

THIS INSTRUMENT WAS PREPARED BY:

# UNOFFICIAL COPY

FIRST BANK AND TRUST CO. OF ILLINOIS  
300 EAST NORTHWEST HWY.  
PALATINE, ILLINOIS 60067

## Mortgage

Loan No.

(Corporate Trustee Form)

THIS INDENTURE WITNESSETH: That the undersigned  
**FIRST BANK AND TRUST COMPANY OF ILLINOIS**

a corporation organized and existing under the laws of the STATE OF ILLINOIS  
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 AUGUST 10, 1991 and known as trust number  
10-1675 , hereinafter referred to as the Mortgagor, does hereby Mortgage and Warrant to

**FIRST BANK AND TRUST COMPANY OF ILLINOIS**

a corporation organized and existing under the laws of the STATE OF ILLINOIS  
hereinafter referred to as the Mortgagee, the following real estate in the County of COOK

in the State of ILLINOIS , to wit:

LOT 19 IN BLOCK 43 IN WINSTON PARK, NORTH WEST UNIT NO. 3, BEING A SUBDIVISION  
IN SECTION 13, TOWNSHIP 42 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN  
ACCORDING TO THE PLAT THEREOF RECORDED IN THE RECORDER'S OFFICE OF COOK COUNTY,  
ILLINOIS ON MAY 21, 1962 AS DOCUMENT 18480176, IN COOK COUNTY, ILLINOIS.

COMMONLY KNOWN AS 625 WHITCOMB DRIVE, PALATINE, IL, 60067  
P.T.N. 02-13-208-019-0000

DEPT-01 RECORDING \$13.29  
T#2222 TRAN 5900 08/14/91 14:56:00  
#3847 H 23 4-91-414666  
COOK COUNTY RECORDER

91414666

together with all buildings, improvements, fixtures, appurtenances, apparatus and equipment, including all apparatus, equipment, fixtures, or articles, whether in single or several parts, or otherwise, used to supply heat, air conditioning, water, light, power, refrigeration, ventilation or other services, and any other thing or things thereon or therefrom, 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-swing body swings, stairs and water heaters, each of which are intended to be and are hereby declared to be a part of said real estate, either physically attached thereto or not, and also together with all easements and the rents, issues and profits of said premises which are hereby granted, assented, 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 mortgagees, homesteaders and owners paid off by the proceeds of the loan herein 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 thereto belonging, unto said Mortgagee forever, for 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 and Mortgagor or dies hereby release and waive.

### TO SECURE

(1) the payment of a Note executed by the Mortgagor to the order of the Mortgagee, bearing even date herewith in the principal sum of  
**TWENTY SEVEN THOUSAND AND NO/100----- Dollars**  
(\$27,000.00-----), which Note, together with interest thereon as thereon provided, is payable in monthly installments of  
**FOUR HUNDRED FIFTY FIVE AND 41/100----- Dollars**

(\$455.41----) commencing the 17<sup>th</sup> day of SEPTEMBER 1991, upon 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 to the Mortgagor, 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 Mortgagee secure advances on account of said original Note, together with such additional advances, in a sum in excess of **TWENTY SEVEN THOUSAND AND NO/100----- Dollars (\$27,000.00-----)**, provided that, nothing herein contained shall be considered as limiting the amount that shall be secured hereby when advanced to protect the security or in accordance with covenants contained in the Mortgage.

(3) the performance of all of the covenants and obligations of the Mortgagor to the Mortgagee as contained herein and in said Note.

### THE MORTGAGOR COVENANTS:

A. (1) To pay said indebtedness and the interest thereon at term and in said note provided, or according to an agreement extending the time of payment thereof; (2) To pay when and before any penalty attaches thereto all taxes, special assessments, water charges, and sewer service charges against said property (including those heretofore due), and to furnish Mortgagee, upon request, duplicate receipts, therefor, and all such items referred to above, and none shall be unreasonably denied, so far as to the purpose of this requirement; (3) To keep the main sewage system in good condition upon and after the period of redemption, until the end 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 with the Mortgagee during said period of redemption, 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, or receiver of redemption, or any grantee in a deed 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 Mortgagor all necessary proofs of loss, receipts, vouchers, releases and assignments 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 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, and to make and keep all alterations, additions, other than those expressly authorized in this instrument; (6) Not to commit adultery, neglect, or any act or omission that may bring discredit upon the Mortgagor; (7) To comply with all requirements of law with respect to mortgaged premises and the use thereof; (8) 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 alteration 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; (8) To complete within a reasonable time any buildings or improvements now or at any time in process of erection upon the premises.

B. In order to provide for the payment of taxes, assessments, insurance premiums, and other annual charges upon the property securing this indebtedness, and other insurance required or accepted, the undersigned promises to pay to the Mortgagee a pro rata portion of the current year taxes upon the disbursement of the loan and to pay monthly to the Mortgagee, in addition to the above payments, a sum estimated to be equivalent to one twelfth of such sums, which payments may, at the option of the Mortgagee, be held by it and commuted with other such funds or its own funds for the payment of such items; (b) to be carried in a savings account and withdrawn by it to pay such items, or (c) to be credited to the unpaid balance of said indebtedness as received, provided that the Mortgagee advances upon this obligation sums sufficient to pay said items as the same accrue and become payable. If the amount estimated to be sufficient to pay said items is not sufficient, the undersigned promises to pay the difference upon demand. If such sums are held or carried in a savings account or escrow account, the same are hereby pledged to further secure this indebtedness. The Mortgagee is authorized to pay said items as charged or billed without further inquiry.

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 Mortgagor's behalf everything so covenant; that said Mortgagee may also do any act it may deem necessary to protect the hen hereof, that Mortgagor will repay upon demand any money paid or disbursed by Mortgagee for any of the above purposes and such money together with interest thereon at the highest rate for which it is then lawful to contract shall become so much additional indebtedness secured by this mortgage with the same priority as the original indebtedness, and to be included in any decree foreclosing this mortgage and to be paid out of the rents or proceeds of sale of said property, and that the same shall not discharge any prior Mortgagee to whom the same may be advanced any money for any purpose nor to do any act in contravention of the above authorized, but nothing herein contained shall be construed as giving the Mortgagee to advance any money for any purpose nor to do any act in contravention of the above authorized, and the Mortgagor shall not incur any personal liability 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 Mortgagor 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.

F. That in the event the ownership of said property or any part thereof becomes vested in a person other than the Mortgagor, the Mortgagee may, without notice to the Mortgagor, deal with such successor or successors in interest to this mortgage and the debt hereby secured in the same manner as with the Mortgagor, and may forfeit to sue or may extend time for payment of the debt, secured hereby, without discharging or in any way affecting the liability of the Mortgagor hereunder or upon the debt secured.

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6. That time is of the essence hereof and default be made in performing any covenant herein contained or in making any payment under said note or obligation or any extension or renewal thereof or in performing any covenant herein contained or upon the payment of any part of said property or upon the filing of a proceeding in bankruptcy by or against the Mortgagor, or if the Mortgagor shall make an assignment for the benefit of his creditors or if no property be placed under control of or in custody of any court, or if the Mortgagor abandon any and said property or in an agreement to sell, transfer or assign without the written consent of the Mortgagor, or upon the death of any maker, endorser or grantor of the note, or any other person or persons in interest in the title of a note to condemn all or a part of the said property, then and in any and every such event, the Lender shall be entitled to foreclose in trust or in any other manner in its discretion or in its option to the payment of the sum secured hereby immediately due and payable, whether or not such default be remedied by the Mortgagor, and apply toward the payment of said mortgage indebtedness and indebtedness of the Mortgagor to the Lender, and upon Mortgagor may also immediately proceed to foreclose this mortgage and in any foreclosure a sale may be made of the premises en masse without offering the several parts separately.

7. That the Mortgagor may employ counsel for advice or other legal service at the Mortgagor's discretion in connection with any dispute as to the debt hereby secured or the lien of this instrument, and litigation to which the Mortgagor may be made a party on account of this lien in which may affect the title to the property securing the indebtedness hereby secured, of which may affect said debt or lien and any reasonable attorney's fees so incurred shall be added to and be a part of the debt hereby secured. All costs and expenses reasonably incurred in the foreclosure of this mortgage and sale of the property securing the same and in connection therewith any other dispute or litigation affecting said debt or lien, including reasonably estimated amounts to conclude the transaction, shall be added to and be a part of the debt hereby secured. All such amounts shall be payable by the Mortgagor to the Mortgagor on demand, and interest thereon shall be included on any decree of judgment as a part of said mortgage debt and shall include interest at the highest contract rate, or if no such contract rate then at the legal rate. In the event of a foreclosure sale of said premises there shall first be paid out of the proceeds thereof all of the aforesaid amounts, then the entire indebtedness whether due and payable by the terms hereof or not and the interest due thereon up to the time of such sale, and the overplus, if any, shall be paid to the Mortgagor, and the purchaser shall not be obliged to set to the application of the purchase money.

8. In case the mortgaged property, or any part thereof, shall be taken by condemnation, the Mortgagor is hereby empowered to collect and receive all compensation which may be paid for any property taken for any damage to any property not taken and all condemnation compensation so received shall be promptly applied to the Mortgagor as it may elect, to the immediate reduction of the indebtedness secured hereby, or to the repair and restoration of any property so damaged; provided that any excess over the amount of the indebtedness shall be delivered to the Mortgagor or his assignee.

9. All easements, rents, issues and profits of said premises are pledged, assumed and transferred to the Mortgagor, whether now due or hereafter to become due, under or by virtue of any lease of agreement for the use or occupancy of said property, or any part thereof, whether said lease or agreement is written or verbal, and it is the intention hereof (a) to pledge said rents, issues and profits on a parity with said real estate and not secondary and such pledge shall not be deemed mutual in any foreclosure decree, and (b) to establish an absolute transfer and assignment to the Mortgagor of all such leases and agreements and all the avails thereunder, together with the right in case of default, either before or after foreclosure sale, to enter upon and take possession of, manage, maintain and operate said premises, or any part thereof, make leases for terms desired advantageous to it, terminate or modify existing or future leases, collect said avails, rents, issues and profits, regardless of when earned, and use such measures, whether legal or equitable as it may deem proper to enforce collection thereof, employ tenancy agents or other employees, after or prior to sale, premises, buy furnishings and equipment therefor when it deems necessary, purchase adequate fire and extended coverage and other forms of insurance as may be deemed advisable and in general exercise all powers ordinarily incident to absolute ownership, advance or borrow money necessary for any purpose herein stated to secure which a lien is hereby created on the mortgaged premises and on the income therefrom which lien is prior to the lien of any other indebtedness hereby secured, and out of the income retain reasonable compensation for itself, pay insurance premiums, taxes and assessments, and all expenses of every kind, including attorney's fees, incurred in the exercise of the powers herein given, and from time to time apply any balance of income not in its sole discretion needed for the aforesaid purposes but on the interest and then on the principal of the indebtedness hereby secured, before or after a decree of foreclosure, and on the return of the proceeds of sale, if any, whether there be a waste in personal thereof or not. Whenever all of the indebtedness secured hereby is paid and the Mortgagor, in its sole discretion, feels that there is no substantial uncorrected default in performance of the Mortgagor's agreement herein, the Mortgagor, on satisfactory evidence hereof, shall relinquish possession and pay to Mortgagor any surplus income in its hands. The possession of the Mortgagor may continue until all indebtedness secured hereby is paid in full and the delivery of a deed pursuant to a decree foreclosing the title hereof, but if no deed be issued, then until the expiration of the statutory period during which it may be issued, Mortgagor shall, however, have the discretionary power at any time to refuse to take or to abandon possession of said premises without affecting the lien hereof. Mortgagor shall have all powers, if any, which it might have had without this paragraph. No sum shall be sustainable against Mortgagor based upon acts of omission relating to the subject matter of this paragraph unless commenced within sixty days after Mortgagor's possession ceases.

10. That upon the commence-ent of any foreclosure proceeding hereunder, the court in which such suit is filed may at any time, either before or after sale, and without notice to the Mortgagor or of any party claiming under him, and without regard to the solventty of the Mortgagor or the then value of said premises, or whether the same shall then be occupied by the owner of the equity of redemption as a homestead, appoint a receiver with power to manage and rent and to collect the rents and issues of said premises during the pendency of such foreclosure suit, and the statutory period of redemption, and such rents, issues and profits when collected, may be applied before as well as after the Master's sale, towards the payment of the indebtedness, costs, taxes, insurance or other items necessary for the protection and preservation of the property, including the expenses of such receivership, or on any deficiency decree, whether there be a decree therein in personal of not, and if a receiver shall be appointed he shall remain in possession until the expiration of the full period allowed by statute for redemption, whether there be a redemption or not, and until the issuance of a deed in case of sale, but if no deed be issued, until the expiration of the statutory period during which it may be issued, and lease of said premises shall be notified by the appointment or entry in possession of a receiver but he may elect to terminate any lease prior to the lien hereof.

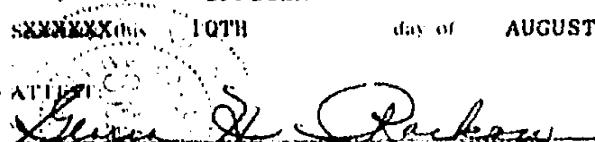
11. That each right, power and remedy herein conferred upon the Mortgagor is cumulative of every other right or remedy of the Mortgagor, whether direct or by law conferred, and may be enforced concurrently therewith, that no waiver by the Mortgagor of performance of any covenant herein or in said obligation contained shall thereafter in any manner affect the right of Mortgagor to require or enforce performance of the same or any other of said covenants; that whenever the context hereof requires, the masculine gender, as used herein, shall include the feminine and the neuter and the singular number, as used herein, shall include the plural; that all rights and obligations under this mortgage shall extend to and be binding upon the respective heirs, executors, administrators, successors and assigns of the Mortgagor, and the successors and assigns of the Mortgagor, and that the powers herein mentioned may be exercised as often as occasion therefor arises.

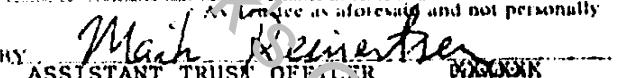
12. The corporate trustee named herein being duly authorized to do so by the trust instrument or to any persons having a power of direction over the Trustee does hereby waive all and any rights of redemption from sale under any order or decree foreclosing this mortgage, unless this mortgage, at the time of the execution hereof, covers any land which is improved with a dwelling for not more than four families or is given to secure a loan to be used, in whole or in part, to finance the construction of a dwelling for not more than four families or is used or intended to be used for agricultural purposes.

13. The right of hereby reserved by the Mortgagor to make partial release or releases of the mortgaged premises hereunder, without notice to, or the consent, approval or agreement of other parties in interest, including joint tenants, which partial release or releases shall not impair in any manner the validity or priority of this mortgage on the mortgaged premises, remain in full force and effect any guarantee, cosigner, surety or endorser from personal liability for the indebtedness hereby secured.

14. 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 by 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 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 thereon, or any indebtedness accruing hereunder, or to perform any covenant, condition or stipulation herein contained, all such liability, if any, being expressly waived by the Mortgagor 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 or corporately, 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, cosigner, surety or endorser, if any.

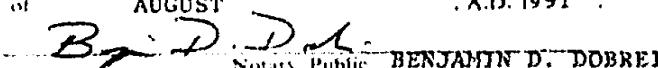
IN WITNESS WHEREOF, the undersigned corporation, not personally but as Trustee as aforesaid, has caused these presents to be signed by its ASS'T TRUST OFFICER XXXXXX and its corporate seal to be hereunto affixed and attested by its ASS'T TRUST OFFICER

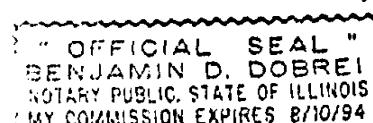
XXXXXX 10TH day of AUGUST A.D. 19 91  
  
 ASSISTANT TRUST OFFICER XXXXXX  
 STATE OF ILLINOIS  
 COUNTY OF COOK

FIRST BANK AND TRUST COMPANY OF ILLINOIS  
 As Lender as aforesaid and not personally  
 BY   
 ASSISTANT TRUST OFFICER XXXXXX

I, the undersigned BENJAMIN D. DOBREI, a Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY THAT MAIK REINERTSEN personally known to me to be the ASS'T TRUST OFFICER XXXXXX of FIRST BANK AND TRUST COMPANY OF ILLINOIS a corporation, and GLORIA H. RACKOW XXXXXX of said 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 officers they signed and delivered the said instrument as such officers 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 Notarial Seal, this 10TH day of AUGUST A.D. 1991.

  
 Notary Public BENJAMIN D. DOBREI



FIRST BANK & TRUST CO. OF ILLINOIS  
 300 E. NORTHWEST HIGHWAY  
 PALATINE, ILLINOIS 60067

