

# UNOFFICIAL COPY

92525020

A.T.G.F.  
BOX 370

This instrument was prepared by:

James Lanting .....  
(Name)  
16230 Louis Avenue .....  
(Address)  
South Holland, IL 60473

## MORTGAGE

This Mortgage, made this 7th day of July, 1992, A.D., between the Mortgager, South Holland Trust & Savings Bank, a corporation duly organized and existing under the laws of the State of Illinois and qualified to do a trust business under and by virtue of 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 said Bank in pursuance of a Trust Agreement, dated the 1st day of April, 1991, and known as Trust Number 10156 (herein "Borrower") and the Mortgagee, STEVEN E. SHENEMAN and TERI L. SHENEMAN whose address is

WHEREAS, Borrower is indebted to Lender in the principal sum of NINETY-SIX THOUSAND and NO/100 (\$96,000.00) Dollars, which indebtedness is evidenced by Borrower's note dated July 7, 1992 (herein "Note"), providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on July 7, 2004;

To SECURE to Lender (a) the repayment of the indebtedness evidenced by the Note, with interest thereon, the payment of all other sums, with interest thereon, advanced in accordance herewith to protect the security of this Mortgage, and the performance of the covenants and agreements of Borrower herein contained, and (b) the repayment of any future advances, with interest thereon, made to Borrower by Lender pursuant to paragraph 21 hereof (herein "Future Advances"), Borrower does hereby mortgage, grant and convey to Lender the following described property located in the County of Cook, State of Illinois:

The West 61 feet of the East 8 feet of Lot 3 in Smitty's Subdivision, being a Subdivision of the East 1/2 of the South East 1/4 of Section 23, Township 36 North, Range 14, East of the Third Principal Meridian, according to Plat thereof registered in the Office of the Registrar of Titles of Cook County, Illinois, on August 11, 1969 as Document 2466220.

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DEPT-01 RECORDING \$23.00  
7/6/92 TRAN 4280 07/17/92 10:08:00  
\*5833 \*92-525020  
COOK COUNTY RECORDER

which has the address of 1460 East 168th Street, South Holland, IL 60473  
(Street) (City)  
(herein "Property Address"); Property Tax No. 29-23-401-1865-00  
(State and Zip Code)

TOGETHER with all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances, rents, royalties, mineral, oil and gas rights and profits, water, water rights, and water stock, and all fixtures now or hereafter attached to the property, all of which, including replacements and additions thereto, shall be deemed to be and remain a part of the property covered by this Mortgage; and all of the foregoing, together with said property (or the leasehold estate if this Mortgage is on a leasehold) are herein referred to as the "Property".

Borrower covenants that Borrower is lawfully seized of the estate hereby conveyed and has the right to mortgage, grant and convey the Property, that the Property is unencumbered, and that Borrower will warrant and defend generally the title to the Property against all claims and demands, subject to any declarations, waterwrits or restrictions listed in a schedule of exceptions to coverage in any title insurance policy insuring Lender's interest in the Property.

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prior to entry of a judgment enforcing this Mortgage if (a) Borrower pays Lender all sums which would be due by him under this Mortgage, the Note and any other security instrument, if any, had no acceleration occurred; (b) Borrower has not committed any breaches of any other covenants or agreements of Borrower contained in this Mortgage; (c) Borrower pays all reasonable expenses incurred by Lender in enforcing the covenants and agreements of Borrower contained in this Mortgage and in enforcing Lender's remedies as provided in paragraph 18 hereof, including, but not limited to, reasonable attorney's fees; and (d) Borrower takes such action as Lender may reasonably require to assure that the lien of this Mortgage, Lender's interest in the Property and Borrower's obligation to pay the sums secured by this Mortgage shall continue unimpaired. Upon such payment and cure by Borrower, this Mortgage and the obligations secured hereby shall remain in full force and effect as if no acceleration had occurred.

20. Assignment of Rents; Appointment of Receiver; Lender in Possession. As additional security hereunder, Borrower hereby assigns to Lender the rents of the Property, provided that Borrower shall, prior to acceleration under paragraph 18 hereof or abandonment of the Property, have the right to collect and retain such rents as they become due and payable.

Upon acceleration under paragraph 18 hereof or abandonment of the Property, and at any time prior to the expiration of any period of redemption following judicial sale, Lender, in person, by agent or by judicially appointed receiver, shall be entitled to enter upon, take possession of and manage the Property and to collect the rents of the Property including those past due. All rents collected by Lender or the receiver shall be applied first to payment of the costs of management of the Property and collection of rents, including, but not limited to receiver's fees, premiums on receiver's bonds and reasonable attorney's fees, and then to the sums secured by this Mortgage. Lender and the receiver shall be liable to account only for those rents actually received.

21. Future Advances. Upon request of Borrower, Lender, at Lender's option prior to release of this Mortgage, may make Future Advances to Borrower. Such Future Advances, with interest thereon, shall be secured by this Mortgage when evidenced by promissory notes stating that said notes are secured hereby. At no time shall the principal amount of the indebtedness secured by this Mortgage, not including sums advanced in accordance herewith to protect the security of this Mortgage, exceed the original amount of the Note plus US \$.....

22. Release. Upon payment of all sums secured by this Mortgage, Lender shall release this Mortgage without charge to Borrower. Borrower shall pay all costs of recordation, if any.

23. Waiver of Homestead. Borrower hereby waives all right of homestead exemption in the Property.

This Mortgage is executed by the South Holland Trust & Savings Bank, 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 South Holland Trust & Savings Bank, 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 Borrower or on said South Holland Trust & Savings Bank 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 Lender and by every person now or hereafter claiming any right or security hereunder, and that so far as the Borrower and its successors and said South Holland Trust & Savings Bank 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, if any.

In Witness Whereof, South Holland Trust & Savings Bank, not personally but as Trustee as aforesaid, has caused these presents to be signed by its Trust Officer, ~~XXXXXXXX~~ and its corporate seal to be hereunto affixed and attested by its Asst. Secretary, ~~XXXXXXXX~~ the day and year first above written.

Notwithstanding any terms or provisions of this instrument, the South Holland Trust & Savings Bank, as Trustee, Trust No. 10156, assumes no personal liability of any kind or nature, but executes this instrument solely as Trustee covering trust property above referred to.

SOUTH HOLLAND TRUST & SAVINGS BANK  
As Trustee as aforesaid and not personally U/T 10156  
(Borrower)

By *J. H. Daley*  
Trust Officer ~~XXXXXXXX~~  
ATTEST *Patricia J. Miedema*  
Asst. Secretary

STATE OF ILLINOIS }  
COUNTY OF COOK, } ss.

I, the undersigned, Jack Dalenberg, a notary public in and for said County, in the State aforesaid, do hereby certify that ~~XXXXXXXX~~ Trust Officer, ~~XXXXXXXX~~ of South Holland Trust & Savings Bank, a corporation, and Patricia J. Miedema-Asst. Secretary of said Corporation, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Senior Vice President & Trust Officer and Asst. Secretary, respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their free and voluntary act and as the free and voluntary act of said Corporation, for the uses and purposes therein set forth; and the said ~~XXXXXXXX~~ Asst. Secretary did also then and there acknowledge that he as custodian of the corporate seal of said Corporation did affix the said corporate seal of said Corporation, to said instrument as his own free and voluntary act and as the free and voluntary act of said Corporation, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 10th day of July, A.D. 19...92.....

*Joellen Adams*  
Notary Public

"OFFICIAL SEAL"  
JOELLEN ADAMS  
NOTARY PUBLIC  
STATE OF ILLINOIS  
MY COMMISSION EXPIRES: 09-06-96

(Space Below This Line Reserved For Lender and Recorder)

Return to:  
VAN DER AAL, LAITINS AND PAALBERS, LTD.  
Attorneys At Law  
18230 Louis Avenue  
South Holland, IL 60473

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