

UNOFFICIAL COPY

COOK COUNTY, ILLINOIS
FIELD FOR RECORD

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First National Bank of Lincolnshire
Land Trust
Mortgage

Prepared by:
Maggie Naughton
One Marriott Drive
Lincolnshire, IL 60069

The above space for RECORDER'S USE ONLY

THIS INSTRUMENT made August 2, 1990 Witnesseth, that the undersigned
American National Bank & Trust of Chicago not 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 7/25/90
and known as its Trust Number 112394-07, hereinafter referred to as the Mortgages (does hereby Convey and Mort-
gage to First National Bank of Lincolnshire, a National Banking Association, having an office and place of business in Lincolnshire
Illinois, hereinafter referred to as the Mortgagee, the following real estate situated in the County of Cook State of Illinois to-wit

LOT "A" IN THE PLAT OF CONSOLIDATION OF LOTS 24, 25, AND 26 IN BLOCK 7
IN THOMAS P. GREY'S MAIN STREET ADDITION TO EVANSTON, A SUBDIVISION OF THE WEST 1/3 OF THE
SOUTH 1/2 OF THE NORTH WEST 1/4 OF SECTION 24, TOWNSHIP 41 NORTH, RANGE 13 EAST OF THE THIRD
PRINCIPAL MERIDIAN, COOK COUNTY, ILLINOIS, ACCORDING TO THE PLAT THEREOF RECORDED
AUGUST 1990 IN COOK COUNTY, ILLINOIS

TO HAVE AND TO HOLD the said property unto said Mortgagee 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
herely release and waive

This mortgage is given to secure: (1) The payment of a certain indebtedness payable to the order of the mortgagee, evidenced by the
Mortgagee's Note of even date herewith in the Principal sum of ONE HUNDRED THIRTY THOUSAND AND NO/100 ---

Dollars (\$ 130,000.00) with a final payment due on 8/1/95 together with interest as follows, and
all renewals, extensions, or modifications thereof.

X28 Interest on the principal balance remaining from time to time unpaid shall be payable prior to maturity at the rate of 10.50
per cent per annum and after maturity at the rate of 15.50 per cent per annum

(1) Interest on the principal balance remaining from time to time unpaid shall be payable prior to maturity at the prime lending rate
of _____ for its successors plus _____ per cent per
annum over the said prime lending rate and after maturity at the said prime lending rate plus _____ per cent per annum

over the said prime lending rate provided however that said interest rate in no event shall be less than _____ 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's Lender at Lender's option prior to the lease of this Mortgage may make Future
Advances to Mortgagee. Such Future Advances with interest thereon shall be secured by this Mortgage when evidenced by promisor
notes stating that said notes are secured hereby. At no time shall the principal amount of any 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 \$ THIRTY

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, successors 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 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 thereon, or any indebtedness
secured 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 to the said trustee
personally is concerned the legal holder of said note and the owner or owners of any indebtedness secured 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.

AMERICAN NATIONAL BANK & TRUST OF CHICAGO,
as aforesaid and not personally

CORPORATE SEAL

By _____ TRUST OFFICER
Attest _____ Asst. Sec'y

STATE OF ILLINOIS
COUNTY OF COOK } SS

I, the undersigned, a Notary Public in and for the County and State aforesaid, DO HEREBY
CERTIFY that the above named officers of American National Bank and Trust Company of Chicago

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 volun-
tary 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
at said officers' own free and voluntary act and as the free and voluntary act of said Com-
pany for the uses and purposes therein set forth

Given under my hand and Notarial Seal this AUG 02 1990 day of

L. M. Savienski
Notary Public

Notarial Seal
"OFFICIAL SEAL"
L. M. Savienski
Notary Public State of Illinois
My Commission Expires 6/2/1992

BOX 333 - GG

FOR THE RECORDER'S INDEX PURPOSES INSERT STREET ADDRESS OF ABOVE DESCRIBED PROPERTY HERE

First NATIONAL Bank of Lincolnshire One Marriott Drive Reference Cohanin (KJB)

Place in Recorder's Box

or MAIL TO Lincolnshire, IL 60069

No.

PIN: 18-24-119-033

PROP: 2425 W MAIN ST. - EVANSTON, IL

13.00

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1 Mortgagee shall (1) promptly repair, restore or rebuild any buildings or improvements now or hereafter on the premises which may be damaged or destroyed. (2) keep said premises in good condition and repair, without waste, and free from mechanics' or other liens or claims for lien not expressly subordinated to the lien hereof. (3) pay within due time any indebtedness which may be secured by a lien or charge on the premises superior to the lien hereof, and upon request exhibit satisfactory evidence of the discharge of such prior lien to the Mortgagee. (4) complete within a reasonable time any building or buildings now or at any time in process of erection upon said premises. (5) comply with all requirements of law or municipal ordinances with respect to the premises and the use thereof. (6) make no material alterations in said premises except as required by law or municipal ordinance.

2 Mortgagee shall pay before any penalty attaches all general taxes, and shall pay special taxes, special assessments, water charges, sewer service charges, and other charges against the premises when due, and shall, upon written request, furnish to the Mortgagee duplicate receipts therefor. To prevent default hereunder Mortgagee shall pay in full under protest, in the manner provided by statute, any tax or assessment which Mortgagee may desire to contest.

3 In the event of the enactment after this date of any law of Illinois deducting from the value of land for the purpose of taxation any lien thereon, or imposing upon the Mortgagee the payment of the whole or any part of the taxes or assessments or charges or liens herein required to be paid by Mortgagee, or changing in any way the laws relating to the taxation of mortgages or debts secured hereby or the Mortgagee's interest in the property, or the manner of collection of taxes, or so to affect this mortgage or the debt secured hereby or the Mortgagee's interest in the property, the Mortgagee, upon demand by the Mortgagee, shall pay such taxes or assessments or charges or liens thereon, then and in any such event, the Mortgagee, provided, however, that if in the opinion of counsel for the Mortgagee (a) it might be unlawful to reimburse the Mortgagee therefor, or (b) the making of such payment might result in the imposition of interest beyond the maximum amount permitted by law, then and in such event, the Mortgagee may elect, by notice in writing given to the Mortgagee, to declare all of the indebtedness secured hereby to be and become due and payable sixty (60) days from the giving of such notice.

4 If, by the laws of the United States of America or of any state having jurisdiction in the premises, any tax is due or becomes due in respect of the issuance of the note hereby secured, the Mortgagee covenants and agrees to pay such tax in the manner required by any such law. The Mortgagee further covenants to hold harmless and agree to indemnify the Mortgagee, and the Mortgagee's successors or assigns, against any liability incurred by reason of the imposition of any tax on the issuance of the note secured hereby.

5 The Mortgagee hereby waives any and all rights of redemption from sale under any order or decree of foreclosure of this Mortgage on its own behalf and on behalf of each and every person, except decedent or judgment creditors of the mortgagor, acquiring any interest in or title to the premises subsequent to the date of this Mortgage. This paragraph is operative where allowed by Illinois Statutes.

6 Mortgagee shall keep all buildings and improvements now or hereafter situated on said premises insured against loss or damage by fire, lightning and windstorm and other policies providing for payment by the insurance company of moneys sufficient either to pay the cost of replacing or repairing the same or to pay in full the indebtedness secured hereby, all in compliance satisfactory to the Mortgagee, and shall deliver renewal policies not less than ten days prior to the respective dates of expiration.

7 In case of default in the Mortgagee may, but need not, make any payment or perform any act hereinafter required of Mortgagee in any form and manner deemed expedient, and may, but need not, make full or partial payments of principal or interest on prior encumbrances, if any, and purchase, discharge, compromise or settle any tax lien or other prior lien or title or claim thereon, or redeem from any tax sale or foreclosure and premises and interest, including all attorney's fees, and any other moneys advanced by Mortgagee to protect the mortgaged premises and the lien hereof, shall be so much additional indebtedness secured hereby and shall become immediately due and payable without notice and with interest thereon at the post maturity rate of the note hereby secured. Induction of Mortgagee shall never be considered as a waiver of any right accruing to the Mortgagee on account of any default hereunder on the part of the Mortgagee.

8 The Mortgagee making any payment, hereby authorized relating to taxes or assessments, may do so according to any bill, statement or estimate procured from the appropriate public office without inquiry into the accuracy of such bill, statement or estimate or into the validity of any tax, assessment, sale, foreclosure, lien or title or claim thereon.

9 Mortgagee shall pay each item of indebtedness herein mentioned, both principal and interest, when due according to the terms hereof. At the option of the Mortgagee, all unpaid indebtedness secured by this mortgage shall, notwithstanding the fact that the principal or interest on this mortgage or on any other mortgage or on any other indebtedness secured by this mortgage, when due according to the terms hereof, become due and payable (a) immediately in the case of default in making payment of any installment of principal or interest on the note, or (b) when default shall occur and continue for three days in the performance of any other agreement of the Mortgagee herein contained.

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NOTICE: THIS DOCUMENT CONTAINS NEITHER RECOMMENDATIONS NOR WARRANTIES OF ANY KIND, EITHER EXPRESSED OR IMPLIED, BY THE HOLDER OF THIS INSTRUMENT. THE HOLDER SHALL BE RESPONSIBLE FOR OBTAINING NECESSARY LEGAL COUNSEL.