

UNOFFICIAL COPY

(Corporate Land Trustee Form)

Loan No. 06 05207-07

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)

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

CRAIG 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 198.43 FEET NORTH OF THE SOUTHEAST CORNER OF SAID LOT), IN SECTION 3, WREATHERSFIELD UNIT 16, 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 670.61 FEET NORTH OF THE SOUTHWEST CORNER OF SAID LOT 10284; THENCE EAST 126.65 FEET, TO THE POINT OF BEGINNING OF THE PARCEL HEREIN DESCRIBED; (FOR THE PURPOSE OF DESCRIBING THIS PARCEL WEST LINE OF SAID LOT 10284 IS TAKEN AS "NORTH AND SOUTH") THENCE NORTH 31.89 FEET; THENCE EAST 49.00 FEET; THENCE SOUTH 1.83 FEET; THENCE WEST 6.30 FEET; THENCE SOUTH 80.06 FEET; THENCE WEST 43.00 FEET; TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PARCEL 2: BASEMENT FOR INGRESS AND EGRESS FOR THE BENEFIT OF PARCEL 1 AS SET FORTH AND DEFINED IN THE DECLARATION RECORDED AS DOCUMENT NO. 24384493, IN COOK COUNTY, ILLINOIS.

Together with all buildings, improvements, fixtures or appurtenances now or heretofore attached thereto 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 thereto or thereto, the furnishing of which by lessors to lessees is customary or appropriate, including screens, window shades, storm doors and windows, floor coverings, screen doors, inset 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, beneficiaries and owners paid off by the proceeds of the loan hereby created.

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 for 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

(1) 2120.07 Dollars, 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 my purpose, at any time before the release and cancellation of this Mortgage, but at no time shall this Mortgagee receive 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 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 to 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 the cost of liability insurance and such other insurance as the Mortgagee may require until said indebtedness is fully paid, or in case of foreclosure, until extinguishment of the

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1. In case the mortgagor dies or any other person dies in respect of the mortgaged property, the mortgagee may sue for the recovery of the amount due under the mortgage.

H. Thus the legislature may apply such a provision to another state or territory if it is intended to give the legislature power to make a party of litigants in certain cases. This is the case of the bill before us.

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• In this section we discuss the ownership of real property by our firm partners.

TABLE II is the initial proposal to study prevalence of and route of transmission of hepatitis C among drug users who have been advised to take hepatitis C testing at the date of their most recent contact.

that in the same way that the amount of time spent on the part of the manager may be reduced by the use of a computer, so too may the amount of time spent on the part of the manager may be reduced by the use of a computer.

and other insurance companies to pay to the under-insured claimants a pro rata portion of the total cost. Your lawyer will explain the distribution method of the money to you.

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I, Colleen M. McGill, being duly sworn, do hereby declare that I have read the preceding instrument, and that the same is true, except that it is otherwise written in full in the Mortgage, or any part thereof, and with or without the consent of the Mortgagor, or the then holder of said premises, or whether the same shall then be occupied by the owner of the equity of redemption, as a honest and upright person with power to manage and control 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 redemption, or in 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 such 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.

I, That each right, power and remedy herein conferred upon the Mortgagor is cumulative of every other right or remedy of the Mortgagor, whether herein or by law conferred, and may be enforced concurrently therewith, that no waiver by the Mortgagor of performance of any covenant herein or in said obligation contained shall thereafter in any manner affect the right of Mortgagor 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 Mortgagor, and the successors and assigns of the Mortgagor, and that the powers herein mentioned may be exercised as often as occasion therefore arises.

M, The corporate Trustee named herein being duly authorized to do so by the trust instrument, or by any person 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 Mortgagor 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 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 relieve 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 possess 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, to 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, of such liability, if any, being expressly waived by the Mortgagor and by every person now or hereafter claiming any right or security herefor, 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 aforesaid, caused those presents to

be signed by its BR. V.P. & Trust Officer President, and its corporate seal to be hereunto affixed and attested by its Trust Administrator

~~EXCEPT AS NOT PROVISION REGARDING ANY LIABILITY~~
SUBURBAN NATIONAL BANK OF PALATINE, Day of JUNE, A.D., 19 92
of Suburban National Bank of Palatine, or on the for
trustee, either affixed on this or on the for
verse side hereof or attached hereto, is
expressly made a part hereof.

SUBURBAN NATIONAL BANK OF PALATINE
TR. NO. 8170 DATED: JUNE 25, 1992

ATTEST: Colleen M. McGill SEE RIDER ATTACHED as aforesaid and not personally
Daniel L. Curry

STATE OF ILLINOIS Trust Administrator Secretary

COUNTY OF COOK }
I, the undersigned, _____ a Notary Public in

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

personally known to me to be the _____ President of SUBURBAN NATIONAL BANK OF PALATINE

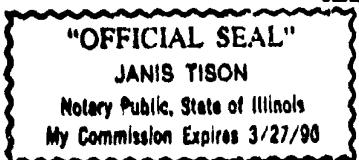
Daniel L. Curry BR. V.P. & Trust Officer

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 on 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 29TH day of JUNE, A.D. 19 92



Janis Tison
Notary Public

MY COMMISSION EXPIRES 3/27/96

THIS INSTRUMENT WAS PREPARED BY RICHARD J. JAHNS

OF CRAIG FEDERAL BANK FOR SAVINGS

5133 WEST FULLERTON AVENUE CHICAGO, ILLINOIS 60619

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MORTGAGE

SUBURBAN NATIONAL BANK OF PALATINE

TR. NO. 8170 DATED: JUNE 25, 1992

CRAGIN FEDERAL BANK FOR SAVINGS

PROPERTY AT: 1077 DICKENSWAY
SCHAUMBURG, ILLINOIS 60194

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