

UNOFFICIAL COPY

MORTGAGE

91469077

THIS INDENTURE WITNESSETH That the undersigned, Charter Bank & Trust of Illinois as Trustee of Trust 1301 of Hoffman Estates, County of Cook, State of Illinois, hereinafter referred to as the Mortgagors, do hereby convey and Warrant to USA FINANCIAL SERVICES, INC., a corporation having an office and place of business at 1119 Kennedy Memorial Drive, P.O. Box 99, Carpentersville, Illinois 60110, Illinois, hereinafter referred to as the Mortgagee the following real estate situate in the County of Cook, State of Illinois, to-wit:

LOT 9 IN BLOCK 27 IN HOFFMAN ESTATES II BEING A SUBDIVISION OF THAT PART LYING SOUTH HIGGINS ROAD (AS THE ROAD EXISTED ON AUGUST 30, 1926) OF THE NORTH WEST QUARTER OF THE SOUTH WEST QUARTER OF SECTION 14 AND OF THE NORTH EAST QUARTER OF SECTION 15 AND THE NORTH RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN ACCORDING TO PLAT THEREOF RECORDED MARCH 8, 1956 AS DOCUMENT 16515708 IN COOK COUNTY, ILLINOIS.

P.I.N. - 07-15-409-022

PROPERTY ALSO KNOWN AS: 420 Apache, Hoffman Estates, Illinois 60194

DEPT-01 RECORDING \$14.29
T#3333 TRAM 9438 09/10/91 15:12:00
#2958 # C *-91-469077
COOK COUNTY RECORDER

91469077

THIS IS A JUNIOR MORTGAGE

TOGETHER with all the buildings and improvements now or hereafter erected thereon and all fixtures and the rents, issues and profits thereof, of every name, nature and kind.

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 Mortgagors do hereby 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 Mortgagors' Note of even date herewith in the Principal sum of Forty Three Thousand Six Hundred Thirty One and 47/100 Dollars (\$43631.47) payable in installments with a final maturity date of September 5, 2001, together with interest at the rate provided in said note; (2) Any additional advances made by the Mortgagee to the Mortgagors or their successors in title, prior to the cancellation of this mortgage, and the payment of any subsequent Note evidencing the same, in accordance with the terms hereof; and (3) all advances made by the Mortgagee for the protection of its interest in the property. Additional advances under this mortgage shall not, however, exceed the additional Principal sum of Forty Three Thousand Six Hundred Thirty One and 47/100 Dollars (\$43631.47).

It is the intention hereof to secure the payment of the total indebtedness of the Mortgagors to the Mortgagee within the limits prescribed herein whether the entire amount shall have been advanced to the Mortgagors at the date hereof or at a later date or having been advanced shall have been paid in part and future advances thereafter made. All such future advances so made shall be liens and shall be secured by this mortgage equally and to the same extent as the amount originally advanced on the security of this mortgage, and it is expressly agreed that all such future advances shall be liens on the property herein described as of the date hereof.

THE MORTGAGORS COVENANT: (1) The term "indebtedness" as herein used shall include all sums owed or agreed to be paid to the Mortgagee by the Mortgagors or their successors in title, either under the terms of said Note as originally executed or as modified and amended by any subsequent Note, or under the terms of this mortgage or any supplement thereto or otherwise; (2) To repay to the Mortgagee the indebtedness secured hereby, whether such sums shall have been paid or advanced at the date hereof or at any time hereafter; (3) To pay when due all taxes to the Mortgagee promptly upon demand; (4) To keep the buildings and improvements situated on said property continually insured against fire and such other hazards, in such amount and with such carrier as the Mortgagee shall approve, with loss payable to the Mortgagee as interest may appear; (5) Neither to commit nor to suffer any strip, waste, impairment or deterioration of the mortgaged premises or any part thereof, and to maintain the mortgaged premises in good condition and repair; (6) To comply with all applicable laws, ordinances,

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UNOFFICIAL COPY

MORTGAGE

or

MAIL TO



MAIL TO:

USA FINANCIAL SERVICES, INC.

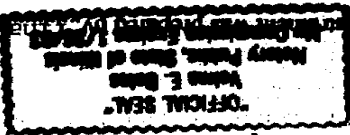
1119 KENNEDY MEMORIAL DRIVE

P.O. BOX 39

CARPENTERSVILLE, IL 60110

708-428-5577

This is to certify that the foregoing is a true and correct copy of the original as shown to me by the undersigned on this 26th day of January, 1993.



Commission expires 1993

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Charter Bank

1400 Irving Park Rd. Evanston, IL 60115

BANK PRINT, INC.

This mortgage is executed by Charter Bank & Trust of Illinois, not personally but as Trustee as aforesaid, in the exercise of its power and authority conferred upon and vested in it as such Trustee, and it is expressly understood and agreed by the mortgagee herein and by every person now or hereafter claiming any right or security hereunder that nothing contained herein or in the note secured by this mortgage shall be construed as creating any liability on Charter Bank & Trust of Illinois or on any of the beneficiaries under said trust agreement, personally to pay said note or any interest thereon that may accrue thereon, or any indebtedness accruing hereunder or to perform any covenants, express or implied herein contained, all such liability, if any, being expressly waived, and that any recovery on this mortgage and the note secured hereby shall be solely against and out of the property hereby conveyed by enforcement of the provisions hereof and of said note, but this waiver shall in no way affect the personal liability of any co-signer, endorser or guarantor of said note.

rules and regulations of any nation, state or municipality, and neither to use nor to permit the property to be used for any unlawful purpose; (7) To keep the mortgaged premises free from liens superior to the lien of this mortgage, except as aforesaid, and to pay when due any indebtedness which may be secured by lien or charges on the premises superior to the lien hereof; (8) That no sale, assignment or conveyance of any kind or any legal or equitable interest in the premises will be made without the prior written consent of the mortgagee; (9) That time is of the essence of this mortgage and of the obligation hereunder or of the waiver of any right or obligation hereunder or of the Note secured hereby and that the lien of this mortgage shall remain in full force and effect during any postponement or extension of the time of payment of indebtedness or any part thereof secured hereby; (10) That in the event the ownership of the mortgaged premises or any part thereof becomes vested in a person or persons other than the Mortgagee, the Mortgagee may without notice to the Mortgagee deal with such successor or successors in interest with reference to this mortgage and the indebtedness hereby secured in the same manner as with the Mortgagee; (11) That upon the commencement of any foreclosure proceeding here to the court in which such suit is filed may at any time, either before or after sale and without notice to the Mortgagee, appoint a receiver with power to manage, rent and collect the rents, issues and profits of said premises during the pendency of such foreclosure suit, and the statutory period of redemption, and such rents, issues and profits, when collected either before or after any foreclosure sale, may be applied toward the payment of the indebtedness or any deficiency decree, costs, taxes, insurance or other items necessary for the protection and preservation of the property, including the expenses of such receivership; and upon foreclosure and sale of said premises there shall first be paid out of the proceeds of such sale a reasonable sum of plaintiff's attorney's fees, and all expenses of advertising, selling and conveying said costs, master's fees or costs of procuring or completing an abstract of title, title guaranty policy or Torrens Certificate showing a complete title of said premises, including the foreclosure decree and Certificate of Sale; there shall next be paid the indebtedness secured hereby, and finally the surplus, if any shall be returned to the Mortgagee. The purchase at said sale shall have no duty to see to the application of the purchase money. If there is only one mortgagor, all plural words herein referring to Mortgagees shall be construed in the singular.

IN WITNESS WHEREOF the Mortgagees have hereunto set their hands and seals this 3rd day of September, A.D. 19 91

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UNOFFICIAL COPY

MORTGAGE

MAIL TO



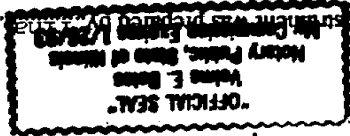
MAIL TO:

USA FINANCIAL SERVICES, INC.
1119 KENNEDY MEMORIAL DRIVE

P.O. BOX 31
CARPENTERSVILLE, IL 60110

798-428-5577

This instrument was filed by _____
Notary Public
119 Kennedy Dr., Carpentersville, IL 60110



Commission expires _____
1993
Given under my hand and Notarial Seal this _____ day of _____, A.D.

I, a Notary Public, in and for the said county in the state of aforesaid do hereby certify that _____
Charter Bank & Trust of Illinois, as Trustee of Trust, 1301 _____
personally known to me to be the same person whose name _____
subscribed to the foregoing instrument appeared before me this day in person and acknowledged that _____
act for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

STATE OF ILLINOIS)
Dwight)
ss: _____)
COUNTY OF _____)

PLEASE PRINT OR TYPE NAME(S) BELOW
Charter Bank & Trust of Illinois as Trustee of Trust
BY: _____
Assistant Trust Officer
(Seal) _____
(Seal) _____

ACKNOWLEDGEMENT

rules and regulations of any nation, state or municipality, and neither to use nor to permit the property to be used for any unlawful purpose; (7) To keep the mortgaged premises free from liens superior to the lien of this mortgage, except as aforesaid, and to pay when due any indebtedness which may be secured by lien or charges on the premises superior to the lien hereof; (8) That no sale, assignment or conveyance of any kind of any legal or equitable interest in the premises will be made without the prior written consent of the Mortgagee; (9) That time is of the essence of this mortgage and of the Note secured hereby and no waiver of any right or obligation hereunder or of the obligation secured hereby shall at any time thereafter be held to be a waiver of the terms hereof, or of any Note secured hereby, and that the lien of this mortgage shall remain in full force and effect during any postponement or extension of the time of payment of indebtedness or any part thereof secured hereby; (10) That in the event the ownership of the mortgaged premises or any part thereof becomes vested in a person or persons other than the Mortgagee, the Mortgagee may without notice to the Mortgagee deal with such successor or successors in interest with reference to this mortgage and the indebtedness hereby secured in the same manner as with the Mortgagee; (11) That upon the commencement of any foreclosure proceeding hereto the court in which such will be filed may at any time, either before or after sale and without notice to the Mortgagee, appoint

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Clerk's Office

UNOFFICIAL COPY

Unw 22/12/09

THE MORTGAGORS COVENANT: (1) The term "indebtedness" as herein used shall include all sums owed or agreed to be paid to the Mortgagee by the Mortgagors or their successors in title, either under the terms of said Note as originally executed or as modified and amended by any subsequent Note, or under the terms of this mortgage or any supplement thereto or otherwise; (2) To repay to the Mortgagee the indebtedness secured hereby, whether such sums shall have been paid or advanced at the date hereof or at any time hereafter; (3) To pay when due all taxes to the Mortgagee promptly upon demand; (4) To keep the buildings and improvements situated on said property continually insured against fire and such other hazards, in such amount and with such carrier as the Mortgagee shall approve, with loss payable to the Mortgagee as interest may appear; (5) Neither to commit nor to suffer any strip, waste, impairment or deterioration of the mortgaged premises or any part thereof, and to maintain the mortgaged premises in good condition and repair; (6) To comply with all applicable laws, ordinances,

described as of the date hereof. It is the intention hereof to secure the payment of the total indebtedness of the Mortgagors to the Mortgagee within the limits prescribed herein whether the entire amount shall have been advanced to the Mortgagee at the date hereof or at a later date or having been advanced shall have been paid in part and future advances thereafter made. All such future advances so made shall be liens and shall be secured by this mortgage equally and to the same extent as the amount originally advanced on the security of this mortgage, and it is expressly agreed that all such future advances shall be liens on the property herein

This mortgage is given to secure: (1) The payment of a certain indebtedness payable to the order of the Mortgagee evidenced by the Mortgage Note of even date herewith in the Principal sum of Forty Three Thousand Six Hundred Thirty One and 47/100 Dollars and interest thereon at the rate of 12% per annum payable together with interest at the rate provided in said note; (2) Any additional advances made by the Mortgagee to the Mortgagors or their successors in title, prior to the cancellation of this mortgage, and the payment of any subsequent Note evidencing the same, in accordance with the terms hereof; and (3) all advances made by the Mortgagee for the protection of its interest in the property. Additional advances under this mortgage shall not, however, exceed the additional Principal sum of Forty Three Thousand Six Hundred Thirty One and 47/100 Dollars. The term "indebtedness" as herein used shall include all sums owed or agreed to be paid to the Mortgagee by the Mortgagors or their successors in title, either under the terms of said Note as originally executed or as modified and amended by any subsequent Note, or under the terms of this mortgage or any supplement thereto or otherwise; (2) To repay to the Mortgagee the indebtedness secured hereby, whether such sums shall have been paid or advanced at the date hereof or at any time hereafter; (3) To pay when due all taxes to the Mortgagee promptly upon demand; (4) To keep the buildings and improvements situated on said property continually insured against fire and such other hazards, in such amount and with such carrier as the Mortgagee shall approve, with loss payable to the Mortgagee as interest may appear; (5) Neither to commit nor to suffer any strip, waste, impairment or deterioration of the mortgaged premises or any part thereof, and to maintain the mortgaged premises in good condition and repair; (6) To comply with all applicable laws, ordinances,

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 Mortgagors do hereby release and waive. TOGETHER with all the buildings and improvements now or hereafter erected thereon and all fixtures and the rents, issues and profits thereof, of every name, nature and kind.

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 COOK COUNTY RECORDER

PROPERTY ALSO KNOWN AS: 420 Apache, Hoffman Estates, Illinois 60194

P.L.N. - 07-15-409-022

1956 AS DOCUMENT 16515708 IN COOK COUNTY, ILLINOIS. THE THIRD PRINCIPAL MERIDIAN ACCORDING TO PLAT THEREOF RECORDED MARCH 8, OF THE NORTH EAST QUARTER OF SECTION 15 AND THE NORTH RANGE 10, EAST OF OF THE NORTH WEST QUARTER OF THE SOUTH WEST QUARTER OF SECTION 14 AND PART LYING SOUTH HIGGINS ROAD (AS THE ROAD EXISTED ON AUGUST 30, 1926) LOT 9 IN BLOCK 27 IN HOFFMAN ESTATES II BEING A SUBDIVISION OF THAT

of Hoffman Estates, Cook County of Illinois, hereinafter referred to as the Mortgagors, do hereby convey and Warrant to USA FINANCIAL SERVICES, INC. a corporation having an office and place of business at 1119 Kennedy Memorial Drive, P.O. Box 99, Carpentersville, Illinois 60110 Illinois, hereinafter referred to as the Mortgagee the following real estate situated in the County of Cook, State of Illinois, to-wit:

THIS INDENTURE WITNESSETH That the undersigned, Charter Bank & Trust of Illinois as Trustee of Trust 1301

MORTGAGE 91469077

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