

For Use With Note Form No. 1447

91286324

CAUTION: Consult a lawyer before using or acting under this form. Neither the publisher nor the seller of this form makes any warranty with respect thereto, including any warranty of merchantability or fitness for a particular purpose.

THIS INDENTURE, made June 3 1991, between

BANK OF CHICAGO GARFIELD RIDGE

AS TRUSTEE U/T/A No. 89-2-1 (February 1, 1989)

and not individually,
of 6353 W. 55th St., Chicago IL 60638
(NO. AND STREET) (CITY) (STATE)

herein referred to as "Mortgagors," and INDUSTRIAL FILTER &
PUMP MANUFACTURING COMPANY

5900 Ogden Ave., Cicero IL 60650.
(NO. AND STREET) (CITY) (STATE)

herein referred to as "Mortgagee," witnesseth:

THAT WHEREAS the Mortgagors are justly indebted to the Mortgagee upon the installment note of even date herewith, in the principal sum of One Hundred Fifty Thousand and no/100 DOLLARS (\$ 150,000.00), payable to the order of and delivered to the Mortgagee, in and by which note the Mortgagors promise to pay the said principal sum and interest at the rate and in installments as provided in said note, with a final payment of the balance due on the 3rd day of July, 1994 and all of said principal and interest are made payable at such place as the holders of the note may, from time to time, in writing appoint, and in absence of such appointment, then at the office of the Mortgagee at 5900 Ogden Ave., Cicero, Illinois 60650.

NOW, THEREFORE, the Mortgagors to secure the payment of the said principal sum of money and said interest in accordance with the terms, provisions and limitations of this mortgage, and the performance of the covenants and agreements herein contained, by the Mortgagors to be performed, and also in consideration of the sum of One Dollar in hand paid, the receipt whereof is hereby acknowledged, do by these presents **CONVEY AND WARRANT** unto the Mortgagee, and the Mortgagee's successors and assigns, the following described Real Estate and all of their estate, right, title and interest therein, situate, lying and being in the Village of Willow Springs COUNTY OF Cook AND STATE OF ILLINOIS, to wit:

(See attached Exhibit A)

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All representations and undertakings of BANK OF CHICAGO / GARFIELD RIDGE as trustee as aforesaid and not individually are those of its beneficiaries only and no liability is assumed by or should be asserted against BANK OF CHICAGO / GARFIELD RIDGE personally as a result of the signing of this instrument.

which, with the property hereinafter described, is referred to herein as the "premises."

Permanent Real Estate Index Number(s): 18-33-409-008

Address(es) of Real Estate: 704 Cedar Street, Willow Springs, IL

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 Mortgagors may be entitled thereto (which are pledged primarily and on a parity with said real estate and not secondarily) and all apparatus, equipment or articles now or hereafter therein or thereon used to supply heat, gas, air conditioning, water, light, power, refrigeration (whether single units or centrally controlled), and ventilation, including (without restricting the foregoing), screens, window shades, storm doors and windows, floor coverings, inador beds, awnings, stoves and water heaters. All of the foregoing are declared to be a part of said real estate whether physically attached thereto or not, and it is agreed that all similar apparatus, equipment or articles hereafter placed in the premises by Mortgagors or their successors or assigns shall be considered as constituting part of the real estate.

TO HAVE AND TO HOLD the premises unto the Mortgagee, and the Mortgagee's successors and assigns, forever, for the purposes, and upon the uses herein set forth, free from all rights and benefits under and by virtue of the Homestead Exemption Laws of the State of Illinois, which said rights and benefits the Mortgagors do hereby expressly release and waive.

The name of a record owner is:

This mortgage consists of two pages. The covenants, conditions and provisions appearing on page 2 (the reverse side of this instrument) are incorporated herein by reference and are a part hereof and shall be binding on Mortgagors, their heirs, successors and assigns.

Witness the hand . . . and seal . . . of Mortgagors the day and year first above written.

Bank of Chicago Garfield Ridge (Seal)

As Trustee Aforesaid and not Individually. (Seal)

PLEASE PRINT OR TYPE NAME(S) BELOW SIGNATURE(S)

By Rosemarie J. Baran (Seal)

Terrence Superczynski (Seal)

Land Trust Officer

Senior Vice President

State of Illinois, County of Cook M.,

I, the undersigned, a Notary Public in and for said County

in the State aforesaid, DO HEREBY CERTIFY that Rosemarie J. Baran, Land Trust Officer and Terrence Superczynski, Sr. Vice Pres officers of Bank of Chicago/Garfield Ridge

personally known to me to be the same persons . . . whose name is subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that they signed, sealed and delivered the said instrument as their 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 official seal, this 3rd day of June 1991
Commission expires 5/5/93

Tracy Ann Zook
Notary Public

This instrument was prepared by Brian J. Mulhern, 907 N. Elm, Hinsdale, IL 60521
(NAME AND ADDRESS)

Mail this instrument to Brian J. Mulhern, 907 N. Elm, Suite 20A
(NAME AND ADDRESS)

Hinsdale IL
(CITY) (STATE)

OR RECORDER'S OFFICE BOX NO. **BOX 260**

" OFFICIAL (215556) "
TRACY ANN ZOOK
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 5/5/93

UNOFFICIAL COPY

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Property of Cook County Clerk's Office

~~14. The Mortgagee shall have the right to inspect the premises at all reasonable times and access thereto shall be permitted for that purpose.~~

~~15. The Mortgagors shall periodically deposit with the Mortgagee such sums as the Mortgagee may reasonably require for payment of taxes and assessments on the premises. No such deposit shall bear any interest.~~

16. If the payment of said indebtedness or any part thereof be extended or varied or if any part of the security be released, all persons now or at any time hereafter liable therefor, or interested in said premises, shall be held to assent to such extension, variation or release, and their liability and the lien and all provisions hereof shall continue in full force, the right of recourse against all such persons being expressly reserved by the Mortgagee, notwithstanding such extension, variation or release.

17. Mortgagee shall release this mortgage and lien thereof by proper instrument upon payment and discharge of all indebtedness secured hereby ~~and payment of a reasonable fee to Mortgagee for the execution of such release.~~

18. This mortgage and all provisions hereof, shall extend to and be binding upon Mortgagors and all persons claiming under or through Mortgagors, and the word "Mortgagors" when used herein shall include all such persons and all persons liable for the payment of the indebtedness or any part thereof, whether or not such persons shall have executed the note or this mortgage. The word "Mortgagee" when used herein shall include the successors and assigns of the Mortgagee named herein and the holder or holders, from time to time, of the note secured hereby.