



91516694 UNOFFICIAL COPY

Mortgage

THIS MORTGAGE is made on October 3rd 19 91 between American National Bank & Trust Co. of Chicago not personally but as Trustee under a Trust Agreement dated September 15 19 91 and known as Trust No. 114595-00 whose address is 1631 W. Carroll Avenue, Chicago, IL and NBD Northfield Bank State Cook National City Banking Corporation 400 Central Avenue, Northfield, IL 60093

The Mortgages MORTGAGES CONVEYS AND WARRANTS to the Mortgagee real property and all the buildings, structures and improvements located in the City of Chicago State of Illinois

Lots 40, 41, 42 and 43 in Macy Allen and Roche's Subdivision of the East 1/2 of the South West 1/4 of Block 33 in Canal Trustees' Subdivision of Section 7, Township 39 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois.

the Premises is 1631-39 W. Carroll Avenue, Chicago, IL \$ 16.00 Tax Parcel Identification No. 17-07-407-004-0000

73-19-34P-DJ

- The Premises shall include all of the Mortgages and interest in and to the following: 1. All improvements, fixtures of wall, ceiling, partitions, and hereinafter... 2. All machinery, apparatus, equipment, fixtures, fixtures and articles of personal property... 3. All easements or privileges including interest in the result of the exercise of the right of eminent domain... 4. All of the rents, issues and profits of the Premises in the present or future, in any or otherwise.

The Premises are unencumbered, except as follows: None 1991 OCT -3 PM 2:43 91516694

Permitted Encumbrances: If the Premises are encumbered by Permitted Encumbrances, the Mortgagee shall perform all obligations and make all payments as required by the Permitted Encumbrances. The Mortgagee shall provide copies of all writings pertaining to Permitted Encumbrances, and the Mortgagee is authorized to request and receive the same from any other person without the consent or knowledge of the Mortgagor.

This Mortgage secures the indebtedness or obligations and to be paid by: The note, dated 10/3/91, in the principal amount of \$360,000.00 executed and delivered by ANB L/T #114595-00 as the Mortgagor, with interest at the rate of 9.27% Fixed on the principal balance remaining from time to time unpaid, later to be adjusted or reported at the rate of 12.27% Fixed on the principal balance of the note remaining from time to time unpaid shall be at the rate of Twelve and 27/100 percent and to the Mortgagee, and including any extension, renewal, modification or replacement of the note.

LIMITATION ON AMOUNT SECURED BY MORTGAGE: The amount of the principal secured by this Mortgage shall not exceed the principal sum of \$ 360,000.00 at any one time outstanding.

FUTURE ADVANCES AND CROSS COLLATERAL: The Debt shall also include all future present and future advances... Mortgagee shall promptly notify the Mortgagor of the amount of the principal balance of the note remaining from time to time unpaid.

CHANGE IN LAWS: In the event any law or ordinance is enacted or amended which is applicable to the terms of this Mortgage, the Mortgagee shall promptly notify the Mortgagor of the change in law or ordinance.

INSURANCE: The Mortgagor shall maintain the Mortgaged property insured against fire, theft, and other risks... The Mortgagor shall provide flood insurance on the Premises if the Federal Emergency Management Agency or its authorized representative, the Federal Disaster Protection Act of 1973 and regulations issued under it.

PAYMENT OF DEBT PERFORMANCE OF OBLIGATIONS: The Mortgagor shall perform all obligations and make all payments as required by the Permitted Encumbrances.

TAXES: The Mortgagor shall pay all taxes, including property taxes, and other taxes, levied or assessed against the Premises. The Mortgagor shall pay the amount of the principal balance of the note remaining from time to time unpaid.

91516694

Property of Cook County Clerk's Office



and such other appropriate insurance as the Mortgagor may require. From time to time all insurance policies and coverages shall be acceptable to Mortgagee. Mortgagee shall be notified of any change in insurance coverage and must provide proof of payment to Mortgagee. Mortgagee shall have the right to require such insurance to be maintained by the Mortgagor. Mortgagee shall have the right to require the Mortgagor to provide proof of payment to Mortgagee. Mortgagee shall have the right to require the Mortgagor to provide proof of payment to Mortgagee.

RESERVES FOR TAXES AND INSURANCE

Mortgagee shall have the right to require the Mortgagor to maintain reserves for taxes and insurance. Mortgagee shall have the right to require the Mortgagor to maintain reserves for taxes and insurance. Mortgagee shall have the right to require the Mortgagor to maintain reserves for taxes and insurance. Mortgagee shall have the right to require the Mortgagor to maintain reserves for taxes and insurance.

WASTE

Mortgagee shall have the right to require the Mortgagor to maintain the property in good condition. Mortgagee shall have the right to require the Mortgagor to maintain the property in good condition. Mortgagee shall have the right to require the Mortgagor to maintain the property in good condition.

ALTERATIONS, REMOVAL

Mortgagee shall have the right to require the Mortgagor to obtain approval for alterations and removal. Mortgagee shall have the right to require the Mortgagor to obtain approval for alterations and removal. Mortgagee shall have the right to require the Mortgagor to obtain approval for alterations and removal.

PAYMENT OF OTHER OBLIGATIONS

Mortgagee shall have the right to require the Mortgagor to pay other obligations. Mortgagee shall have the right to require the Mortgagor to pay other obligations. Mortgagee shall have the right to require the Mortgagor to pay other obligations.

ASSIGNMENT OF LEASES AND RENTALS

Mortgagee shall have the right to require the Mortgagor to assign leases and rentals. Mortgagee shall have the right to require the Mortgagor to assign leases and rentals. Mortgagee shall have the right to require the Mortgagor to assign leases and rentals.

ASSIGNMENT OF INTEREST AS TENANT OR PURCHASER

Mortgagee shall have the right to require the Mortgagor to assign interest as tenant or purchaser. Mortgagee shall have the right to require the Mortgagor to assign interest as tenant or purchaser. Mortgagee shall have the right to require the Mortgagor to assign interest as tenant or purchaser.

SECURITY AGREEMENT

Mortgagee shall have the right to require the Mortgagor to execute a security agreement. Mortgagee shall have the right to require the Mortgagor to execute a security agreement. Mortgagee shall have the right to require the Mortgagor to execute a security agreement.

REIMBURSEMENT OF ADVANCES

Mortgagee shall have the right to require the Mortgagor to reimburse advances. Mortgagee shall have the right to require the Mortgagor to reimburse advances. Mortgagee shall have the right to require the Mortgagor to reimburse advances.

DEED ON TRANSFER

Mortgagee shall have the right to require the Mortgagor to execute a deed on transfer. Mortgagee shall have the right to require the Mortgagor to execute a deed on transfer. Mortgagee shall have the right to require the Mortgagor to execute a deed on transfer.

NO ADDITIONAL LENS

Mortgagee shall have the right to require the Mortgagor to execute a deed on transfer. Mortgagee shall have the right to require the Mortgagor to execute a deed on transfer. Mortgagee shall have the right to require the Mortgagor to execute a deed on transfer.

EMINENT DOMAIN

Mortgagee shall have the right to require the Mortgagor to execute a deed on transfer. Mortgagee shall have the right to require the Mortgagor to execute a deed on transfer. Mortgagee shall have the right to require the Mortgagor to execute a deed on transfer.

HAZARDOUS WASTE

Mortgagee shall have the right to require the Mortgagor to execute a deed on transfer. Mortgagee shall have the right to require the Mortgagor to execute a deed on transfer. Mortgagee shall have the right to require the Mortgagor to execute a deed on transfer.

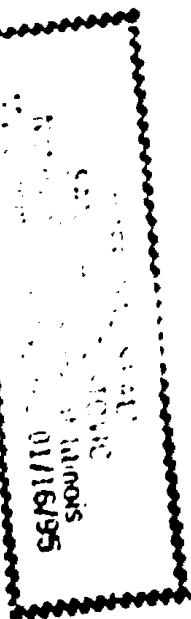
Property of Cook County Clerk's Office

91516694



This Mortgage is executed by the American National Bank and Trust Company of Chicago, not personally but as Trustee as aforesaid in the exercise of the power and authority conferred upon and vested in it as such Trustee (and said American National Bank and Trust Company of Chicago, 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 First Party or on said American National Bank and Trust Company of Chicago personally to pay the said note or any interest that may accrue thereon, or any indebtedness accruing hereunder, or to perform any covenant, warranty or indemnity either express or implied herein contained, all such liability, being expressly waived by Mortgagee and by every person now or hereafter claiming any right or security hereunder, and that so far as the First Party and its successors and said American National Bank and Trust Company of Chicago 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 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, if any.

IN WITNESS WHEREOF, American National Bank and Trust Company of Chicago, not personally but as Trustee as aforesaid, has caused these presents to be signed by one of its Vice-Presidents, or Assistant Vice-Presidents, and its corporate seal to be hereunto affixed and attested by its Assistant Secretary, the day and year first above written.



AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO

As Trustee as aforesaid and not personally,

By \_\_\_\_\_

Vice-President

ATTEST

Assistant Secretary

STATE OF ILLINOIS  
COUNTY OF COOK SANDRA L. TESTOVIC

I, \_\_\_\_\_ a Notary Public, in and for said County, in the State aforesaid,

DO HEREBY CERTIFY that J. M. ... Vice-President of the AMERICAN NATIONAL BANK AND TRUST

COMPANY of Chicago, and GREGORY S. KASPRZYK Assistant Secretary of said Company, who are personally known

to me to be the same persons whose names are subscribed to the foregoing instrument as such Vice-President, and Assistant Secretary, 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 Company, as Trustee as aforesaid, for the uses and purposes therein set forth; and the said Assistant Secretary then and there acknowledged that he, as custodian of the corporate seal of said Company, did affix the corporate seal of said Company to said instrument as his own free and voluntary act and as the free and voluntary act of said Company, as Trustee as aforesaid, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal, this \_\_\_\_\_ day of \_\_\_\_\_ A.D. 19

OCT 03 1991

91516694