

UNOFFICIAL COPY

90349695

**BANK OF LYONS
LAND TRUST
MORTGAGE**

DEPARTMENT OF REVENUE
TAXPAYER'S NAME: Superior Bank F.S.B.
ADDRESS: 8601 W. Ogden Ave., Lyons, IL 60534
COUNTY: COOK

The above space for RECORDER'S USE ONLY

THIS INSTRUMENT, made July 12, 1990, Witnesseth, that the undersigned Superior Bank F.S.B. formerly Lyons Savings & Loan personally but as Trustee under the provisions of a Deed or Deeds, in Trust duly recorded and delivered to said Trustee in pursuance of a Trust Agreement dated Nov. 1, 1983

and known as its Trust No. 194, hereinafter referred to as the Mortgages, does hereby Convey and Mortgage to Bank of Lyons, Illinois banking corporation having an office and place of business in Lyons, Illinois, hereinafter referred

to as the Mortgagee, the following real estate situated in the County of Cook, State of Illinois, to wit The North 50 feet of Lot 1 in Block 7 in Richter's Ogden Gardens #2, Subdivision of the West half of the North West quarter of Section #2, Township 38 North, Range 12, East of the Third Principal Meridian, lying South of Ogden Avenue and North of the center line of Plainfield Road in Cook County, Illinois, ID#18-02-118-023-0000

TO HAVE AND TO HOLD the said property, with said Mortgage forever, for the uses and purposes herein set forth, free from all rights and benefits under the Homestead Exemption laws of the State of Illinois, which said rights and benefits said Mortgagee do hereby release and waive

This mortgage is given to secure: (1) The payment of certain indebtedness (payable to the order of the mortgagee, evidenced by the Mortgage Note of even date herewith in the Principal sum of Four thousand and no/100

Dollars (\$ 4,000.00) with a final payment due on Jan. 12, 1991 together with interest as follows, and all renewals, extensions, or modifications thereof.

- (1) Interest on the principal balance remaining from time to time unpaid shall be payable prior to maturity at the rate of _____ per cent per annum and after maturity at the rate of _____ per cent per annum.
- (2) Interest on the principal balance remaining from time to time unpaid shall be payable prior to maturity at the prime lending rate of The First National Bank of Chicago to its successors plus one (1.0) per cent per annum over the said prime lending rate, and after maturity, at the said prime lending rate plus three (3.0) per cent per annum over the said prime lending rate, provided however that said interest rate or rates shall be less than Nine (9.0) per cent per annum. Any increase or decrease of the rate of interest shall be effective as of the date of said prime lending rate change.

(2) Future Advances Upon request of Mortgagee, Lender, at Lender's option prior to release of this Mortgage, may make Future Advances to Mortgagee. Such Future Advances, with interest thereon, shall be secured by this mortgage when evidenced by promissory notes stating that said notes are secured hereby. At no time shall the principal amount of the indebtedness secured by this Mortgage, not including sums advanced in accordance herewith to protect the security of this mortgage, exceed the original amount of the Note plus US \$ 10,000.00

This mortgage consists of two pages. The covenants, conditions and provisions appearing on page 2 (the reverse side of this mortgage) are incorporated herein by reference and are a part hereof and shall be binding on the Mortgagee, their heirs, executors and assigns.

THIS MORTGAGE is executed by the undersigned trustee, not personally but as a Trustee as aforesaid, in the exercise of the power and authority conferred upon and vested in it as such Trustee, said Trustee, 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 Trustee 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 to security hereunder, and that so far as the said trustee personally is 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 or co-maker, if any.

IN WITNESS WHEREOF, the undersigned trustee not personally but as a Trustee as aforesaid, has caused these presents to be signed and its corporate seal to be hereunto affixed and attested to the day and year first above written.

Superior Bank F.S.B. As Trustee
as aforesaid and not personally.

By Maury J. Masch TRUST OFFICER
Attest Harold Gulow Asst. Trust Officer

90349695

Prepared By:
NANCY PATCHETT
8601 W. Ogden Ave.
Lyons, IL 60534-0000 CORPORATE SEAL

STATE OF ILLINOIS
COUNTY OF COOK
D. M. Page

"OFFICIAL SEAL"
Georgiana Straka
Notary Public, State of Illinois
My Commission Expires 7/8/91

I, the undersigned, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY that the above named officers of the Superior Bank F.S.B.

Grantor, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such officers 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 for the uses and purposes therein set forth, and the said officers then and there acknowledged that the said officers, as custodian of the corporate seal of said Company caused the corporate seal of said Company to be affixed to said instrument as said officers own free and voluntary act and as the free and voluntary act of said Company for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this 12 day of July, 19 90
Georgiana Straka
Notary Public

FOR THE RECORDER'S INDEX PURPOSES INSERT STREET ADDRESS OF ABOVE DESCRIBED PROPERTY HERE
4200 Rose Ave; Lyons, IL 60534

Place in Recorder's Box
No. _____

MAIL TO BANK OF LYONS
8601 W. OGDEN AVE
LYONS, IL 60534

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