

90333818  
**UNOFFICIAL COPY**

**Mortgage**

(Corporate Trustee Form)

Loan No. 20-603621-4

14<sup>00</sup>

THIS INDENTURE WITNESSETH: That the undersigned

First National Bank and Trust Company of Evanston ~~and~~ FIRST ILLINOIS BANK 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 December 17, 1968 and known as trust number R-1396, hereinafter referred to as the Mortgage, does hereby Mortgage and Warrant to

**LIBERTY FEDERAL SAVINGS BANK**

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:

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 Cook County, Illinois.

Permanent Index Number: 05-20-212-002-0000

PA # 818 Elm Street Winnetka, IL 60093

Together with all buildings, improvements, fixtures or appurtenances now or hereafter erected thereon or placed thereon, 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 therein or thereon, the furnishing of which by lessors to lessees is customary or appropriate, including screens, window shades, storm doors and windows, floor coverings, screen doors, in-a-door beds, awnings, stoves 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 rights and benefits under the homestead, exemption and valuation laws of any state, which said rights and benefits said Mortgagee does hereby release and waive.

**TO SECURE**

(1) The payment of a Note executed by the Mortgagee to the order of the Mortgagee bearing even date herewith in the principal sum of Two Hundred Twenty One Thousand and no/100 Dollars (\$ 221,000.00 ), which Note, together with interest thereon as therein provided, is payable in monthly installments which payments are to be applied, first, to interest, and the balance to principal, until said indebtedness is paid in full.

(2) any advances made by the Mortgagee, at its option, 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 Two Hundred Twenty One Thousand and no/100 Dollars (\$ 221,000.00 ), provided that, nothing herein contained shall be considered as limiting the amounts that shall be secured hereby when advanced in protect the security or in accordance with covenants contained in the Mortgage.

(3) the performance of all of the covenants and obligations of the Mortgagee 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, or according to any agreement extending the time of payment thereof; (2) To pay when due and before any penalty attaches thereon, all taxes, special taxes, special assessments, water charges, and sewer service charges against said property (including those heretofore due), and to furnish the Mortgagee, upon request, duplicate receipts therefor, and all such liens extended against said property shall be conclusively deemed valid for the purpose of this requirement; (3) To keep the improvements now or hereafter upon said premises insured against damage by fire, and such other hazards, as 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 foreclosure, until expiration of the period of redemption, for the full insurable value thereof, in such companies, through such agents or brokers, and in such form as shall be satisfactory to the Mortgagee; such insurance policies shall remain in full force with the Mortgagee during said period or periods, and contain the usual clause satisfactory to the Mortgagee making them payable to the Mortgagee; and in case of foreclosure sale payable to the owner of the certificate of sale, owner of any deficiency, any receiver or redemptioner, or any grantee in foreclosure pursuant to foreclosure; and in case of loss under such policies, the Mortgagee is authorized to adjust, collect and compromise, in its discretion, all claims thereunder and to execute and deliver on behalf of the Mortgagee all necessary proofs of loss, receipts, vouchers, releases and acquittances required to be signed by the insurance companies, and the Mortgagee agrees to sign, upon demand, all receipts, vouchers and releases required of him to be signed by the Mortgagee for such purpose; and the Mortgagee is authorized to apply the proceeds of any insurance claim to the restoration of the property or upon the indebtedness hereby secured in its discretion, but monthly payments shall continue until said indebtedness is paid in full; (4) Immediately after destruction or damage, to commence and promptly complete the rebuilding or restoration of buildings and improvements now or hereafter on said premises, unless the Mortgagee elects to apply on the indebtedness secured hereby the proceeds of any insurance covering such destruction or damage; (5) To keep said premises in good condition and repair, without waste, and free from any mechanic's or other lien or claim of lien not expressly subordinated to the lien hereof; (6) Not to make, suffer or permit any unlawful use of or any nuisance to exist on said property nor to diminish or impair its value by any act or omission to act; (7) To comply with all requirements of law with respect to mortgaged premises and the use thereof, and not to make, suffer or permit, without the written permission of the Mortgagee being first had and obtained, (a) any use of the property for any purpose other than that for which it is now used, (b) any alterations of the improvements, apparatus, appurtenances, fixtures or equipment now or hereafter upon said property, (c) any purchase on 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 buildings or improvements on said property.

If in order to provide for the payment of taxes, assessments, insurance premiums and other annual charges upon the property securing this indebtedness, I promise to pay to the Mortgagee, a pro rata portion of the current year taxes upon the disbursement of the loan, and to pay monthly into a reserve escrow fund to the Mortgagee a sum estimated by the Mortgagee to be equivalent to 1/12th of such taxes or such amount as is necessary to provide sufficient funds 60 days prior to the due date of each installment to pay the previous year's general real estate taxes and special assessments. The total payment will be applied first to escrow, then to interest, then to principal. Mortgagee shall have the right to hold said funds 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 moneys held by Mortgagee. No earnings or interest shall be payable to mortgagee on said funds. If the amount estimated to be sufficient to pay said items is not sufficient, I promise to pay the difference upon demand. Such sums held in an escrow account are hereby pledged to further secure this indebtedness. The Mortgagee is authorized to pay said items as charged or billed without further inquiry. It is the responsibility of the mortgagee to present to the Mortgagee proper bills for payment of the aforesaid items. In lieu of the monthly tax payment, I may establish a pledged savings account with the Association in an amount not less than one installment of the annual real estate taxes and pay my own taxes directly prior to the penalty date. I then agree to furnish the Association a copy of the receipted tax bill within thirty (30) days after the due date.

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 failure to perform any of the covenants herein, Mortgagee may do on Mortgagee's behalf everything so covenanted; that said Mortgagee may also do any act it may deem necessary to protect the lien hereof; that Mortgagee will repay upon demand any moneys paid or disbursed by Mortgagee for any of the above purposes and such moneys together 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 decree foreclosing this mortgage and be paid out of the rents or proceeds of 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 as above authorized, but nothing herein contained shall be construed as requiring the Mortgagee to advance any moneys for any purpose not to do any act hereunder; and the Mortgagee 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 shall have been advanced to the Mortgagee 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.

MAIL LIBERTY FEDERAL SAVINGS BANK  
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 Ave., Chicago, IL 60659

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F. That in the event the ownership of said property... (Mortgagee's rights in case of default)

G. That this is of the essence hereof and if default be made in performance of any covenant herein... (Mortgagee's remedies)

H. That the Mortgagee may employ counsel for advice or other legal service at the Mortgagee's discretion... (Mortgagee's legal costs)

I. In case the mortgaged property, or any part thereof, shall be taken by condemnation... (Mortgagee's right to compensation)

J. All covenants, rents, issues and profits of said premises are pledged, assigned and transferred to the Mortgagee... (Mortgagee's powers and duties)

K. That upon the commencement of any foreclosure proceeding hereunder, the court in which such bill is filed... (Mortgagee's powers in foreclosure)

L. That each right, power and remedy herein conferred upon the Mortgagee is cumulative of every other right or remedy of the Mortgagee... (Cumulative rights)

M. If the corporate trustee named herein is duly authorized to do so by the trust instrument or by any person having a power of direction over the trustee... (Trustee's authority)

N. This mortgage is executed by the undersigned not personally but as Trustee as aforesaid... (Trustee's role)

IN WITNESS WHEREOF, the undersigned corporation, not personally but as Trustee as aforesaid, has caused these presents to be signed by its Financial Services Officer, President, and its corporate seal to be hereunto affixed and attested by its Assistant Administrator, Secretary.

this 28th day of June A.D. 1990

Mika FIRST ILLINOIS BANK OF EVANSTON, N.A. First National Bank and Trust Company of Evanston

ATTEST: Susan Mock Assistant Administrator, Secretary

BY: Financial Services Officer, President

STATE OF Illinois } ss. COUNTY OF Cook

and for said County, in the State aforesaid, DO HEREBY CERTIFY THAT personally known to me to be the SUSAN G. MOCK Financial Services Officer, President of the same person whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that as such Financial Services Officer, President and they signed and delivered the said instrument as 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.

LORI R. REMIEN A Notary Public in and for said County, in the State aforesaid, do hereby certify that I am personally known to me to be the SUSAN G. MOCK Financial Services Officer, President of the same person whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that as such Financial Services Officer, President and they signed and delivered the said instrument as 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 Notary Seal this 28th day of July A.D. 1990 DAISY K. GREENSPAN Notary Public, Cook County State of Illinois My Commission Expires 3-14-93

day of July A.D. 1990 Notary Public

90333818

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## RIDER

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

In addition to the agreements and provisions made in said Mortgage, both Borrower and Lender further agree as follows:

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

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

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

THEREFORE, the mortgagors do hereby waive any and all rights of redemption from sale under any order or decree foreclosing this mortgage.

*Ralph Lucchesi*  
Ralph Lucchesi

*Gloria Lucchesi*  
Gloria Lucchesi

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 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 the undersigned corporation, not personally but as Trustee as aforesaid, has caused these presents to be signed by its Financial Services Officer, *[Signature]*, and its corporate seal to be hereunto affixed and attested by its Assistant Administrator, *[Signature]*, Secretary, this 28th day of June, A.D. 19 90.

*[Signature]*  
First National Bank and Trust Company of Evanston  
As Trustee as aforesaid and not personally

ATTEST: *[Signature]*  
Assistant Administrator Secretary

BY: *[Signature]*  
President Financial Services Officer

STATE OF Illinois } ss.  
COUNTY OF Cook

I, **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 **SUSAN G. MOCK**, Financial Services Officer, President of a 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 they signed and delivered the said instrument as of said corporation and caused the corporate seal of said corporation to be affixed thereto, pursuant to authority granted 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 28th day of July, A.D. 1990  
**DAISY K. GREENSPAN**  
Notary Public, Cook County  
State of Illinois  
My Commission Expires 3-14-93

COOK COUNTY, ILLINOIS  
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... to the extent necessary to secure payment of said debt and obligation, provided the entire amount shall be paid and thereby the mortgage on 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 BANK  
TO: 5700 N. Lincoln Avenue / Chicago, Ill. 60659

This instrument was prepared by Thomas J. Garvey, Attorney for Liberty Federal Savings Bank, 5700 N. Lincoln Ave., Chicago, Ill. 60659