns, Lead Trust Officer  
 Attest [Signature] Gary E. Warren, Trust Officer

STATE OF ILLINOIS }  
 COUNTY OF COOK } ss.  
 I, the undersigned

a Notary Public in and for said County, in the state aforesaid, DO HEREBY CERTIFY, that \_\_\_\_\_ of the \_\_\_\_\_ and Gary E. Warren, Trust Officer said Bank, who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Penelope M. Johns, Lead Trust Officer, and Gary E. Warren, 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 Trust Officer then and there acknowledged that said Trust Officer is custodian of the corporate seal of said Bank, did affix the corporate seal of said Bank, to said instrument as said 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 5th day of November, 1990  
 \_\_\_\_\_  
 Notary Public  
 Commission expires: \_\_\_\_\_  
 MAIL TO: [Address]  
 My Commission Expires January 4, 1992

"OFFICIAL SEAL"  
 Lou A. Hartlett  
 Notary Public, State of Illinois  
 My Commission Expires January 4, 1992

90552723  
 SEE EXCULPATORY RIDER ATTACHED  
 HERETO AND MADE A PART HEREOF

This instrument is executed by HARRIS BANK BARRINGTON, NATIONAL ASSOCIATION, a national banking association, not personally but solely as Trustee under the provisions of a deed or deeds in trust duly recorded and delivered to said Company in pursuance of a Trust Agreement dated 8/10/79 and known as Trust no. 11-1912 (hereinafter "the Trust") in the exercise of the power and authority conferred upon and vested in it as such Trustee.

It is expressly understood and agreed by and between the parties hereto, nothing herein contained to the contrary notwithstanding, that (1) each and all of the representations, warranties, covenants, undertakings and agreements made by the Trustee are not made for the purpose or with the intention of binding HARRIS BANK BARRINGTON, N.A. in its individual capacity, but are made and incurred solely for the purpose of binding (and shall be enforceable against) only the assets of the Trust; (2) any provision of this instrument referring to a right of any person to be indemnified, held harmless, or reimbursed by the Trustee for any costs, claims, losses, fines, penalties, damages or expenses of any nature, including without limitation, attorney's fees, arising in any way out of the

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Place in Recorder's Office Box Number \_\_\_\_\_  
Form No. HE-6

Reorder From ILLIANA FINANCIAL, INC., P.O. Box 1227  
Morton, IL 60466-0227, (708) 598-8000

Property of Cook County Clerk's Office

THE MORTGAGOR(S): \_\_\_\_\_ AS TRUSTEE U/I/A DATED AUGUST 6, 1979 AND KNOWN AS TRUST # 14-1978 (FIRST PART)  
of the City of BARRINGTON, County of COOK, and State of ILLINOIS  
MORTGAGE(S) AND WARRANTIES TO FIRST NATIONAL BANK OF CHICAGO

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SEE ENCL. ATTACHED  
HERETO AND HEREOF  
90552723

provisions of a deed or deed in trust duly recorded and delivered in pursuance of a Trust Agreement dated...  
I, the undersigned, do hereby certify that the foregoing instrument was executed by me and the said Trustee as stated in the foregoing instrument...

MAIL TO:  
Commissioner of State Land

My Commission Expires January 4, 1982  
Law A. Farnham  
Notary Public, State of Illinois

Notary Public

Given under my hand and Notarial Seal this 19th day of November, 1980

Trustee as aforesaid, for the uses and purposes therein set forth.  
Trust Office's custodian of the corporate seal of said Bank, did with the corporate seal of said Bank, to said

Trust Office, then and there acknowledged that said Trust Office, Trustee as aforesaid, for the uses and purposes therein set forth, and as the true and voluntary act and as the true and voluntary act of said Bank, to said

me to be the same persons whose names are subscribed to the foregoing instrument as such - Law A. Farnham, Notary Public, State of Illinois, and Gary E. Warren, Trust Officer of said Bank, who are personally known to a Notary Public in and for said County, in the state aforesaid, DO HEREBY CERTIFY, that

STATE OF ILLINOIS  
COUNTY OF COOK

SEE EXCULPATORY RIDER ATTACHED  
HERETO AND MADE A PART HEREOF

Harris Bank Barington, National Association  
As Trustee as aforesaid and not personally

By George M. Jones, Trust Officer

not personally but as Trustee as aforesaid, has caused these presents to be signed by me, ALICE BARNETT, and his corporate seal to be hereunto affixed and attested by me, ASSISTANT SECRETARY

of the Bank hereby created, in the manner herein and in a more provided or by action to enforce the personal liability of the guarantor, if any, owners of any individual borrowing hereunder shall be jointly and severally liable to the payee hereof for the payment thereof, by the endorser

personally to pay the said note or any interest thereon, or any indebtedness accruing hereunder, or to perform any covenant, condition or obligation contained, in or implied herein contained, in any instrument executed by

THIS MORTGAGE IS SECURED BY THE FIRST NATIONAL BANK & TRUST CO. OF BARRINGTON, ILLINOIS, NATIONAL ASSOCIATION, FORMERLY

My Commission Expires

Notary Public

Given under my hand and Notarial Seal this 19th day of November, 1980

not for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

personally known to me to be the same persons whose names are subscribed to the foregoing instrument, and

a Notary Public in and for the County and State aforesaid do hereby certify that

STATE OF ILLINOIS  
COUNTY OF COOK

IN WITNESS WHEREOF, I (Mortgagor(s)) have set their hands and seals this 19th day of NOVEMBER, 1980

(Mortgagee sign here)

state or local governmental law, ordinance, rule, or regulation.

14. The party or parties named above as Mortgagee and their respective heirs, personal representatives, successors and assigns, shall include all parties executing this mortgage, their respective heirs, personal representatives, successors and assigns.

15. To keep the Property free of Hazardous Materials, for purposes of the Mortgage "Hazardous Materials" includes, without limitation, any flammable, explosive, radioactive materials, hazardous materials, hazardous waste, hazardous or toxic substances or related materials defined in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended (42 U.S.C. § 9601, et seq., (the Hazardous Materials Transportation Act), as amended (49 U.S.C. § 8001, et seq.), the Resource Conservation and Recovery Act, as amended (42 U.S.C. § 6901, et seq.), and in the regulations adopted, and published by the Environmental Protection Agency, or any other federal, state or local governmental law, ordinance, rule, or regulation.



LEGAL DESCRIPTION RIDER

PARCEL 1: That part of the Northwest quarter of Section 4, Township 42 North, Range 9, East of the Third Principal Meridian, described as follows: commencing at a point 9.20 feet East of the East line of the West half of said Northwest quarter, as measured on North line of South 52 rods of West half of said Northwest quarter extended East, said point also being the Southwest corner of Barrington Donlea Subdivision, a subdivision of part of the North half of Section 4, Township 42 North, Range 9, East of the Third Principal Meridian, according to the plat thereof recorded as Document 17133235; thence Northerly along the West line of Barrington Donlea Subdivision a distance of 588.07 feet to a point in a line 1406.30 feet South of and parallel with the North line of Northwest quarter of Section 4 aforesaid; thence West along the aforesaid parallel line a distance of 329.40 feet to a point on the center line of a private road; thence North 39°-16'-30" East 76.20 feet; thence continuing North 23°-34'-30" East along said center line, 80.90 feet; thence West and parallel with North line of West half of said Northwest quarter, 392.71 feet to the point of beginning; thence on an 87°-38'-20" angle to the left of the last described course, 716.12 feet to a point on the North line of the South 52 rods of the West half of said Northwest quarter; thence West along the aforesaid line 300.0 feet to a point 370.70 feet East of the Northwest corner of the South 52 rods of said West half; thence North and parallel with the West line of the West half of said Northwest quarter, 590.00 feet; thence on a 39°-48'-18" angle to the right of the last described course, 159.63 feet; thence East and parallel with the North line of the West half of said Northwest quarter, 226.00 feet, to the point of beginning.

## ALSO

PARCEL 2: Easement for the benefit of Parcel 1 for ingress and egress created by the Grant made by Orin W. Wold, as trustee, to Fredrick A. Meythaler and Dorothy P. Meythaler, his wife, dated April 22, 1964 and recorded May 14, 1964 as Document 19127580, 20 feet in width, the center line of said strip being described as follows: Beginning at a point 9.20 feet East of the East line of the West half of the Northwest quarter of Section 4, Township 42 North, Range 9, East of the Third Principal Meridian, as measured on the North line of the South 52 rods of the West half of said Northwest quarter, extended East, said point also being the Southwest corner of Barrington Donlea Subdivision, a subdivision of part of the North half of Section 4, Township 42 North, Range 9, East of the Third Principal Meridian, according to the plat thereof recorded as Document No. 17133235; thence Northwesterly on a 41°-42'-17" angle to the right as measured from West to North on the North line of the South 52 rods, 175.9 feet; thence on a 40°-00' angle to the left of the last described course, 167.0 feet; thence on a 19°-01' angle to the right of the last described course, 279.2 feet, thence on a 25°-30' angle to the left of the last described course, 315.0 feet; thence on a 15' angle to the right of the last described course to the West line of Parcel 1, to the point of termination of said strip (except that part thereof falling with Parcel 1) All in Cook County, Illinois.

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Property of Cook County Clerk's Office