



FIRST NATIONAL BANK OF EVERGREEN PARK
3101 W. 95TH STREET
EVERGREEN PARK, IL 60642

COMMERCIAL MORTGAGE \$ 16.00

THIS MORTGAGE made this 5TH day of AUGUST, 1991 between FIRST NAT'L BANK OF EVERGREEN PARK U/T/A 03/16/90 A/K/A TRM 11147 (hereinafter referred to as "Mortgagor") and the FIRST NATIONAL BANK OF EVERGREEN PARK, WHICH IS ORGANIZED AND EXISTING UNDER THE LAWS OF THE UNITED STATES OF AMERICA, AND WHOSE ADDRESS IS 3101 W. 95TH STREET, EVERGREEN PARK, IL 60642 (hereinafter referred to as "Mortgagee").

WHEREAS, Mortgagor is indebted to Mortgagee in the principal sum of SIX HUNDRED THOUSAND AND NO/100\*\*\*\*\* Dollars (\$ 600000.00), which indebtedness is evidenced by Mortgagor's Note dated AUGUST 5TH, 1991, (hereinafter referred to as the "Note"), which Note provides for monthly installments of principal and interest of FIVE THOUSAND FIVE HUNDRED FIFTY-EIGHT AND 30/100 on the 20TH day of each month commencing with SEPTEMBER 20TH, 1991 until the Note is fully paid with the balance of the indebtedness, if not sooner paid, due and payable on AUGUST 20TH, 2016.

NOW, THEREFORE, the Mortgagor, to secure the payment of this Note with interest thereon, the payment of all other sums with interest thereon advanced in accordance herewith to protect the security of this Mortgage, and the performance of the covenants and agreements of the Mortgagor herein contained the Mortgagor does hereby mortgage, grant and convey to Mortgagee the following described real estate located in the County of COOK, State of Illinois.

LOT 1 AND THE EAST 25 FEET OF THAT PART OF LOT 2 (LYING NORTH OF THE NORTH LINE OF 120TH STREET) IN ALSPH INDUSTRIAL PARTNERS, BEING A SUBDIVISION OF THE NORTHEAST 1/4 OF SECTION 29, TOWNSHIP 37 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, AS PER PLAT RECORDED IN THE OFFICE OF THE RECORDER OF DEEDS OF COOK COUNTY, ILLINOIS, ON SEPTEMBER 29, 1989 AS DOCUMENT NUMBER 89,462,518, IN COOK COUNTY, ILLINOIS.

391 AUG -8 AM 9:54

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PERMANENT TAX IDENTIFICATION # 24-29-201-06 & 24-29-201-017

Which real estate has the address of 5600 WEST 120TH STREET, ALSPH, IL 60658 and which, with the property herein described, is referred to herein as the "Premises".

TOGETHER with all improvements, tenements, easements, fixtures, and appurtenances thereto belonging, and all rents, issues and profits thereof for so long and during all such time as Mortgagor may be entitled thereto (which are pledged primarily and on a parity with said real estate and not secondarily), and all fixtures, apparatus, equipment or articles now or hereafter thereon or thereon used to supply heat, gas, air conditioning, water, light, power, sprinkler protection, waste removal, refrigeration (whether single units or centrally controlled), and ventilation, including (without restricting the foregoing); all fixtures, apparatus, equipment and articles, other than such as constitute trade fixtures used in the operation of any business conducted upon the Premises as distinguished from fixtures which related to the use, occupancy and enjoyment of the Premises, it being understood that the enumeration of any specific articles of property shall in no way exclude or be held to exclude any items of property not specifically mentioned. All of the land, estate and property hereinabove described, real, personal and mixed, whether affixed or unaffixed or not (except where otherwise hereinabove specified) and all rights hereby conveyed and mortgaged are intended so to be as a unit and are hereby understood, agreed and declared to form a part and parcel of the real estate and to be appropriated to the use of the real estate, and shall be for the purposes of this Mortgage to be deemed to be real estate and conveyed and mortgaged hereby.

Mortgagor covenants that Mortgagor is lawfully seized of the real estate hereby conveyed and has the right to mortgage, grant and convey the Premises, that the Premises is unencumbered and that Mortgagor will warrant and defend generally the title to the Premises against all claims and demands, subject to any declarations, easements or restrictions listed in a schedule of exceptions to coverage in any fire insurance policy insuring Mortgagor's interest in the Premises.

IT IS FURTHER UNDERSTOOD THAT:

- 1. Mortgagor shall promptly pay when due the principal of and interest on the indebtedness evidenced by the Note, prepayment and late charges as provided in the Note, and the principal of and interest on any future advances secured by this Mortgage.
2. In addition, the Mortgagor shall:
(a) Promptly repair, restore or rebuild any improvement now or hereafter on the property which may become damaged or destroyed.
(b) Pay immediately when due and payable all general taxes, special taxes, special assessments, water charges, sewer service charges and other taxes and charges against the property, including those heretofore due, (the monthly payments provided in the Note in anticipation of such taxes and charges to be applied thereto), and to furnish the Mortgagee, upon request, with the original or duplicate receipts therefor, and all such items extended against said property shall be conclusively deemed valid for the purpose of this requirement.
(c) Keep the improvements now existing or hereafter erected on the property insured against loss or damage by fire, lightning, wind storm or such other hazards, as the Mortgagee may reasonably require to be insured against under policies providing for payment by the insurance companies of monies sufficient either to pay the cost of replacing or repairing the same or to pay in full the indebtedness secured hereby, in such companies through such agents or brokers and in such form as shall be satisfactory to the Mortgagee, until said indebtedness is fully paid, or in the case of foreclosure, until expiration of the period of redemption; such insurance policies, including additional and renewal policies shall be delivered to and kept by the Mortgagee and shall contain a clause satisfactory to the Mortgagee making them payable to the Mortgagee, as its interest may appear, and in case of loss under such policies, the Mortgagee is authorized to adjust, collect and compromise, in its discretion, all claims thereunder and the Mortgagor agrees to sign, upon demand, all receipts, vouchers and releases required of him by the insurance companies; application by the Mortgagee of any of the proceeds of such insurance to the indebtedness hereby secured shall not excuse the Mortgagor from making all monthly payments until the indebtedness is paid in full. In the event of a loss, Mortgagor shall give prompt notice to the insurance carrier and Mortgagee.

This instrument was prepared by CENTRAL MORTGAGE PROCESSING UNIT FOR THE EVERGREEN BANKS c/o BANK OF AMERICA FIRST NATIONAL BANK OF EVERGREEN PARK 3101 WEST 95TH STREET EVERGREEN PARK, IL 60642

BOX 15

91400762

Property of Cook County Clerk's Office

Box \_\_\_\_\_

**MORTGAGE**

TO \_\_\_\_\_

FIRST NATIONAL BANK OF EVERGREEN PARK  
3101 WEST 95TH STREET  
EVERGREEN PARK, IL 60642

MAIL TO:

CENTRAL MORTGAGE PROCESSING UNIT  
c/o ~~CENTRAL MORTGAGE PROCESSING UNIT~~ FIRST NATIONAL BANK OF EVERGREEN PARK  
~~3101 WEST 95TH STREET~~ 3101 WEST 95TH STREET  
~~EVERGREEN PARK, IL 60642~~ EVERGREEN PARK, IL 60642

Loan No. 282325 \_\_\_\_\_

# UNOFFICIAL COPY

RIDER ATTACHED TO MORTGAGE TO First National Bank of Evergreen Park

DATED August 5, 1991

This Mortgage is executed by the undersigned Trustee, not personally, but as Trustee as aforesaid; and it is expressly understood and agreed by the parties hereto, anything herein to the contrary notwithstanding, that each and all of the covenants, undertakings and agreements herein made are made and intended not as personal covenants, undertakings and agreements of the Trustee, named and referred to in said Agreement, for the purpose of binding it personally, but this instrument is executed and delivered by the First National Bank of Evergreen Park, as Trustee, solely in the exercise of the powers conferred upon it as such Trustee, and no personal liability of personal responsibility is assumed by, nor shall at any time be asserted or enforced against the First National Bank of Evergreen Park, its agents or employees, on account hereof, or on any of covenants, undertakings or agreement herein or in said principal note contained, either expressed or implied, all such personal liability, if any, being hereby expressly waived and released by the party of the second part or holders of said principal or interest notes hereof, and by all persons claiming by or through or under said party of the second part or the holder or holders, owner or owners of such principal notes, and by every person now or hereafter claiming any right or security hereunder.

FIRST NATIONAL BANK OF EVERGREEN PARK  
not individually, but as Trustee Under  
Trust No. 11147

BY:   
Vice President & Trust Officer

ATTEST:

  
Trust Officer

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