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REAL ESTATE MORTGAGE

90358009

WITNESSETH, that NBD TRUST COMPANY OF ILLINOIS, AS SUCCESSOR TRUSTEE TO THE BANK AND TRUST COMPANY OF ARLINGTON HEIGHTS, A ILLINOIS CORPORATION AS TRUSTEE UNDER TRUST AGREEMENT DATED 4/25/75 County, State of Illinois, hereinafter referred to as KNOWN AS TRUST NUMBER 1099 -AH, AND NOT PERSONALLY, Mortgagee, does mortgage and convey unto TRANSAMERICA FINANCIAL SERVICES, INC., hereinafter referred to as Mortgagee, the following described Real Estate in the County of COOK, State of Illinois,

to wit:

LOTS 17 AND 18 IN BLOCK 7 IN MITCHELL'S ADDITION TO ARLINGTON HEIGHTS BEING A SUBDIVISION OF THE NORTHEAST ¼ OF THE NORTHEAST ¼ OF SECTION 30, TOWNSHIP 42 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

90358009

TAX NUMBER: 03-30-218-016

COMMONLY KNOWN AS: 813 MITCHELL, ARLINGTON HEIGHTS, ILLINOIS

together with all buildings and improvements, hereditaments, and appurtenances pertaining to the property above described, all of which is referred to hereinafter as the "premises".

TO HAVE AND TO HOLD the above-described premises unto the said Mortgagee forever, for the purposes and uses herein set forth.

FOR THE PURPOSE OF SECURING: (1) Performance of each agreement of Mortgagee contained herein; (2) Payment of the principal sum with interest, as provided in accordance with the terms and provisions of a Promissory Note dated JULY 20, 1990, herewith executed by Mortgagee and payable to the order of Mortgagee, in the principal sum of \$ 88,524.96; (3) Payment of any additional advances, with interest thereon, as may hereafter be loaned by Mortgagee to Mortgagee in a maximum sum of \$ 88,524.96; (4) The payment of any money that may be advanced by the Mortgagee to Mortgagee for any reason or to third parties, with interest thereon, where the amounts are advanced to protect the security or in accordance with the covenants of this Mortgage; (5) Any renewal, refinancing or extension of said promissory note, or any other agreement to pay which may be substituted therefor.

All payments made by Mortgagee on the obligation secured by this Mortgage shall be applied in the following order.

FIRST: To the payment of taxes and assessments that may be levied and assessed against said premises, insurance premiums, repairs, and all other charges and expenses agreed to be paid by the Mortgagee.

SECOND: To the payment of interest due on said loan.

THIRD: To the payment of principal, until said indebtedness is paid in full.

TO PROTECT THE SECURITY HEREOF, MORTGAGOR COVENANTS AND AGREES: (1) to keep said premises insured against loss by fire and other hazards, casualty and contingencies up to the full value of all improvements in such amounts, and in such companies as Mortgagee may from time to time approve, and that loss proceeds (less expense of collection) shall, at Mortgagee's option, be applied on said indebtedness. In event of loss Mortgagee will give immediate notice by mail to the Mortgagee, who may make proof of loss if not made promptly by Mortgagee, and each insurance company concerned is hereby authorized and directed to make payment for such loss directly to the Mortgagee instead of to the Mortgagee; (2) To pay all taxes and special assessments of any kind that have been or may be levied or assessed upon said premises, and to deliver to Mortgagee, upon request of the Mortgagee, the official receipt showing payment of all such taxes and assessments; (3) In the event of default by Mortgagee under Paragraphs 1 or 2 above, Mortgagee, at its option, may (a) place and keep such insurance above provided for in force throughout the life of this Mortgage and pay the reasonable premiums and charges therefor;

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Property of Cook County

903580C9

MAIL TO: 1001 JAMES EARL RAY CENTER
SPRINGFIELD, ILLINOIS 62762
FEDERAL BUREAU OF INVESTIGATION
U.S. DEPARTMENT OF JUSTICE
600 SOUTH MICHIGAN STREET
SPRINGFIELD, ILLINOIS 62762
600 SOUTH MICHIGAN STREET
SPRINGFIELD, ILLINOIS 62762

MORTGAGE

From: _____

To: **TRANSAMERICA FINANCIAL SERVICES, INC.**

County of _____ Illinois

DOC. NO. _____

Filed for Record in the Recorder's Office _____

of _____ County, Illinois, on the day of _____ A. D. 19 _____

at _____ o'clock m., and duly recorded _____ of _____

in Book _____ page _____

Clerk.

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(8) Should Mortgagor sell, convey, transfer or dispose of, or further encumber said property, or any part thereof, without the written consent of Mortgagee being first had and obtained, then Mortgagee shall have the right, at its option, to declare all sums secured hereby forthwith due and payable.

(9) All Mortgagors shall be jointly and severally liable for fulfillment of their covenants and agreements herein contained, and all provisions of this Mortgage shall inure to and be binding upon the heirs, executors, administrators, successors, grantees, lessees and assigns of the parties hereto respectively. Any reference in this Mortgage of the singular shall be construed as plural where appropriate.

(10) Invalidity or unenforceability of any provisions herein shall not affect the validity and enforceability of any other provisions.

(11) Should said property or any part thereof be taken by reason of condemnation proceeding, Mortgagee shall be entitled to all compensation, awards, other payments therefor and apply the same on said indebtedness.

(12) If any of the undersigned is a married woman, she represents and warrants that this instrument has been executed in her behalf, and for her sole and separate use and benefit and that she has not executed the same as surety for another, but that she is the Borrower hereunder.

(13) Each of us, whether Principal, Surety, Guarantor, Endorser, or other party hereto, hereby waives and renounces, each for himself and family, any and all homestead or exemption rights either of us have under or by virtue of the Constitution or Laws of any State, or of the United States, as against this debt or any renewal thereof; and any security agreement taken to secure this note or any renewal thereof; and the undersigned, and each Surety, Endorser, Guarantor, or other party to this note, transfers, conveys and assigns to the Holder hereof, a sufficient amount of any homestead or exemption that may be allowed to the undersigned, or either of them, including such homestead or exemption as may be set apart in bankruptcy, to the extent permitted by law.

(14) This Mortgage shall be construed according to the laws of the State of Illinois.

(15) THIS MORTGAGE IS BEING EXECUTED BY NBD TRUST COMPANY OF ILLINOIS, NOT PERSONALLY BUT, AS TRUSTEE UNDER A TRUST AGREEMENT DATED DATE OF MORTGAGE APRIL 25, 1975, KNOWN AS TRUST NUMBER 1099.

JULY 20, 1990

WITNESS the hand and seal of the Mortgagor, the day and year first written.

NBD TRUST COMPANY OF ILLINOIS, as Successor Trustee to THE BANK & TRUST COMPANY OF ARLINGTON HEIGHTS, T/U/T #1099-AP, AND NOT PERSONALLY.

(SEAL)

(SEAL)

WITNESSES:

Peter Jung

(SEAL)

Lawrence J. Johnson

(SEAL)

Trust Officer

Vice President & Trust Officer

STATE OF ILLINOIS

COUNTY OF _____

ss:

I,

, a notary public, in and for the county and State aforesaid,

Do hereby Certify That

and

, his wife, 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 acknowledged that they signed, sealed and delivered the said instrument as their

free and voluntary act for the uses and purposes therein set forth, including the release and waiver of

all rights under any homestead, exemption and valuation laws.

GIVEN under my hand and Notarial Seal this _____ day

, A.D. 19 .

NOTARY PUBLIC

SEE TRUSTEE'S BOOK #11

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(7) By accepting payment of any sum accrued hereby after its due date, Mortgagee does not waive its right either to require prompt payment when due of all other sums so secured or to declare default for failure so to pay. If Mortgagee shall pay said Promissory Note at the time and in the manner aforesaid and shall abide by, comply with, and duly perform all the covenants and agreements herein, then this conveyance shall be null and void.

(6) If Mortgagee shall pay said note at the time and in the manner aforesaid and shall abide by, comply with, and duly perform all the covenants and agreements herein, then Mortgagee will, within thirty (30) days after written demand therefor by Mortgagee, execute a release or satisfaction of this mortgage, and Mortgagee hereby waives the benefits of all statutes or laws which require the earlier execution or delivery of such release or satisfaction by Mortgagee, if permitted by law.

(5) Each of the undersigned hereby waives the right to claim any damage for trespass, injury or any tort occasioned by or resulting from the exercise by the Holder of the rights given hereunder or any attempt to exercise any other right the Holder is herein granted, or any other right that the Holder has or may have, to the extent permitted by law.

(4) Whenever, by the terms of this instrument or of said Promissory Note, Mortgagee is given any option, such option may be exercised when the right accrues or at any time thereafter, and no acceptance by Mortgagee of payment of indebtedness in default shall constitute a waiver of any default then existing and continuing or thereafter accruing.

(3) Mortgagee shall be subrogated to the lien of any and all prior encumbrances, liens or charges paid and discharged from the proceeds of the loan hereby secured, and even though said prior liens have been released or record, the repayment of said indebtedness shall be secured by such liens on the portions of said premises affected thereby to the extent of such payments, respectively.

(2) In the event said premises are sold at a foreclosure sale, Mortgagee shall be liable for any deficiency remaining after sale of the premises if permitted by law, and application of the proceeds of said sale to the indebtedness secured and to the expense of foreclosure, including Mortgagee's reasonable attorney's fees and legal expenses if allowed by law.

pursuant to this mortgage, costs of suit, and costs of sale, if permitted by law.

amount of the indebtedness and interest thereon, including reasonable attorney's fees, any amounts advanced and such complaint may be presented to judgment and execution and sale for the collection of the whole and event the Mortgagee shall have the right immediately to foreclose this mortgage by complaint for that purpose, application of the Mortgagee, or any other person who may be entitled to the monies due thereon. In such Promissory Note secured hereby shall immediately become due and payable at the option of the Mortgagee, on the in the premises, then all sums owing by the Mortgagee to the Mortgagee under this Mortgage or under the Mortgage, or should any action or proceeding be filed in any court to enforce any lien on, claim against or interest on any other advance or obligation which may be secured hereby as the same may hereafter become due, or upon default in performance of any agreement hereunder, or upon sale or other disposition of the premises by Mortgagee, or should any action or proceeding be filed in any court to enforce any lien on, claim against or interest in the premises, then all sums owing by the Mortgagee to the Mortgagee under this Mortgage or under the Promissory Note secured hereby shall immediately become due and payable at the option of the Mortgagee, on the application of the Mortgagee, or any other person who may be entitled to the monies due thereon. In such event the Mortgagee shall have the right immediately to foreclose this mortgage by complaint for that purpose, and such complaint may be presented to judgment and execution and sale for the collection of the whole amount of the indebtedness and interest thereon, including reasonable attorney's fees, any amounts advanced pursuant to this mortgage, costs of suit, and costs of sale, if permitted by law.

IT IS MUTUALLY AGREED THAT: (1) If the Mortgagee shall fail to pay installments on said Promissory Note or

against the lawful claims of any and all persons whatsoever.

this Mortgage: (7) That he does hereby forever warrant and will forever defend the title and possession thereof released from the lien hereof, without releasing or affecting the personal liability of any person or the priority of thereof, may be extended or renewed, and any portions of the premises herein described may, without notice, be Note and this Mortgage: (6) That the time of payment of the indebtedness hereby secured, or of any portion indebtedness secured hereby, and perform all other obligations in full compliance with the terms of said Promissory due, all claims for labor performed and materials furnished therefor: (5) That he will pay, promptly the a good and workmanlike manner any buildings which may be damaged or destroyed thereon, and to pay, when the purpose of inspecting the premises; not to remove or demolish any building thereon; to restore promptly and in hereafter erected in good condition and repair, not to commit or suffer any waste or any use of said premises contrary to restrictions of record or contrary to law, and to permit Mortgagee to enter at all reasonable times for and payable by Mortgagee to Mortgagee: (4) To keep the buildings and other improvements now existing or disbursements shall be deemed a part of the indebtedness secured by this Mortgage and shall be immediately due (b) pay all said taxes and assessments without determining the validity thereof; and (c) pay such liens and all such

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NOTARY PUBLIC'S OFFICE

ACHED HERETO AND MADE A PART HEREOF 90378009

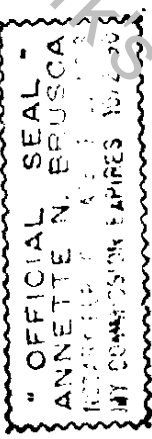
Property

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STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I, Annette N. Brusca, a Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY THAT Lawrence J. Kolman Vice President & Trust Officer of NBD TRUST COMPANY OF ILLINOIS, THE BANK & TRUST COMPANY OF ARLINGTON HEIGHTS, and Peter J. King ~~Trust Officer of said Trust Company~~, as Successor Trustee to be the same persons whose names are subscribed to the foregoing instrument as such Vice President & Trust Officer and ~~Assistant Trust Officer~~ Trust Officer, 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 Trust Company for the uses and purposes therein set forth; and the said ~~Assistant~~ Assistant of the Corporate Seal of said Trust Company, ~~did~~ did affix said Corporate Seal of said Trust Company to said instrument as his own free and voluntary act and as the free and voluntary act of said Trust Company, for the uses and purposes therein set forth.

GIVEN, under my hand and Notarial Seal, this 23rd day of July 1990.



Annette N. Brusca
Notary Public

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RIDER ATTACHED TO AND MADE A PART OF TRUST DEED OR MORTGAGE
DATED JULY 20, 1990 UNDER TRUST NO. 1099-AH

THIS MORTGAGE OR TRUST DEED in the nature of a mortgage is executed by NBD TRUST COMPANY OF ILLINOIS, as Successor Trustee to THE BANK & TRUST COMPANY OF ARLINGTON HEIGHTS, not personally but as Trustee under Trust No. 1099-AH COMPANY OF ILLINOIS, as Successor Trustee to THE BANK & TRUST COMPANY OF ARLINGTON HEIGHTS hereby warrants that it possesses full power and authority to execute this instrument) and it is expressly understood and agreed that nothing contained herein or in the Note or in any other instrument given to evidence the indebtedness secured hereby shall be construed as creating any liability on the part of said Mortgagee or Grantor, or on said NBD TRUST COMPANY OF ILLINOIS, as Successor Trustee to THE BANK & TRUST COMPANY OF ARLINGTON HEIGHTS 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 hereby expressly waived by the Mortgagee or Trustee under said Trust Deed, the legal owner(s) or holder(s) of said Note, and by every person now or hereafter claiming any right or security hereunder; and that so far as the Mortgagee or Grantor and said NBD TRUST COMPANY OF ILLINOIS as Successor Trustee to THE BANK & TRUST COMPANY OF ARLINGTON HEIGHTS 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 mortgaged or 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 guarantors, if any. All the covenants and conditions to be performed hereunder by NBD TRUST COMPANY OF ILLINOIS as Successor Trustee to THE BANK & TRUST COMPANY OF ARLINGTON HEIGHTS are undertaken by it solely as Trustee as aforesaid and not individually, and no personal or individual liability shall be asserted or enforceable against NBD TRUST COMPANY OF ILLINOIS as Successor Trustee to THE BANK & TRUST COMPANY OF ARLINGTON HEIGHTS by reason of any of the covenants, stipulations, representations, indemnifications or warranties expressed or implied herein contained in this instrument.

It is expressly understood and agreed by every person, firm or corporation claiming any interest under this document that NBD TRUST COMPANY OF ILLINOIS, as Successor Trustee to THE BANK & TRUST COMPANY OF ARLINGTON HEIGHTS, shall have no liability, contingent or otherwise, arising out of, or in any way related to, (i) the presence, disposal, release or threatened release of any hazardous materials on, over, under, from, or affecting the property or the soil, water, vegetation, buildings, personal property, persons or animals thereof; (ii) any personal injury (including wrongful death) or property damage (real or personal) arising out of or related to such hazardous materials; (iii) any lawsuit brought or threatened, settlement reached or government order relating to such hazardous materials; and/or (iv) any violation of laws, orders, regulations, requirements, or demands of government authorities, or any policies or requirements of the trustee which are based upon or in any way related to such hazardous materials including, without limitation, attorneys and consultants' fees, investigation and laboratory fees, court costs, and litigation expenses.

In the event of any conflict between the provisions of this exculpatory rider and the provisions of the document to which it is attached, the provisions of this rider shall govern.