

UNOFFICIAL COPY

276380

American National Bank and Trust  
THE MORTGAGOR, ~~as trustee under Trust agreement dated~~  
11-22-83 a/k/a Trust number 59162

of the \_\_\_\_\_ in the County of Cook and  
State of Illinois MORTGAGES and WARRANTS to

Brian K Fitzgerald, of the City of Glenview  
County of Cook and State of Illinois, to secure the payment

of a certain promissory note executed by Ross Kooperman  
bearing even date herewith, payable to the order of  
Brian K Fitzgerald

DEPT-01 RECORDING \$13.25  
T#2222 TRAN 8675 06/12/90 12:23:09  
#0899 # B \* -90-276380  
COOK COUNTY RECORDER

RECEIVED IN  
BAD CONDITION

the following described real estate, to wit:  
3725 N. Kenmore  
Lot 18 South one half  
of lot 17 in block 4 in Buckingham's  
second addition to Lakeview in the  
N.E. quarter of Section 20, township  
40 North, range 14, east of the 3rd  
principal meridian in Cook County  
IL. P.M. 14-20-219-017-0000

00276380

THIS IS A SECOND MORTGAGE

situated in the County of Cook, in the State of Illinois, hereby releasing and waiving all rights  
under and by virtue of the Homestead Exemption Laws of the State of Illinois, and all right to retain possession of  
said premises after any default in payment or breach of any of the covenants or agreements herein contained.

If default be made in the payment of the said promissory note, or of any part thereof, or the interest thereon,  
or any part thereof, at the time and in the manner above specified for the payment thereof, or in case of waste  
or non-payment of taxes or assessments on said premises, or of a breach of any of the covenants or agreements  
herein contained, then and in such case the whole of said principal sum and interest, secured by the said promissory  
note in this mortgage mentioned, shall thereupon, at the option of the said mortgagee, heirs,  
executors, administrators, attorneys or assigns, become immediately due and payable; and this mortgage may be  
immediately foreclosed to pay the same by said mortgagee, heirs, executors, administrators,  
attorneys or assigns; and it shall be lawful for the said mortgagee, heirs, executors, administra-  
tors, attorneys or assigns, to enter into and upon the premises hereby granted, or any part thereof, and to receive  
and collect all rents, issues and profits thereof.

Upon the filing of any complaint to foreclose this mortgage in any Court having jurisdiction thereof, such Court  
may appoint \_\_\_\_\_ or any proper person receiver,  
with power to collect the rents, issues and profits arising out of said premises during the pendency of such foreclosure  
suit, and until the time to redeem the same from any sale that may be made under any decree foreclosing this  
mortgage shall expire; and such rents, issues and profits when collected may be applied toward the payment of the  
indebtedness and costs herein mentioned and described. And upon the foreclosure and sale of said premises, there  
shall be first paid out of the proceeds of such sale all expenses of advertisement, selling and conveying said premises,  
and \_\_\_\_\_ dollars attorneys' fees, to be included in the decree, and all moneys advanced for  
taxes, assessments and other liens; then there shall be paid the principal of said note, whether due and payable by  
the terms thereof or not, and the interest thereon.

Dated this 24th day of May, 1990

X (SEAL)  
(SEAL)  
(SEAL)

This instrument was prepared by Thomas S. Brown, 29 North Wacker Drive, Chicago, IL 60606  
(NAME AND ADDRESS)

Box \_\_\_\_\_

Real Estate Mortgage

TO \_\_\_\_\_

UNOFFICIAL COPY

MAIL TO:

B. K. FITZGERALD  
~~The Locker Room~~  
THE LOCKER ROOM  
1416A CENTRAL ST  
EVANSTON, IL 60201

MAIL TO:

GEORGE E. COLE  
LEGAL FORMS

Property of Cook County Clerk's Office

Commission Expires \_\_\_\_\_

Notary Public

(Impress Seal Here)

I, \_\_\_\_\_, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that \_\_\_\_\_ personally known to me to be the same person whose name \_\_\_\_\_ 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 \_\_\_\_\_, 19 \_\_\_\_\_

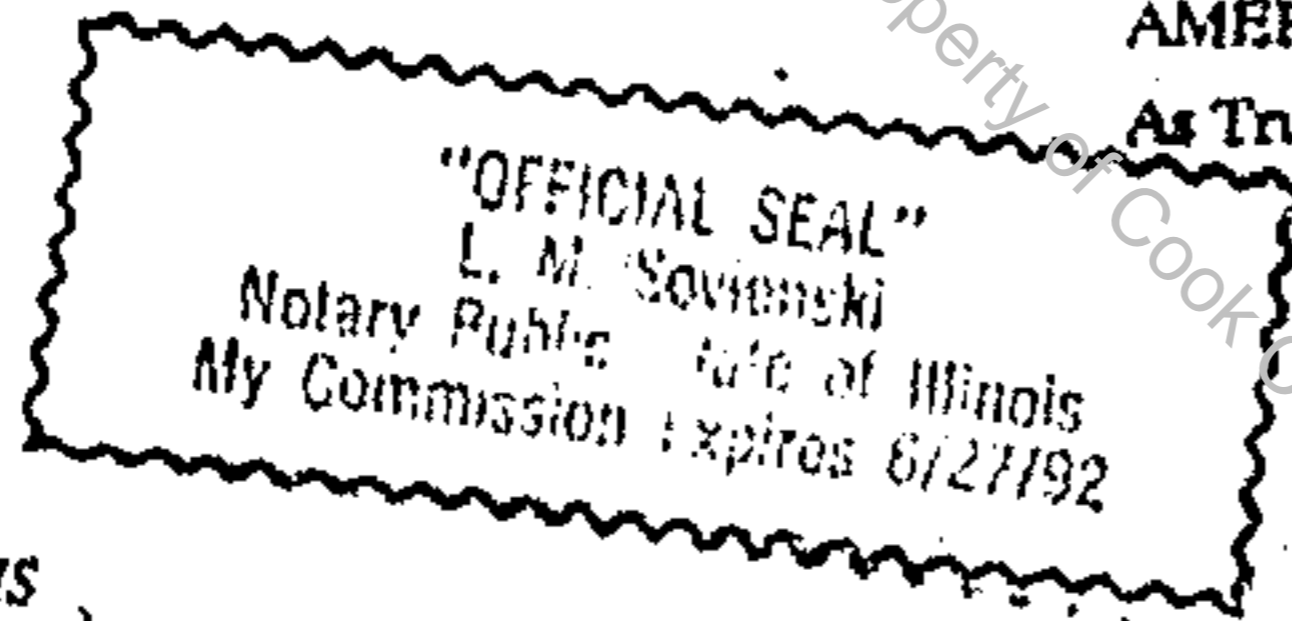
STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_  
SS. \_\_\_\_\_

098994206

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

AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO  
As Trustee as aforesaid and not personally.

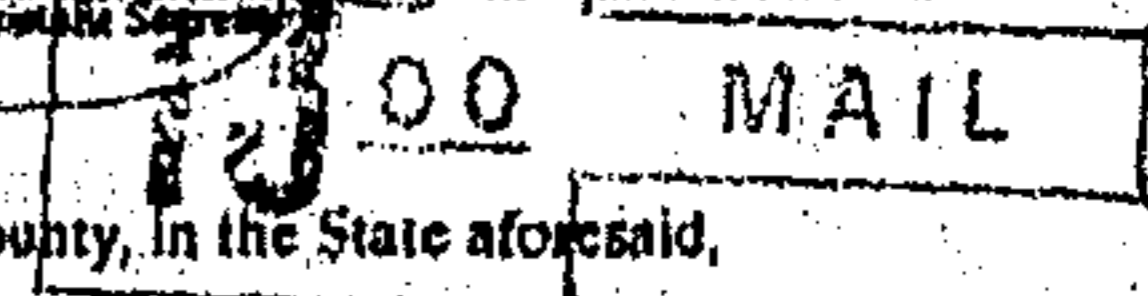


By

*[Signature]*  
Vice-President

ATTEST

*[Signature]*  
Assistant Secretary



STATE OF ILLINOIS  
COUNTY OF COOK

ss. L. M. SOVIENSKI

I, ..... a Notary Public, in and for said County, in the State aforesaid,

DO HEREBY CERTIFY, that ..... Vice-President of the AMERICAN NATIONAL BANK AND TRUST COMPANY of Chicago, and ..... Anita M. Lutkus 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 MAY 29 1990 A.D. 19.....

*[Signature]*  
Notary Public

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Property of Cook County Clerk's Office

1981 JAN

1981 JAN