

# UNOFFICIAL COPY

**EVERGREEN BANKS**

CLEARING BANK  
5235 W. 63RD STREET  
CHICAGO, IL 60638

**COMMERCIAL MORTGAGE**

91245177

72-91-8960

819886

THIS MORTGAGE made this 17TH day of MAY, 1991 between COLE TAYLOR BANK U/I/A  
04/26/85 A/K/A TRF 4370 (hereinafter referred to as "Mortgagor") and the  
CLEARING BANK  
WHICH IS ORGANIZED AND EXISTING UNDER THE LAWS OF THE STATE OF ILLINOIS,  
AND WHOSE ADDRESS IS 5235 W. 63RD STREET,  
CHICAGO, IL 60638  
(hereinafter referred to as "Mortgagee").

WHEREAS, Mortgagor is indebted to Mortgagee in the principal sum of ONE HUNDRED SEVENTY-FIVE THOUSAND AND  
NO/100 Dollars (\$ 175000.00),  
which indebtedness is evidenced by Mortgagor's Note dated MAY 17TH, 1991 (hereinafter referred to as the "Note"),  
which Note provides for monthly installments of principal and interest of ONE THOUSAND NINE HUNDRED SIXTY ONE AND 26/100  
on the 25TH day of each month commencing with JUNE 25TH, 1991 until the Note is fully paid with  
the balance of the indebtedness, if not sooner paid, due and payable on MAY 25TH, 1996.

NOW, THEREFORE, the Mortgagor, to secure the payment of this Note with interest thereon, the payment of all other sums with interest thereon  
advanced in accordance herewith to protect the security of this Mortgage, and the performance of the covenants and agreements of the Mortgagor  
herein contained the Mortgagor does hereby mortgage, grant and convey to Mortgagee the following described real estate located in the County  
of COOK State of Illinois.

LOTS 1, 2 AND 3 IN BLOCK 1 IN THE STONE AND COMPANY'S 25TH STREET  
COLUMBUS MANOR, A SUBDIVISION OF THE NORTH 1/2 OF THE NORTH WEST 1/4 OF  
THE NORTH WEST 1/4 AND THE SOUTH WEST 1/4 OF THE NORTH WEST 1/4 OF THE  
NORTH WEST 1/4 OF SECTION 8, TOWNSHIP 37 NORTH, RANGE 13 EAST OF THE THIRD  
PRINCIPAL MERIDIAN COOK COUNTY, ILLINOIS.

15<sup>00</sup>

1991 MAY 23 PM 2:08

91245177

PERMANENT TAX IDENTIFICATION # 24-08-100-000-000, 24-08-100-009-0000, 24-08-100-010-0000

Which real estate has the address of 685 WEST 25TH STREET, WICK LAWN, IL 60453  
and which, with the property herein described, is referred to herein as the "Premises".

TOGETHER with all improvements, tenements, easements, fixtures, and appurtenances thereto belonging, and all rents, issues and profits thereof  
for so long and during all such times as Mortgagee may be entitled thereto (which are pledged primarily and on a parity with said real estate and not  
secondarily), and all fixtures, apparatus, equipment or articles now or hereafter therein or thereon used to supply heat, gas, air conditioning, water,  
light, power, sprinkler protection, waste removal, refrigeration (whether single units or centrally controlled), and ventilation, including (without restricting  
the foregoing); all fixtures, apparatus, equipment and articles, other than such as constitute said fixtures used in the operation of any business con-  
ducted upon the Premises as distinguished from fixtures which related to the use, occupancy and enjoyment of the Premises, it being understood that  
the enumeration of any specific articles of property shall in no way exclude or be held to exclude any items of property not specifically mentioned. All  
of the land, estate and property hereinabove described, real, personal and mixed, whether affixed or unaffixed or not (except where otherwise hereinabove  
specified) and all rights hereby conveyed and mortgaged are intended so to be as a unit and are hereby understood, agreed and declared to form a  
part and parcel of the real estate and to be appropriated to the use of the real estate, and shall be for the purposes of this Mortgage to be deemed  
to be real estate and conveyed and mortgaged hereby.

Mortgagee covenants that Mortgagee is lawfully seized of the real estate hereby conveyed and has the right to mortgage, grant and convey the  
Premises, that the Premises is unencumbered and that Mortgagee will warrant and defend generally the title to the Premises against all claims and  
demands, subject to any declarations, easements or restrictions listed in a schedule of exceptions to coverage in any title insurance policy insuring  
Mortgagor's interest in the Premises.

IT IS FURTHER UNDERSTOOD THAT:

- Mortgagor shall promptly pay when due the principal of and interest on the indebtedness evidenced by the Note, prepayment and late charges  
as provided in the Note, and the principal of and interest on any future advances secured by this Mortgage.
- In addition, the Mortgagor shall:
  - Promptly repair, restore or rebuild any improvement now or hereafter on the property which may become damaged or destroyed.
  - Pay immediately when due and payable all general taxes, special taxes, special assessments, water charges, sewer service charges and  
other taxes and charges against the property, including those heretofore due, (the monthly payments provided in the Note in anticipation  
of such taxes and charges to be applied thereto); and to furnish the Mortgagee, upon request, with the original or duplicate receipts therefor,  
and all such items extended against said property shall be conclusively deemed valid for the purpose of this requirement.
  - Keep the improvements now existing or hereafter erected on the property insured against loss or damage by fire, lightning, wind storm or  
such other hazards, as the Mortgagee may reasonably require to be insured against under policies providing for payment by the insurance  
companies of monies sufficient either to pay the cost of replacing or repairing the same or to pay in full the indebtedness secured hereby.  
In such companies through such agents or brokers and in such form as shall be satisfactory to the Mortgagee, until said indebtedness is  
fully paid, or in the case of foreclosure, until expiration of the period of redemption; such insurance policies, including additional and renewal  
policies shall be delivered to and kept by the Mortgagee and shall contain a clause satisfactory to the Mortgagee making them payable to  
the Mortgagee, as its interest may appear, and in case of loss under such policies, the Mortgagee is authorized to adjust, collect and com-  
promise, in its discretion, all claims thereunder and the Mortgagor agrees to sign, upon demand, all receipts, vouchers and releases required  
of him by the insurance companies; application of any of the proceeds of such insurance to the indebtedness hereby secured  
shall not excuse the Mortgagor from making all monthly payments until the indebtedness is paid in full. In the event of a loss, Mortgagor  
shall give prompt notice to the insurance carrier and Mortgagee.

This instrument was prepared by  
CENTRAL MORTGAGE PROCESSING UNIT  
FOR THE EVERGREEN BANKS  
c/o XXXXXXXXXXXXXXXXXXXX  
XXXXXXXXXXXXXXXXXXXX  
XXXXXXXXXXXXXXXXXXXX

First National Bank of Evergreen Park  
3101 W. 95th Street  
Evergreen Park, IL 60642

91245177

31245177

**BOX 333**

Box

**MORTGAGE**

TO

Clearing Bank  
5235 West 63rd Street  
Chicago, IL 60638

MAIL TO:

CENTRAL MORTGAGE PROCESSING UNIT

CO MICHIGAN NATIONAL BANK

MISSOURI NATIONAL BANK

OKLAHOMA NATIONAL BANK

First National Bank of Evergreen Park

3101 W. 95th Street

Evergreen Park, IL 60642

Loan No. 10020425

Property of Cook County Clerk's Office

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15. Upon payment of all sums secured by this Mortgage, Mortgagee shall release this Mortgage without charge to Mortgagor. Mortgagor shall pay all costs of recordings of any documentation necessary to release this Mortgage.

16. Mortgagor assigns to Mortgagee and authorizes the Mortgagee to negotiate for and collect any award for condemnation of all or any part of the Premises. The Mortgagee may, in its discretion, apply any such award to amounts due hereunder, or for restoration of the Premises.

17. Mortgagor shall not and will not apply for or avail itself of any appraisal, valuation, stay, extension or exemption laws, or any so-called "moratorium Laws", now existing or hereafter enacted, in order to prevent or hinder the enforcement or foreclosure of this Mortgage, but hereby waives the benefit of such laws. Mortgagor does hereby expressly waive any and all rights of redemption from sale under any order or decree of foreclosure of this Mortgage on behalf of Mortgagor and each and every person except decree or judgment creditors of the Mortgagor in its representative capacity and of the trust estate, acquiring any interest in or title to the Premises subsequent to the date of this Mortgage.

18. This Mortgage shall be governed by the law of the jurisdiction in which the Premises are located. In the event one or more of the provisions contained in this Mortgage shall be prohibited or invalid under applicable law, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Mortgage.

IN WITNESS WHEREOF, the undersigned have signed this Mortgage on the day and year first above written at CHICAGO, Illinois.

COLE TAYLOR BANK  
U/LA D10. 01/26/85A/K/A TRN 4370

BY: [Signature] Trust Officer restricting any liability of  
TRUST OFFICER stamped on the reverse side  
ATTEST: [Signature] hereto is hereby authorized  
VICE PRESIDENT in any part hereby.

STATE OF ILLINOIS }  
COUNTY OF COOK } ss.

I, the undersigned a Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY THAT Sandra T. Russell and Eugene C. Hunziker personally known to me and known by me to be the Trust Officer and Secretary respectively of COLE TAYLOR BANK in whose name the above and foregoing instrument is executed, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their free and voluntary act and as the free and voluntary act of said Vice President, as aforesaid, for the uses and purposes therein set forth, and the said Secretary then and there acknowledged that he, as custodian of the corporate seal of said Bank did affix the said corporate seal to said instrument as his free and voluntary act and as the free and voluntary act of said Bank as aforesaid for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 17TH day of MAY, 1991.



[Signature]  
Notary Public

STATE OF ILLINOIS }  
COUNTY OF COOK } ss.

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(s) whose name(s) (is) (are) subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that \_\_\_\_\_ 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  
My Commission Expires \_\_\_\_\_

### EXCULPATORY CLAUSE

It is expressly understood and agreed by and between the parties hereto that each and all of the warranties, indemnities, representations, covenants, conditions and agreements made on the part of the Trustee while in full performance of the duties hereunder, including the making, issuing, and delivery of any and all such warranties, indemnities, representations, covenants, conditions and agreements, shall be made with the intention of binding and protecting the Trustee and the Trust Agreement is hereby acknowledged and the Trustee shall not be held liable for any and all such warranties, indemnities, representations, covenants, conditions and agreements made on his or her own right, but solely in the exercise of the powers conferred upon it by the Trust Agreement, and the Trustee's personal responsibility is assumed by and shall at any time be assumed by the Trust Agreement, and the Trustee shall not be held liable for any and all such warranties, indemnities, representations, covenants, conditions and agreements made on his or her own right, but solely in the exercise of the powers conferred upon it by the Trust Agreement, and the Trustee's personal responsibility is assumed by and shall at any time be assumed by the Trust Agreement, and the Trustee shall not be held liable for any and all such warranties, indemnities, representations, covenants, conditions and agreements made on his or her own right, but solely in the exercise of the powers conferred upon it by the Trust Agreement, and the Trustee's personal responsibility is assumed by and shall at any time be assumed by the Trust Agreement.

COLE TAYLOR BANK

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