

THIS INSTRUMENT WAS PREPARED BY:

MAIK Remortgage
FIRST BANK AND TRUST CO. OF ILLINOIS
300 EAST NORTHWEST HWY.
PALATINE, ILLINOIS 60067

UNOFFICIAL COPY

Mortgage

Loan No.

(Corporate Trustee Form)

1302

1 All

THIS INDENTURE WITNESSETH: That the undersigned
FIRST BANK AND TRUST COMPANY OF ILLINOIS
a corporation organized and existing under the laws of the STATE OF ILLINOIS
not personally but as Trustee under the provisions of a Deed or Deeds in trust duly recorded and delivered to the
undersigned in pursuance of a Trust Agreement dated APRIL 14, 1989 and known as trust number
10-1497 hereinafter referred to as the Mortgagor, does hereby Mortgage and Warrant to

FIRST BANK AND TRUST COMPANY OF ILLINOIS
a corporation organized and existing under the laws of the STATE OF ILLINOIS
hereinafter referred to as the Mortgagee, the following real estate in the County of COOK
in the State of ILLINOIS, to wit:

LOT 29 IN TEMPLE HILLS, BEING A SUBDIVISION OF SECTIONS 20 AND 21, TOWNSHIP
42 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY,
ILLINOIS.

P. I. N. 02-20-203-004-0000

COMMONLY KNOWN AS 135 FIRTH ROAD, INVERNESS, IL. 60067

Together with all buildings, improvements, fixtures or appointments now or hereafter erected thereon or placed therein, including all apparatus, equipment,
furnishings, and other things now or hereafter attached thereto, the furnishing of which by lessors is customary or appropriate, including
other services, and any other thing now or hereafter attached thereto, the furnishing of which by lessors is customary or appropriate, including
screens, window shades, storm doors and windows, roof coverings, screen doors, m-a-lou bodies, awnings, stoves and water heaters (all of which are intended to
be and are hereby 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 into the Mortgage, whether now due or hereafter to become
due as provided herein. The Mortgagee is hereby subordinated to the rights of all mortgages, lienholders and owners paid off by the proceeds of the loan hereby
secured.

TO HAVE AND TO HOLD the said property, with all buildings, improvements, fixtures, appointments, apparatus and equipment, and with all the rights
and privileges thereto belonging, unto said Mortgagee forever, the uses herein set forth, free from all rights and benefits under the homestead, exemption
and valuation laws of any state, which said rights and benefits said Mortgagee does hereby release and waive.

TO SECURE

(1) The payment of a Note executed by the Mortgagor to the order of the Mortgagee bearing even date herewith in the principal sum of

EIGHTY FIVE THOUSAND AND NO/100----- Dollars

(\$ 85,000.00-----) which Note, together with interest thereon as therein provided, is payable in monthly installments of
INTEREST ONLY ON ALL PRINCIPAL BALANCE OUTSTANDING PAYABLE MONTHLY BEGINNING
MAY 16, 1990. ALL REMAINING PRINCIPAL AND INTEREST DUE ON DEMAND. Dollars

(2) commencing the day of
which payments are to be applied, first, to interest, and the balance to principal, until said indebtedness is paid in full.

(3) any advances made by the Mortgagee to the Mortgagor, or its successor in title, for any purpose, at any time before the release and cancellation of
this Mortgage, but at no time shall this Mortgage secure advances on account of said original Note together with such additional advances, in a sum in
excess of EIGHTY FIVE THOUSAND AND NO/100----- Dollars (\$85,000.00-----)
provided that, nothing herein contained shall be considered as limiting the amounts that shall be secured hereby when advanced to protect the security or in
accordance with covenants contained in the Mortgage.

(3) The performance of all of the covenants and obligations of the Mortgagor to the Mortgagee, as contained herein and in said Note.

THE MORTGAGOR COVENANTS:

A (1) To pay said indebtedness and the interest thereon as herein and in said note provided, or according to an agreement extending the time of pay-
ment thereof; (2) To pay when due and before any penalty attaches thereto all taxes, special taxes, special assessments, water charges, and sewer service
charges against said property (including those heretofore due), and to furnish Mortgagee, upon request, duplicate receipts therefor, and all such items ex-
tended against said property shall be conclusively deemed valid for the purpose of this requirement; (3) To keep the improvements now or hereafter upon said
premises insured against damage by fire, and such other hazards as the Mortgagee may require to be insured against; and to provide public liability insurance
and such other insurance as the Mortgagee may require, until said indebtedness is fully paid, or in case of foreclosure, until expiration of the period of redemp-
tion, for the full insurable value thereof, in such companies, through such agents or brokers, and in such form as shall be satisfactory to the Mortgagee; such
insurance policies shall remain with the Mortgagee during said period or periods, and contain the usual clause satisfactory to the Mortgagee making them
payable to the Mortgagee; and in case of foreclosure sale payable to the owner of the certificate of sale, owner of any deficiency, an receiver or redemptioner,
or any grantee in a deed pursuant to foreclosure; and in case of loss under such policies, the Mortgagee is authorized to adjust, collect and compromise,
in its discretion, all claims thereunder and to execute and deliver on behalf of the Mortgagor all necessary proofs of loss, receipts, vouchers, releases and
acquittances required to be signed by the insurance companies, and the Mortgagor agrees to sign, upon demand, all receipts, vouchers and releases required
of him to be signed by the Mortgagee for such purpose, and the Mortgagee is authorized to apply the proceeds of any insurance claim to the restoration of
the property or upon the indebtedness hereby secured in its discretion, but monthly payments shall continue until said indebtedness is paid in full; (4) Imme-
diately after destruction or damage, to commence and promptly complete the rebuilding or restoration of buildings and improvements now or hereafter on
said premises, unless Mortgagee elects to apply on the indebtedness secured hereby the proceeds of any insurance covering such destruction or damage; (5) To
keep said premises in good condition and repair, without waste, and free from any mechanic's or other lien or claim of lien not expressly subordinated to the
lien hereof; (6) Not to make, suffer or permit any unlawful use of or any nuisance to exist on said property nor to diminish nor impair its value by any act or
omission to act; (7) To comply with all requirements of law with respect to mortgaged premises and the use thereof; (a) Not to make, suffer or permit, with-
out the written permission of the Mortgagee being first had and obtained, (a) any use of the property for any purpose other than that for which it is now
used, (b) any alterations of the improvements, apparatus, appointments, fixtures or equipment now or hereafter upon said property, (c) any purchase on condi-
tional sale, lease or agreement under which title is reserved in the vendor, of any apparatus, fixtures or equipment to be placed in or upon any buildings or
improvements on said property; (8) To complete within a reasonable time any buildings or improvements now or at any time in process of erection upon
the premises.

B In order to provide for the payment of taxes, assessments, insurance premiums, and other annual charges upon the property securing this indebtedness,
and other insurance required or accepted, the undersigned promises to pay to the Mortgagee a pro rata portion of the current year taxes upon the disburse-
ment of the loan and to pay monthly to the Mortgagee, in addition to the above payments, a sum estimated to be equivalent to one-twelfth of such items,
which payments may, at the option of the Mortgagee, (a) be held by it and commingled with other such funds or its own funds for the payment of such
items; (b) be carried in a savings account and withdrawn by it to pay such items; or (c) be credited to the unpaid balance of said indebtedness as received,
provided that the Mortgagee advances upon this obligation sums sufficient to pay said items as the same accrue and become payable. If the amount estimated
to be sufficient to pay said items is not sufficient, the undersigned promises to pay the difference upon demand. If such sums are held or carried in a savings
account or escrow account, the same are hereby pledged to further secure this indebtedness. The Mortgagee is authorized to pay said items as charged or
billed without further inquiry.

C This mortgage contract provides for additional advances which may be made at the option of the Mortgagee and secured by this mortgage, and it is
agreed that in the event of such advances the amount thereof may be added to the mortgage debt and shall increase the unpaid balance of the note hereby
secured by the amount of such advance and shall be a part of said note indebtedness under all of the terms of said note and this contract as fully as if a new
such note and contract were executed and delivered. An Additional Advance Agreement may be given and accepted for such advance and provision may be
made for different monthly payments and a different interest rate and other express modifications of the contract, but in all other respects this contract shall
remain in full force and effect as to said indebtedness, including all advances.

D That in case of failure to perform any of the covenants herein, Mortgagee may do on Mortgagor's behalf everything as covenanted; that said Mortgagee
may also do any act it may deem necessary to protect the lien hereof; that Mortgagee will repay upon demand any moneys paid or disbursed by Mortgagee for
any of the above purposes and such moneys together with interest thereon at the highest rate for which it is then lawful to contract shall become so much addi-
tional indebtedness secured by this mortgage with the same priority as the original indebtedness and may be included in any decree foreclosing this mortgage
and be paid out of the rents or proceeds of sale of said premises if not otherwise paid; that it shall not be obligatory upon the Mortgagee to inquire into the
validity of any lien, encumbrance or claim in advancing moneys as above authorized, but nothing herein contained shall be construed as requiring the Mortgagee
to advance any moneys for any purpose nor to do any act hereunder; and the Mortgagee shall not incur any personal liability because of anything it may do
or omit to do hereunder.

E That it is the intent hereof to secure payment of said note and obligation whether the entire amount shall have been advanced to the Mortgagor at the
date hereof, or at a later date, and to secure any other amount or amounts that may be added to the mortgage indebtedness under the terms of this mortgage
contract.

F That in the event the ownership of said property or any part thereof becomes vested in a person other than the Mortgagor, the Mortgagee may, without
notice to the Mortgagor, deal with such successor or successors in interest with reference to this mortgage and the debt hereby secured in the same manner as
with the Mortgagor, and may forbear to sue or may extend time for payment of the debt, secured hereby, without discharging or in any way affecting the
liability of the Mortgagor hereunder or upon the debt secured;

FIRST BANK & TRUST CO. OF ILLINOIS
300 E. NORTHWEST HIGHWAY
PALATINE, ILLINOIS 60067

RETEUR TO SENDER

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C) That time is of the essence hereof and if default be made in performing any covenant hereon contained or in making any payment under said note or obligation of any extension of time or if default be made in performing any covenant hereon contained or in making any payment under said note or obligation of any extension of time or if default be made in performing any covenant hereon contained or in making any payment under said note or obligation of any extension of time...

H) That the Mortgagee may employ counsel for advice of other legal service at the Mortgagee's discretion in connection with any dispute as to the debt hereby secured or the lien of this instrument...

I) In case the mortgaged property, 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 claims for any property not taken and all condemnation compensation so received shall be forthwith applied by the Mortgagee as it may first...

J) All easements, rents, issues and profits of said premises are pledged, assigned and transferred to 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...

K) That upon the completion of any foreclosure proceeding hereunder, the court in which such bill is filed may at any time, either before or after sale, and without notice to the Mortgagee or of any party claiming under him, and without regard to the solvency of the Mortgagee at the time of sale of said premises...

L) 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...

M) The corporate Trustee named herein being duly authorized to do so by the trust instrument or by any persons having a power of direction over the Trustee does hereby waive any and all rights of redemption...

N) The right is hereby reserved by the Mortgagee to make a release or releases of the mortgaged premises hereunder without notice to, or the consent of, any other parties in interest in the premises...

O) This mortgage is executed by the undersigned 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 undersigned 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 undersigned...

IN WITNESS WHEREOF, the undersigned corporation, not personally but as Trustee as aforesaid, has caused these presents to be signed by its OFFICER ~~XXXXXXXX~~ and its corporate seal to be hereunto affixed and attested by its ASS'T TRUST OFFICER ~~XXXXXXXX~~

~~XXXXXXXX~~ this 9TH day of APRIL, A.D., 1990

ATTEST: *Carl Wegmann*
ASSISTANT TRUST OFFICER ~~XXXXXXXX~~
BY *Maik Reinertsen*
ASSISTANT TRUST OFFICER ~~XXXXXXXX~~

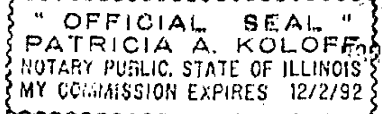
STATE OF ILLINOIS }
COUNTY OF COOK } ss. I, the undersigned PATRICIA A KOLOFF a Notary Public in

and for said County, in the State aforesaid, DO HEREBY CERTIFY THAT MAIK REINERTSEN personally known to me to be the ASS'T TRUST OFFICER ~~XXXXXXXX~~ of FIRST BANK AND TRUST COMPANY OF ILLINOIS

a corporation, and CARL WEGMANN personally known to me to be the ASS'T TRUST OFFICER ~~XXXXXXXX~~ of said corporation, 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 severally acknowledged that as such officers they signed and delivered the said instrument as such officers of said corporation and caused the corporate seal of said corporation to be affixed thereto, pursuant to authority, given by the Board of Directors of said corporation as their free and voluntary act, and as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal, this 9TH day of APRIL, A.D. 1990

Patricia A Koloff
Notary Public PATRICIA A KOLOFF



COOK COUNTY, ILLINOIS APR 18 11:16 90174074

Box 333

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300 E. NORTHWEST HIGHWAY
PALATINE, ILLINOIS 60067



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