

UNOFFICIAL COPY

MT. PROPERTY

Mortgage

Loan No. 12-64628-02

(Corporate Land Trustee Form)

0252106 10/11

92444926

THIS INSTRUMENT WITNESSETH: That the undersigned, THE BANK & TRUST COMPANY OF ILLINOIS, AS SUCCESSOR TRUSTEE TO THE BANK & TRUST COMPANY OF ARLINGTON HEIGHTS

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 NOVEMBER 14, 1986 and known as trust number 3700

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:

5300
R

UNIT 318 AS DESCRIBED IN SURVEY DELINEATED ON AND ATTACHED TO AND A PART OF A DECLARATION OF CONDOMINIUM OWNERSHIP REGISTERED ON THE 27TH DAY OF AUGUST, 1975 AS DOCUMENT NUMBER 2826142 TOGETHER WITH AN UNDIVIDED 1.790223 PERCENT INTEREST (EXCEPT THE UNITS DELINEATED AND DESCRIBED IN SAID SURVEY) IN AND TO THE FOLLOWING DESCRIBED PREMISES: THAT PART OF THE WEST 495.0 FEET OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 15, TOWNSHIP 42 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED BY A LINE DESCRIBED AS FOLLOWS: COMMENCING AT A POINT IN THE WEST LINE OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 15, SAID POINT BEING 354.02 FEET SOUTH OF (AS MEASURED ALONG SAID WEST LINE WHICH BEARS SOUTH 00 DEGREES 04 MINUTES 17 SECONDS EAST), THE NORTHWEST CORNER THEREOF, THENCE NORTH 89 DEGREES 55 MINUTES 43 SECONDS EAST, 80.44 FEET TO THE POINT OF BEGINNING OF THE PARCEL TO BE DESCRIBED; THENCE NORTH 69 DEGREES 56 MINUTES 19 SECONDS EAST, 64.33 FEET; THENCE SOUTH 20 DEGREES 03 MINUTES 41 SECONDS EAST 131.25 FEET; THENCE SOUTH 59 DEGREES 57 MINUTES 34 SECONDS EAST 131.25 FEET; THENCE SOUTH 30 DEGREES 02 MINUTES 26 SECONDS WEST 64.33 FEET; THENCE NORTH 59 DEGREES 57 MINUTES 34 SECONDS WEST, 122.83 FEET; THENCE SOUTH 49 DEGREES 42 MINUTES 05 SECONDS WEST, 122.83 FEET; THENCE NORTH 40 DEGREES 17 MINUTES 55 SECONDS WEST 64.33 FEET; THENCE NORTH 49 DEGREES 42 MINUTES 05 SECONDS EAST, 124.83 FEET; THENCE NORTH 20 DEGREES 03 MINUTES 41 SECONDS WEST 117.92 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PERMANENT INDEX NUMBER: 03-15-402-021-1054

92444926

provided that, nothing herein contained shall be considered as limiting the amounts that shall be secured hereby when advanced to protect the security or in accordance with covenants contained in the Mortgage

(3) 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

Box 403

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Deferment of the date of the first installment
due under this obligation is hereby changed

August, 1992

CRAGIN FEDERAL BANK FOR SAVINGS

by

Myrtle H.

Property of Cook County Clerk's Office

522-1030

Box 403

MORTGAGE

RED TRUST COMPANY OF ILLINOIS, AS SUCCESSOR TRUSTEE TO
THE BANK & TRUST COMPANY OF ARLINGTON HEIGHTS
TR NO. 3700 DTD. 11-14-86

to

CRAGIN FEDERAL BANK FOR SAVINGS

PROPERTY AT:
1500 SANDSTONE DRIVE UNIT 318
WHEELING, ILLINOIS 60090

Loan No. 12-64628-02

UNOFFICIAL COPY

COOK COUNTY

Box 403

MORTGAGE

HED TRUST COMPANY OF ILLINOIS, AS SUCCESSOR TRUSTEE TO
THE BANK & TRUST COMPANY OF ARLINGTON HEIGHTS
TR NO 3700 LTD. 11-14-86

to

CRAGIN FEDERAL BANK FOR SAVINGS

PROPERTY AT:

1500 SANDSTONE DRIVE UNIT 318
WHEELING, ILLINOIS 60090

Loan No. 12-64628-02

Property of Cook County Clerk's Office

Notarization of the date of the first installment
no under this obligation is hereby changed
August, 1992
by _____

POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PERMANENT INDEX NUMBER: 03-15-402-021-1054

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K That upon the commencement of any foreclosure proceeding hereunder, the court in which such bill is filed may at any time, either before or after sale, and without notice to the Mortgagor, or any party claiming under him, and without regard to the solvency of the Mortgagor 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 suit 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 nullified by the appointment or entry in possession of a receiver but he may elect to terminate any lease junior 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 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 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 Mortgagor and the successors and assigns of the Mortgagee, 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 other parties in interest, including junior lienors, which partial release or releases shall not impair in any manner the validity of or priority of any mortgage on the mortgaged premises remaining, nor release any guarantor, co-signer, surety or endorser from personal liability for the indebtedness hereby secured.

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 said undersigned hereby warrants that it possesses full power and authority to execute this instrument and it is expressly understood and agreed that nothing herein 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 do, portion, not personally but as Trustee as aforesaid, has caused these presents to be signed by its _____ President, and its corporate seal to be hereunto affixed and attested by its _____

Secretary, this 2ND day of MAY, 1992
THE BANK & TRUST COMPANY OF ARLINGTON HEIGHTS

ATTEST: _____
Secretary
_____ President

STATE OF ILLINOIS }
COUNTY OF _____ } ss. I, the undersigned _____ a Notary Public in

and for said County, in the State aforesaid, DO HEREBY CERTIFY THAT
THE BANK & TRUST COMPANY OF ARLINGTON HEIGHTS
personally known to me to be the _____ President of _____

a corporation, and _____ personally known to me to be the
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.

GIVEN under my hand and Notarial Seal, this 2ND day of MAY, A.D. 1992

Notary Public
0234649216

MY COMMISSION EXPIRES _____
THIS INSTRUMENT WAS PREPARED BY RICHARD J. JAHNS
OF CRAGIN FEDERAL BANK FOR SAVINGS ASSOCIATION
5133 WEST FULLERTON AVENUE, CHICAGO, ILLINOIS 60639

RIDER ATTACHED TO AND MADE A PART OF

MORTGAGE

~~(TRANSFER AGREEMENT)~~
~~(EXTENSION AGREEMENT)~~
~~(ADDITIONAL ADVANCE AGREEMENT)~~
(CONDOMINIUM RIDER)

DATED MAY 2, 1992 UNDER TRUST NO. 3700

This instrument is executed by NBD TRUST COMPANY OF ILLINOIS, as Successor Trustee to THE BANK & TRUST COMPANY OF ARLINGTON HEIGHTS, not personally but solely as Trustee as aforesaid, in the exercise of the power and authority conferred upon and vested in it as Trustee. All the terms provisions, stipulations, covenants and conditions to be performed by NBD TRUST COMPANY OF ILLINOIS, as Successor Trustee to THE BANK & TRUST COMPANY OF ARLINGTON HEIGHTS are undertaken by it solely as Trustee as aforesaid, and not individually, and no personal liability shall be asserted or be enforceable against NBD TRUST COMPANY OF ILLINOIS, as Successor Trustee to THE BANK & TRUST COMPANY OF ARLINGTON HEIGHTS by reason of anything contained in said instrument, or in any previously executed document, whether or not executed by said NBD TRUST COMPANY OF ILLINOIS, as Successor Trustee to THE BANK & TRUST COMPANY OF ARLINGTON HEIGHTS either individually or as Trustee as aforesaid, relating to the subject matter of the attached agreement, all such personal liability, if any, being expressly waived by every person now or hereafter claiming any right or security hereunder. No duty shall rest upon NBD TRUST COMPANY OF ILLINOIS, as Successor Trustee to THE BANK & TRUST COMPANY OF ARLINGTON HEIGHTS, personally or as said Trustee, to sequester the rents, issues and profits arising from the property in said trust estate, or the proceeds arising from the sale or other disposition thereof; but so far as said Trustee and its successors and said NBD TRUST COMPANY OF ILLINOIS, as Successor Trustee to THE BANK & TRUST COMPANY OF ARLINGTON HEIGHTS personally are concerned, the legal holder or holders of this instrument and the owner or owners of any indebtedness accruing hereunder shall look solely to the mortgaged real estate for the payment hereof, by enforcement of the lien heretofore created in the manner provided therefor and as provided in said note or by action to enforce the personal liability of the guarantor, if any.

It is expressly understood and agreed by every person, firm or corporation claiming an interest under this document, that NBD TRUST COMPANY OF ILLINOIS shall have no liability, contingent or otherwise, arising out of, or in any way related to, (i) the presence, disposal, release or threatened release of any hazardous materials on, over, under, from, or affecting the property, soil, water, vegetation, building, personal property, persons or animals thereof; (ii) any personal injury (including wrongful death) or property damage (real or personal) arising out of or related to such hazardous materials; (iii) any lawsuit brought or threatened, settlement reached or government order relating to such hazardous materials, and/or (iv) any violation of laws, orders, regulations, requirements or demands of government authorities, or any policies or requirements of the Trustee which are based upon or in any way related to such hazardous materials including, without limitation, attorneys' and consultants' fees, investigation and laboratory fees, court costs, and litigation expenses.

In the event of any conflict between the provisions of this exculpatory rider and the provisions of the document to which it is attached, the provisions of this rider shall govern.

0244026

UNOFFICIAL COPY
CONDOMINIUM RIDER

SEE TRUSTEE

This CONDOMINIUM RIDER is made this 2ND day of MAY 19... and is incorporated into and shall be deemed to amend and supplement a Mortgage, Deed of Trust or Deed to Secure Debt (herein "security instrument") dated of even date herewith, given by the undersigned (herein "Borrower") to secure Borrower's Note to CRAGIN FEDERAL BANK FOR SAVINGS (herein "Lender") and covering the Property described in the security instrument and located at 1500 SANDSTONE DRIVE UNIT 318, WHEELING, ILLINOIS 60090 (Property Address)

The Property comprises a unit in, together with an undivided interest in the common elements of, a condominium project known as SANDSTONE #6 (Name of Condominium Project) (herein "Condominium Project").

CONDOMINIUM COVENANTS. In addition to the covenants and agreements made in the security instrument, Borrower and Lender further covenant and agree as follows:

A. Assessments. Borrower shall promptly pay, when due, all assessments imposed by the Owners Association or other governing body of the Condominium Project (herein "Owners Association") pursuant to the provisions of the declaration, by-laws, code of regulations or other constituent document of the Condominium Project.

B. Hazard Insurance. So long as the Owners Association maintains a "master" or "blanket" policy on the Condominium Project which provides insurance coverage against fire, hazards included within the term "extended coverage," and such other hazards as Lender may require, and in such amounts and for such periods as Lender may require, then:

- (i) Lender waives the provision in Uniform Covenant for the monthly payment to Lender of one-twelfth of the premium installments for hazard insurance on the Property;
- (ii) Borrower's obligation under Uniform Covenant to maintain hazard insurance coverage on the Property is deemed satisfied; and
- (iii) the provisions in Uniform Covenant regarding application of hazard insurance proceeds shall be superseded by any provisions of the declaration, by-laws, code of regulations or other constituent document of the Condominium Project or of applicable law to the extent necessary to avoid a conflict between such provisions and the provisions of Uniform Covenant. For any period of time during which such hazard insurance coverage is not maintained, the immediately preceding sentence shall be deemed to have no force or effect. Borrower shall give Lender prompt notice of any lapse in such hazard insurance coverage.

In the event of a distribution of hazard insurance proceeds in lieu of restoration or repair following a loss to the Property, whether to the unit or to common elements, any such proceeds payable to Borrower are hereby assigned and shall be paid to Lender for application to the sums secured by the security instrument, with the excess, if any, paid to Borrower.

C. Lender's Prior Consent. Borrower shall not, except after notice to Lender and with Lender's prior written consent, partition or subdivide the Property or consent to:

- (i) the abandonment or termination of the Condominium Project, except for abandonment or termination provided by law in the case of substantial destruction by fire or other casualty or in the case of a taking by condemnation or eminent domain;
- (ii) any material amendment to the declaration, by-laws or code of regulations of the Owners Association, or equivalent constituent document of the Condominium Project, including, but not limited to, any amendment which would change the percentage interests of the unit owners in the Condominium Project; or
- (iii) the effectuation of any decision by the Owners Association to terminate professional management and assume self-management of the Condominium Project.

D. Remedies. If Borrower breaches Borrower's covenants and agreements hereunder, including the covenant to pay when due condominium assessments, then Lender may invoke any remedies provided under the security instrument, including, but not limited to, those provided under Uniform Covenant A-10.

IN WITNESS WHEREOF, Borrower has executed this Condominium Rider and THE TRUST COMPANY OF ILLINOIS, AS SUCCESSOR TRUSTEE TO THE BANK & TRUST COMPANY OF ARLINGTON HEIGHTS TR. NO. 3700 BTD. 11-14-86 and not personally.

BY: Wayne J. Gough - Borrower
VICE PRESIDENT & TRUST OFFICER

ATTEST: Patricia J. Brusca - Borrower
TRUST OFFICER

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Property of Cook County Clerk's Office

. DEPT-11 RECORD - T \$33.00
. 768888 TRAN 7543 06/18/92 15:41:00
. \$2941 + E *-92-444926
. COOK COUNTY RECORDER