

UNOFFICIAL COPY

BOX 333 - TH

Gary M. Clark

Lorraine L. Clark

7134 West 63rd Place

Chicago, Illinois 60638

This mortgage was prepared by (Name) Julie Ann Kollinek

(Address) 7549 West 63rd St., Summit, IL 60501

Harris Bank Argo
7549 West 63rd Street
Summit, IL 60501

MORTGAGOR

"I" includes each mortgagor above.

MORTGAGEE

"You" means the mortgagee, its successors and assigns.

7307-1340

FALL

BANK OF CHICAGO / GARFIELD RIDGE, Garfield Ridge Trust and Savings Bank, a Corporation of the United States of America, as Trustee Under Trust Agreement Dated April 22, 1976 and Known as Trust Number 76-4-9, & not individually, mortgage and convey to you to secure the payment of the secured debt described below, on

June 24, 1991 the real estate described below and all rights, easements, appurtenances, rents, leases and existing and future improvements and fixtures (all called the "property").

PROPERTY ADDRESS: 7134 West 63rd Place Chicago Illinois 60638

14⁰⁰

LEGAL DESCRIPTION:

LOT 10 (EXCEPT THE EAST 26 FEET THEREOF) IN BLOCK 48 IN FREDERICK H. BARTLETT'S CHICAGO HIGHLANDS IN THE NORTH WEST 1/4 OF THE NORTH WEST 1/4 OF SECTION 19, TOWNSHIP 38 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

COOK COUNTY, ILLINOIS

TAX I.D. #19-19-100-037 1991 JUL 12 PM 1:36 91346969

located in Cook County, Illinois.

TITLE: I covenant and warrant title to the property, except for encumbrances of record, municipal and zoning ordinances, current taxes and assessments not yet due and

SECURED DEBT: This mortgage secures repayment of the secured debt and the performance of the covenants and agreements contained in this mortgage and in any other document incorporated herein. Secured debt, as used in this mortgage, includes any amounts I owe you under this mortgage or under any instrument secured by this mortgage.

The secured debt is evidenced by (List all instruments and agreements secured by this mortgage and the dates thereof.):

Future Advances: All amounts owed under the above agreement are secured even though not all amounts may yet be advanced. Future advances under the agreement are contemplated and will be secured and will have priority to the same extent as if made on the date this mortgage is executed.

Revolving credit loan agreement dated June 24, 1991, with initial annual interest rate of 9.5%. All amounts owed under this agreement are secured even though not all amounts may yet be advanced. Future advances under the agreement are contemplated and will be secured and will have priority to the same extent as if made on the date this mortgage is executed.

The above obligation is due and payable on June 24, 1996 if not paid earlier. The total unpaid balance secured by this mortgage at any one time shall not exceed a maximum principal amount of: Sixty thousand and no/100 Dollars (\$ 60,000.00), plus interest, plus any disbursements made for the payment of taxes, special assessments, or insurance on the property, with interest on such disbursements.

Variable Rate: The interest rate on the obligation secured by this mortgage may vary according to the terms of that obligation. A copy of the loan agreement containing the terms under which the interest rate may vary is attached to this mortgage and made a part hereof.

TERMS AND COVENANTS: I agree to the terms and covenants contained in this mortgage and in any riders described below and signed by me.

Commercial Construction

SIGNATURES:

BANK OF CHICAGO / GARFIELD RIDGE, FORMERLY KNOWN AS Garfield Ridge Trust and Savings Bank, a Corporation of the United States of America, as Trustee Under Trust Agreement Dated April 22, 1976 and Known as Trust Number 76-4-9, & not individually.

TRUSTEE'S SIGNATORY AND EXONERATION PROVISION RESTRICTING ANY LIABILITY OF BANK OF CHICAGO / GARFIELD RIDGE, STATED ON THE ATTACHED RIDER, IS HEREBY

The foregoing instrument was acknowledged before me this day of by

Corporate or Partnership Acknowledgment

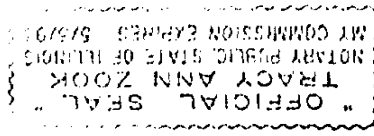
of (Name of Corporation or Partnership) on behalf of the corporation or partnership.

My commission expires (Date)

OFFICIAL SEAL FRANCINE M. FRANCONI NOTARY PUBLIC, STATE OF ILLINOIS MY COMMISSION EXPIRES 12-8-94

Notary Public signature

91346969



Tracy Ann Zook
NOTARY PUBLIC

Given under my hand and Notarial Seal this 24th day of June, 1991.

I, the undersigned, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY that the above named officers of BANK OF CHICAGO / GARFIELD RIDGE, a Corporation, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such title as designated above, 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 Corporation for the use and purposes therein set forth, and said attesting officer, as custodian of the corporate seal of said Corporation, did affix said corporate seal to the said instrument as his/her own free and voluntary act and as the free and voluntary act of said Corporation for the use and purposes therein set forth.

STATE OF ILLINOIS)
COUNTY OF COOK)
SS:)

ATTEST:
By: *James J. ...*
Assistant Vice President

Land Trust Officer

By: *...*
BANK OF CHICAGO / GARFIELD RIDGE, AS TRUSTEE
UNDER TRUST NO. 76-4-9 AND NOT INDIVIDUALLY

THIS RIDER IS ATTACHED TO AND MADE A PART OF THE REAL ESTATE MORTGAGE DATED JUNE 24, 1991 IN THE AMOUNT OF \$60,000.00 TO HARRIS BANK ARCO. RE: BANK OF CHICAGO / GARFIELD RIDGE u/c/a Dtd 4-22-76 a/k/a Trust #76-4-9. This document is signed by BANK OF CHICAGO / GARFIELD RIDGE, not individually but solely as Trustee under Trust Agreement mentioned in said document. Said Trust Agreement is hereby made a part hereof and any claims against said Trustee which may result from the signing of this document shall be payable only out of any trust property which may be held thereunder, except that no duty shall rest upon BANK OF CHICAGO / GARFIELD RIDGE personally, or as Trustee, to acquiesce any of the earnings, avails or proceeds of any real estate in said Trust. Said Trustee shall not be personally liable for the performance of any of the terms and conditions of this document or for the validity or condition of the title of said property or for any agreement with respect thereto. Any and all personal liability of BANK OF CHICAGO / GARFIELD RIDGE is hereby expressly waived by the parties hereto and their respective successors and assigns. All warranties, covenants, indemnities and representations of each and every kind are those of the Trustee's beneficiaries only, and shall not in any way be considered the responsibility and liability of BANK OF CHICAGO / GARFIELD RIDGE. This Trustee's exculpatory clause shall be controlling in the event of a conflict of terms created by the documents executed by BANK OF CHICAGO / GARFIELD RIDGE as trustee.

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Property of County of Cook

1. **Payments.** I agree to make all payments on the secured debt when due, unless we agree otherwise, any payments you receive from me or from a third party will be applied first to any amount I owe you on the secured debt (including interest or principal), second, to interest and then to principal. If partial prepayment of the secured debt occurs for any reason, it will not reduce or excuse any subsequently scheduled payment until the secured debt is paid in full.
2. **Claims against Title.** I will pay all taxes, assessments, liens and encumbrances on the property when due and will defend title to the property against any claims which would impair the lien of this mortgage. You may require me to improve or maintain the property. I may have against parties who supply labor or materials to improve or maintain the property.
3. **Insurance.** I will keep the property insured under terms acceptable to you at my expense and for your benefit. You will be named as loss payee or as the insured on any such insurance policy. Any insurance proceeds may be applied, with your direction, to either the restoration or repair of the damaged property or to the secured debt. If you require mortgage insurance, I agree to maintain such insurance for as long as you require.
4. **Property.** I will keep the property in good condition and make all repairs reasonably necessary.
5. **Expenses.** I agree to pay all your expenses, including reasonable attorney's fees, if I break any covenants in this mortgage or in any obligation secured by this mortgage. Attorney's fees include those awarded by an appellate court. I will pay these amounts to you as provided in Covenant 10 of this mortgage.
6. **Default and Acceleration.** If I fail to make any payment when due or break any covenants under this mortgage, my prior mortgage or any other remedy available to you, you may foreclose this mortgage in the manner provided by law. You may also demand immediate payment and exercise any other remedy available to you. I agree to pay the secured debt and interest thereon when due and to pay all other amounts due to you.
7. **Assignment of Rents and Profits.** I assign to you the rents and profits of the property. Unless we have agreed otherwise in writing, I may collect and retain the rents or profits as long as I am not in default. If I default, you, your agent, or a court appointed receiver may take possession and manage the property and collect the rents. Any rents you collect shall be applied first to the costs of carrying the property, including court costs and attorney's fees, and then to the secured debt as provided in Covenant 1. The remaining amount of rents will then apply to payments on the secured debt as provided in Covenant 1.
8. **Waiver of Homestead.** I hereby waive all right of homestead exemption in the property.
9. **Leaseholds; Condemnation; Planned Unit Development.** I agree to comply with the provisions of any lease if this mortgage is on a leasehold, termination of the condemnation or a planned unit development.
10. **Authority of Mortgagee to Perform Duties for Mortgagor.** If I fail to perform any of my duties under this mortgage, you may perform the duties or cause them to be performed. You may sign my name or pay any amount if necessary for performance. If any condemnation on the property is discontinued or not carried on in a reasonable manner, you may do whatever is necessary to protect your security interest in the property. This may include completing the condemnation.
- Your failure to perform will not prejudice your claim asserting any of your other rights under the law or this mortgage.
- Any amounts paid by you to protect your security interest will be secured by this mortgage. Such amounts will be due on demand and will bear interest from the date of the payment until paid in full at the interest rate in effect on the secured debt.
11. **Inspection.** You may enter the property to inspect if you give me notice beforehand. The notice must state the reasonable cause for your inspection.
12. **Condemnation.** I assign to you the benefit of any award or claim for damages connected with a condemnation or other taking of all or any part of the property. Such proceeds will be applied as provided in Covenant 1. This assignment is subject to the terms of any prior security agreement.
13. **Waiver.** By executing any remedy available to you, you do not give up your right to later use any other remedy. By not exercising any remedy, if I default, you do not waive your right to later consider the event a default if it happens again.
14. **Joint and Several Liability; Co-signers; Successors and Assigning Board.** All duties under this mortgage are joint and several. If I co-sign this mortgage but do not co-sign the underlying debt I do so only to secure my interest in the property under the terms of this mortgage. I also agree that you and any party to this mortgage may extend, modify or make any other change in the terms of this mortgage or the secured debt without my consent. Such a change will not release me from the terms of this mortgage.
15. **Notice.** Unless otherwise required by law, any notice to me shall be given by the manner in which I am notified or by certified mail addressed to me at the Property Address or any other address that I tell you. I will give any notice to you by certified mail to your address on the front side of this mortgage, or to any other address which you have designated.
- Any notice shall be deemed to have been given to either of us when given in the manner stated above.
16. **Transfer of the Property or a Beneficial Interest in the Mortgage.** If all or any part of the property or any interest in it is sold or transferred without your prior written consent, you may demand immediate payment of the secured debt. You may also demand immediate payment if the mortgagor is not a natural person and a beneficial interest in the mortgage is sold or transferred. However, you may not demand payment in the above situations if it is prohibited by federal law as of the date of the mortgage.
17. **Release.** When I have paid the secured debt you will discharge this mortgage without charge to me. I agree to pay all costs to record this mortgage.

UNOFFICIAL COPY

BOX 333 - TH

73-07-13410

TAU

Gary M. Clark	This instrument was prepared by (Name) Julie Ann Kolinek
Lorraine L. Clark	(Address) 7549 West 63rd St., Summit, IL 60501
7134 West 63rd Place	Harris Bank Argo 7549 West 63rd Street Summit, IL 60501
Chicago, Illinois 60638	

MORTGAGOR "I" includes each mortgagor above.
MORTGAGEE "You" means the mortgagee, its successors and assigns.
BANK OF CHICAGO / GARFIELD RIDGE Garfield Ridge Trust and Savings Bank, a Corporation of the United States of America, as Trustee Under Trust Agreement Dated April 22, 1976 and Known as Trust Number 76-4-9, & not individually, mortgage and convey to you to secure the payment of the secured debt described below, on June 24, 1991, the real estate described below and all rights, easements, appurtenances, rents, leases and existing and future improvements and fixtures (all called the "property").

PROPERTY ADDRESS: 7134 West 63rd Place, Chicago, Illinois 60638

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LEGAL DESCRIPTION:
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COOK COUNTY, ILLINOIS
 TAX I.D. #19-19-100-037
 1991 JUL 12 PM 1:36
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located in Cook County, Illinois.
TITLE: I covenant and warrant title to the property, except for encumbrances of record, municipal and zoning ordinances, current taxes and assessments not yet due and

SECURED DEBT: This mortgage secures repayment of the secured debt and the performance of the covenants and agreements contained in this mortgage and in any other document incorporated herein. Secured debt, as used in this mortgage, includes any amounts I owe you under this mortgage or under any instrument secured by this mortgage.

The secured debt is evidenced by (List all instruments and agreements secured by this mortgage and the dates thereof.)

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 A copy of the loan agreement containing the terms under which the interest rate may vary is attached to this mortgage and made a part hereof.

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Commercial Construction

SIGNATURES:

BANK OF CHICAGO / GARFIELD RIDGE FORMERLY KNOWN AS Garfield Ridge Trust and Savings Bank, a Corporation of the United States of America, as Trustee Under Trust Agreement Dated April 22, 1976 and Known as Trust Number 76-4-9, & not individually.

ACKNOWLEDGMENT: STATE OF ILLINOIS, CHICAGO, GARFIELD RIDGE STATED ON THE ATTACHED RECORDS HEREBY

The foregoing instrument was acknowledged before me this _____ day of _____

by _____ (Title)
 _____ (Name of Corporation or Partnership)
 on behalf of the corporation or partnership.

My commission expires: **"OFFICIAL SEAL"**
FRANCINE M. FRANCOE
 NOTARY PUBLIC, STATE OF ILLINOIS
 MY COMMISSION EXPIRES 12-8-94

Julie Ann Kolinek
 (Notary Public)

UNOFFICIAL COPY

OFFICIAL SEAL
TRACY ANN ZOOK
NOTARY PUBLIC, STATE OF ILLINOIS
BY COMMISSION EXPIRES 05/25/97

Jerry Ann Zook
NOTARY PUBLIC

Given under my hand and Notarial Seal this 24th day of June, 1991

I, the undersigned, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY that the above named officers of BANK OF CHICAGO / GARFIELD RIDGE, a Corporation, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such title as designated above, 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 Corporation for the uses and purposes therein set forth, and said attesting officer, as custodian of the corporate seal of said Corporation pursuant to authority given by the Board of Directors of said Corporation, did affix said corporate seal to the said instrument as his/her own free and voluntary act and as the free and voluntary act of said Corporation for the uses and purposes therein set forth.

STATE OF ILLINOIS)
) SS:
) COUNTY OF COOK)

ATTEST:
By: *Tracy Ann Zook*
Assistant Vice President

Land Trust Officer
By: *Tracy Ann Zook*
BANK OF CHICAGO / GARFIELD RIDGE, AS TRUSTEE
UNDER TRUST NO. 76-4-9 AND NOT INDIVIDUALLY

THIS RIDGE IS ATTACHED TO AND MADE A PART OF THE REAL ESTATE MORTGAGE DATED JUNE 26, 1991 IN THE AMOUNT OF \$60,000.00 TO HARRIS BANK ARKO,.....
RE: BANK OF CHICAGO / GARFIELD RIDGE v/ta Dtd 4-22-76 a/k/a Trust #76-4-9
This document is signed by BANK OF CHICAGO / GARFIELD RIDGE, not individually but solely as Trustee under Trust Agreement mentioned in said document. Said Trust Agreement is hereby made a part hereof and any claims against said Trustee which may result from the signing of this document shall be payable only out of any Trust property which may be held thereunder, except that no duty shall rest upon BANK OF CHICAGO / GARFIELD RIDGE personally, or as Trustee, to acquire any of the earnings, assets or proceeds of any real estate in said Trust. Said Trustee shall not be personally liable for the performance of any of the terms and conditions of this document or for the validity or condition of the title of said property or for any agreement with respect thereto. Any and all personal liability of BANK OF CHICAGO / GARFIELD RIDGE is hereby expressly waived by the parties hereto and their respective successors and assigns. All warranties, covenants, indemnities and representations of each and every kind are those of the Trustee, a beneficiary only, and shall not in any way be considered the responsibility and liability of BANK OF CHICAGO / GARFIELD RIDGE. This Trustee's exculpatory clause shall be controlling in the event of a conflict of forms created by the documents executed by BANK OF CHICAGO / GARFIELD RIDGE as trustee.

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