

UNOFFICIAL COPY

90332621

Mortgage

Loan No. 01-49367-15

(Corporate Land Trustee Form)

* LaSalle National Trust, N.A., Successor Trustee to LaSalle National Bank, Successor Trustee to LaSalle Bank, Northbrook, formerly known as Northbrook Trust & Savings Bank

THIS INDENTURE WITNESSETH: That the undersigned

*NORTHBROOK TRUST AND SAVINGS BANK

a corporation organized and existing under the laws of the United States of America

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 SEPTEMBER 01, 1987 and known as trust number

25-2998-00

hereinafter referred to as the Mortgagor, does hereby Mortgage and convey to

CRAGIN FEDERAL BANK FOR SAVINGS

LaSalle
N.A.

14⁰⁰

a corporation organized and existing under the laws of the UNITED STATES OF AMERICA

hereinafter referred to as the Mortgagee, the following real estate in the County of COOK

in the State of ILLINOIS to wit:

LOT 14 IN OAK HILL RESUBDIVISION #1, BEING A RESUBDIVISION OF OAK HILL SUBDIVISION OF PART OF THE NORTHWEST QUARTER OF SECTION 29, TOWNSHIP 42 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, RECORDED MARCH 16, 1983, AS DOCUMENT NUMBER 26536993, IN COOK COUNTY, ILLINOIS COMMONLY KNOWN AS 2012 FRANKLIN DRIVE, GLENVIEW, ILLINOIS 60025.
PERMANENT INDEX # 04-29-101-017

Together with all buildings, improvements, fixtures or appurtenances now or hereafter erected thereon or placed therein, including all apparatus, equipment, fixtures or articles, whether in single units or centrally controlled, used to supply heat, gas, air conditioning, water, light, power, refrigeration, ventilation or other services, and any other thing now or hereafter thereon or therefrom, the furnishings of which by lessor to lessee is customary or appropriate, including screens, window shades, storm doors and windows, floor coverings, screen doors in a dormer, awnings, stove 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 unto the Mortgagee, whether now due or hereafter to become due as provided herein. The Mortgagee is hereby subrogated 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 said buildings, improvements, fixtures, appurtenances, apparatus and equipment, and with all the rights and privileges thereunto belonging, unto said Mortgagee forever, for the uses herein set forth, free from all claims and benefits under the homestead, exemption and valiant on laws of any state, which said rights and benefits said Mortgagee does hereby release and waive.

TO SECURE

(1) (a) the payment of a Note executed by the Mortgagor to the order of the Mortgagee bearing even date herewith in the principal sum of ONE HUNDRED THIRTY-TWO THOUSAND AND NO /100 Dollars

132000.00

which Note together with interest thereon as therein provided is payable in monthly installments of

Dollars

shall become due and payable on MAY 01, 1991. Said note shall bear interest as therein provided, payable monthly, commencing with JULY 01, 1990 and on or before the first day of each and every month thereafter succeeding until the said principal sum is paid in full.

(2) any advances made to the Mortgagor to the Mortgagee, 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 ONE HUNDRED FIFTY-EIGHT THOUSAND FOUR HUNDRED AND NO /100 Dollars is 158460.00 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 according to any agreement extending the time of payment thereof. (2) To pay when due and before any penalty attaches thereto all taxes, special taxes, special assessments, water charges, sewer service charges and condominium assessments against said property (including those hereinafter due) and to furnish Mortgagee upon request, duplicate receipts therefor and all such items extended against said property shall be conclusively deemed valid for the purpose of this requirement. (3) 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

622928 72.57-9855

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Box 403

MORTGAGE

NORTHBROOK TRUST AND SAVINGS BANK
TR. NO. 2998 ITD. 09-01-87

to

CRAGIN FEDERAL BANK FOR SAVINGS

PROPERTY AT:
2012 FRANKLIN DRIVE
GLENVIEW, ILLINOIS 60025

Loan No. 01-49367-15

Property of Cook County Clerk's Office

UNOFFICIAL COPY

K That upon the commencement 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 Mortgagor, or any party claiming under him, and without regard to the solvency of the Mortgagor or the then value of said premises, or whether the same shall then be occupied by the owner of the equity of redemption as a homestead, appoint a receiver with power to manage and rent and to collect the rents, issues and profits of said premises during the pendency of such foreclosure suit and the statutory period of redemption, and such rents, issues and profits, when collected, may be applied before as well as after the sale, towards the payment of the indebtedness, costs, taxes, insurance or other items necessary for the protection and preservation of the property, including the expenses of such receivership or on any deficiency decree whether there be a decree therefor in personam or not, and a receiver shall be appointed he shall remain in possession until the expiration of the full period allowed by statute for redemption, whether there be redemption or not, and until the issuance of deed in case of sale, but it need not be issued, until the expiration of the statutory period during which it may be issued and no lease of said premises shall be nullified by the appointment or entry in possession of a receiver but he may elect to terminate any lease junior to the lien hereof.

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, that no waiver 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 neuter 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 upon the respective heirs, executors, administrators, successors and assigns of the Mortgagor, and the successors and assigns of the Mortgagee, and that the powers herein mentioned may be exercised as often as occasion therefor arises.

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 from sale under any order or decree foreclosing this mortgage, unless this mortgage, at the time of the execution hereof, covers any land which is improved with a dwelling for not more than four families or is given to secure a loan to be used, in whole or in part, to finance the construction of a dwelling for not more than four families or is used or intended to be used for agricultural purposes.

N The right is hereby reserved by the Mortgagee to make partial release or releases of the mortgaged premises hereunder without notice to, or the consent, approval or agreement of other parties in interest, including junior lienors, which partial release or releases shall not impair in any manner the validity of or priority of this mortgage on the mortgaged premises remaining, nor release any guarantor, co-signer, surety or endorser from personal liability for the indebtedness hereby secured.

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, either individually or as Trustee aforesaid, personally to pay the said note or any interest that may accrue 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 or security hereunder, and that so far as the undersigned, either individually or as Trustee aforesaid, or its successors, personally are concerned, the legal holder or holder 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, co-signer, surety, or endorser, if any.

IN WITNESS WHEREOF, the undersigned corporation, not personally but as Trustee as aforesaid, has caused these presents to be signed by its VICE President, and its corporate seal to be hereunto affixed and attested by its ASST.

Secretary, this 25TH day of JUNE, A.D. 19 90

LaSalle National Trust, N.A., Successor Trustee to
LaSalle National Bank, Successor Trustee to LaSalle
Bank Trust Corp. formerly known as NORTHBROOK TRUST AND SAVINGS BANK
As Trustee as aforesaid and not personally

ATTEST: ROSEMARY COLLINS BY [Signature]
ASST. Secretary VICE President

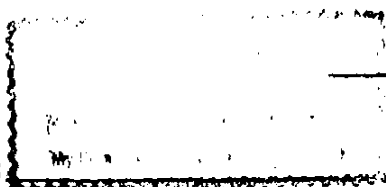
STATE OF ILLINOIS
COUNTY OF _____ } ss I, the undersigned, _____ a Notary Public in

and for said County, in the State aforesaid, DO HEREBY CERTIFY THAT

personally known to me to be the VICE President of NORTHBROOK TRUST AND SAVINGS BANK
a corporation, and ROSEMARY COLLINS personally known to me to be the ASST.

Secretary 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 25TH day of JUNE, A.D. 19 90



[Signature]
LaSalle Notary Public
Notary Public
Cook County, Illinois
Trust & Savings Bank

MY COMMISSION EXPIRES _____
THIS INSTRUMENT WAS PREPARED BY _____
OF CRABIN FEDERAL BANK FOR SAVINGS ASSOCIATION
5133 WEST FULLERTON AVENUE, CHICAGO, ILLINOIS 60639

COOK COUNTY, ILLINOIS
FILED FOR RECORD

1990 JUL 11 PM 1:25

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All easements, rents, profits and other interests in the property... shall be assigned and conveyed to the Mortgagee... All easements, rents, profits and other interests in the property...

In case the mortgagee or any part thereof shall be taken by condemnation... compensation shall be paid for any property taken or damaged...

The Mortgagee may employ counsel for advice or other legal services... The Mortgagee shall be bound to pay the principal of the loan...

That time is of the essence hereof and it shall be a condition... of this mortgage that the Mortgagee shall pay the principal...

That in the event the Mortgagee shall be taken by condemnation... compensation shall be paid for any property taken or damaged...

That if the interest hereon to secure payment of said note... shall be added to the amount of the mortgage...

That in case of failure to perform any of the covenants herein... the Mortgagee shall have the right to foreclose...

This mortgage contract shall be subject to the provisions... of the Supplemental Mortgage Contract...

The Mortgagee shall be bound to pay the principal of the loan... and interest thereon in accordance with the terms...

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