

UNOFFICIAL COPY

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First National Bank of Wheaton

Land Trust

Mortgage

DEPT-01 RECORDING 316.2
T#5555 TRAN 5258 02/22/91 10:25:00
#2242 + E * -91-082859
COOK COUNTY RECORDER

The above page is for RECORDER'S USE ONLY

THIS INSTRUMENT made February 11, 1991 between American National Bank & Trust Company of Chicago and Colonial Bank & Trust Company of Chicago, n/k/a Colonial Bank 3/4/85 of a Deed of Conveyance in Trust duly recorded in Cook County, Illinois, and known as the Trust of 1818, hereinafter referred to as the Mortgage, has hereby been assigned to First National Bank of Wheaton, an Illinois Banking Corporation, having an office and place of business in Wheaton, Illinois, hereinafter referred to as the Mortgagee, the following real estate situated in the County of Cook, State of Illinois, to wit:

SEE SCHEDULE "A" ATTACHED HERETO AND MADE A PART HEREOF

TOGETHER with all the improvements and improvements now or hereafter erected thereon and all appurtenances, accretions and features and the rents, issues and profits thereof of every name, nature and kind, TO HAVE AND TO HOLD the said property, with said Mortgage forever, for the uses and purposes therein set forth, free from all rights and benefits under the trust created by the will of the State of Illinois, which said rights and benefits said Mortgagee do hereby release and waive.

This mortgage is given to secure the following indebtedness payable to the order of the mortgagee evidenced by the Mortgagee's Note of even date herewith: ****FIFTY THOUSAND DOLLARS AND 00/100****

Dollars (\$ 50,000.00) with a final payment of demand together with interest as follows: and all renewals, extensions, or modifications thereof.

(1) Interest on the principal balance remaining from time to time, interest shall be payable semi-annually at the rate of base percent per annum and after maturity at the rate of base percent per annum.

(2) Interest on the principal balance remaining from time to time, interest shall be payable semi-annually at the rate of base percent per annum over the said base percent per annum, and after maturity at the said base percent per annum over the said base percent per annum, provided however, that said interest rate in no event shall be less than 9.5 percent per annum. Any increase or decrease of the rate of interest shall be effective as of the date of said annual interest rate change.

(3) Future Advances: Upon request of Mortgagee's Lender, at Lender's option prior to the release of this Mortgage, may make future Advances to Mortgagee. Such Future Advances, with interest thereon, shall be secured by this Mortgage when evidenced by the promissory notes stating that said notes are secured hereby. At no time shall the principal amount of the indebtedness secured by this Mortgage, not including sums advanced in accordance herewith to protect the security of this mortgage, exceed the original amount of the Note plus 25,000.00 US \$.

This mortgage consists of two pages. The covenants, conditions and provisions appearing on page 1 (the reverse side of this mortgage) are incorporated herein by reference and are a part hereof and shall be binding on the Mortgagee, their heirs, successors and assigns.

THIS MORTGAGE is executed by the undersigned trustee, not personally but as a Trustee as aforesaid, in the exercise of the power and authority conferred upon and vested in it as such Trustee, and said Trustee, 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 Trustee personally to pay the said note, or any interest that may accrue thereon, or any indebtedness accruing hereunder, or to perform any covenant either express or implied herein contained, all such liability, if any, being expressly waived by the Mortgagee and by every person now or hereafter claiming any right to secure a hereunder, and that said Trustee, the said trustee personally is 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, but 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 or co-maker, if any.

IN WITNESS WHEREOF, the undersigned trustee for personally but as Trustee as aforesaid, has caused these presents to be signed and its corporate seal to be hereunto affixed and attested to, this day and year first above writing.

American National Bank and Trust Company of Chicago

as aforesaid and not personally

CORPORATE SEAL

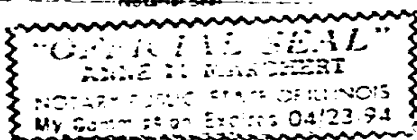
By [Signature] TRUST OFFICER
Attest [Signature] ASST. SECY

STATE OF ILLINOIS

COUNTY OF Cook ss

American National Bank and Trust Company of Chicago

COLONIAL BANK, as trustee as aforesaid and not personally
BY: SEE SIGNATURE RIDER ATTACHED



I, the undersigned, a Notary Public in and for the County and State aforesaid, DO HEREBY

CERTIFY that the above named officers of the

same persons whose names are subscribed to the foregoing instrument as such officers 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 for the uses and purposes therein set forth and that the said officers and their acknowledged that the said officers, as custodian of the corporate seal of said Company, caused the corporate seal of said Company to be affixed to said instrument as said officers on the first day above writing, and as the free and voluntary act of said Company for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this 11 day of February 19 1991

FEB 13 1991

FOR THE RECORDER'S INDEX PURPOSES INSERT STREET ADDRESS OF ABOVE DESCRIBED PROPERTY HERE

Place in Recorder's Box

No

MAIL TO

Bank of America

219 W. Madison St.

Chicago, IL 60604

1ST NATIONAL BANK OF WHEATON

151 EAST BUTTERFIELD ROAD

WHEATON, ILL

Form BG-850 Bankforms, Inc.

SIGNATURE RIDER ATTACHED TO MORTGAGE/TRUST DEED DATED February 11, 1991
 BY AND BETWEEN FIRST NATIONAL BANK OF KNEADON
 AND COLONIAL BANK AS TRUSTEE U/T/A DATED September 6, 1990 AND
 KNOWN AS TRUST NO. 1818. Property at: 3737 N. Richmond, Chicago, IL.
 as shown on Schedule A - Item 4.

THIS MORTGAGE/TRUST DEED is executed by COLONIAL BANK, 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 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 COLONIAL BANK personally to pay the said note or any interest that may accrue thereon, or any indebtedness accruing hereunder, or to perform any covenant either express or implied herein contained, all such liability, if any, being expressly waived by Trustee any 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 COLONIAL BANK 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, COLONIAL BANK, not personally but as Trustee as aforesaid, has caused these presents to be signed by its _____ Trust Officer and its corporate seal to be hereunto affixed and attested by its Asst. Secretary, the day and year first above written.

COLONIAL BANK, as Trustee as aforesaid,
 and not personally.

BY:

Lorraine Nagle, Trust Officer

Attest:

Maureen L. Prochenski
 Maureen L. Prochenski, Asst. Secretary

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State of Illinois)
 County of Cook) ss.

I, the undersigned, a Notary Public in and for the County and State aforesaid,
 DO HEREBY CERTIFY that the above named Lorraine Macle, Trust Officer,
 and Maureen L. Prochenski, Assistant Secretary
 COLONIAL BANK * . an Illinois Banking Corporation, personally known to me to be the
 same persons whose names are subscribed to the foregoing instrument as such
 Trust Officer 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 Banking
 Corporation, for the uses and purposes therein set forth; and the said Assistant
Secretary as custodian of the corporate seal of said Banking Corporation caused
 the corporate seal of said Banking Corporation to be affixed to said instrument as said
Assistant Secretary's own free and voluntary act and as the free and voluntary
 act of said Banking Corporation for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 14th day of February, 1991.

*formerly known as Colonial Bank and Trust Company of Chicago

COMMISSION EXPIRES:

Notary Public

Notary Public, State of Illinois

My Commission Expires May 5, 1992

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UNOFFICIAL COPY

SCHEDULE "A" 1 3 5 9

- (1) Lot 20 in Block 24 in Walker's Subdivision of Blocks 1 to 31 Both Inclusive of W. B. Walker's Addition to Chicago in the Southwest $\frac{1}{4}$ of Section 14, Township 40 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.
P.I.N. 13-14-324-019

Property Address: 4111 N. Lawndale, Chicago, Illinois

- (2) Lot 31 in Block 3 in A. H. Hill and Company's Northwestern Elevated Road Addition Subdivision of the North $\frac{1}{2}$ of the Southwest $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ of Section 14, Township 40 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.
P.I.N. 13-14-214-016

Property Address: 4515 N. Drake, Chicago, Illinois

- (3) Lot 7 in Block 24, in W. B. Walker's Subdivision of Blocks 1 to 31 Inclusive, of W. B. Walker's Addition to Chicago, in the Southwest $\frac{1}{4}$ of Section 14, Township 40 North, Range 13, East of the Third Principal Meridian, According to Map of Walker's Subdivision Recorded June 4, 1897, as Document Number 2547655.
P.I.N. 13-14-324-006

Property Address: 4143 N. Lawndale, Chicago, Illinois

- (4) Lot 40 in Block 3 in William Boldenwick's Addition to Under Der Linden Subdivision a Subdivision of Lot 5 in County Clerk's Subdivision of the East $\frac{1}{2}$ of the North West $\frac{1}{4}$ of Section 24, Township 40 North, Range 13 East of the Third Principal Meridian, in Cook County, Illinois.
P.I.N. 13-24-121-009

Property Address: 3737 N. Richmond, Chicago, Illinois

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