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EVERGREEN
BANKS

OAK LAWN NATIONAL BANK
9400 S. CICERO AVE.

OAK LAWN, IL 60453

90278475

COMMERCIAL
MORTGAGE

THIS MORTGAGE made this 6TH day of JUNE, 1990 between FIRST NAT'L BANK OF EVERGREEN PARK AS TRUSTEE U/T/A DTD. 03/25/88, A/K/A TR #10129 (hereinafter referred to as "Mortagor") and the OAK LAWN NATIONAL BANK, WHICH IS ORGANIZED AND EXISTING UNDER THE LAWS OF THE UNITED STATES OF AMERICA, AND WHOSE ADDRESS IS 9400 S. CICERO AVE., OAK LAWN, IL 60453 (hereinafter referred to as "Mortgeree").

WHEREAS, Mortagor is indebted to Mortgeree in the principal sum of EIGHTY THOUSAND DOLLARS ***** Dollars (\$ 80000.00), which indebtedness is evidenced by Mortagor's Note dated JUNE 6TH, 1990 (hereinafter referred to as the "Note"), which Note provides for monthly installments of principal and interest of EIGHT HUNDRED FORTY-SEVEN DOLLARS AND 49/100** on the 15TH day of each month commencing with JULY 15TH, 1990 until the Note is fully paid with the balance of the indebtedness, if not sooner paid, due and payable on JUNE 15TH, 2005

NOW, THEREFORE, the Mortagor, to secure the payment of this Note with interest thereon, the payment of all other sums with interest thereon advanced in accordance herewith to protect the security of this Mortgage, and the performance of the covenants and agreements of the Mortagor herein contained the Mortagor does hereby mortgage, grant and convey to Mortgeree the following described real estate located in the County of COOK State of Illinois.

LOTS 37, 38 AND THE SOUTH 1/2 OF LOT 39 IN BLOCK 5 IN R. O. STONE AND COMPANY 95TH STREET COLUMBUS MANOR A SUBDIVISION OF THE NORTH 1/2 OF THE NORTH WEST 1/4 OF THE NORTH WEST 1/4 AND THE SOUTH WEST 1/4 OF THE NORTH WEST 1/4 OF THE NORTH WEST 1/4 OF SECTION 8, TOWNSHIP 37 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

1500

COOK COUNTY, ILLINOIS
PTI #24-08-108-058-0000 FILED FOR RECOPO

1990 JUL 12 AM 10:54

90278475

PERMANENT TAX IDENTIFICATION # 24-08-108-058-0000

Which real estate has the address of 2612 SOL RIDGE LANE, OAK LAWN, IL 60453 and which, with the property herein described, is referred to herein as the "Premises"

TOGETHER with all improvements, tenements, easements, fixtures, and appurteances thereto belonging, and all rents, issues and profits thereof for so long and during all such times as Mortagor may be entitled thereto (which are, pledged primarily and on a parity with said real estate and not secondarily), and all fixtures, apparatus, equipment or articles now or hereafter therein or thereon used to supply heat, gas, air conditioning, water, light, power, sprinkler protection, waste removal, refrigeration (whether single units or centrally controlled), and ventilation, including (without restricting the foregoing); all fixtures, apparatus, equipment and articles, other than such as constitute trade fixtures used in the operation of any business conducted upon the Premises as distinguished from fixtures which related to the use, occupancy, and enjoyment of the Premises, it being understood that the enumeration of any specific articles of property shall in no way exclude or be held to exclude any items of property not specifically mentioned. All of the land, estate and property hereinabove described, real, personal and mixed, whether affixed or unaffixed or not (except where otherwise hereinabove specified) and all rights hereby conveyed and mortgaged are intended so to be as a unit and are hereby understood, agreed and declared to form a part and parcel of the real estate and to be appropriated to the use of the real estate, and shall be for the purposes of this Mortgage to be deemed to be real estate and conveyed and mortgaged hereby.

Mortagor covenants that Mortagor is lawfully seized of the real estate hereby conveyed and has the right to mortgage, grant and convey the Premises, that the Premises is unencumbered and that Mortagor will warrant and defend generally the title to the Premises against all claims and demands, subject to any declarations, easements or restrictions listed in a schedule of exceptions to coverage in any title insurance policy insuring Mortagor's interest in the Premises.

IT IS FURTHER UNDERSTOOD THAT:

1. Mortagor shall promptly pay when due the principal of and interest on the indebtedness evidenced by the Note, prepayment and late charges as provided in the Note, and the principal of and interest on any future advances secured by this Mortgage.

2. In addition, the Mortagor shall:

(a) Promptly repair, restore or rebuild any improvement now or hereafter on the property which may become damaged or destroyed.

(b) Pay immediately when due and payable all general taxes, special taxes, special assessments, water charges, sewer service charges and other taxes and charges against the property, including those heretofore due, (the monthly payments provided in the Note in anticipation of such taxes and charges to be applied thereto), and to furnish the Mortgeree, upon request, with the original or duplicate receipts therefor, and all such items extended against said property shall be conclusively deemed valid for the purpose of this requirement.

(c) Keep the improvements now existing or hereafter erected on the property insured against loss or damage by fire, lightning, wind storm or such other hazards, as the Mortgeree may reasonably require to be insured against under policies providing for payment by the insurance companies of monies sufficient either to pay the cost of replacing or repairing the same or to pay in full the indebtedness secured hereby, in such companies through such agents or brokers and in such form as shall be satisfactory to the Mortgeree, until said indebtedness is fully paid, or in the case of foreclosure, until expiration of the period of redemption; such insurance policies, including additional and renewal policies shall be delivered to and kept by the Mortgagor and shall contain a clause satisfactory to the Mortgagor making them payable to the Mortgeree, as its interest may appear, and in case of loss under such policies, the Mortgagor is authorized to adjust, collect and compromise, in its discretion, all claims thereunder and the Mortgagor agrees to sign, upon demand, all receipts, vouchers and releases required of him by the insurance companies; application by the Mortgagor of any of the proceeds of such insurance to the indebtedness hereby secured shall not excuse the Mortgagor from making all monthly payments until the indebtedness is paid in full. In the event of a loss, Mortgagor shall give prompt notice to the insurance carrier and Mortgagor.

This instrument was prepared by

CENTRAL MORTGAGE PROCESSING UNIT
FOR THE EVERGREEN BANKS

EVERGREEN PARK NATIONAL BANK
3101 W. 95TH STREET
EVERGREEN PARK, IL 60642

C/O FIRST NATIONAL BANK OF EVERGREEN PARK
3101 W. 95TH STREET
EVERGREEN PARK, IL 60642

Box 332

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MORTGAGE

Box _____

TO _____

MAIL TO:

CENTRAL MORTGAGE PROCESSING UNIT
BANK OF LAMAR NATIONAL BANK
300 SOUTH GREENWOOD AVENUE
EVERGREEN PARK, IL 60632-3844

C/O FIRST NATIONAL BANK OF EVERGREEN PARK
3101 WEST 95TH STREET
EVERGREEN PARK, IL 60632

Loan No. 10303305

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15. Upon payment of all sums secured by this Mortgage, Mortgagor shall release this Mortgage without charge to Mortgagor. Mortgagor shall pay all costs of recordation of any documentation necessary to release this Mortgage.

16. Mortgagor assigns to Mortgagor and authorizes the Mortgagor to negotiate for and collect any award for condemnation of all or any part of the Premises. The Mortgagor may, in its discretion, apply any such award to amounts due hereunder, or for restoration of the Premises.

17. Mortgagor shall not and will not apply for or avail itself of any appraisement, valuation, stay, extension or exemption laws, or any so-called "moratorium Laws", now existing or hereafter enacted, in order to prevent or hinder the enforcement or foreclosure of this Mortgage, but hereby waives the benefit of such laws. Mortgagor does hereby expressly waive any and all rights of redemption from sale under any order or decree of foreclosure of this Mortgage on behalf of Mortgagor and each and every person except decree or judgment creditors of the Mortgagor in its representative capacity and of the trust estate, acquiring any interest in or title to the Premises subsequent to the date of this Mortgage.

18. This Mortgage shall be governed by the law of the jurisdiction in which the Premises are located. In the event one or more of the provisions contained in this Mortgage shall be prohibited or invalid under applicable law, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Mortgage.

IN WITNESS WHEREOF, the undersigned have signed this Mortgage on the day and year first above written at _____, IL, USA.

FIRST NATIONAL BANK OF EVERGREEN PARK
D/A/D DTD. 03/25/880/KVA TPR# 10122

R. J. *Franklin Sellers*
Vice President & Trust Officer
ASSISTANT TRUST OFFICER

Robert J. Mayo
Assistant Trust Officer

SEE ATTACHED INDEX FOR
EXECUTION BY TRUSTEE

STATE OF ILLINOIS

} CS.

COUNTY OF COOK

I, undersigned, a Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY THAT Franklin Sellers, Vice President & Trust Officer and Robert J. Mayo, personally known to me and known by me to be the President and Secretary respectively of First National Bank of Evergreen Park in whose name the above and foregoing instrument is executed, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their free and voluntary act and as the free and voluntary act of said Assistant Trust Officer, as aforesaid, for the uses and purposes therein set forth, and the said Secretary then and there acknowledged that he, as custodian of the corporate seal of said First National Bank of Evergreen Park, did affix the said corporate seal to said instrument as his free and voluntary act and as the free and voluntary act of said Assistant Trust Officer, as aforesaid for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 6th day of June, A.D. 19 90.

Deborah M. Navarrete
Notary Public

My Commission expires

"OFFICIAL SEAL"
DEBORAH M. NAVARRETE
Notary Public, State of Illinois
My Commission Expires 10/15/01

STATE OF ILLINOIS
CITY OF CHICAGO
} CS.

I, undersigned, a Notary Public in and for said county, in the State aforesaid, DO HEREBY CERTIFY that Franklin Sellers and Robert J. Mayo, personally known to me to be the same person(s) whose name(s) (is) (are) subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed, sealed and delivered the said instruments 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 6th day of June, A.D. 19 90.

Deborah M. Navarrete
Notary Public

My Commission Expires

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14. Except for the services any notice given under this Agreement may be given in writing by mailing such notice by certified mail or by notice delivered to the Property Address or to such other address as the Mortgagor shall be given by certified mail or by notice delivered to such other address as the Mortgagor may designate by notice given in writing to the Mortgagor at the Property Address or to such other address as the Mortgagor may designate by notice given in writing to the Mortgagor.

13. The subcontractor concerned herein shall during the entire period of performance of the subcontract, be entitled to all conveniences and advantages which may be available to the principal contractor.

and may be associated conditionally, independently or successively.

shall not be a waiver of Mortgagee's right to accelerate the indebtedness secured by this Mortgagor if or preclude the exercise of any right or remedy. The procurerment of insurance or the payment of taxes or other items of charges by Mortgagor

expressly provided in a separate Subordination Agreement by and between Morganage and the holder of such junior lien.

shall not be obliged to see to the application of the purchase money.

or any tribunal of competent jurisdiction, without notice or hearing, to determine whether due and payable by the plaintiff all of the proceeds of a forcible sale of real property held by the defendant as trustee under the terms of a power of attorney.

such that sum of all of the individual bid prices will be less than or equal to the total value of the bid items.

together with interest, premiums, interest which may be paid or incurred during the period of grace or otherwise, and costs (which are estimated to be expended) to be incurred by the holder of the note in collecting such amounts.

remain in possession until the expiration of the initial period allowed by statute for redemption, and until the trustee redeems the security or until the creditor sells it at a public auction.

and the *reconstruction* period, which was characterized by a general sense of uncertainty and fear.

Upon the commencement of any foreclosure proceeding hereunder, the court in which such bill is filed may at any time, either before or after

Morality is a set of rules or principles that govern the behavior of individuals and groups, defining what is right and wrong. It is often based on cultural, religious, or personal values. Morality is concerned with the consequences of actions and the treatment of others. It is a complex and often subjective field, with many different perspectives and interpretations.

may also immediately proceed to foreclose this Mortgage, and in any foreclosure a sale may be made of the Premises without the offerin
of the several parts separately.

The Management of another unit, or otherwise) impeded by condominium, townhouse, cooperative or similar owners group, then and in any of said events the Management is hereby authorized and directed, to its option, and without delay, immediately due and payable, withdraw or not such deposit be remitted.

the mortgagee in default under the terms of this Mortgage for the purpose of protecting the security.

5. It is the intent hereof to secure payment of the Note whether the entire amount shall have been advanced to the Mortgagee at the date hereof.

any mortgagee for any purpose not to do any act hereunder, and the Mortgagee shall not incur any personal liability or expense of attorney's fees or otherwise in respect of the enforcement of any provision of this instrument.

to protect the lien holder, and the mortgagee will repay upon demand any monies paid off or disbursed.

4. In the case of failure to perform any of the foregoing, or if any action or proceeding is commenced which materially affects Mortgagor's interests in the Premises, including, but not limited to, eminent domain, innovative arrangements of proceedings involving a bankruptcy

3. Any sale, conveyance or transfer of interest in the Premises, title or interest in any right, title or interest in the Premises will be held by the holder of the Note secured hereby may declare as the entire indebtedness shall be paid or satisfied.

(d) Company will take reasonable steps to ensure that no message is sent on a telephone line.

(c) Not suffer or permit any unlawful use of or any nuisance to exist on said premises nor to diminish nor impair its value by any act or omission to do so.

(e) **Keep areas free from debris.** Permits in good condition and repel without waste and free from any mechanical or other hindrance or obstacle to their normal expression.

(c) Considerate within a reasonable time any bullock or impoundments now or at any time in process of removal upon said property.

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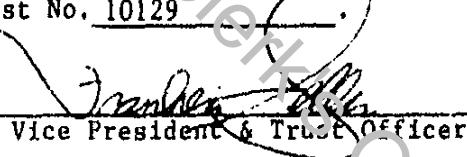
RIDER ATTACHED TO MORTGAGE TO Oak Lawn National Bank

DATED June 6, 1990

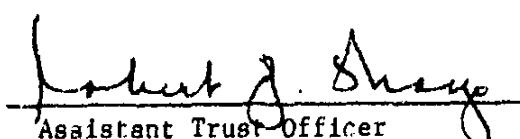
This Mortgage is executed by the undersigned Trustee, not personally, but as Trustee as aforesaid; and it is expressly understood and agreed by the parties hereto, anything herein to the contrary notwithstanding, that each and all of the covenants, undertaking and agreements herein made are made and intended not as personal covenants, undertakings and agreements of the Trustee, named and referred to in said Agreement, for the purpose of binding it personally, but this instrument is executed and delivered by the First National Bank of Evergreen Park, as Trustee, solely in the exercise of the powers conferred upon it as such Trustee, and no personal liability of personal responsibility is assumed by, nor shall at any time be asserted or enforced against the First National Bank of Evergreen Park, its agents or employees, on account hereof, or on any of covenants, undertaking or agreement herein or in said principal note contained, either expressed or implied, all such personal liability, if any, being hereby expressly waived and released by the party of the second part or holders of said principal or interest notes hereof, and by all persons claiming by or through or under said party of the second part or the holder or holders, owner or owners of such principal notes, and by every person now or hereafter claiming any right or security hereunder.

FIRST NATIONAL BANK OF EVERGREEN PARK
not individually, but as Trustee Under
Trust No. 10129.

BY:


Robert J. Shay
Vice President & Trust Officer

ATTEST:


Robert J. Shay
Assistant Trust Officer