

5085 UNOFFICIAL COPY

CONTINUED
OR IND.

MORTGAGE

91057441

THIS INDENTURE WITNESSETH, THAT THE MORTGAGOR FIRST NATIONAL BANK OF ILLINOIS, Trustee under Tr. Agree. dtd 7/25/86 AKA Tr.3709, Tr. Agree. dtd 11/10/86 AKA Tr.3711, and Tr. Agree dtd 9/20/90 AKA Tr.3987 _____ of the

Village of Lansing _____ in the County of Cook _____ and State of Illinois _____

MORTGAGE S AND WARRANT S to _____

FIRST NATIONAL BANK OF ILLINOIS, LANSING, ILLINOIS

a National Banking Association organized and existing under the laws of the United States of America, County of Cook and State of Illinois to secure the payment of A certain promissory note _____ executed by _____ it, its beneficiaries _____

bearing even date herewith, payable to the order of the FIRST NATIONAL BANK OF ILLINOIS, LANSING, ILLINOIS, in the Principal sum of Nine Hundred Thousand and No/100-----, \$900,000.00,

Dollars and interest on the balance of principal remaining from time to time unpaid at the rate Prime + 1 1/2 per cent the first day following any change in the prime rate set by Continental Bank-Chicago per annum in installments as follows: Interest to be paid monthly

xxxxxxxxxxxxxxxxxxxxxx Dollars on the 31st day of February 1991, and Interest to be paid monthly (xxxxxxxxxxxxxx) Dollars on the 31st day of each month thereafter until this note is fully paid except that the final payment of principal and interest, if not sooner paid, shall be due on the 31st day of January 1992.

All such payments on account of the indebtedness evidenced by this note shall be first applied to interest on the unpaid principal balance and the remainder to principal, the following described real estate to wit:

PARCEL 1: The West 1/2 of the West 1/2 of the Northeast 1/4 of the Northeast 1/4 of Section 2, Township 35 North, Range 14, East of the Third Principal Meridian (excepting therefrom the West 132 feet of the North 250 feet thereof) in Cook County, Illinois.

PARCEL 2: The West 132 feet of the North 250 feet of the West 1/2 of the West 1/2 of the Northeast 1/4 of the Northeast 1/4 of Section 2, Township 35 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

P.I.N. 32-02-201-001

91057441

8826038 REB000 W000
T46 S0 - T6 - * # 6375
88 26 01 18/80/80 6369 NWT 00000000
2/91 00000000 00/00/00

Vacant Land - 186th West of Stony Island, Lansing, Illinois

situated in the County of Cook in the State of Illinois, hereby releasing and waiving all rights under and by virtue of the Homestead Exemption Laws of the State of Illinois, and all right to retain possession of said premises after any default in payment or breach of any of the covenants or agreements herein contained.

AND IT IS EXPRESSLY PROVIDED AND AGREED, that if default be made in the payment of the said promissory note _____, or of any part thereof, or the interest thereon, or any part thereof, at the time and in the manner above specified for the payment thereof or in case of waste or non-payment of taxes or assessments on said premises, or of a breach of any of the covenants or agreements herein contained, then and in such case the whole of said principal sum and interest,

secured by the said promissory note _____ in this mortgage mentioned, shall thereupon, at the option of said mortgagee _____, its _____ heirs, executors, administrators, attorneys or assigns, become immediately due and payable. And this mortgage _____ may be immediately foreclosed to pay the same by said mortgagee _____, its _____ heirs, executors,

administrators, attorneys, or assigns. And it shall be lawful for the said mortgagee _____, its _____ heirs, executors, administrators, attorneys or assigns, to enter into and upon the premises hereby granted, or any part thereof, and to receive and collect all rents, issues and profits thereof. The mortgagee may collect a "Late Charge" not to exceed four cents (4¢) for each dollar (\$1.00) for each payment more than fifteen (15) days in arrears, to cover the extra expense involved in handling delinquent payments.

Prepared by: First National Bank of Illinois, 3256 Ridge Road, Lansing, Illinois 60438

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AS DETERMINED by the Mortgagor pertaining to time, and in order to provide for the payment of taxes, assessments and insurance premiums required to be paid hereunder by Mortgagor, Mortgagor shall deposit with the holders of the Note, or such other person, firm or corporation as the holders of the Note may designate, on each monthly payment date an amount equal to 1/12th of the amount of taxes and assessments levied against the premises and 1/12th of the annual premium on all such insurance as determined by the amount of the last available bills. The monies thus deposited in such tax and insurance reserves are to be held without interest and are to be applied to the payment of such taxes and assessments as the same become due or for renewing insurance policies when the same expire or for payment of premiums thereon, and in the event any deficit shall exist in the amount of such deposits Mortgagors agree to deposit any amount necessary to make up the deficiency. Nothing in this paragraph contained, however, shall relieve Mortgagors from the performance of any other covenants and agreements relative to the payment of taxes, assessments and insurance premiums. In case of default in payment of any monthly installment or in the performance of any of the covenants and agreements of Mortgagors herein contained, the holders of the Note may apply any and all sums then on deposit on account of the indebtedness secured hereby.

IT IS FURTHER UNDERSTOOD AND AGREED THAT: Mortgagors shall (1) promptly repair, restore or rebuild any buildings or improvements now or hereafter on the premises which may become damaged or destroyed; (2) keep said premises in good condition and repair, without waste, and free from mechanic's or other liens or claims for lien not expressly subordinated to the lien hereof; (3) pay when due 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 Mortgaggee or to holders of the note; (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; and (6) without prior written consent of the holder or holders of the Note being first had and obtained, not make, permit, cause, or contract or agree to, the sale, assignment, transfer or lease of said premises, or any portion thereof or interest therein, and not make any material alteration in said premises except as required by law or municipal ordinance.

The Holders of the Note may elect to accelerate as provided in the Note for breach of this covenant, and no delay in such election after actual or constructive notice of such breach shall be construed as a waiver of or acquiescence in any such conveyance or encumbrance.

UPON THE FILING OF ANY BILL to foreclose this mortgage in any Court having jurisdiction thereof, such Court may appoint any proper person receiver, with power to collect the rents, issues and profits arising out of said premises during the pendency of such foreclosure suit, and until the time to redeem the same from any sale that may be made under any decree foreclosing this mortgage shall expire; and such rents, issues and profits when collected may be applied toward the payment of the indebtedness and costs herein mentioned and defrained. And upon the foreclosure and sale of said premises, there shall be first paid out of the proceeds of such sale all expenses of advertisement, selling and conveying said premises, and reasonable attorneys' or solicitors' fees, to be included in the decree, and all monies advanced for taxes, assessments and other liens; then there shall be paid the principal of said note whether due and payable by the terms thereof or not, and the interest thereon.

DATED, this 31st day of January A.D. 19 91.

STATE of _____
COUNTY of _____

FIRST NATIONAL BANK OF ILLINOIS, TRUSTEE (SEAL)
UNDER TR. AGREE DTD 7/25/86 AKA TR. 3709,
TR. AGREE DTD 11/10/86 AKA TR. 3711. (SEAL)
TR. AGREE DTD 9/20/90 AKA TR. 3987
SEE ATTACHED SIGNATURE SHEETS (SEAL)

I, _____, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY, that _____

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 he signed, sealed and delivered the said instrument as _____ free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

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

Notary Public

Real Estate Mortgage

TO
THE FIRST NATIONAL BANK
OF ILLINOIS
LANSING, ILLINOIS

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NOTARY PUBLIC
NOTARIAL SEAL
MERRILL HERTRICK
N-33, STATE OF ILLINOIS
MERRILL HERTRICK
NOTARY PUBLIC
11/2/93

MY COMMISSION EXPIRES:
GIVEN under my hand and Notarial Seal this 31st day of January, 1991
as Trustee for the uses and purposes herein set forth.
free and voluntary act, and as the free and voluntary act of said National Banking Association
the said corporate seal of said National Banking Association to said instrument as his own
that he, as custodian of the corporate seal of said National Banking Association, did affix
of said National Banking Association, as Trustee, for the uses and purposes herein set
forth; and the said Vice President
said instrument as their own free and voluntary acts, and as the free and voluntary act
said instrument before me this day in person and acknowledged; that they signed and delivered the
such Trustee Officer and Vice President personally, respectfully,
to me to be the same persons whose names are subscribed to the foregoing instrument as
base , of said FIRST NATIONAL BANKING ASSOCIATION, personally known
FIRST NATIONAL BANK OF ILLINOIS, a National Banking Association, and William C.
State of record, DO HEREBY CERTIFY, that David A. DeYoung, of the
1. MERRILL HERTRICK, A Notary Public in and for said County and in the
County of Cook)
State of Illinois) SS
William C. Hease, Sr. Vice President
ATTEST:

BY DAVID A. DEYOUNG, TRUSTEE OFFICER
and KNOWN AS TRUST NO. 3711
Agreement dated 11/10/86
Trustee under the provisions of a Trust
Lansing, Illinois, not personally but as
FIRST NATIONAL BANK OF ILLINOIS,
and witnessed by its Vice President, this 31st day of January, 1991
or one of its and its corporate seal to be hereunto affixed
IN WITNESS WHEREOF, First National Bank of Illinois, not personally but as Trustee
indicates holding herunder or to perform and covenant either express or implied herein
now or hereafter claiming any right or security hereunder and that so far as the First Party
containing, all such liability, if any, being expressly waived by Mortgagor and by every person
and its successors and said First National Bank of Illinois personally are concerned, the legal
holder or holder 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 enforce-
ment 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.

it is expressly understood and agreed that nothing herein or in said note contained shall be
construed as certifying any liability on the part of First Party or on said First National Bank of
Illinois personally to pay the said note or any interest that may accrue thereon, or any
sum or amount of money payable by First Party or on said First National Bank of
Illinois personally to pay the said note or any interest that may accrue thereon, or any
indebtedness accruing herunder or to perform and covenant either express or implied herein
now or hereafter claiming any right or security hereunder and that so far as the First Party
containing, all such liability, if any, being expressly waived by Mortgagor and by every person
and its successors and said First National Bank of Illinois personally are concerned, the legal
holder or holder 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 enforce-
ment 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.

ILLINOIS 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 First National Bank of Illinois), and
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 certifying any liability on the part of First Party or on said First National Bank of
Illinois personally to pay the said note or any interest that may accrue thereon, or any
sum or amount of money payable by First Party or on said First National Bank of
Illinois personally to pay the said note or any interest that may accrue thereon, or any
indebtedness accruing herunder or to perform and covenant either express or implied herein
now or hereafter claiming any right or security hereunder and that so far as the First Party
containing, all such liability, if any, being expressly waived by Mortgagor and by every person
and its successors and said First National Bank of Illinois personally are concerned, the legal
holder or holder 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 enforce-
ment 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.

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9-10-57-44
H. C. WASHINGTON LIBRARIES
NOV 1963
SERIALS SECTION
MERRILL L. HERZICK
OFFICIAL SEAL

MY COMMISSION EXPIRES:

CIVILIAN Under my hand and Notarial Seal this
31st day of January 1991

TWELVE

State of Illinois

WILLIAM C. Hause, Sr., Vice President

ATTEST:

FIRST NATIONAL BANK OF ILLINOIS,
Lansing, Illinois, not personally but as
Trustee under the provisions of a Trust
Agreement dated 7/25/86
and KNOWN AS Trust No. 3709

661 ΑΓΡΙΝΙΟΣ 10 ΑΕΡΑΣ ΕΣΤΕ

IN WITNESS WHEREOF, First National Bank of Illinois, Not Personally but as Trustee
forressid, has caused these presents to be signed by its
and its corporate seal to be hereunto affixed
or one of its
and this day of December _____, in the year of our Lord one thousand nine hundred and fifteen.

indebtedness accruing hereunder or to perform and covenant either express or implied herein
containing, all such liability, if any, being expressly waived by Mortgagor 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 First National Bank of Illinois personally are concerned, the legal
holder or holders of said note and the owner of any indebtedness accruing hereunder
shall look solely to the premises hereby conveyed for the payment thereof, by the enforcer
ment 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.

ILLINOIS 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 First National Bank of Illinois,
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 First National Bank of
Illinois personally to pay the said note or any interest that may accrue thereon, or any