

UNOFFICIAL COPY

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PETERSON BANK
LAND TRUST
MORTGAGE

DEPT-01 RECORDING \$14.25
T#3333 TRAN 8330 02/05/90 13:37:00
#4376 * -90-059296
COOK COUNTY RECORDER

The above space for RECORDER'S USE ONLY

THIS INSTRUMENT, made 1-29-90, Witnesseth, that the undersigned
Amer. Nat'l Bk. & Tr. Co. of Chgo., not personally but as Trustee under the provisions
of a Deed or Trust in Trust duly recorded and delivered to said Trustee in pursuance of a Trust Agreement dated 11-27-87
and known as Trust Number 104097-04, hereinafter referred to as the Mortgage, does hereby Convey and Mort-
gage to PETERSON BANK, an Illinois banking corporation having an office and place of business in Chicago, Illinois, hereinafter referred
to as the Mortgagee, the following real estate situated in the County of Cook, State of Illinois, to-wit:
Per legal description attached hereto and made a part hereof.

LOT 43 IN WITWICK'S FIRST ADDITION TO GLEN EDEN ESTATE BEING A
SUBDIVISION OF THAT PART OF THE NORTH EAST 1/4 OF SECTION 11, TOWNSHIP
40 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS
FOLLOWS:
COMMENCING AT THE SOUTH EAST CORNER OF THE NORTH EAST 1/4 OF SAID
SECTION THENCE NORTH ALONG THE EAST LINE OF SAID SECTION, 5 CHNS AND 50
LINKS THENCE WEST PARALLEL WITH THE SOUTH LINE OF NORTH 1/2 OF SECTION
11, AFORESAID 37 CHNS AND 33 LINKS; THENCE SOUTH 5 CHNS AND 50 LINKS TO
THE SOUTH LINE OF THE NORTH 1/2 OF SECTION 11 AFORESAID, THENCE EAST ON
SAID SOUTH LINE TO POINT OF BEGINNING (EXCEPT THE WEST 487.34 FEET OF
SAID TRACT) AND (EXCEPT THE EAST 600 FEET THEREOF) ALSO THE NORTH 10
ACRES OF THE NORTH 20 ACRES OF THE EAST 1/2 OF THE SOUTH EAST 1/4 OF
SECTION 11, TOWNSHIP 40 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL
MERIDIAN, IN COOK COUNTY, ILLINOIS.

at an interest rate of 7.00 per cent per annum
annum over the said prime lending rate, and after maturity at the said prime lending rate plus 7.00 per cent per annum
over the said prime lending rate, provided however, that said interest rate in no event shall be less than N/A 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 Mortgagors, Lender, at Lender's option prior to release of this Mortgage, may make Future
Advances to Mortgagors. 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 \$ 17,500.00

This mortgage consists of two pages. The covenants, conditions and provisions appearing on page 2 on the reverse side of this mortgage
are incorporated herein by reference and are a part hereof and shall be binding on the Mortgagors, 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 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 Trustee personally to pay the said note or any interest 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 Mortgagee 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.

Amer. Nat'l Bk. & Tr. Co. of Chgo. As Trustee
as aforesaid and personally.

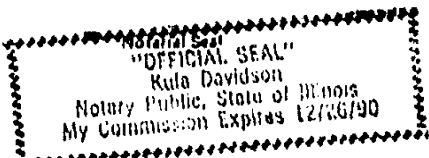
CORPORATE SEAL
By [Signature] TRUST OFFICER
Attest: [Signature] Att. Recy

STATE OF ILLINOIS }
COUNTY OF COOK } ss:

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 and Trust Company of Chicago

Grantor, personally known to me to be
the same persons whose names are subscribed to the foregoing instrument as such officers
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 volun-
tary 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 custodian 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 Com-
pany for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this JAN 29 1990 day of
January, 1990

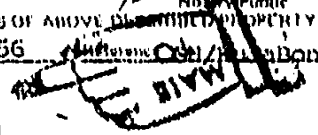


FOR THE RECORDER'S INDEX PURPOSES INSERT STREET ADDRESS OF ABOVE DESCRIBED PROPERTY HERE
8049 Memory Lane Chicago, IL, 60656

(2) Place in Recorder's Box MAIL TO
No. _____ Peterson Bank
3232 W. Peterson
Chicago, IL, 60659
Attn: Charles K. O'Hara, V.P.

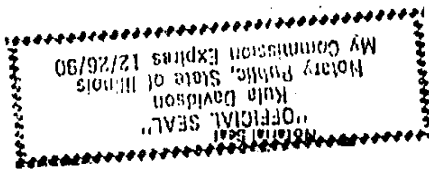
00059296

90-059296



1425

UNOFFICIAL COPY



FOR THE RECORDERS INDEX PURPOSES INSERT STREET ADDRESS OF ABOVE DESCRIBED PROPERTY HERE
8049 Memory Lane
Chicago, IL. 60656
M 511 TO
Place in Recorder's Box

STATE OF ILLINOIS
COUNTY OF COOK

Given under my hand and Notarial Seal this _____ day of _____, 1990
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 and Trust Company of Chicago
Grantor, personally known to me to be
the true persons whose names are subscribed to the foregoing instrument as such officers
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 valid
act of said Company for the use and purposes therein set forth, and that the said officers
then and there acknowledged that the said officers, as custodian 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 Com-
pany for the use and purposes therein set forth.

CORPORATE SEAL

THIS MORTGAGE is executed by the undersigned trustee, and guaranteed by a Trustee or Assignee, in the exercise of the power
and authority conferred upon and vested in it as such Trustee, hereby waiving, hereby waiving that it contains full power and authority
to execute this instrument and it is expressly understood and agreed that nothing herein or in said note or in the mortgage, or any instrument
relating hereunder, or to perform any covenant or obligation contained in any instrument, or to pay the principal or interest on said note, or to
accede to the mortgage and by every person now or hereafter claiming any right to it, or to the principal or interest thereon, or to
personally to the premises hereby conveyed for the payment thereof, by the enforcement of the lien hereby created, or the transfer thereof
to any person, or to the personal liability of the grantor or co-maker, if any, in said note provided or by action to enforce the personal liability of the grantor or co-maker, if any,
IN WITNESS WHEREOF, the undersigned trustee has hereunto affixed and attested to, this day and year first above written,
and its corporate seal to be hereunto affixed and attested to, the day and year first above written.

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 Mortgagee, its heirs, successors and assigns.
and authority conferred upon and vested in it as such Trustee, hereby waiving, hereby waiving that it contains full power and authority
to execute this instrument and it is expressly understood and agreed that nothing herein or in said note or in the mortgage, or any instrument
relating hereunder, or to perform any covenant or obligation contained in any instrument, or to pay the principal or interest on said note, or to
accede to the mortgage and by every person now or hereafter claiming any right to it, or to the principal or interest thereon, or to
personally to the premises hereby conveyed for the payment thereof, by the enforcement of the lien hereby created, or the transfer thereof
to any person, or to the personal liability of the grantor or co-maker, if any, in said note provided or by action to enforce the personal liability of the grantor or co-maker, if any,
IN WITNESS WHEREOF, the undersigned trustee has hereunto affixed and attested to, this day and year first above written,
and its corporate seal to be hereunto affixed and attested to, the day and year first above written.

US \$ 17,500.00
The said prime lending rate, provided however, that said prime lending rate shall be the rate of interest then in effect in the City of Chicago
at the time of the date of this mortgage, and if the rate of interest then in effect in the City of Chicago shall be less than _____
per cent per annum, then the rate of interest shall be _____ per cent per annum.
N/A

Interest on the principal balance remaining from time to time unpaid shall be payable prior to maturity at the prime lending rate
of The Wall Street Journal (or its successors) plus _____ per cent per annum.
7.00

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

Mortgage Note of even date herewith in the principal sum of Thirty Five Thousand and No/100
Dollars (\$ 35,000.00) with a final payment due on February 1, 1991 together with interest as follows, and
all renewals, extensions, or modifications thereof.

TOGETHER with all the buildings and improvements now or hereafter erected thereon and all appurtenances, apparatus and
fixtures and the rents, issues and profits thereof, shall be a lien and security for the said mortgage and mortgagee shall have from
all rights and benefits under the title and mortgage and mortgagee shall have from the rents, issues and profits thereof, the same from
hereditaments and waives.
This mortgage is given to secure: (1) the payment of a certain indebtedness payable to the order of the mortgagee, evidenced by the
Mortgage Note of even date herewith in the principal sum of Thirty Five Thousand and No/100
Dollars (\$ 35,000.00) with a final payment due on February 1, 1991 together with interest as follows, and
all renewals, extensions, or modifications thereof.

PIN No. 12-11-919-028

Office

DEPT-01 RECORDING TRAN 8330 02/05/90 13:37:00
14.25
059296

PETERSON BANK
LAND TRUST
MORTGAGE

ACC02570475110

00059296

9 0 0 5 9 2 9 6

06265000

Handwritten initials and signature.

Attn: Charles K. O'Hara, Sr., V.P.

Chicago, IL. 60656
M 511 TO
Place in Recorder's Box

UNOFFICIAL COPY

1. Mortgagors shall (1) promptly repair, restore or rebuild any buildings or improvements now or hereafter on the premises which may become damaged or be destroyed; (2) keep said premises in good condition and repair, without waste, and free from mechanic's or other liens or claims for lien not expressly subordinated to the lien hereof; (3) pay when due any indebtedness which may be secured by a lien or charge on the premises superior to the lien hereof, and upon request exhibit satisfactory evidence of the discharge of such prior lien to the Mortgagee; (4) complete within a reasonable time any building or buildings now or at any time in process of erection upon said premises; (5) comply with all requirements of law or municipal ordinances with respect to the premises and the use thereof; (6) make no material alterations in said premises except as required by law or municipal ordinance.

2. Mortgagors shall pay before any penalty attaches all general taxes, and shall pay special taxes, special assessments, water charges, sewer service charges, and other charges against the premises when due, and shall upon written request, furnish to the Mortgagee duplicate receipts therefor. To prevent default hereunder Mortgagors shall pay in full under protest, in the manner provided by statute, any tax or assessment which Mortgagors may desire to contest.

3. In the event of the enactment after this date of any law of Illinois deducting from the value of land for the purpose of taxation any lien thereon, or imposing upon the Mortgagee the payment of the whole or any part of the taxes or assessments or charges or liens herein required to be paid by Mortgagors, or changing in any way the laws relating to the taxation of mortgages or debts secured by mortgages or the mortgagee's interest in the property, or the manner of collection of taxes, so as to affect this mortgage or the debt secured hereby or the holder thereof, then and in any such event, the Mortgagors, upon demand by the Mortgagee, shall pay such taxes or assessments, or reimburse the Mortgagee therefor; provided, however, that if, in the opinion of counsel for the Mortgagee (a) it might be unlawful to require Mortgagors to make such payment or (b) the making of such payment might result in the imposition of interest beyond the maximum amount permitted by law, then and in such event, the Mortgagee may elect by notice in writing given to the Mortgagors, to declare all of the indebtedness secured hereby to be and become due and payable sixty (60) days from the giving of such notice.

4. If, by the laws of the United States of America or of any State having jurisdiction in the premises, any tax is due or becomes due in respect of the issuance of the note hereby secured, the Mortgagors covenant and agree to pay such tax in the manner required by any such law. The Mortgagors further covenant to hold harmless and agree to indemnify the Mortgagee, and the Mortgagee's successors or assigns, against any liability incurred by reason of the imposition of any tax on the issuance of the note secured hereby.

5. The Mortgagors hereby 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 paragraph is operative where allowed by Illinois Statutes.

6. Mortgagors shall keep all buildings and improvements now or hereafter situated on said premises insured against loss or damage by fire, lightning and windstorm under policies providing for payment by the insurance companies of moneys sufficient either to pay the cost of replacing or repairing, the same or to pay in full the indebtedness secured hereby, all in companies satisfactory to the Mortgagee, under insurance policies payable, in case of loss or damage, to Mortgagors; such rights to be evidenced by the standard mortgage clause to be attached to each policy, and shall deliver all policies, including additional and renewal policies, to the Mortgagee, and in case of insurance about to expire, shall deliver renewal policies not less than ten days prior to the respective dates of expiration.

7. In case of default therein, Mortgagee may, but need not, make any payment or perform any act hereinbefore required of Mortgagors in any form and manner deemed expedient and may, but need not, make full or partial payments of principal or interest on prior encumbrances, if any, and purchase, discharge, compromise or settle any tax lien or other prior lien or title or claim thereof, or redeem from any tax sale or forfeiture affecting said premises or contest any tax or assessment. All moneys paid for any of the purposes herein authorized and all expenses paid or incurred in connection therewith, including attorney's fees, and any other moneys advanced by Mortgagee to protect the mortgaged premises and the lien hereof, shall be so much additional indebtedness secured hereby and shall become immediately due and payable without notice and with interest thereon at the post-maturity rate of the note hereby secured. Inaction of Mortgagee shall never be considered as a waiver of any right accruing to the Mortgagee on account of any default hereunder on the part of the Mortgagors.

8. The Mortgagee making any payment hereby authorized relating to taxes or assessments, may do so according to any bill, statement or estimate procured from the appropriate public office without inquiry into the accuracy of such bill, statement or estimate or into the validity of any tax, assessment, sale, forfeiture, tax lien or title or claim thereof.

9. Mortgagors shall pay each item of indebtedness herein mentioned, both principal and interest, when due according to the terms hereof. At the option of the Mortgagee and without notice to Mortgagors, all unpaid indebtedness secured by this mortgage shall, notwithstanding anything in the note or in this mortgage to the contrary, become due and payable (a) immediately in the case of default in making payment of any installment of principal or interest on the note, or (b) when default shall occur and continue for three days in the performance of any other agreement of the Mortgagors herein contained.

10. When the indebtedness hereby secured shall become due whether by acceleration or otherwise, Mortgagee shall have the right to foreclose the lien hereof. In any suit to foreclose the lien hereof, there shall be allowed and included as additional indebtedness in the decree for sale all expenditures and expenses which may be paid or incurred by or on behalf of Mortgagee for attorney's fees, appraiser's fees, outlays for documentary and expert evidence, stenographers' charges, publication costs and costs (which may be estimated as to items to be expended after entry of the decree) of procuring all such abstracts of title, title searches, and examinations, title insurance policies, Torrens certificates, and similar data and assurances with respect to the premises. Mortgagee may deem it to be reasonably necessary either to prosecute such suit or to evidence in bidders at any sale which may be had pursuant to such decree the true condition of the title in or the value of the premises. All expenditures and expenses of the nature in the paragraph mentioned shall become so much additional indebtedness secured hereby and immediately due and payable, with interest thereon at the post-maturity rate of the note hereby secured, when paid or incurred by Mortgagee in connection with (a) any proceeding, including probate and bankruptcy proceedings, to which the Mortgagee shall be a party, either as plaintiff, claimant or defendant, by reason of the mortgage or any indebtedness hereby secured; or (b) preparations for the commencement of any suit for the foreclosure hereof after actual or threatened exercise of such right to foreclose whether or not actually commenced; or (c) preparations for the defense of any actual or threatened suit or proceeding which might affect the premises or the security hereof.

11. The proceeds of any foreclosure sale of the premises shall be distributed and applied in the following order of priority: First, on account of all costs and expenses incident to the foreclosure proceedings, including all such items as are mentioned in the preceding paragraph hereof; second, all other items which under the terms hereof constitute secured indebtedness additional to that evidenced by the note, with interest thereon as herein provided; third, all principal and interest remaining unpaid on the note; fourth, any overplus to Mortgagors, their heirs, legal representatives or assigns, as their rights may appear.

12. Upon or at any time after the filing of a complaint to foreclose this mortgage the court in which a complaint is filed may appoint a receiver of said premises. Such appointment may be made either before or after sale, without notice, with or without the consent of Mortgagors at the time of application for such receiver and without regard to the then value of the premises or whether the same shall be then occupied as a homestead or not, and the Mortgagee may be appointed as such receiver. Such receiver shall have power to collect the rents, issues and profits of said premises during the pendency of such foreclosure suit and, in case of a sale and a deficiency, during the full statutory period of redemption, whether there be redemption or not, as well as during any other times when Mortgagors, 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 are usual in such cases for the protection, possession, control, management and operation of the premises during the whole of said period. The Court from time to time may authorize the receiver to apply the net income in his hands in payment in whole or in part of: (1) The indebtedness secured hereby, or by any decree foreclosing this mortgage, or any tax, special assessment or other lien which may be or become superior to the lien hereof or of such decree, provided such application is made prior to foreclosure sale; (2) the deficiency in case of a sale and deficiency.

13. No action for the enforcement of the lien or of any provision hereof shall be subject to any defense which would not be good and available to the party interposing same in an action at law upon the note hereby secured.

14. The Mortgagee shall have the right to inspect the premises at all reasonable times and access thereto shall be permitted for that purpose.

15. The Mortgagors shall periodically deposit with the Mortgagee such sums as the Mortgagee may reasonably require for payment of taxes and assessments on the premises. No such deposit shall bear any interest.

16. If the payment of said indebtedness or any part thereof be extended or varied or if any part of the security be released, all persons now or at any time hereafter liable therefor, or interested in said premises, shall be held to assent to such extension, variation or release, and their liability and the lien and all provisions hereof shall continue in full force, the right of recourse against all such persons being expressly reserved by the Mortgagee, notwithstanding such extension, variation or release.

17. Mortgagee shall release this mortgage and lien thereof by proper instrument upon payment and discharge of all indebtedness secured hereby and payment of a reasonable fee to Mortgagee for the execution of such release.

18. This mortgage and all provisions hereof, shall extend to and be binding upon Mortgagors and all persons claiming under or through Mortgagors, and the word "Mortgagors" when used herein shall include all such persons and all persons liable for the payment of the indebtedness or any part thereof, whether or not such persons shall have executed the note of this mortgage. The word "Mortgagee" when used herein shall include the successors and assigns of the Mortgagee named herein and the holder or holders, from time to time, of the note secured hereby.

19. The mortgagor (or beneficial owner) will not transfer, assign or in any way hypothecate or attempt to transfer, assign or hypothecate their right, title, interest, or any beneficial interest in the property securing this Note without first obtaining the written consent of the holder. Upon any transfer, assignment or hypothecation of mortgagors right, title or interest to the property or any beneficial interest therein securing this Note, without the previous written consent of the holder, the principal balance remaining at the time of such transfer, assignment or hypothecation shall at the option of the holder immediately become due and payable. The acceptance of any payment after such transfer, assignment or hypothecation shall not be construed as the consent of a holder to such assignment, transfer or hypothecation nor shall it affect the right to proceed with such action as the holder shall deem necessary.

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