

(Corporate Trustee Form)

THIS INDENTURE WITNESSETTE That the undersigned

First National Bank and Trust Company of Evanston ARK FIRST BLINO'S BAHK of EVANSTON, N.A.

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 Documber 17, 1968 and known as trust number , hereinafter referred to as the Mortgagor, does hereby Mortgage and Warrant to R-1396

LIBERTY FEDERAL SAVINGS BANK

a corporation organized and existing under the laws of the United States of America, hereinafter referred to us the Mortgagee, the following real estate in the County of , in the State of Illinois, to wit:

The North 111 Feet of the West 27 Feet of Lot One (1) in Wilson and Dale's Subdivision of the North Half (1/2) of Block Twenty Six (26) in Winnetka, being Charles E. Peck's Subdivision of the North East Quarter (1/4) of Section Twenty (20) and the North Half (1/2) of Fractional Section Twenty One (21), Township Forty Two (42) North, Range Thirteen (13) East of the Third Principal Meridian, in PA & 818 Elm Street Winnett a, M. 60093 Cook Coulty, Illinois. Permanent Index Number: 05-20-212-002-0000

Together with all auditings, improvements, fixtures or appurtenances now or hereafter erected thereon or placed therein, including all apparatus, equipment, fixtures, or as feles, whether in single units or centrally controlled, used to supply hour, kas, air-conditioning, water, light, power, refrigeration, ventilation or other set sees, and any other thing now or hereafter therein or thereon, the furnishing of which by lessors to lessees is customary or appropriate; including as eets, window shades, storm doors and windows, floor coverings, screen doors, in-adoor beds, awnings, stores and water heaters tall of which are initiated 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 essements and no tents, issues and profits of said premises which are hereby pledged, assigned, transferred and set over unto the Mortgagee, whether now due as because the become due as provided herein. The Mortgagee is hereby subrogated to the rights of all mortgages, lienholders and owners paid of, by the proceeds of the loan hereby secured.

TO HAVE AND TO HOLD the sale property, with said buildings, improvements, fixtures appurtenances, apparatus and equipment, and with all the rights and privileges thereunto velonging unto said Mortgages forever, for the uses herein set forth, free from all rights and benefits under the homestead, exemption and valuation laws or any state, which said rights and benefits said Mortgagor does hereby release and waive.

and the balance to principal, until said indebtedness is paid in full.

(2) any advances made by the Mortgagee, at its option, t. th. 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 for gree secure advances on account of said original Note together with such additional advances, in a sum in excess of Two Hundred Twonty One Thousand and no follows (\$ 221,000.00), provided that, nothing herein contained shall be considered as it niting 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:

THE MORTGAGOR COVENANTS;

A (1) To pay said indebtedness and the interest thereon as herein and in 10%, note provided, or according to any agreement extending the time of payment thereof; (2) To pay when due and before any penalty attaches thereto, ** in xes, special taxes, special sasessments, water charges, and sewer service charges against said property (including those hereofore due), and to turn 3t Mortgage, upon request, duplicate receipts therefore, and all such items extended against said property shall be conclusively deemed valid for the ** or ose of this requirement; (1) To keep the improvements now or hereafter upon said premises insured against damage by fite, and such other insured, ** 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 inrectoure, until expiration of the period of redemption, for the full insurance policies shall remain will, the Mortgagee during said period or periods, and contain the usual clause satisfactory to the Mortgagee; such insurance policies shall remain will, the Mortgagee during said period or periods, and contain the usual clause satisfactory to the Mortgagee; such insurance policies shall remain will, the Mortgagee during said period or periods, and contain the usual clause satisfactory to the Mortgagee; such insurance policies shall remain will, the Mortgagee all period or periods, and contain the usual clause satisfactory to the Mortgagee; such insurance policies shall remain a will, the Mortgagee during said period or periods, and contain the usual clause satisfactory to the Mortgagee; such insurance premises, in the Mortgagee and said payable to the owner of the certificate of said.

The Mortgagee and the Mortgagee is authorized to adjust, collect and compromise, in its discretion. It claims thereunder and to be signed by the Mortgagee accounts and the Mortgagee is authorized to adjust, collect and compromise, in its

If in order to provide for the payment of taxes, assessments, insurance premiums and other annual charges upon the project vectaling this indebtedness, I provide to pay to the Mortgagee, a procata portion of the current year taxes upon the dibursement of the loan, and to pay monthly into a reserve excress fund to the Mortgagee a sum estimated by the Mortgagee to be equivalent to III and it follows the mount as is necessary to provide sufficient tands fol days prior to the due date of each installment to pay the previous year's general real state taxes and operal assessments. The total payment will be applied that to excuse their indicates, then to principal, Mortgagee she like to hold said lands for said taxes, assessments, insurance premiums and other charges upon the mortgaged premises in any manner Mortgagee selects, and may commingle the funds with other monies hold by Mortgagee. No carnings or interest shall be payable to mortgage or said funds. If the amount estimated to be sufficient to pay said stones not put stand stone account are hereby piedged to further secure this indebtedness. The Mortgagee is authorized to pay said stones as charged or billed without further inquiry, it is the responsibility of the mortgagen represent to the Mortgagee proper bills for payment of the alorestad teems. In lieu of the mortfage of the distance of the surface of the mortgagen to present to the Mortgagee proper bills for payment of the alorestad teems. In lieu of the mortfage of the distance of the surface of the surface of the surface of the control of the mortgage of the payable to mortfage or to present to the Mortgagee proper bills for payment of the alorestad teems. In lieu of the mortfage of the mortfage of the mortfage of the the Association in an amount of the states then one mortfallment of the annual real estate taxes and pay my own taxes directly prior to the penalty date. I then agree to formish the Association acrops of the receipted tax bills within thirty (10) days after the directness and the payable to

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 fathere to perform any of the covenants herein. Mortgages may do on Mortgagor's behalf everything so covenanted; that said hortgages may also do any act it may deem necessary to protect the lien hereof; that Mortgagor will repay upon demand any moneys paid or disbursed by Mortgages for any of the above purposes and such moneys togather with interest thereon as provided in the note secured by this mortgage shall become so much additional indebtedness secured by this mortgage with the same priority as the original indebtedness and may be included in any secree foreclosing this mortgage, and be paid out of the tents or proceeds of sale of said premises if not otherwise paid; that it shall not be obligatory upon the Mortgages 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 Mortgages to advance any moneys for any purpose not to do any act hereunder; and the Mortgages shall not incur any personal liabilities 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 stial 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.

LIBERTY FEDERAL SAVINGS BANK

any way affecting the hability of the Mutigagor hereinder or upon the ability overagint herein contained or in making any payment under said to color of this time exsent extends on the default be made in performance of any coveragint herein contained or in making any payment under said noted of highly of a proverting in hankrupity by or against the Morigagor, or if the Morigagor shall make an assignment for the benefit of his reeditions only improperty in placed under control of or in custody of an equation of the Morigagor shall make an assignment for the benefit of his property of the morigagor decempent of the morigagor ability of said property, or upon the sale or transfer of the morigagor decempent of the Morigagor and property, without the written resource of the Morigagor, or upon the said each of any tosker, enderser, in glarantice of the note secured hereby, of in the event of the filting of a sun in condemn all or a part of the said property, then and in one of said events, the Morigagor hereined and empowered, at its option and without affecting the left hereby created or the periods of said filter of the default he termedical by Morigagor, and such the payment of said morigagor indebitiones and indebitiones and indebitiones and the property or not such default he termedical by Morigagor, and any time of the morigagor, and any foreclosure a sale may be made in the premises on make althout offering the several parts separately.

it. That the Mortgagee may employ counsel for advice or other legal service at the Mortgagee's discretion in connection with and dispute as to the debt hereby secured or the here of this Instrument, or any lifigation to which the Mortgagee may be made a party on account of this iron in which may affect the title to the property securing the indebtedness hereby secured or which may affect said debt or tien and any reasonable attorney's ters so incurred shall be added to and he a part of the debt hereby secured. Any costs and expenses reasonably incurred in the foreclosure of this mortgage and said of the property securing the same and in connection with any other dispute or litigation affecting said debt in her, including reasonably estimated amounts to conclude the same and in connection with any other dispute or litigation affecting said debt in her, including reasonably estimated amounts to conclude the same and in connection with any other dispute or litigation affecting said debt in her, including reasonably estimated amounts to conclude it from paid shall be included in any defere or judgment as a part of said mortgage debt and shall included integrated in the interest the mortgage. In the event of a foreclosure said premises there shall first be paid out in the proceeds thereof all of the aforessail amounts, then the entire indebtedness whether due and payable by the terms bereaf or not and the interest due thereon up to the time of such said, and the payid when he obliged to see to the auptication of the proceeds.

I in ease the mortgagest property, or any part thereof, shall be taken by condemnation, the Mortgages is bereby empowaited to collect and receive all compensation which may be paid for any property taken or for damages to any property nor raken and all condemnation compensation so received which applied by the Mortgages as it may elect, to the immediate reduction of the indebtedness secured Feetby, it is the repair and restination of any property is allamaged, provided that any eacess one the amount of the indebtedness shall be delivered to the Mortgagor or his

I All easements, revis, usues and profits of said premises are pledged, assigned and transferred to the Mortgager, whether now due or hereafter to become die, under or journe of any lease or agreement for the use or occupancy of said property, or any part thereof, whether said lease of agreement is written of journel, and it is the intention hereof (at to pledge said rents, issues and profits on a parity with said real estate and not secondarily and such pledge shift in the rents, issues and profits on a parity with said real estate and not secondarily and such pledge shift rents in the rents in the default, either helper of after forteciosure sale, to enter upon and take invasion of manage, maintain and operate said premises, or any part thereof, makel leaves for term selected advantageous too); terminair or in all forestiting or future leases, collect said avaits, tents, issues and profits, regardless of when reamed, and use such premises, buy futuishings and equipment it therefor when it deems necessary, attebase adequate fire and extended coverage and other forms of insurance as may be deemed advisable and in general exercise all powers undinarily incident to absolute ownership, infrance or thorough the lease of the powers better in state), ancure which it len is bring to the lieu of any other endelstedness being a firm in the incidence compensation for useff; pay insurance premises, and all expenses of every unit, including attorney's fees, incurred in the exercise of the powers better agrees, and from time to independ new hordy special proposes, first on the interest and then on the principal of the indebtedness hereby vectored, before or after any decree of (occlosure, and on the defense; in the soft sale, if any, whether there he a decree in the premises and any all expenses of every unit, including attorney's fees, incurred in the exercise of the powers better any servertion, treded for the adoresaid purposes, first on the interest and then on the principal of the indebtedness hereby vectored, before o paragraph.

K. That upon the commencement of any foreclosure proceeding here willer, the court in which such ball is filed may at any time, either before or after sale, and without notice to the Mortgogor, or any party claiming under him, and without regard to the solvency of the Mortgogor or the then vasite 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 or with premises during the pendency of such foreclosists usual and the statutory period of redemption, and such rents, tasues and profits, when collected, if any the applied before as well as after the sale, towards the payment of the indebtedness, costs, tases, insurance or other items necessary for the protection of the property, including the expenses of such indebtedness, costs, tases, insurance or other items necessary for the protection of the property, including the expenses of such indepted by the appropriation of the full period allowed by statute for redemption, when he indepted 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.

I. That each right, power and remedy herein conferred upon the Mortgager is cumulative of every other right or remedy of the Mortgager, whether herein or by law conferred, and may be enforced concurrently therewith, that no waiver by the horts age of performance of any covenant herein or in said obligation contained shall thereafter in any manner affect the right of Mortgager 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 here to a shall include the feminine and the neuter and the singular number, as used herein, shall include the plural; that all right and obligations under this accurage shall extend to suph be binding upon the respective heirs, executors, administrators, successors and assigns of the Mortgagor, and the successors and assigns of the blortgager; and that the powers herein mentioned may be exercised as often as occasion therefor arises.

M. If the corporate trustee named herein is duly authorized to do so by the trust instrument or by any or son assing a power of direction over the trustee, and if the property hereby conveyed under this mortgage consists of a dwelling for five or more fi militate corporate trustee herein does hereby waive any and all rights of redemption from sale under any order or decree foreclosing this more gig.

N 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 land said undersigned hereby warrante that it possesses full power and authorit 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 here's withe said undersigned, either individually or as Trustee afectsaid, personally to pay the said note or any interest that may accrue thereon, or an indebtedness accruing hereunder, or to perform any covenant either express or implied herein contained, all such liability, if any, being expressly are ed by the Mortgagee and by every person now or hereafter claiming any right or security hereunder, and that so fat as the undersigned, either in an order of any indebtedness accruing hereunder shall look solely to the premises hereby conveyed for the payment thereof, by the enforcement of the lien beichy uner on on the manner herein and in said note provided or by action to enforce the personal liability of the guarantor, if any.

IN WITNESS WHEREOF, the undersigned corporation, not personally but as Trustee as aforesaid, has caused these presents to be signed by its

Financial Services Officen	President, and its corporate seal	to be hereunto affixed and attested by its Resistant Administration of EVANSTO First National Bank and Trust Co	Iratorservices.
ATTEST Assistant Administrator	Mock	As Trustee as aforesaid and not personally By Enencial Services Officer President	
STATE OF TELLINOIS	}- ss.	Eminion Services Officer	
COUNTY UF COOK)	i. An	lotary Public in

LORI R. REMIEN
HIST ILLINOIS BANK OF EVANSION... N. .. and for said County, in the State aforesaid, DO HEREBY CERTIEY THAT and personally known to me to be the Emancial Services Officency and personally known to me to be the Assistant Administration services of said encroration and personally known to me to be the Assistant Administration services of said encroration and personally known to me to be the Assistant Administration services of said encroration and personally known to me to be the Assistant Administration services of said encroration and personally known to me to be the Assistant Administration services of said encroration and personally known to me to be the Assistant Administration services of the said encroration and personal and the said encroration of the said encroration and the said encroration of the said encroration and the said encrora they signed and delivered the said instrument as Financial Convicos Offices Projection and Caused the corporate seal of said corporation and caused the corporate seal of said corporation to be affixed interest, pursuant to authority, given by the Botrd 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

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My Commission Expired

Notary Public, Cook County State of Illinois My Commission Expires 3-14-93

DAISY K. GREENSPAN

Notary Public

UNOFFICIAL COPY

RIDER

THIS MORTGAGE RIDER ("Rider") is made this 28th day of 1990, and to incorporated into and shall be deemed to amend and supplement a MORTGAGE in the amount of \$221,000.00 dated on even dato herowith, executed by the undereigned ("Borrower") to LIBERTY PEDERAL SAVINGS BANK ("Londer") accured by a Mortgage dated on even date herewith.

In addition to the agreements and provisions made in said Mortgago, sois Borrower and Londor Parther agree as follows:

WHEREAS, the property horeby convoyed under this mortgage will not be used by the mortgagors as their primary residence, and

WHEREAS, the mortgagor have purchased said property for business purposes, and

WHEREAS, andd property constate of a Two Story Commercial Building, with 2 stores on 1st floor, and 3 apartments on 2nd floor.

THEREFORE, the mortgagors do hereby wrive any and all rights of redemption from sule under any order or decree fersolesing this mortgage.

N. 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 tuch Trustee (and suit 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 vaid note contained shall be constructed and agreed that nothing herein or in vaid note or any interest that may active thereon, or any indebtedness accruing hereunder, or to perform any coverant either express of implied herein contained, all such liability, if any, I eing expressly waived by the Mortgagee aforesaid, or its successors, personally are concerned, the legal holder or holders of said note and the towner or or ness of any indebtedness accruing hereunder shall look solely to the premises hereby conveyed for the payment thereof, by the enforcement of the her nearby created in the manner herein and in said note provided or by action to enforce the personal liability of the guarantor, if any. herein and in said note provided or by action to enforce the personal fiability of the guarantor, if any

IN WITNESS WHEREOF, the undersigned corporation, not personally but as Trustee as aforesaid, has caused these plets as to be signed by its Financial Sorvices Officen - Provident, and its corporate seal to be hereunto affixed and attented by its Assistant Administrator Secretary. June

28th

A.D 19 90

nation 16 Caldiday and rule ton

As Trustne as aforesaid and not personally

Budstant Administrator

Eluancial Sarvices Officer

STATE OF Thinois COUNTY OF COOK

LORI R. REMIEN

A Notary Public in

and for said County, in the State aforesaid, DO HEREBY CERTIFY THAT personally known to me to be the

Eminicial Services Officen F personally known to me to be the

a corporation, and

SUSAN CO MOCK personally known to me to be the Assistant Administrature Secretary of said corporation and personally known to me to be the same persons where names are subscribed to the foregoing instrument, appeared before me this day in person Fintencial Services Officer President and Musistant Administrator and severally acknowledged that as such

they signed and delivered the said instrument as

Secretary of said corporation and caused the corporate seal of said of Bill film to be fitted thereto, pursuant to adhibite them to be of Directors of said corporation as their free and voluntary act, and as the free and voluntary act and deed of said corporation as the uses and purposes therein set forth. GIVEN under my hand and lintarial See this AL

My Commission Expires:

"35XT DAISY K. GREENSPAN

Natary-Public Gnat Coust State or Ullimia

My Commission Expires 3.14.9

Notary Public

UNOFFICIAL COPY

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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.

MAIL LIBERTY FEDERAL SAVINGS EANK

Olympia Clark's Organica

TO: 5700 N. Lincoln Avenue / Chicago, ill. 60659

This instrument was prepared by Thomas J. Carvey, Attorney for Liberty Federal Savings Bank, 5700 N. Lincoln Avo., Chicago, IL 60659