

This Mortgage dated as of
whose address is

UNOFFICIAL COPY
91273455
First American Bank of Riverside
as Trustee, 1977, dated January 25th 1985 Trust#380

(the "Mortgagor") and COMMERCIAL NATIONAL BANK OF BERWYN 3322 S. Oak Park Ave., Berwyn, Ill. 60402, a national banking association, (the "Mortgagee")

Whereas, the Mortgagor is indebted to the Mortgagee in the principal sum of **One hundred thousand dollars and no cents** Dollars (\$ **100,000.00**), or the aggregate unpaid amount of all loans made by the Mortgagee pursuant to that certain Home Equity Revolving Line of Credit Agreement (the "Agreement") of even date herewith, whichever is less. This indebtedness is evidenced by the Agreement executed by Mortgagor which Agreement provides for monthly interest payments at the rates and at the times provided for in the Agreement, with the full indebtedness, plus interest thereon, if not paid earlier, due and payable on demand after five (5) years from the date of this Mortgage. The Mortgagee will provide the Mortgagor with a final payment notice at least 90 days before the final payment must be made. The Agreement provides that loans may be made from time to time (but in no event later than twenty (20) years from the date hereof) not to exceed the above stated maximum loan amount outstanding at any one time. All future loans will have the same priority as the original loan.

All payments received by Mortgagee under the Agreement shall be applied first to fees and charges payable pursuant to the Agreement, next to any amounts advanced by the Mortgagee under this Mortgage, next to any billed and unpaid interest, next to the principal amounts outstanding under the Agreement, and then to accrued and unbilled interest.

To secure the payment of the indebtedness incurred pursuant to the Agreement 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 this Mortgage and in the Agreement, the Mortgagor does hereby mortgage, warrant, grant and convey to the Mortgagee the following described real estate located in the County of **Cook**, State of Illinois, to wit:

\$ 17.00

The South 100 feet of the North 105 feet of Lot 26 in Maplewood Division of Riverside, being a Subdivision of that part of the Northeast 1/4 of Section 35, Township 39 North, Range 12, East of the Third Principal Meridian, lying East of the DesPlaines River and North and West of the right of way of the Suburban Railroad, in Cook County, Illinois.

THIS IS A JUNE TRUST DEED
COOK COUNTY, ILLINOIS

1991 JUN -7 AM 11:00

91273455

Commonly known as:

201 Maplewood, Riverside, Illinois

PIN: 15-35-203-015

Together with all buildings, improvements, fixtures or appurtenances now or hereafter erected thereon or placed therein, including all apparatus, equipment, fixtures or articles, whether in single units or centrally controlled, used to supply heat, gas, air conditioning, water, light, power, refrigeration, ventilation or other services, and any other thing now or hereafter, therein or thereon, the furnishing of which by lessors to lessees is customary or appropriate, including screens, window shades, storm doors and windows, floor coverings, screen doors, in-a-door beds, awnings, water heaters (all of which are intended to be and are hereby declared to be a part of said real estate whether physically attached thereto or not), and also together with all easements and the rents, issues and profits of said premises which are hereby pledged, assigned, transferred and set over unto the Mortgagee, whether now due or hereafter to become due as provided herein; and all of the foregoing, together with said real estate (or leasehold estate if this Mortgage is on a leasehold) are herein referred to as the "Property". The Mortgagee is hereby subrogated to the rights of all mortgages, lienholders and others paid off by the proceeds of the Agreement hereby secured.

To have and to hold the Property, with said buildings, improvements, fixtures, appurtenances, apparatus and equipment, unto said Mortgagee forever for the uses 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 Mortgagor does hereby release and waive.

THE MORTGAGOR COVENANTS:

A. (1) To pay the indebtedness and the interest thereon as stated in said Agreement, or according to any agreement extending the time of payment thereof; (2) To pay when due and before any penalty attaches thereto all taxes, special taxes, special assessments, water charges, and sewer service charges against the Property (including those heretofore due), and to furnish Mortgagee, upon request, duplicate receipts therefor, and all such items extended against the Property shall be conclusively deemed valid for the purpose of this requirement; (3) To keep the improvements now or hereafter upon the Property insured against damage by fire hazards included within the term "extended coverage," and such other hazards as the Mortgagee may require to be insured against and to provide public liability insurance and such other insurance as the Mortgagee may require, until said indebtedness is fully paid, or in case of foreclosure, until expiration of the period of redemption, for the full insurable value thereof, in such companies and in such form as shall be satisfactory to the Mortgagee; such insurance policies shall remain with the Mortgagee during said period or periods, and contain the usual clause making them payable to the Mortgagee; and in case of foreclosure sale payable to the owner of the certificate of sale, owner of any deficiency, any receiver or redemptionor, or any grantee in a deed pursuant to foreclosure; and in case of loss under such policies, the Mortgagee is authorized to adjust, collect and compromise, in its discretion, all claims thereunder and to execute and deliver on behalf of the Mortgagor all necessary proofs of loss, receipts, vouchers, releases and acquittances required to be signed by the insurance companies, and the Mortgagor agrees to sign, upon demand, all receipts, vouchers and releases required of it to be signed by the Mortgagee for such purposes, and the Mortgagee is authorized to apply the proceeds of any insurance claim to the restoration of the Property or upon the indebtedness hereby secured in its discretion, but monthly payments shall continue until said indebtedness is paid in full; (4) Immediately after destruction or damage, to commence and promptly complete the rebuilding or restoration of buildings and improvements now or hereafter on the Property, unless Mortgagee elects to apply on the indebtedness secured hereby the proceeds of any insurance covering such destruction or damage; (5) To keep the Property in good condition and repair, without waste, and free from any mechanic's or other lien or claim of lien not expressly authorized to the lien hereof; (6) To comply with the provisions of any lease if this Mortgage is on a leasehold; (7) To perform all obligations under any declaration, covenant, by laws, regulations, and constituent documents governing the Property if the Mortgage is on a condominium or a planned unit development; (8) Not to make, suffer or permit any unlawful use of or any nuisance to exist on the Property nor to diminish nor impair its value by any act or omission to act; (9) To comply with all requirements of law with respect to Mortgaged premises and the use thereof; (10) Not to make, suffer or permit, without the written permission of the Mortgagee being first had and obtained, (a) any use of the Property for any purpose other than that for which it is now used, (b) any alterations, additions, demolition, removal or sale of any improvements, apparatus, appurtenances, fixtures or equipment now or hereafter upon the Property, (c) any purchase on conditional sale, lease or agreement under which title is reserved in the vendor, of any apparatus, fixtures or equipment to be placed in or upon any buildings or improvements on the Property, (d) any sale, assignment or transfer of any right, title or interest in and to the Property or any portion thereof including, but not limited to, any installment contract or articles of agreement for deed, unless otherwise permitted hereunder; (11) To complete

EXONERATION PROVIDED REGARDING
LIABILITY OF FIRST AMERICAN BANK
OF RIVERSIDE IS APPROVED BY THE
AND EXPRESSLY MADE A PART HEREOF

REL TITLE GUARANTY ORDER # C469276192

all indebtedness secured hereby is paid in full or until the delivery of a deed pursuant to a judgment foreclosing the lien hereof, but if no deed be issued, then until the expiration of the statutory period during which it may be issued. Mortgagee shall, however, have the discretionary power at any time to refuse to take or to abandon possession of the Property without affecting the lien hereof. Mortgagor shall have all powers, if any, which it might have had without this paragraph. No suit shall be maintainable against Mortgagee based upon acts or omissions relating to the subject matter of this paragraph unless commenced within sixty days after Mortgagee's possession ceases.

J. That each right, power and remedy conferred by this Mortgage or the Agreement upon the Mortgagee is cumulative of every other right or remedy of the Mortgagee, whether herein or by law conferred, and may be enforced concurrently therewith, that no waiver by the Mortgagee of performance of any covenant contained herein or in the Agreement shall thereafter in any manner affect the right of Mortgagee to require or enforce performance of the same or any other of said covenants; that wherever the context hereof requires, the masculine gender, as used herein, shall include the feminine and the neuter, and singular number, as used herein, shall include the plural, that all rights and obligations under this Mortgage shall extend to and be binding upon the respective heirs, executors, administrators, successors and assigns of the Mortgagor, and the successors and assigns of the Mortgagee, and that the powers herein mentioned may be exercised as often as occasion therefor arises.

K. Mortgagee may make or cause to be made reasonable entries upon and inspections of the Property, provided that Mortgagee shall give Mortgagor notice prior to any such inspection specifying reasonable cause therefor related to Mortgagee's interest in the Property.

L. Except for any notice required under applicable law to be given in another manner, (a) any notice to Mortgagor provided for in this Mortgage shall be given by mailing such notice by regular mail, addressed to Mortgagor at the Property address or at such other address as Mortgagor may designate by notice to Mortgagee as provided herein, and (b) any notice to Mortgagee shall be given by certified mail, return receipt requested to Mortgagee's address stated herein or to such other address as Mortgagee may designate by notice to Mortgagor as provided herein. Any notice provided for in this Mortgage shall be deemed to have been given to Mortgagor or Mortgagee when given in the manner designated herein.

M. This Mortgage shall be governed by the law of the State of Illinois. In the event that any provision or clause of this Mortgage or the Agreement conflicts with applicable law, such conflict shall not affect other provisions of this Mortgage or the Agreement which can be given effect without the conflicting provision and to this end the provisions of the Mortgage and the Agreement are declared to be severable.

N. Upon payment of all sums secured by this Mortgage and termination of the Agreement, Mortgagee shall release this Mortgage.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this

13th day of May

1991

First American Bank of Riverside, as Trustee Under Trust Agreement dated January 24, 1985 and known as Trust Number 380

BY: *[Signature]* (SEAL)

ATTEST: *[Signature]* (SEAL)

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

Joseph A. Barriett
and Donato DeLeonardis

personally known to me to be the same person or persons whose name or names is or are subscribed to the foregoing mortgage, appeared before me this day in person and acknowledged that they signed, sealed and delivered the said mortgage as their free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of all rights under any homestead, exemption and valuation laws.

GIVEN under my hand and Notarial Seal this

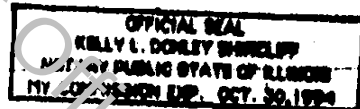
13th day of May

[Signature] Notary Public

THIS INSTRUMENT PREPARED BY

[Signature]

COMMERCIAL NATIONAL BANK OF BERWYN
3322 South Oak Park Avenue
Berwyn, Illinois 60402
James A. Cairo/mag



BOX 169

91273455

1. That in case of failure to perform any of the covenants herein, Mortgagee may do on Mortgageor's behalf everything so covenanted; that said Mortgagee may also do any act it may deem necessary to protect the lien hereof, that Mortgageor will repay upon demand any moneys paid or disbursed by Mortgagee for any of the above purposes and such moneys together with interest thereon at the rate payable from time to time on outstanding principal under the Agreement shall become so much additional indebtedness secured by this Mortgage with the same priority as the original indebtedness and may be included in any judgment foreclosing this Mortgage and be paid out of the rents or proceeds of sale of the Property if not otherwise paid; that it shall not be obligatory upon the Mortgagee to inquire into the validity of any lien, encumbrance or in advancing moneys as above authorized, but nothing herein contained shall be construed as requiring the Mortgagee to advance any moneys for any purpose nor to do any act hereunder; and the Mortgagee shall not incur any personal liability because of anything it may do or omit to do hereunder.

2. That it is the intent hereof to secure payment of the indebtedness due under the Agreement whether the entire amount shall have been advanced to the Mortgageor at the date hereof or at a later date, or having been advanced, shall have been repaid in part and further advances made at a later date under the terms of this Mortgage and the Agreement.

3. That if all or any part of the Property, or any interest therein, or if the Mortgageor is a joint tenant, if all or any part of the beneficial interest in said trust is sold, transferred or assigned by the beneficiaries without the prior consent of the Mortgagee, excluding (a) the creation of a lien or encumbrance subordinate to this Mortgage, (b) the creation of a purchase money security interest for household appliances, (c) a transfer by devise, descent, or by obligation of law upon the death of a joint tenant, or (d) the grant of any leasehold interest in three years or less not containing an option to purchase, Mortgagee, may, at Mortgagee's option, declare without notice all of the sums secured by this Mortgage to be immediately due and payable.

4. Subject to the terms of this paragraph, in the event the ownership of the Property or any part thereof becomes vested in a person other than the Mortgageor, the Mortgagee may, without notice to the Mortgagee, deal with such successors in interest with reference to this Mortgage and the indebtedness hereby secured in the same manner as with the Mortgageor, and may foreclose or pay or extend time for payment of the indebtedness, secured hereby, without clearinging or in any way affecting the liability of the Mortgageor hereunder or upon the obligations hereby secured.

5. That in case of the essence hereof, and if default be made in performance of any covenant contained herein or in the Agreement, or in making any payment under the Agreement or any extension or renewal thereof, or if proceedings be instituted to enforce any other lien or charge upon any of the Property, or upon the thing of a proceeding in bankruptcy by or against the Mortgageor, or if the Mortgageor shall make an assignment for the benefit of his creditors or if the property be placed under control or in custody of any court, or if the Mortgageor abandons any of the premises or in the event of the transfer of, or agreement to transfer, any right, title or interest in the Property or any portion thereof not otherwise permitted hereunder, or if the Mortgagee finds to complete within a reasonable time, any building or building now or at any time in process of erection upon the Property, or upon the filing of a suit to condemn, all or a part of the Property, then and in any of said events, the Mortgagee may hereby foreclose and empowered, at its option, and without affecting the lien hereby created or the priority of and lien or any right of the Mortgagee hereunder, to declare, without notice all sums secured hereby immediately due and payable, whether such default be remedied by the Mortgageor, and apply toward the payment of the Mortgage indebtedness any indebtedness of the Mortgagee to the Mortgageor and the Mortgagee may also immediately proceed to foreclose this Mortgage, and in any foreclosure a sale may be made of the Property en masse without offering the several parts separately; That in the event that the ownership of the Property, or any part thereof, becomes vested in a person other than the Mortgageor and any part of the sums secured hereby remain unpaid, and in the further event that the Mortgagee does not elect to declare such sums immediately due and payable, the Mortgageor shall pay to the Mortgagee (a) the cost of maintaining the records of the Mortgage to show the change of ownership; (b) the cost of any foreclosure proceeding hereunder; (c) the court in which the 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 and rent and to collect the rents, issues and profits of the Property, and the receiver shall be appointed by the court, and if a receiver shall be appointed he shall remain in possession of the Property until the expiration of the statutory period during which it may be leased, and no lease shall be nullified by the appointment or entry in possession of a receiver, but he may elect to terminate any lease pursuant to the lien hereof, and upon the foreclosure of the Property, there shall be allowed and included a reasonable and adequate compensation for the protection and preservation of the Property, including the expenses of the receiver, together with the provisions of the laws, costs, taxes, expenses and other charges with necessary 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expenses of the receiver, but he may elect to terminate any lease pursuant to the lien hereof, and upon the foreclosure of the

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LAND TRUST RIDER TO MORTGAGE

This Rider is dated May 13th, 1991 and is a part of and amends and supplements the Mortgage, ("Mortgage") of the same date executed by the undersigned ("Trustee"), First American Bank of Riverside [a national banking association] [an Illinois banking corporation], not personally but as Trustee under the provisions of a deed or deeds in trust duly recorded and delivered to the undersigned pursuant to a Trust Agreement dated January 24th, 1985, and known as Trust No. 380 ("Trust No. 380") to secure a certain Home Equity Revolving Line of Credit Agreement executed by the Trustee and the beneficiaries under Trust No. 380 ("Agreement") of the same date to Commercial National Bank of Berwyn ("Bank"). The Mortgage covers the property described in the Mortgage and located at: 201 Maplewood, Riverside, Illinois

The Trustee agrees that the Mortgage is amended and supplemented to read as follows:

- A. The property covered by the Mortgage (referred to as "Property" in the Mortgage) includes, but is not limited to, the right of the Trustee, if any, or of any beneficiary of Trust No. 380, and covering the Property to manage, control or possess the Property or to receive the net proceeds from the rental, sale, hypothecation or other disposition thereof, whether such right is classified as real or personal property.
- B. This Mortgage is executed by the undersigned, 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 the undersigned thereby warrants that it possesses full power and authority to execute this instrument), and it is expressly understood and agreed that nothing herein or in the Agreement contained shall be construed as creating any liability on the undersigned personally to pay the Agreement 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 or security hereunder, and that so far as the undersigned and its successors personally are concerned, the legal holder or holders of the Agreement and the owner or owners of any indebtedness accruing hereunder shall look solely to the Property hereby conveyed for the

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UNOFFICIAL COPY

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payment thereof, by the enforcement of the lien hereby created, in the manner herein and in the Agreement provided or by action to enforce the personal liability of the guarantor, if any.

IN WITNESS WHEREOF, First American Bank, not personally but as Trustee as aforesaid, has caused these presents to be signed by its Vice President, and its corporate seal to be hereunto affixed and attested by its Assistant Secretary, the 13th day of May, 1991.

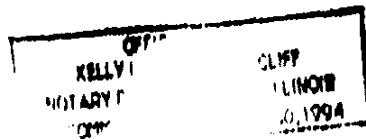
First American Bank
as Trustee as aforesaid and not
personally under Trust No. 380
and dated 1/24/85

By: Joseph A. Bayless
Assistant Vice President
Attest: [Signature]
Assistant Secretary

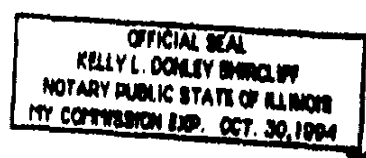
STATE OF ILLINOIS)
COUNTY OF COOK)

I, Kelly L. Donley Shurcliff, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Joseph A. Bayless, Asst Vice President of COMMERCIAL NATIONAL BANK OF BERWYN and Donato DeLeonardis, of said Bank who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such officers appear 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 Bank, as Trustee as aforesaid, for the uses and purposes therein set forth; and the said Assistant Secretary then and there acknowledged that said Assistant Secretary as custodian of the corporate seal of said Bank did affix the corporate seal of said Bank to said instrument as said Assistant Secretary own free and voluntary act and as the free and voluntary act of said Bank, as Trustee as aforesaid, for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this 13th day of May, 1991.



Kelly L. Donley Shurcliff
Notary Public



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EXCULCATION OF TRUSTEE

It is expressly understood and agreed by and between the parties hereto, anything herein to the contrary notwithstanding, that each and all of the warranties, indemnities, representations, covenants, undertakings and agreements herein made on the part of the Trustee, while in form purporting to be the warranty, indemnity, representations, covenants, undertakings and agreements of First American Bank as said Trustee, are nevertheless each and every one of them, made and intended not as personal warranties, indemnities, representations, covenants, undertakings and agreements by First American Bank or any of its directors, officers, employees, or shareholders or for the purpose or with the intention of binding First American Bank or any of its directors, officers, employees, or shareholders personally but are made and intended for the purpose of binding only that portion of the trust property specifically described herein, and this instrument is executed and delivered by First American Bank not in its own right, but solely in the exercise of the powers conferred upon it as such Trustee, and no personal liability or personal responsibility is assumed by nor shall at any time be asserted or enforceable by any person against First American Bank or any of its directors, officers, employees, or shareholders on account of this instrument or on account of any warranty, indemnity, representation, covenant, undertaking or agreement of the Trustee in this instrument, all such personal liability, if any, being expressly waived and released and any recovery therefor being limited to the property hereby conveyed and the enforcement of remedies under the documents and instruments creating, securing, or otherwise governing the obligations secured by this instrument; provided however, this clause shall not impair the enforceability or adversely affect the availability of any rights that may otherwise be available to Mortgagee or the obligations of any co-signer, endorser, or guarantor of the obligations secured by this instrument; and provided further, that the foregoing limitations on personal liability shall not impair the validity of the indebtedness secured by Mortgagee's collateral or the lien or security interest on the collateral or the right of Mortgagee as mortgagee or secured party to foreclose and/or enforce rights against the collateral after default by the Mortgagor. Subject to the foregoing, the warranties, indemnities, representations, covenants, undertakings and agreements herein made on the part of the Trustee are made for the sole benefit of Mortgagee, and no other person or persons, other than Mortgagee's successors or permitted assigns, shall have any benefits, rights, or remedies by reason of such warranties, indemnities, representations, covenants, undertakings and agreements herein made on the part of the Trustee. Nothing herein shall be deemed to be a waiver of any right which Mortgagee may have under sections 506(a), 506(b), 1111(b) or any other provision of the Bankruptcy Reform Act of 1978, as at any time amended or reinstated, to file a claim for the full amount of the debt owing to Mortgagee in the event Mortgagor or its beneficiary should become the subject of a petition for bankruptcy or reorganization or to require that all collateral shall continue to secure all of the indebtedness owing to Mortgagee in accordance with the documents and instruments creating, securing, or otherwise governing the obligations secured by this instrument.