

MOUNT PROTECT
UNOFFICIAL COPY 91347077
Mortgage

(Corporate Land Trustee Form)

DEPT-01 RECORDING \$16.00
TR2222 TR/R 3848 07/12/91 10:00:00
18034 # 13 x 91-347077
COOK COUNTY RECORDER

THIS INDENTURE WITNESSETH: That the undersigned _____

HARRIS BANK HINSDALE

a corporation organized and existing under the laws of the _____

STATE OF ILLINOIS

not personally but as Trustee under the provisions of a Deed or Deeds in trust duly recorded and delivered to the undersigned in pursuance of a Trust Agreement dated _____

SEPTEMBER 14, 1988

and known as trust number

L-2032

hereinafter referred to as the Mortgagor, does hereby Mortgage and convey to

CRAGIN FEDERAL BANK FOR SAVINGS

a corporation organized and existing under the laws of the UNITED STATES OF AMERICA

hereinafter referred to as the Mortgagee, the following real estate in the County of COOK

in the State of ILLINOIS, to wit:

PARCEL 1: THAT PART OF THE SOUTH WEST QUARTER OF THE SOUTH EAST QUARTER OF SECTION 31, TOWNSHIP 38 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED AND DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF SAID SOUTH EAST QUARTER, THENCE NORTH 00 DEGREES 18 MINUTES 43 SECONDS EAST, ALONG THE WEST LINE OF SAID SOUTH EAST QUARTER, 508.00 FEET; THENCE SOUTH 89 DEGREES 33 MINUTES 17 SECONDS EAST, PARALLEL WITH THE SOUTH LINE OF SAID SOUTH EAST QUARTER, 232.22 FEET TO THE CENTERLINE OF A 50 FOOT EASEMENT, AS POINT OF BEGINNING, PER DOCUMENT 23152192; THENCE NORTHWESTERLY ALONG SAID CENTERLINE, ALSO BEING A CURVE TO THE LEFT (CONCAVE WESTERLY) HAVING A TANGENT THAT BEARS NORTH 4 DEGREES 00 MINUTES 39 SECONDS WEST AND A RADIUS OF 1000.00 FEET, AN ARC DISTANCE OF 42.67 FEET; THENCE CONTINUING ALONG SAID CENTERLINE, ALSO BEING A CURVE TO THE RIGHT (CONCAVE SOUTHEASTERLY) HAVING A RADIUS OF 145.00 FEET, AN ARC DISTANCE OF 179.83 FEET; THENCE CONTINUING ALONG SAID CENTERLINE, ALSO BEING A CURVE TO THE LEFT (CONCAVE NORTHWESTERLY), HAVING A RADIUS OF 125.00 FEET, AN ARC DISTANCE OF 102.80 FEET TO A POINT WHICH IS THE POINT OF BEGINNING OF THE CENTERLINE OF A 40 FEET INGRESS-EGRESS EASEMENT, AS PER DOCUMENT 23587266; THENCE EASTERLY ALONG THE CENTERLINE OF SAID 40 FOOT INGRESS-EGRESS EASEMENT, ALSO BEING A NON-TANGENT CURVE TO THE LEFT, HAVING A TANGENT THAT BEARS SOUTH 67 DEGREES 59 MINUTES 04 SECONDS EAST AND A RADIUS OF 200.00 FEET, AN ARC DISTANCE OF 203.18 FEET; THENCE SOUTH 81 DEGREES 24 MINUTES 41 SECONDS EAST 105.00 FEET; THENCE SOUTH 89 DEGREES 33 MINUTES 17 SECONDS EAST, PARALLEL WITH THE SOUTH LINE OF SAID SOUTH EAST QUARTER, 428.34 FEET; THENCE SOUTH 00 DEGREES 26 MINUTES 43 SECONDS WEST, 750.00 FEET TO THE SOUTH LINE OF SAID SOUTH EAST QUARTER; THENCE NORTH 89 DEGREES 33 MINUTES 17 SECONDS WEST ALONG THE SOUTH LINE OF SAID SOUTH EAST QUARTER, 24.58 FEET; THENCE NORTH 00 DEGREES 26 MINUTES 43 SECONDS EAST 508.00 FEET; THENCE NORTH 89 DEGREES 33 MINUTES 17 SECONDS WEST PARALLEL WITH THE SOUTH LINE OF SAID SOUTH EAST QUARTER, 830.76 FEET TO THE POINT OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS.

PARCEL 2: EASEMENT OF INGRESS AND EGRESS FOR THE BENEFIT OF PARCEL 1 AS SET FORTH IN PLAT OF EASEMENT GRANT RECORDED AS DOCUMENT 23152191, IN COOK COUNTY, ILLINOIS.

PARCEL 3: EASEMENT FOR INGRESS AND EGRESS FOR THE BENEFIT OF PARCEL 1 AS SET FORTH IN PLAT OF EASEMENT GRANT RECORDED AS DOCUMENT 23587266, IN COOK COUNTY, ILLINOIS.

COMMONLY KNOWN AS: 8555 OAK KNOLL DRIVE, HINSDALE, IL 60521.

PERMANENT TAX NUMBER: 18-31-402-007-0000.

in accordance with covenants contained in the Mortgage

(C) the performance of all of the covenants and obligations of the Mortgagor to the Mortgagee, as contained herein and in said Note

THE MORTGAGOR COVENANTS:

A (1) To pay said indebtedness and the interest thereon as herein and in said note provided, 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, sewer service charges, and condominium assessments against said property (including those heretofore due), and to furnish Mortgagee, upon request, duplicate receipts therefor, and all such items extended against said property shall be conclusively deemed valid for the purpose of this requirement, (3) To keep the improvements now or hereafter upon said premises insured against damage by fire, 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

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1 All amounts, including principal and interest, and the proceeds of any sale or other disposition of the property, shall be applied to the payment of the debt...

2 In case the mortgaged property, or any part thereof, shall be taken by condemnation, the mortgagee is hereby empowered to collect and receive all compensation...

3 That the mortgagee shall have the right to sell the property, or any part thereof, in order to satisfy the debt, and to apply the proceeds of such sale...

4 That the mortgagee shall have the right to sue for the debt, and to enforce the same, and to take any proceedings which may be necessary for that purpose...

5 That the mortgagee shall have the right to assign the mortgage, and to convey the same, and to take any proceedings which may be necessary for that purpose...

6 That the mortgagee shall have the right to sue for the debt, and to enforce the same, and to take any proceedings which may be necessary for that purpose...

7 In order to provide for the payment of taxes, assessments, insurance premiums, and other annual charges upon the property securing this indebtedness...

(11) That the mortgagee shall have the right to sue for the debt, and to enforce the same, and to take any proceedings which may be necessary for that purpose...

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A (1) To pay said indebtedness and the interest thereon as herein and in said note provided, or according to any agreement extending the time of payment thereof; (2) To pay when due and before any partial maturity attaching thereto all taxes, special taxes, special assessments, water charges, sewer service charges, and condominium assessments against said property (including those heretofore due), and to furnish mortgages, upon request, duplicate receipts therefor, and all such liens extended against said property shall be conclusively deemed valid for the purpose of this requirement; (3) To keep the improvements now or hereafter upon said premises insured against damage by fire, 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 term of the mortgage; (4) To pay when due and before any partial maturity attaching thereto all taxes, special taxes, special assessments, water charges, sewer service charges, and condominium assessments against said property (including those heretofore due), and to furnish mortgages, upon request, duplicate receipts therefor, and all such liens extended against said property shall be conclusively deemed valid for the purpose of this requirement; (5) To keep the improvements now or hereafter upon said premises insured against damage by fire, 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 term of the mortgage.

THE MORTGAGOR COVENANTS:

(1) The performance of all of the covenants and obligations of the Mortgagor to the Mortgagee, as contained herein and in said Note or in accordance with covenants contained in the Mortgage provided that nothing herein contained shall be considered as limiting the amount that shall be secured hereby when advanced to protect the security interest of the Mortgagee. (2) Any advance made by the Mortgagee to the Mortgagor, or its successor in title, for any purpose, at any time before the release and cancellation of this Mortgage, but at no time shall this Mortgage secure advance on account of said original Note together with such additional advances, in a sum in excess of FIVE HUNDRED TWENTY-EIGHT THOUSAND AND NO/100 Dollars (\$ 528000.00).

(3) The payment of a Note executed by the Mortgagee to the order of the Mortgagee bearing even date herewith in the principal sum of FOUR HUNDRED FORTY THOUSAND AND NO/100 Dollars (\$ 440000.00), which Note, together with interest thereon as herein provided, is payable in monthly installments of \$ 4397.57, commencing the 1ST day of JULY, 19 91, and the balance to principal, until said indebtedness is paid in full.

(4) TO HAVE AND TO HOLD the said property, with said buildings, improvements, fixtures, appliances, apparatus and equipment, and with all the rights and privileges therein belonging, unto said Mortgagee forever, for the use herein set forth, free from all liens and benefits under the homestead, exemption and valuation laws of any state, which said rights and benefits said Mortgagee does hereby release and waive.

TO HAVE AND TO HOLD the said property, with said buildings, improvements, fixtures, appliances, apparatus and equipment, and with all the rights and privileges therein belonging, unto said Mortgagee forever, for the use herein set forth, free from all liens and benefits under the homestead, exemption and valuation laws of any state, which said rights and benefits said Mortgagee does hereby release and waive. Together with all buildings, improvements, fixtures or appliances now or hereafter erected thereon or placed thereon, 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 attached to the building of which by terms of lease, license, custom or agreement, including screens, window shades, storm doors, term doors and windows, floor coverings, green doors, in-a-door beds, awnings, stoves and water heaters (all of which are intended to be and are hereby declared to be a part of said real estate which 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. The Mortgagee is hereby assigned to the rights of all mortgagors, tenants and owners paid off by the proceeds of the loan hereby secured.

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Cook County Clerk's Office

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period of redemption, for the full insurable value thereof, in such companies, through such agents or brokers, 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 vesting to the Mortgagee 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 redemption, 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 Mortgagee all necessary proofs of loss, receipts, vouchers, releases and acquittances required to be signed by the insurance companies, and the Mortgagee agrees to sign, upon demand, all receipts, vouchers and releases required of him to be signed by the Mortgagee for such purpose, 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 said premises, unless Mortgagee elects to apply on the indebtedness secured hereby the proceeds of any insurance covering such destruction or damage; (5) To keep said premises in good condition and repair, without waste, and free from any mechanics' or other lien or claim of lien not expressly subordinated to the lien hereof; (6) Not to make, suffer or permit any unlawful use of or any nuisance to exist on said property nor to diminish nor impair its value by any act or omission to act; (7) To comply with all requirements of law with respect to mortgaged premises and the use thereof; (8) 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 of the improvements, apparatus, appurtenances, fixtures or equipment now or hereafter upon said property, (c) any purchase on conditional sale, lease or agreement, under which title is retained in the vendor, of any apparatus, fixture or equipment to be placed in or upon any buildings or improvements on said property, (9) To complete within a reasonable time any buildings or improvements now or at any time in process of erection upon the premises; (10) To appear in and defend any proceeding which in the opinion of the Mortgagee affects its security hereunder, and to pay all costs, expenses and attorney's fees incurred or paid by the Mortgagee in any proceeding in which it may participate in any capacity by reason of this mortgage; (11) That the mortgaged premises shall at all times be maintained, repaired and operated in accordance with the Building, Fire, Zoning, Health and Sanitation Laws and Ordinances of any City, village, and/or other governmental board, authority or agency having jurisdiction over the mortgaged premises.

B In order to provide for the payment of taxes, assessments, insurance premiums, and other annual charges upon the property securing this indebtedness, and other insurance required or accepted, the undersigned promises to pay to the Mortgagee a pro rata portion of the current year taxes upon the abutment of the loan and to pay monthly to the Mortgagee, in addition to the above payments, a sum estimated by the Mortgagee to be equivalent to one-twelfth of such items, which payments may, at the option of the Mortgagee, (a) be held by it without interest (provided not in conflict with State or Federal law) and commingled with other such funds or its own funds for the payment of such items, (b) be carried in a savings account and withdrawn by it to pay such items, or (c) be credited to the unpaid balance of said indebtedness as received, provided that the Mortgagee advances upon this obligation sums sufficient to pay said items at the same rate and become payable. If the amount estimated to be sufficient to pay said items is not sufficient, the undersigned promises to pay the difference upon demand. If such sums are held or carried in a savings account or escrow account, the same are hereby pledged to further secure this indebtedness. The Mortgagee is authorized to pay said items as charged or billed without further inquiry.

C This mortgage contract provides for additional advances which may be made at the option of the Mortgagee and secured by this mortgage, and it is agreed that in the event of such advances the amount thereof may be added to the mortgage debt and shall increase the unpaid balance of the note hereby secured by the amount of such advances and shall be a part of said note indebtedness under all of the terms of said note and this contract as fully as if a new such note and contract were executed and delivered. An Additional Advance Agreement may be given and accepted for such advance and provision may be made for different monthly payments and a different interest rate and other express modifications of the contract, but in all other respects this contract shall remain in full force and effect as to said indebtedness, including all advances.

D That in case of failure to perform any of the covenants herein, Mortgagee may do on Mortgagee's behalf everything so covenanted, that said Mortgagee may also do any act it may deem necessary to protect the lien hereof, that Mortgagee 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 highest rate for which it is then lawful to contract shall become so much additional indebtedness secured by this mortgage with the same priority as the original indebtedness and may be included in any decree foreclosing this mortgage and be paid out of the rents or proceeds of sale of said premises if not otherwise paid, that it shall not be obligatory upon the Mortgagee to inquire into the validity of any lien, encumbrance or claim in advancing moneys as above authorized, but nothing herein contained shall be construed as requiring the Mortgagee to advance any moneys for any purpose not to be any act hereunder, and the Mortgagee shall not incur any personal liability because of anything it may do or omit to do hereunder.

E That it is the intent hereof to secure payment of said note and obligation whether the entire amount shall have been advanced to the Mortgagee at the date hereof, or at a later date, and to secure any other amount or amounts that may be added to the mortgage indebtedness under the terms of this mortgage contract.

F That in the event the ownership of said property or any part thereof becomes vested in a person other than the Mortgagee, or in the event there is an assignment of the beneficial interest in said property, the Mortgagee may, without notice to either the grantors of the note hereby secured or the Mortgagee, deal with such successor or successors in interest with reference to this mortgage and the debt hereby secured in the same manner as with the Guarantor of Mortgagee, and may forebear to sue or may extend time for payment of the debt, secured hereby, without discharging or in any way affecting the liability of the Mortgagee hereunder or the guarantor of the debt secured hereby.

G That time is of the essence hereof and if default be made in performance of any covenant herein contained or in making any payment under said note or obligation or any extension or renewal thereof, or if proceedings be instituted to enforce any other lien or charge upon any of said property, or upon the filing of a proceeding in bankruptcy by or against the Mortgagee, or if the Mortgagee shall make an assignment for the benefit of his creditors or if his property be placed under control of or in custody of any court, or if the Mortgagee abandon any of said property, or upon the sale or transfer of the mortgaged property or an assignment of the beneficial interest in said property or an agreement to sell, transfer or assign without the written consent of the Mortgagee, or upon the death of any maker, endorser or guarantor of the note secured hereby, or in the event of the filing of a suit to condemn all or a part of the said property, or in the event of demolition, removal or destruction of or any part of the property covered by this mortgage, or in the event the Mortgagee fails to comply with the terms of a condominium by-law or condominium declaration recorded against the property secured hereby, then and in any of said events, the Mortgagee is hereby authorized and empowered, at its option and without affecting the lien hereby created or the priority of said lien or any right of the Mortgagee hereunder, to declare without notice, all sums secured hereby immediately due and payable, whether or not such default be remedied by Mortgagee, and apply toward the payment of said mortgage indebtedness any indebtedness of the Mortgagee to the Mortgagee, and said Mortgagee may also immediately proceed to foreclose this mortgage, and in any foreclosure sale may be made of the premises on mortgage without offering the several parts separately.

H That the Mortgagee may employ counsel for advice or other legal services at the Mortgagee's direction in connection with any dispute as to the debt hereby secured or the lien of this instrument, or any litigation to which the Mortgagee may be made a party or account of this lien or which may affect the title to the property securing the indebtedness hereby secured or which may affect said debt or lien and any reasonable attorney's fees so incurred shall be added to and be a part of the debt hereby secured. Any costs and expenses reasonably incurred in the foreclosure of this mortgage, and sale of the property securing the same and in connection with any other dispute or litigation affecting said debt or lien, including reasonably estimated amounts to conclude the transaction, shall be added to and be a part of the debt hereby secured. All such amounts shall be payable by the Mortgagee to the Mortgagee on demand, and if not paid shall be included in any decree or judgment as a part of said mortgage debt and shall include interest at the highest contract rate, or if no such contract rate then at the legal rate. In the event of a foreclosure sale of said premises there shall first be paid out of the proceeds thereof all of the above amount, then the entire indebtedness whether due and payable by the terms hereof or not and the interest due thereon up to the time of such sale, and the surplus, if any, shall be paid to the Mortgagee, and the purchaser shall not be obliged to see to the application of the purchase money.

I In case the mortgaged property, or any part thereof, shall be taken by condemnation, the Mortgagee is hereby empowered to accept and receive all compensation which may be paid for any property taken or for damages to any property not taken and all condemnation compensation to received shall be forthwith applied by the Mortgagee as it may elect, to the immediate reduction of the indebtedness secured hereby, or to the repair and restoration of any property so damaged, provided that any excess over the amount of the indebtedness shall be delivered to the Mortgagee or his assignee.

J All easements, rents, issues and profits of said premises are pledged, assigned and transferred to the Mortgagee, whether now due or hereafter to become due, under or by virtue of any lease or agreement for the use or occupancy of said property, or any part thereof, whether said lease or agreement is written or verbal, and it is the intention hereof (a) to pledge said rents, issues and profits on a parity with said real estate and not secondarily and such pledge shall not be deemed merged in any foreclosure decree, and (b) to establish an absolute transfer and assignment to the Mortgagee of all such leases and agreements and all the avails thereunder, together with the right in case of default, either before or after foreclosure sale, to enter upon and take possession of, manage, maintain and operate said premises, or any part thereof, make leases for terms deemed advantageous to it, terminate or modify existing or future leases, collect said rents, issues and profits, regardless of when earned, and use such moneys whether legal or equitable as it may deem proper to enforce collection thereof, employ fishing agents or other employees, erect or repair said premises, buy furnishings and equipment therefor when it deems necessary, purchase adequate fire and extended coverage and other forms of insurance as may be deemed advisable, and in general exercise all powers ordinarily incident to absolute ownership, advance or borrow money necessary for any purpose herein stated to secure a lien which is hereby created on the mortgaged premises and on the income therefrom which lien is prior to the lien of any other indebtedness hereby secured, and out of the income retain reasonable compensation for itself, pay insurance premiums, taxes and assessments, and all expenses of every kind, including attorney's fees, incurred in the exercise of the powers herein given, and from time to time apply any balance of income not, in its sole discretion, needed for the aforesaid purposes, first on the interest and then on the principal of the indebtedness hereby secured, before or after any decree of foreclosure, and on the deficiency in the proceeds of sale, if any, whether there be a decree in personam therefor or not. Whenever all of the indebtedness secured hereby is paid, and the Mortgagee, in its sole discretion, feels that there is no substantial uncorrected default in performance of the Mortgagee's obligations hereon, the Mortgagee, on satisfactory evidence thereof, shall relinquish possession and pay to Mortgagee any surplus income in its hands. The possession of Mortgagee may continue until all indebtedness secured hereby is paid in full or until the delivery of a Deed pursuant to a decree 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 extend possession of said premises without affecting the lien hereof. Mortgagee shall have all powers, if any, which it might have had without this paragraph. No suit shall be maintained 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.

EASEMENT GRANT RECORDED AS DOCUMENT 23152191, IN COOK COUNTY, ILLINOIS.

PARCEL 3: EASEMENT FOR INGRESS AND EGRESS FOR THE BENEFIT OF PARCEL 1 AS SET FORTH IN PLAT OF EASEMENT GRANT RECORDED AS DOCUMENT 23587266, IN COOK COUNTY, ILLINOIS.

COMMONLY KNOWN AS: 8555 OAK KNOLL DRIVE, HINSDALE, IL 60521.

PERMANENT TAX NUMBER: 18-31-402-007-0000.

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K. That upon the commencement of any foreclosure proceeding hereunder, the lender in which such foreclosure is made, either before or after sale, and without notice to the Mortgagee or any party claiming under him, and without regard to the validity of the Mortgage or the then value of said premises, or whether the same shall then be occupied by the owner of the equity of redemption as a homestead, appoint a receiver with power to manage and rent and to collect the rents, issues and profits of said premises during the pendency of such foreclosure and the statutory period of redemption, and such rents, issues and profits, when collected, may be applied before as well as after the sale, towards the payment of the indebtedness, costs, taxes, insurance or other items necessary for the protection and preservation of the property, including the expenses of such receivership, or on any deficiency decree whether there be a decree therefor in personam or not, and if a receiver shall be appointed he shall remain in possession until the expiration of the full period allowed by statute for redemption, whether there be redemption or not, and until the issuance of deed in case of sale, but, if no deed be issued, until the expiration of the statutory period during which it may be issued and no lease of said premises shall be notified by the appointment or entry in possession of a receiver but he may elect to terminate any lease prior to the lien hereof.

L. That each right, power and remedy herein conferred 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 herein or in said obligation contained shall hereafter in any manner affect the right of Mortgagee to require or enforce performance of the same or any other of said covenants, that whenever the context hereof requires, the masculine gender, as used herein, shall include the feminine and the neuter and the 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 Mortgagee and the successors and assigns of the Mortgagor, and that the powers herein mentioned may be exercised as often as occasion therefor arises.

M. The corporate Trustee named herein being duly authorized to do so by the trust instrument, or by any persons having a power of direction over the Trustee does hereby waive any and all rights of redemption from sale under any order or decree foreclosing this mortgage, unless this mortgage, at the time of the execution hereof, covers any land which is improved with a dwelling for not more than four families or is given to secure a loan to be used, in whole or in part, to finance the construction of a dwelling for not more than four families or is used or intended to be used for agricultural purposes.

N. The right is hereby reserved by the Mortgagee to make partial release or releases of the mortgaged premises hereunder without notice to, or the consent, approval or agreement of the parties in interest, including junior lienors, which partial release or releases shall not impair in any instance the validity of or priority of this mortgage, the mortgaged premises remaining, nor release any guarantor, co-signer, surety or endorser from personal liability for the indebtedness hereby assumed.

O. 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 hereby warrants that it possesses full power and authority to execute this instrument and it is expressly understood and agreed that nothing by him or in said note contained shall be construed as creating any liability on the said undersigned, either individually or as Trustee aforesaid, 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 or security hereunder, and that so far as the undersigned, either individually or as Trustee aforesaid, or its successors, personally 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, co-signer, surety or endorser, if any.

IN WITNESS WHEREOF, the undersigned corporation, not personally but as Trustee as aforesaid, caused these presents to be signed by its _____ President, and its corporate seal to be hereunto affixed and attested by its _____

Secretary, this 3RD day of MAY, A.D. 1991.

HARRIS BANK HINSDALE
TR. NO. L-20J2 DATED: SEPTEMBER 14, 1988

As Trustee as aforesaid and not personally

ATTEST: Barbara A. [Signature] Secretary
STATE OF ILLINOIS
COUNTY OF DeKalb } ss. James H. [Signature] President

I, the undersigned, _____ a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY THAT James H. [Signature] personally known to me to be the James H. [Signature] President of HARRIS BANK HINSDALE

a corporation, and Barbara A. [Signature] personally known to me to be the Barbara A. [Signature] Secretary of said corporation, and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that as such officers, they signed and delivered the said instrument as such officers of said corporation and caused the corporate seal of said corporation to be affixed thereto, pursuant to authority, given by the Board of Directors of said corporation as their free and voluntary act, and as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

Notarial Seal, this 3RD day of MAY, A.D. 1991.
"OFFICIAL SEAL"
Helen M. Mardula
Notary Public, State of Illinois
My Commission Expires July 30, 1992
Helen M. Mardula [Signature]
Notary Public

THIS INSTRUMENT WAS PREPARED BY RICHARD J. JAINS
OF CRAIN FEDERAL BANK FOR SAVINGS
5133 WEST FULLERTON AVENUE, CHICAGO, ILLINOIS 60639

913377077

Property of Cook County Clerk's Office

91347077

Box 403

MORTGAGE

HARRIS BANK HINSDALE

TR. NO. L-2032 DATED: SEPTEMBER 14, 1988

to
CRAGIN FEDERAL BANK FOR SAVINGS

PROPERTY AT: 8555 OAK KNOLL DRIVE
HINSDALE, ILLINOIS 60521

Loan No. 12-61231-02