

UNOFFICIAL COPY

MORTGAGE LaSalle National Trust, N.A.

Successor Trustee to LaSalle National Bank ~~ATLANTIC COMPANY~~ as Trustee under Trust ~~WT-1758-00~~
THE UNDERSIGNED, dated May 1, 1978 and not personally
of City of Northbrook, County of Cook, State of Illinois, hereinafter
referred to as the Mortgagor, does hereby mortgage and warrant to Deerfield State Bank, having its principal office in Deerfield, Illinois,
hereinafter referred to as the Mortgagee, the following real estate in the County of Cook
in the State of Illinois, to wit:

See attached Rider "A"

Prepared By & Return to: **MAIL TO**
Deerfield State Bank
700 Deerfield Rd
Deerfield, Illinois
60015

92151992

INV 38290 A.N. 193

Together with all buildings, improvements, fixtures or appurtenances 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 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, (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, all or more fully set forth in Paragraph 1 on the reverse side hereof. The Mortgagee is hereby subrogated to the rights of all mortgages, lienholders and owners paid off by the proceeds of the loan hereby secured.

TO HAVE AND TO HOLD the said 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, or other applicable Homestead Exemption Laws, which said rights and benefits said Mortgagor does hereby release and waive.

TO SECURE (1) The payment of a Note executed by the Mortgagor to the order of the Mortgagee bearing even date herewith in the principal sum of TWO HUNDRED THOUSAND AND NO/100-----Dollars (\$ 200,000.00-----), which Note, together with interest thereon as therein provided, is payable monthly in the amount of TWO THOUSAND TWENTY-EIGHT AND 54/100-----Dollars (\$ 2,028.54-----), commencing the 20th day of May, 19 92, which payments are to be applied, first, to interest, and the balance to principal, until said indebtedness is paid in full; (2) The performance of other agreements in said Note, which is hereby incorporated herein and made a part of hereof, and which provides, among other things, for an additional monthly payment of one-twelfth (1/12) of the estimated annual taxes, assessments, insurance premiums and other charges upon the mortgaged premises; (3) Any future advances as hereinafter provided; and (4) The performance of all of the covenants and obligations of the Mortgagor to the Mortgagee, as contained herein and in said Note.

DEPT-01 RECORDING \$25.50
T4444 TRAM 1730 07/01/92 15:38:00
89395 \$ *--77-481992
COOK COUNTY RECORDER

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 assessments, water charges, and sewer service charges 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 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 long form mortgage clause satisfactory to Mortgagee making them payable to or for the benefit of the Mortgagee and providing that they cannot be canceled upon less than 30 days notice to Mortgagee; and in case of foreclosure sale payable to the owner of the certificate of sale, owner of any deficiency, any receiver or redemptioner, or any grantee in a Sheriff's or Judicial Deed; 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 as attorney in fact for and 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 him to be signed by the Mortgagee for such purpose; and in the event the Mortgagor fails to endorse any checks or drafts issued in payment of any loss for the Mortgagee is designated as Mortgagor's attorney in fact to do so, 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; (5) To keep said premises in good condition and repair, without waste and free from any mechanic's 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, additions, demolition, removal or sale of any 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 reserved in the vendor for any apparatus, fixtures or equipment which would become part of the real estate 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 said 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 be made a party defendant by reason of this Mortgage; (11) Not to sell or transfer the premises, or enter into any agreement to do any of the foregoing which does not provide for immediate payment of all sums secured hereby. "Sell or transfer" means the conveyance of the premises or any right, title or interest therein (including conveyance into a land trust), whether legal or equitable, whether voluntary or involuntary, by outright sale, deed, installment sale contract, land contract, contract for deed, leasehold interest with a term greater than three (3) years, lease-option contract, assignment of beneficial interest in a land trust or any other method of conveyance of real or personal property interests, excluding however (i) the creation of a lien or encumbrance subordinate to this Mortgage; (ii) the creation of a purchase money security interest for household appliances; or (iii) transfer by devise, descent, or by operation of law upon death of a joint tenant.

B. That in case of failure to perform any of the covenants herein, Mortgagee may do on Mortgagor's behalf everything so covenanted; that said Mortgagee may also do any act it may deem necessary to protect the lien hereof; that Mortgagor 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 nine per cent per annum 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 or 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 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.

C. That it is the intent hereof to secure payment of said Note whether the entire amount shall have been advanced to the Mortgagor at the date hereof or a later date.

D. That this mortgage shall also secure additional loans hereafter made by the then holder of the note secured hereby to the then owner of the real estate described herein, provided that no such additional loan shall be made if the making thereof would cause the total principal indebtedness secured hereby to exceed the amount of the original principal indebtedness stated herein. Each such additional loan shall be evidenced by a note or other evidence of indebtedness identifying such additional loan as part of the indebtedness secured hereby, and shall mature not later than the then maturity date of the original indebtedness secured hereby. Nothing herein contained shall imply any obligation on the part of any holder of said note to make any such additional loan.

E. That in the event the ownership of said property or any part thereof becomes vested in a person other than the Mortgagor, the Mortgagee may, without notice to the Mortgagor, 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 Mortgagor, and may forbear to sue or may extend time for payment of the debt, secured hereby, without discharging or in any way affecting the liability of the Mortgagor hereunder or upon the debt hereby secured. Nothing herein contained shall imply any consent to such transfer of ownership.

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UNOFFICIAL COPY

RIDER "A"

The North 3 acres (except the West 210 feet thereof lying South of a line 60 feet South of and parallel to the North line of said 3 acres) of the South 7 acres of the following described tract: Commencing on the center line of Section 26, Township 42 North, Range 12 East of the Third Principal Meridian, in Cook county, Illinois 15 chains 30 links West of the South East corner of the North East 1/4 of said Section thence North 6 chains 54 links thence West to the center line of County Road running North and South through the East 1/2 of said Section thence Southwesterly along the center of Road to a point 9 chains 65 1/2 links South of the North line of the South East 1/4 of said Section thence East 16 chains 27 links thence North to the center line of said Section, thence West to the point of beginning said 7 acres are more definitely described as beginning at the South West corner of above described tract, running thence East on the South line of said tract 1086.5 feet to the East line thereof, thence North 280.64 feet to a stake; thence West 1086.5 feet more or less to the Center of Road, thence South along the center of Road 280.64 feet more or less to the point of beginning except any part thereof encroaching upon or falling within the West 160.0 feet (except the East 544.5 feet thereof) of the South 440.64 feet of the following described property: commencing where the center line of Waukegan Road crosses the North Line of the South East 1/4 of Section 26, Township 42 North, Range 12 East of the Third Principal Meridian in Cook County, Illinois thence Southwesterly along the center line of said Waukegan Road 637.65 feet to a point on a line 637.23 feet South of and parallel with the North line of said South East 1/4 of said Section 26, thence East 1073.81 feet along said line which is 637.23 feet South of the North line of said South East 1/4 of said Section 26 thence North on a line 990.95 feet West of and parallel with the East line of the South East 1/4 of said Section 26 to the North line of said South East 1/4 of said Section 26 thence West along the North line of said South East 1/4 of said Section 26, 1052.69 feet to the point of beginning in Cook County, Illinois.

26CT184726

Clerk's Office

AND MADE A PART HEREOF.

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25-1758-00

Property

RIDER ATTACHED TO AND MADE A PART OF THE TRUST DEED OR MORTGAGE UNDER TRUST NO. 25-1758-00
DATED April 20, 1992

This Mortgage or Trust Deed in the nature of a mortgage is executed by LA SALLE NATIONAL TRUST, N.A., not personally, but as Trustee under Trust No. 25-1758-00 in the exercise of the power and authority conferred upon and vested in it as such Trustee (and said LA SALLE NATIONAL TRUST, N.A. hereby warrants that it possesses full power and authority to execute the Instrument) and it is expressly understood and agreed that nothing contained herein or in the note, or in any other instrument given to evidence the indebtedness secured hereby shall be construed as creating any liability on the part of said mortgagor or grantor, or on said LA SALLE NATIONAL TRUST, N.A. personally to pay 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 hereby expressly waived, the mortgages or Trustee under said Trust No. 25-1758-00, the legal owners or holders of the note, and by every person now or hereafter claiming any right or security hereunder; and that so far as the mortgagor or grantor and said LA SALLE NATIONAL TRUST, N.A. personally are concerned, the legal holders of the note and the owner or owners of any indebtedness accruing hereunder shall look solely to the premises hereby mortgaged or conveyed for the payment thereof by the enforcement of the Lien created in the manner hereunder shall look provided or by action to enforce the personal liability of the guarantor or guarantors, if any. Trustee does not warrant, indemnify, defend title nor is it responsible for any environmental damage.

AND MADE A PART HEREOF.