

UNOFFICIAL COPY

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First National Bank of Lincolnshire
Land Trust
Mortgage

PREPARED BY:
CLEO K. FILER
ONE MARRIOTT DRIVE
LINCOLNSHIRE IL 60069 3703

DEPT-01 RECORDING \$13.25
T#4444 TRAN 4909 11/07/90 16:11:00
\$7504 + D *-90-544488
COOK COUNTY RECORDER

DEPT-01 RECORDING \$13.25
T#5555 TRAN 1419 12/11/90 17:49:00
\$2678 + E *-90-603638
COOK COUNTY RECORDER

The above space for RECORDER'S USE ONLY

THIS INDENTURE, made NOVEMBER 7, 1990, , witnesseth, that the undersigned
AMERICAN NATIONAL BANK & TRUST COMPANY OF CHICAGO, , personally but as Trustee under the provisions

of a Deed or Deeds in Trust duly recorded and delivered to said Trustee in pursuance of a Trust Agreement dated APRIL 3, 1990

and known as its Trust Number 110729-07, hereinafter referred to as the Mortgagor, does hereby Convey and Mortgage to First National Bank of Lincolnshire, a National Banking Association, having an office and place of business in Lincolnshire, Illinois, hereinafter referred to as the Mortgagor, the following real estate situated in the County of COOK, State of Illinois, to wit:

THE SOUTH 1/2 OF LOT 14 IN BLOCK 1 IN SHERMAN'S ADDITION TO HOLSTEIN IN THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 31, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, P. I. N. 14 31 123 013 *THIS DOCUMENT IS BEING RERECORDED TO CORRECT THE LEGAL

DESCRIPTION

TOGETHER with all the buildings and improvements now or hereafter erected thereon and all appurtenances, apparatus and fixtures and their rents, issues and profits thereof, of every name, nature and kind.

TO HAVE AND TO HOLD the east property unto said Mortgagor forever, for the uses and purposes 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 do hereby release and waive.

This mortgage is given to secure: (1) The payment of a certain indebtedness payable to the order of the mortgagor, evidenced by the Mortgagor's Note of even date herewith in the principal sum of TWENTY SEVEN THOUSAND FIVE HUNDRED AND NO/100

Dollars (\$ 27,500.00) with a total payment due on DECEMBER 1, 1995 together with interest as follows, and all renewals, extensions, or modifications thereto;

(A) Interest on the principal balance remaining from time to time unpaid shall be payable prior to maturity at the rate of 12.0 per cent per annum and after maturity at the rate of 17.0 per cent per annum.

(B) Interest on the principal balance remaining from time to time unpaid shall be payable prior to maturity at the prime lending rate of _____ for its successors plus _____ per cent per annum over the said prime lending rate, and after maturity at the said prime lending rate plus _____ per cent per annum

over the said prime lending rate, provided however, that said interest rate in no event shall be less than _____ per cent per annum. Any increase or decrease of the rate of interest shall be effective as of the date of said prime lending rate change.

(2) Future Advances. Upon request of Mortgagor, Lender, at Lender's option prior to release of this Mortgage, may make Future Advances to Mortgagor. Such Future Advances, with interest thereon, shall be secured by this Mortgage when evidenced by promissory notes stating that said notes are secured hereby. At no time shall the principal amount of the indebtedness secured by this Mortgage, not including sums advanced in accordance herewith to protect the security of this mortgage, exceed the original amount of the Note plus

US \$ NONE

This mortgage consists of two pages. The covenants, conditions and provisions appearing on page 2 (the reverse side of this mortgage) are incorporated herein by reference and are a part hereof and shall be binding on the Mortgagor, their heirs, successors and assigns.

THIS MORTGAGE is executed by the undersigned (Trustee, not personally but as a Trustee as aforesaid, in the exercise of the power and authority conferred upon and vested in it as such Trustee, and said Trustee, hereby warrants that it does 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 Trustee 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 the Mortgagor and by every person now or hereafter claiming any right to security hereunder, and that so far as the said trustee personally is 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 or co-maker, if any.

IN WITNESS WHEREOF, the undersigned trustee not personally but as a Trustee as aforesaid, has caused these presents to be signed and its corporate seal to be hereunto affixed and attested to, the day and year first above written.

AMERICAN NATIONAL BANK & TRUST COMPANY OF CHICAGO, Trustee
aforesaid and not personally

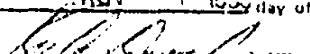
By _____ TRUST OFFICER
Attest _____ Secretary

STATE OF ILLINOIS /ss
COUNTY OF _____

I, the undersigned, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY that the above named officers of the AMERICAN NATIONAL BANK & TRUST COMPANY OF CHICAGO

Grantor, personally known to me to be the same persons whose names are subscribed to the foregoing instrument at such officers respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument in their own free and voluntary act and as the free and voluntary act of said Company for the uses and purposes therein set forth; and the said officers then and there acknowledged that the said officers, as trustees of the corporate seal of said Company caused the corporate seal of said Company to be affixed to said instrument as said officers own free and voluntary act and as the free and voluntary act of said Company for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this NOV 1, 1990 day of



Notary Public

FOR THE RECORDER'S INDEX PURPOSES INSERT STREET ADDRESS OF ABOVE DESCRIBED PROPERTY HERE
2030 WEST SHAKESPEARE CHICAGO, IL 60647 Reference FIELD (JMA)

(C) Place in Recorder's Box X MAIL TO

No. _____ FIRST NATIONAL BANK OF LINCOLNSHIRE

ONE MARRIOTT DRIVE
LINCOLNSHIRE IL 60069 3703



90544488

