

Delivered by hand and mail to: William A. Marden 2951 Central Street Evanston, Illinois 60201



FIRST CHICAGO Bank of Evanston, N.A. 2951 Central Street - Evanston, Illinois 60208 Telephone (708) 866-6100



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MORTGAGE LA SALLE NATIONAL TRUST, N.A., Successor Trustee

THIS INDENTURE WITNESSETH That the undersigned of LaSalle National Bank as Successor Trustee to Northbrook Trust and Savings Bank, as Trustee under Trust Agreement dated* of the City of Chicago County of Cook State of Illinois, hereinafter referred to as the Mortgagee, does hereby Mortgage and Warrant to

FIRST CHICAGO BANK OF EVANSTON, N.A.

a banking association organized and existing under the laws of the United States, hereinafter referred to as the Mortgagee, the following real estate, situated in the County of Cook in the State of Illinois, to wit:

Lot 1 in Rekein's Subdivision of Lot 77 in McGuire and Orr's Oakwood Avenue Subdivision of Lots 14, 15, 16, 17, 18, 19 (Except Railroad) of Baxters Subdivision of the South Section of Quilmette Reservation in Township 42 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

Property Address: 191 Green Bay Road, Wilmette, Illinois 60091 P.I.N.: 05-34-302-054

TOGETHER with all buildings, improvements, fixtures or appurtenances now or hereafter erected thereon, including all apparatus, equipment, fixtures or articles, whether as single units or centrally controlled, used to supply heat, gas, air conditioning, water, light, power, refrigeration, ventilation or other air conditioning, which may have been heretofore, or may be hereafter made or agreed to, or which may be made and agreed to by the Mortgagee under the power herein granted to it; being the intention hereby to establish an absolute trust and assignment to the Mortgagee of all such fixtures and agreements existing or to hereafter exist for said premises, and to have such measured, legal or equitable interests in the same may be deemed proper or necessary to enforce the payment or security of such mortgage, interest and profits, and to have possession of said premises, or any portion thereof, and to fill any and all vacancies and to rent, lease or otherwise dispose of said premises to any party or parties, at its discretion, with power to use and apply said rents, issues and profits to the payment of all expenses, and to have management of said premises, including taxes and assessments, and to the payment of all mortgages on the said property or any part thereof.

TOGETHER with the rents, issues and profits thereof which are hereby assigned, transferred and set over unto the Mortgagee, whether now due or which may hereafter become due under or by virtue of any lease whether written or verbal, or any agreement for the use of occupancy of said property, or any part or parts thereof, which may have been heretofore, or may be hereafter made or agreed to, or which may be made and agreed to by the Mortgagee under the power herein granted to it; being the intention hereby to establish an absolute trust and assignment to the Mortgagee of all such fixtures and agreements existing or to hereafter exist for said premises, and to have such measured, legal or equitable interests in the same may be deemed proper or necessary to enforce the payment or security of such mortgage, interest and profits, and to have possession of said premises, or any portion thereof, and to fill any and all vacancies and to rent, lease or otherwise dispose of said premises to any party or parties, at its discretion, with power to use and apply said rents, issues and profits to the payment of all expenses, and to have management of said premises, including taxes and assessments, and to the payment of all mortgages on the said property or any part thereof.

TO HAVE AND TO HOLD the said property, with said appurtenances, apparatus and fixtures, unto said Mortgagee forever, for the uses hereinafter set forth, free from all rights and benefits under any statute of limitations and under the Homestead Exemption Laws of the State of Illinois, which said rights and benefits the said Mortgagee does hereby release and waive.

Upon payment of the obligation hereby secured, and performance of all obligations under this mortgage and the note secured by it, said note shall be marked paid and delivered to the maker or his assignee, together with his mortgage duly cancelled. A reasonable fee shall be paid for marking and delivery.

TO SECURE

1. The payment of a certain debt, the performance of the obligation therein contained, executed and delivered concurrently herewith by the Mortgagee to the Mortgagee of the sum of One Hundred Seventy Thousand and 00/100-170,000.00 Dollars, which is payable as provided hereinafter, and if said indebtedness is paid in full.

2. Any amount due to the Mortgagee under this mortgage to the Mortgagee, or its successors, or assigns, in full, as part of the consideration of this mortgage provided that the mortgage shall not at any time become more than One Hundred Seventy Thousand and 00/100-170,000.00 Dollars, plus any advance necessary for the protection of the security, interest and cost; and

3. All of the covenants and agreements of said note (which is made a part of this mortgage contract) and this mortgage.

A. THE MORTGAGOR'S COVENANTS

(1) To pay all taxes, assessments, hazard insurance premiums and other charges when due; (2) keep the improvements now or hereafter erected thereon in good and substantial repair, fully paid for, in case of foreclosure, until expiration of the period of redemption, for the full insurance value if a fire or other calamity or loss occurs, and to maintain the usual clause making them payable to the Mortgagee, and in case of foreclosure sale the proceeds of such sale shall be paid to the Mortgagee, and in case of loss, the Mortgagee is authorized to adjust, collect and compromise in its discretion, and to sue on behalf of the Mortgagee, and the Mortgagee agrees to sign, upon demand, all receipts, vouchers and releases required to be signed by the Mortgagee in connection with the mortgage; (3) the Mortgagee is authorized in its discretion to apply the proceeds of any such insurance to the discharge of any indebtedness secured by a mortgage on the property or to the indebtedness of the Mortgagee and any application to the Mortgagee shall be subject to the approval of the Mortgagee upon making monthly payments until the debt is paid in full; (4) to apply for, secure, issue and maintain a title insurance policy on the property and the mortgage as may be required by Mortgagee in companies acceptable to Mortgagee, and in a title insurance policy which shall be required in an amount not in excess of payments necessary to pay the sums secured by this mortgage and said title insurance may be required in an amount not in excess of the unpaid balance of the debt secured by this mortgage; (5) not to incur or suffer any waste of such property, and to maintain the same in good condition and repair, and to permit the same to be used for any lawful purpose and all other expenses incident to the ownership of said property in order that no lien or other claim or encumbrance shall be placed upon said property; (6) not to suffer or permit any unlawful use of or any nuisance to exist upon said property; (7) not to suffer or permit any lien or other claim or encumbrance to be placed upon said property or the security intended to be affected by virtue of this mortgage by any lien or other claim or encumbrance, and to defend any proceeding which in the opinion of the Mortgagee affects its security hereunder, and to pay all costs, expenses and attorney's fees incurred or paid by the Mortgagee in any proceeding in which it may participate in any capacity, by reason of the enforcement of this mortgage; (8) that the mortgaged premises shall at all times be maintained, repaired and operated in accordance with the Building Law, Zoning Ordinance and all other Laws and Ordinances of any governmental board, authority or agency having jurisdiction over the mortgaged premises, and to comply with any other law or ordinance of the Mortgagee being first had and obtained; (9) any use of said premises for a purpose other than that for which the same is now used; (b) any alterations, additions to, removal or removal of any of the improvements, apparatus, fixtures or equipment now or hereafter upon said property; (c) a purchase upon conditional 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 building or improvement upon said property; (d) a sale, assignment or transfer of any right, title or interest in and to said property or any portion thereof to any of the above-mentioned apparatus, fixtures or equipment which may be found in or upon said property.

THE MORTGAGOR'S FURTHER COVENANTS

(1) That in case of his failure to comply with any of the covenants herein, the Mortgagee may do on behalf of the Mortgagee everything which the Mortgagee may deem necessary to protect the lien of this mortgage; and that the Mortgagee will not be bound to pay or discharge any debt or obligation incurred by the Mortgagee for any of the above purposes, and such monies together with interest

* December 18, 1980 and known as Land Trust #25-2412-00.

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est thereon at the highest rate for which it is then lawful to contract shall become so much additional indebtedness secured by this mortgage and may be included in any decree foreclosing this mortgage and be paid out of the rents or proceeds of the 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 in that behalf 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; that the Mortgagee shall not incur personal liability because of anything it may do or omit to do hereunder;

(2) That in the event the ownership of said property or any part thereof becomes vested in a person or entity 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 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 hereby secured;

(3) That time is of the essence hereof and if default be made in performance of any covenant herein contained or in making any payment under said Note or any extension or renewal thereof, or if proceedings be instituted to enforce any lien or charge upon any of said property, or upon the filing of a proceeding in bankruptcy by or against the Mortgagor, or if the Mortgagor shall make an assignment for the benefit of creditors or if the property of the Mortgagor be placed under control of a trustee of any court, or if the Mortgagor abandon any of said property, or if the Mortgagor shall sell said property under a contract for deed, then and in any of said events, the Mortgagee is hereby authorized and empowered, at its option, and without affecting the lien hereby created or the priority of said lien or any right of the Mortgagee hereunder, to declare, without notice, all sums secured hereby immediately due and payable, whether or not such default be remedied by the Mortgagor, and apply toward the payment of said mortgage indebtedness and additional indebtedness of the Mortgagee to the Mortgagor, and said Mortgagee may also immediately proceed to foreclose this mortgage.

4. 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 attorneys' 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 title as Mortgagee may deem to be reasonably necessary either to prosecute such suit or to evidence to bidders at any sale which may be had pursuant to such decree the true condition of the title to or the value of the premises. All expenditures and expenses of the nature in this paragraph mentioned shall become so much additional indebtedness secured hereby and immediately due and payable, with interest thereon at the highest rate permitted by Illinois law, 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 this mortgage or any indebtedness hereby secured; or (b) preparations for the commencement of any suit for the foreclosure hereof after accrual 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.

5. The proceeds of any foreclosure sale of the premises shall be distributed subject to the following order of priority: First, on account of all costs and expenses incident to the foreclosure proceedings, including all charges 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 surplus to Mortgagor, the heirs, legal representative or assigns of the Mortgagor, as their rights may appear.

6. Upon or at any time after the filing of a complaint to foreclose this mortgage the court in which such complaint is filed may appoint a receiver of said premises. Such appointment may be made either before or after sale, with or without regard to the solvency or insolvency of Mortgagor at the time of application for such receiver and without regard to the 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 redemption 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 to bring suit for other times when Mortgagor, 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 of his hands in payment in whole or in part of: (1) The indebtedness secured hereby, or by any decree foreclosing this mortgage, or any lien, 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.

7. That each right, power and remedy herein conferred upon the Mortgagor is cumulative of every other right or remedy of the Mortgagee, whether herein or by law conferred, and may be enforced, concurrently therewith, though waived by the Mortgagee of performance of any covenant herein or in said obligation contained shall thereafter in any manner affect the right of Mortgagee to require or enforce performance of the same or any other of said covenants; that wherever the context hereof requires the masculine gender, as used herein, shall include the feminine, and the singular number, as used herein, shall include the plural; that all rights and obligations under this mortgage shall extend to and be binding on the respective heirs, executors, administrators, successors and assigns of the Mortgagor and the Mortgagee.

8. That in the event title shall be conveyed to any person or persons, firm, trust or corporation other than the undersigned or any one or more of them, then the Mortgagee after such transfer of title shall have the right to adjust the annual rate of interest to be paid under the terms of the note secured hereunder. Whenever the Mortgagee, or its successors or assigns, shall increase the rate of interest in accordance with the foregoing provision, it shall give written notice specifying the new rate, and the effective date of any such increase shall be the date of such transfer or conveyance.

IN WITNESS WHEREOF, each of the undersigned has hereunto set his hand and seal this 15th day of May A.D., 19 90.

(SEAL) (SEAL) (SEAL) (SEAL)

State of Illinois)
County of) SS

I, _____, Clerk of said County,

In the State aforesaid, DO HEREBY CERTIFY that _____ personally known to me to be the same person or persons whose name or names subscribed to the foregoing instrument appeared before me this day in person and acknowledged that _____ signed, sealed and delivered the said instrument as _____ 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 _____ A.D., 19 _____

Notary Public

My commission expires the _____ day of _____ A.D., 19 _____

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M. A. ...

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 _____ President and _____ Secretary of Lasalle National Bank as Successor Trustee to Northbrook Trust and Savings Bank, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such President and 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 Lasalle National Bank as Successor Trustee to Northbrook Trust and Savings Bank, as Trustee for the uses and purposes therein set forth; and that the said _____ President and Cashier, _____ and there acknowledged that said _____ President and Cashier, as custodian of the corporate seal of said Lasalle National Bank, caused the corporate seal of the said Lasalle National Bank as Successor Trustee to Northbrook Trust and Savings Bank to be affixed to said instrument as said _____ President and Secretary's own free and voluntary act as the free and voluntary act of said Lasalle National Bank as Successor Trustee to Northbrook Trust and Savings Bank, for the uses and purposes therein set forth.

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State of Illinois)
County of Cook)
Assistant Secretary

Attest: _____
By: _____ VICE PRESIDENT

LASALLE NATIONAL BANK AS SUCCESSOR TRUSTEE TO NORTHBROOK TRUST AND SAVINGS BANK as aforesaid and not personally

THIS MORTGAGE is executed by the Lasalle National Bank as Successor Trustee to Northbrook Trust and Savings Bank, 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 is expressly understood and agreed that nothing herein or in said Note contained shall be construed as creating any liability on the said Trustee or on said Lasalle National Bank as Successor Trustee to Northbrook Trust and Savings Bank, personally or on the legal holder or holders of said Note and the owner or owners of any indebtedness accruing hereunder shall look solely to the premises hereunder 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(s)/co-maker(s), if any. IN WITNESS WHEREOF, Lasalle National Bank as Successor Trustee to Northbrook Trust and Savings Bank, not personally, but as Trustee as aforesaid, has caused these presents to be signed by one of its _____ President or Assistant Vice President and its corporate seal to be hereunder affixed and attested by its Secretary, the day and year first above written.

Lasalle National Bank Trust
Bank Northbrook Trust and Savings Bank