

# UNOFFICIAL COPY

(Corporate Land Trustee Form)

Loan No.

06 65207-07

THIS INDENTURE WITNESSETH That the undersigned

SUBURBAN NATIONAL BANK OF PALATINE, A NATIONAL BANKING ASSOCIATION  
(Suburban National Bank of Palatine, as Trustee  
formerly Palatine National Bank, as Trustee)

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

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 JUNE 25, 1992 and known as trust number 6170, 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 LOT 10284 (EXCEPT THAT PART OF SAID LOT 10284 LYING SOUTH OF A LINE DRAWN AT 90 DEGREES TO THE EAST LINE OF SAID LOT AT A POINT ON SAID EAST LINE 106.43 FEET NORTH OF THE SOUTHEAST CORNER OF SAID LOT), IN SECTION 3, WEATHERSFIELD UNIT 10, BEING A SUBDIVISION IN THE SOUTHWEST 1/4 OF SECTION 37, TOWNSHIP 41 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS: COMMENCING ON THE WEST LINE OF SAID LOT 10284 AT A POINT 870.81 FEET NORTH OF THE SOUTHWEST CORNER OF SAID LOT 10284; THENCE EAST 126.65 FEET, TO THE POINT OF BEGINNING OF THE PARCEL HEREON DESCRIBED; (FOR THE PURPOSE OF DESCRIBING THIS PARCEL WEST LINE OF SAID LOT 10284 IS TAKEN AS "NORTH AND SOUTH") THENCE NORTH 91.89 FEET; THENCE EAST 49.00 FEET; THENCE SOUTH 1.83 FEET; THENCE WEST 6.30 FEET; THENCE SOUTH 80.08 FEET; THENCE WEST 43.00 FEET; TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PARCEL 2: EASEMENT FOR INGRESS AND EGRESS FOR THE BENEFIT OF PARCEL 1 AS SET FORTH AND DEFINED IN THE DECLARATION RECORDED AS DOCUMENT NO. 84906493, IN COOK COUNTY, ILLINOIS.

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 thereon or therein, the furnishing of which by lessors is customary or appropriate, including screens, window shades, storm doors and windows, floor coverings, screen 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, 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. The Mortgagee is hereby subrogated to the rights of all mortgagees, lienholders and owners past or 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, and with all the rights and privileges thereunto belonging, unto said Mortgagee forever, for the uses herein set forth, free from all rights 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 SECURE

(1) (a) the payment of a Note executed by the Mortgagor to the order of the Mortgagee bearing even date herewith in the principal sum of ONE HUNDRED NINETY-EIGHT THOUSAND SEVEN HUNDRED AND NO/100 Dollars

(1) 198700.00 which Note, together with interest thereon as therein provided, is payable in monthly installments of TWO THOUSAND ONE HUNDRED TWENTY AND 07/100 Dollars

(1) 2120.07 commencing the 1ST day of SEPTEMBER 1992 which payments are to be applied, first, to interest and the balance to principal, until said indebtedness is paid in full.

(b)

(2) any advances 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 advances on account of said original Note together with such additional advances, in a sum in excess of TWO HUNDRED THIRTY-EIGHT THOUSAND FOUR HUNDRED FORTY AND NO/100 Dollars (\$ 238440.00), 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 term 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 hereinafter 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 mortgage premises covered hereafter upon said premises insured against damage by fire and such other hazards as the Mortgagee may require to be insured against, and to pay for such 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

800P & 1307097P

SEE RIDER ATTACHED

DEPT-01 RECORDING 142222 TRAN 8551 07/28/92 14:53:00  
63503 \* -92-553752  
COOK COUNTY RECORDER

Property of Cook County Clerk's Office  
92553752



# UNOFFICIAL COPY

06/05/2017 07

That upon the execution of this instrument... the Mortgagee... shall have the right to appoint a receiver with power to manage and real and to collect the rents and profits of said premises during the pendency of such foreclosure and the statutory period of redemption...

That each right, power and remedy herein conferred upon the Mortgagee... shall be enforceable 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...

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...

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 liens, which partial release or releases shall not impair in any manner the validity or priority of this mortgage on the mortgaged premises remaining, nor release any guarantor, co-signer, surety or endorser from personal liability for the indebtedness hereby secured.

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... I, the undersigned, either individually or as Trustee aforesaid, or my 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...

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

Suburban National Bank of Palatine, Ill. of Suburban National Bank of Palatine, Ill. of JUNE, A.D. 19 92

TR. NO. 6170 DATED: JUNE 25, 1992

ATTEST: Colleen M. McGill Trust Administrator, Daniel L. Curry Secretary, Richard J. Jahns President

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

and for said County, in the State aforesaid, DO HEREBY CERTIFY THAT

personally known to me to be the Daniel L. Curry President of SUBURBAN NATIONAL BANK OF PALATINE BR. V.P. & Trust Officer COLLEEN M. MCGILL Trust Administrator

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 28TH day of JUNE, A.D. 19 92



James Tison Notary Public

MY COMMISSION EXPIRES 3/27/96

THIS INSTRUMENT WAS PREPARED BY RICHARD J. JAHNS

OF CRAGIN FEDERAL BANK FOR SAVINGS

5133 WEST FULLERTON AVENUE, CHICAGO, ILLINOIS 60619

025553752

2555752

Property of Clerk's Office

This mortgage is executed by SUBURBAN NATIONAL BANK OF PALATINE, not personally, but as trustee as aforesaid, formerly the Palatine National Bank, not personally, but as trustee aforesaid, in the exercise of the power and authority conferred upon and vested in it as such Trustee (and said SUBURBAN NATIONAL BANK OF PALATINE 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 any note contained shall be construed as creating any liability on the said borrower or on said SUBURBAN NATIONAL BANK OF PALATINE personally to pay the said note or any interest that may accrue thereon, or any indebtedness accruing hereunder, or to perform any covenant either expressed or implied herein contained, all such liability, if any, being expressly waived by lender and by every person now or hereafter claiming any right of security hereunder, and that so far as the borrower and its successors and said SUBURBAN NATIONAL BANK OF PALATINE 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.

MORTGAGE

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MORTGAGE

SUBURBAN NATIONAL BANK OF PALATINE

TR. NO. 6170 DATED: JUNE 25, 1992

to CRAGIN FEDERAL BANK FOR SAVINGS

PROPERTY AT: 1077 DICKENSWAY  
SCHAUMBURG, ILLINOIS 60194

Loan No. 06-65207-07