

WHEN RECORDED

UNOFFICIAL COPY

NOV 15 1990

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90558508

MAIL TO:

COMMERCIAL NATIONAL BANK OF CHICAGO
4800 N. Western Avenue
Chicago, Illinois 60625

SPACE ABOVE THIS LINE FOR
RECORDER'S USE

COMMERCIAL NATIONAL BANK OF CHICAGO
4800 N. Western Avenue
Chicago, Illinois 60625

MORTGAGE

\$ 16.00

THIS MORTGAGE made this 2nd day of November
19 90 between American National Bank & Trust Company of Chicago Trust #40537
As Trustee as aforesaid and not individually

(hereinafter referred to as "Mortgagor") and the COMMERCIAL NATIONAL BANK OF CHICAGO, a national banking association (hereinafter referred to as the "Mortgagee").

WHEREAS, Mortgagor is indebted to Mortgagee in the principal sum of _____ Dollars
(Forty Thousand and 00/100), which indebtedness is evidenced by Mortgagor's Note date November 2, 19 90
(hereinafter referred to as the "Note"); and

WHEREAS, the Note provides for interest to be charged on the balance of principal remaining from time to time outstanding at a rate equal to one and a quarter percent (1.25 %) above the rate quoted daily by the Chicago Board of Trade and identified by it as its "prime rate" (or its equivalent).

WHEREAS, The initial interest rate charged under the Note is equal to Eleven & a quarter percent (11.25 %) per annum; and

WHEREAS, the Note provides for monthly payments of Five Hundred Sixty-two and 42/100
Dollars (\$ 562.42) on the 15th day of each month commencing with December 15
19 90 with the balance of the indebtedness, if not sooner paid, due and payable on November 15, 19 2000; and

NOW, THEREFORE, Mortgagor, to secure the payment of the Note with interest thereon, the payment of all other sums with interest thereon advanced in accordance herewith to protect the security of this Mortgage, and the performance of the covenants and agreements of Mortgagor herein contained Mortgagee does hereby mortgage, grant and convey to Mortgagee the following described real estate located in the County of Cook State of Illinois:

The South 22.14 feet of the North 119.74 feet (except the East 46 feet thereof) of Lot 6 in Block 1 in College Green Subdivision of part of the West 1/4 of the Northwest 1/4 of Section 36, Township 41 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

COOK COUNTY, ILLINOIS
CLERK OF RECORD

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Permanent Index No. 10-36-121-030

Which has the address of 6818 N. Sacramento, Chicago, Illinois

(hereinafter referred to as the "Property Address").

TOGETHER with all the improvements now or hereafter erected on or attached to the property, and all easements, rights, appurtenances, rents royalties, mineral, oil and gas rights and profits, water, water rights, and all fixtures now or hereafter attached to the property, all of which including replacements and additions thereto, shall be deemed to be and remain a part of the property covered by this Mortgage and all of the foregoing together with said property (or the leasehold estate if this Mortgage is on a leasehold) are herein referred to as the "Premises."

Mortgagor covenants that Mortgagor is lawfully seized of the estate hereby conveyed and has the right to mortgage, grant and convey the Premises, that the Premises is unencumbered, except as disclosed to and consented by the Mortgagee, and Mortgagor will warrant and defend generally the title to the Premises against all claims and demands, subject to any declarations, easements or restrictions listed in a schedule of exceptions to coverage in any title insurance policy insuring Mortgagor's interest in the Premises.

IT IS FURTHER UNDERSTOOD THAT:

1. Mortgagor shall promptly pay when due the principal of and interest on the indebtedness evidenced by the Note, and late charges as provided in the Note, and the principal of and interest on any future advances secured by this Mortgage.

2. In addition, Mortgagor shall:

(a) Promptly repair, restore or rebuild any improvement now or hereafter on the property which may become damaged or destroyed.

(b) Pay immediately when due and payable all general taxes, special taxes, special assessments, water charges, sewer service charges and other taxes and charges against the property, including those heretofore due, (the monthly payments provided in the Note in anticipation of such taxes and charges to be applied thereto provided said payments are actually made under the terms of said Note), and to furnish Mortgagee, upon request, with the original or duplicate receipts therefore, and all such items extended against said property shall be conclusively deemed valid for the purpose of this requirement.

(c) Keep the improvements now existing or hereafter erected on the property insured against loss or damage by fire, lightning, wind storm or such other hazards, as Mortgagee may reasonably require to be insured against under policies providing for payment by the insurance companies of monies sufficient either to pay the cost of replacing or repairing the same or to pay in full the indebtedness secured hereby, in such companies through such agents or brokers and in such form as shall be satisfactory to Mortgagee, until said indebtedness is fully paid, or in the case of foreclosure, until expiration of the period of redemption; such insurance policies, including additional and renewal policies shall be delivered to and kept by Mortgagee and shall contain a clause satisfactory to Mortgagee making them payable to Mortgagee, as its interest may appear, and in case of loss under such policies, Mortgagee is authorized to adjust, collect and compromise, in its discretion, sign, upon demand, all receipts, vouchers and releases required of it by the insurance companies; application by Mortgagee of any of the proceeds of such insurance to the indebtedness hereby secured shall not excuse Mortgagor from making all monthly payments until the indebtedness is paid in full. In the event of a loss, Mortgagor shall give prompt notice to the insurance carrier and Mortgagee. Mortgagee may make proof of loss if not made promptly by Mortgagor. All renewal policies shall be delivered at least 10 days before such insurance shall expire. All policies shall provide further that Mortgagee shall receive 10 days notice prior to cancellation.

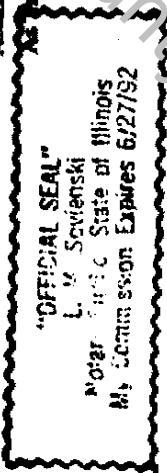
(d) Complete within a reasonable time any buildings or improvements now or at any time in process of erection upon said property.

(e) 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 to the lien hereof.

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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 arising hereunder, or to perform any covenant, warranty or indemnity either express or implied herein contained, all such liability, if any, being expressly waived by said American National Bank and Trust Company of Chicago personally 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 owners 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, this day and year first above written.



AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO
As Trustee as aforesaid and not personally
MICHAEL HERMAN
Vice-President

Claire Rosini Foley
Assistant Secretary

ATTEST

STATE OF ILLINOIS)
COUNTY OF COOK)
I, **L. M. SOVIENSKI**, a Notary Public, in and for said County, in the State aforesaid,

DO HEREBY CERTIFY, that **CLAIRE ROSINI FOLEY**, Vice-President of the **AMERICAN NATIONAL BANK AND TRUST COMPANY** of Chicago, and **Claire Rosini Foley**, 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. Sowienski
Notary Public