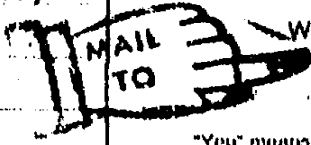


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ADD 42159

AMERICAN NATIONAL BANK AND TRUST CO. OF CHICAGO AS TRUSTEE, U/T/A DATED 5/4/92, TRUST #55169	This instrument was prepared by (Name) <u>Michelle Staudish</u> (Address) <u>6825 W. 111th Street, Worth, IL 60482</u>
MORTGAGOR "I" includes each mortgagor above.	 WORTH BANK AND TRUST P.O. BOX 188 WORTH, ILLINOIS 60482 MORTGAGER "You" means the mortgagor, its successors and assigns.

REAL ESTATE MORTGAGE: For value received, I, AMERICAN NATIONAL BANK AND TRUST CO. OF CHICAGO AS TRUSTEE
 UNDER TRUST #55169 mortgage and warrant to you to secure the payment of the secured debt described below, on
July 14, 1992 the real estate described below and all rights, easements, appurtenances, rents, leases and existing and
 future improvements and fixtures (all called the "property")

PROPERTY ADDRESS: 9612 Forest Glen Blvd. Palos Park Illinois 60464
(Street) (City) (Zip Code)

LEGAL DESCRIPTION: 92577607

Lot 1 in block 2 in Dickinson's Resubdivision, being a Resubdivision of lots 4,5, and 6 in Zimmerman's Resubdivision of the Southeast 1/4 of the Northwest 1/4 of the Southeast 1/4 and the North 1/2 of the Northeast 1/4 of the Southwest 1/4 of the Southeast 1/4 (except East 33 feet and the West 33 feet and the North 33 feet) of Section 27, Township 37 North, Range 12 East of the Third Principal Meridian also of the West 1/2 of block 7 in Monson and Smith's Second Addition to Palos Park, a subdivision of the Southwest 1/4 of the Southeast 1/4 of Section 27, Township 37 North, Range 12 East of the Third Principal Meridian and of blocks 3 and 4 in Monson and Smith's First Addition to Palos Park, a subdivision of the Northwest 1/4 of the Southeast 1/4 of Section 27, Township 37 North, Range 12, East of the Third Principal Meridian, recorded Plat Document #23.50 P.I.N. 23-27-408-005

T#6666 TRAM 5660 08/05/92 10:26:00
 #8370 # **92-577607
 COOK COUNTY RECORDER

located in Cook County, Illinois.
 TITLE: 1 covenant and warrant title to the property, except for encumbrances of record, municipal and zoning ordinances, current taxes and assessments not yet due and

This Mortgage is executed by the American National Bank and Trust Company of Chicago, not personally but as Trustee as aforesaid in the exercise of the power and authority conferred upon and vested in it as Trustee (and said American National Bank and Trust Company of Chicago, 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 First Party or on said American National Bank and Trust Company of Chicago personally to pay the said note or any interest that may accrue thereon, or any indebtedness accruing hereunder, or to perform any covenant, warranty or indemnity either express or implied herein contained, all such liability, if any, being expressly waived by Mortgages and by every person now or hereafter claiming any right or security hereunder, and that so far as the First Party and its successors and said American National Bank and Trust Company of Chicago 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, American National Bank and Trust Company of Chicago, not personally but as Trustee as aforesaid, has caused these presents to be signed by one of its Vice-Presidents, or Assistant Vice-Presidents, and its corporate seal to be hereunto affixed and attested by its Assistant Secretary, the day and year first above written.

AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO
 As Trustee as aforesaid and not personally.

By [Signature]
 ATTEST [Signature]
 Assistant Secretary

STATE OF ILLINOIS
 COUNTY OF COOK) ss.

I, ANNE M. MARCHERT a Notary Public in and for said County, in the State aforesaid.

DO HEREBY CERTIFY, that Peter H. JOHANNSEN Vice-President of the AMERICAN NATIONAL BANK AND TRUST COMPANY of Chicago, and Gregory S. Kasprzyk Assistant Secretary of said Company, who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Vice-President, and Assistant Secretary, respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act and as the free and voluntary act of said Company, as Trustee as aforesaid, for the uses and purposes therein set forth; and the said Assistant Secretary then and there acknowledged that he, as custodian of the corporate seal of said Company, did affix the corporate seal of said Company to said instrument as his own free and voluntary act and as the free and voluntary act of said Company, as Trustee as aforesaid, for the uses and purposes therein set forth.

OFFICIAL SEAL
 GIVEN under my hand and notarial seal, this
 Notary Public, State of Illinois
 My Commission Expires 1/23/94

JUL 30 1992
 day of A.D. 19

[Signature]
 Notary Public

2380
 11/18

COVENANTS

1. Payments: I agree to make all payments on the secured debt when due. Unless we agree otherwise, any payments you receive from me or for my benefit will be applied first to any amounts I owe you on the secured debt (exclusive of interest or principal), second, to interest and then to principal. If partial prepayment of the secured debt occurs for any reason, it will not reduce or excuse any subsequently scheduled payment until the secured debt is paid in full.

2. Claims against Title: I will pay all taxes, assessments, liens and encumbrances on the property when due and will defend title to the property against who supply labor or materials to improve or maintain the property. You may require me to assign any rights, claims or defenses which I may have against parties the insured on any such insurance policy. Any insurance proceeds may be applied, within your discretion, to either the restoration or repair of the damaged property or to the secured debt. If you require mortgage insurance, I agree to maintain such insurance for as long as you require.

3. Insurance: I will keep the property insured under terms acceptable to you at my expense and for your benefit. You will be named as loss payee or as the insured on any such insurance policy. Any insurance proceeds may be applied, within your discretion, to either the restoration or repair of the damaged property or to the secured debt. If you require mortgage insurance, I agree to maintain such insurance for as long as you require.

4. Property: I will keep the property in good condition and make all repairs reasonably necessary.

5. Expenses: I agree to pay all your expenses, including reasonable attorney's fees if I break any covenants in this mortgage or in any obligation secured by this mortgage. After my fees include those awarded by an appellate court. I will pay these amounts to you as provided in Covenant 10 of this mortgage.

6. Default and Acceleration: If I fail to make any payment when due or break any covenants under this mortgage, any prior mortgage or any obligation secured by this mortgage, you may accelerate the maturity of the secured debt and demand immediate payment and exercise any other remedy available to you. You may foreclose the mortgage in the manner provided by law.

7. Assignment of Rents and Profits: I assign to you the rents and profits of the property, unless we have agreed otherwise in writing. I may collect and retain the rents as long as I am not in default. If I default, you, your agent, or a court appointed receiver may take possession and manage the property and collect the rents. Any rents you collect shall be applied first to the costs of managing the property, including court costs and attorney's fees, commissions to rental agents, and any other necessary related expenses. The remaining amount of rents will then apply to payments on the secured debt as provided in Covenant 1.

8. Waiver of Homestead: I hereby waive all right of homestead exemption in the property.

9. Leaseholds: I agree to comply with the provisions of any lease if this mortgage is on a leasehold. If the condominium or planned unit development, I will perform all of my duties under the covenants, by laws, or regulations of the condominium or planned unit development.

10. Authority of Mortgagee to Perform for Mortgagee: If I fail to perform any of my duties under this mortgage, you may perform the duties or cause them to be performed. You may assign my name or pay any amount if necessary for performance. If any construction on the property is discontinued or not carried on in a reasonable manner, you may do whatever is necessary to protect your security interest in the property. This may include completing the construction.

Your failure to perform will not preclude you from exercising any of your other rights under the law or this mortgage. Any amounts paid by you to protect your security interest will be secured by this mortgage. Such amounts will be due on demand and will bear interest from the date of the payment until paid in full at the interest rate in effect on the secured debt.

11. Inspection: You may enter the property to inspect if you give me notice beforehand. The notice must state the reasonable cause for your inspection.

12. Condemnation: I assign to you the proceeds of any award or claim for damages connected with a condemnation or other taking of all or any part of the property. Such proceeds will be applied as provided in Covenant 1. This assignment is subject to the terms of any prior security agreement.

13. Waiver: By exercising any remedy available to you, you do not give up your right to later use any other remedy. By not exercising any remedy, if I default, you do not waive your right to later consider the event a default if it happens again.

14. Joint and Several Liability; Co-signers; Successors and Assigns Bound: My duties under this mortgage are joint and several. If I co-sign this mortgage but do not co-sign the underlying debt, I do so only to secure my interest in the property under the terms of this mortgage. I also agree that you and any party to the mortgage may extend, modify or make any other changes in the terms of this mortgage or the secured debt without my consent. Such a change will not release me from the terms of this mortgage.

The duties and benefits of this mortgage shall bind and benefit the successors and assigns of either or both of us.

15. Notice: Unless otherwise required by law, any notice to me shall be given by delivering it or by mailing it by certified mail addressed to me at the Property Address or any other address that I tell you. I will give any notice to you by certified mail to your address on page 1 of this mortgage, or to any other address which you have designated.

Any notice shall be deemed to have been given to either of us when given in the manner stated above.

16. Transfer of the Property or a Beneficial Interest in the Mortgage: If all or any part of the property or any interest in it is sold or transferred without your prior written consent, you may demand immediate payment of the secured debt. You may also demand immediate payment if the mortgage is not a natural person and a beneficial interest in the mortgage is sold or transferred. However, you may not demand payment in the above situations if it is prohibited by federal law as of the date of this mortgage.

17. Release: When I have paid the secured debt, you will discharge this mortgage without charge to me. I agree to pay all costs to record this mortgage.

Property of [unclear]

92577607

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ILLINOIS
Page 1 of 2

County: _____

My commission expires: _____
of _____
Corporate or Partnership Address: _____
by _____
The foregoing instrument was acknowledged before me this _____ day of _____ County, IL

ACKNOWLEDGMENT: STATE OF ILLINOIS

92577607

SIGNATURES: _____

TERMS AND COVENANTS: I agree to the terms and covenants contained in the mortgage and in any liens described below and signed by me

Variable Rate: The interest rate on the obligation secured by the mortgage may vary according to the terms of the obligation period
 A copy of the loan agreement containing the terms under which the interest rate may vary is attached to this mortgage and made a part hereof

The total unpaid balance secured by this mortgage at any one time shall not exceed a maximum price of _____ Dollars (\$ 95,000.00) plus interest, plus any delinquencies made for the payment of taxes, special assessments, or insurance on the property, with interest on each delinquency.

The above obligation is due and payable on July 14, 1997. If not paid within _____ days after the date of this mortgage, the mortgagee shall have the right to foreclose on the property.

All amounts owed under the agreement are secured even though not all amounts may yet be advanced. Future advances under the agreement are contemplated and will be secured and will have priority to the same extent as if made on the date this mortgage is recorded.

All amounts owed under the above agreement are secured even though not all amounts may yet be advanced. Future advances under the agreement are contemplated and will be secured and will have priority to the same extent as if made on the date this mortgage is recorded.

The secured debt is evidenced by (List all instruments and agreements secured by the mortgage and the dates thereof): _____

92577607

COOK County Clerk's Office

PHARIZ

UNOFFICIAL COPY

COVENANTS

1. **Payments.** I agree to make all payments on the secured debt when due. Unless we agree otherwise, any payments you receive from me or for my benefit will be applied first to any amounts I owe you on the secured debt (exclusive of interest or principal), second, to interest and then to principal. If partial prepayment of the secured debt occurs for any reason, it will not reduce or excuse any subsequently scheduled payment until the secured debt is paid in full.

2. **Claims against Title.** I will pay all taxes, assessments, liens and encumbrances on the property when due and will defend title to the property against any claims which would impair the lien of this mortgage. You may require me to assign any rights, claims or defenses which I may have against parties who supply labor or materials to improve or maintain the property.

3. **Insurance.** I will keep the property insured under terms acceptable to you at my expense and for your benefit. You will be named as loss payee or as the insured on any such insurance policy. Any insurance proceeds may be applied, within your discretion, to either the restoration or repair of the damaged property or to the secured debt. If you require mortgage insurance, I agree to maintain such insurance for as long as you require.

4. **Property.** I will keep the property in good condition and make all repairs reasonably necessary.

5. **Expenses.** I agree to pay all your expenses, including reasonable attorneys' fees if I break any covenants in this mortgage or if any obligation secured by this mortgage. Attorneys' fees include those awarded by an appellate court. I will pay these amounts to you as provided in Covenant 10 of this mortgage.

6. **Default and Acceleration.** If I fail to make any payment when due or break any covenants under this mortgage, any prior mortgage or any obligation secured by this mortgage, you may accelerate the maturity of the secured debt and demand immediate payment and exercise any other remedy available to you. You may foreclose this mortgage in the manner provided by law.

7. **Assignment of Rents and Profits.** I assign to you the rents and profits of the property. Unless we have agreed otherwise in writing, I may collect and retain the rents as long as I am not in default. If I default, you, your agent or a court appointed receiver may take possession and manage the property and collect the rents. Any rents you collect shall be applied first to the costs of managing the property, including court costs and attorneys' fees, commissions to rental agents, and any other necessary related expenses. The remaining amount of rents will then apply to payments on the secured debt as provided in Covenant 1.

8. **Waiver of Homestead.** I hereby waive all right of homestead exemption in the property.

9. **Leaseholds; Condominiums; Planned Unit Developments.** I agree to comply with the provisions of any lease if this mortgage is on a leasehold. If this mortgage is on a unit in a condominium or a planned unit development, I will perform all of my duties under the covenants, by-laws, or regulations of the condominium or planned unit development.

10. **Authority of Mortgagee to Perform for Mortgagor.** If I fail to perform any of my duties under this mortgage, you may perform the duties or cause them to be performed. You may sign my name or pay any amount if necessary for performance. If any construction on the property is discontinued or not carried on in a reasonable manner, you may do whatever is necessary to protect your security interest in the property. This may include completing the construction.

Your failure to perform will not preclude you from exercising any of your other rights under the law or this mortgage.

Any amounts paid by you to protect your security interest will be secured by this mortgage. Such amounts will be due on demand and will bear interest from the date of the payment until paid in full at law interest rate in effect on the secured debt.

11. **Inspection.** You may enter the property to inspect if you give me notice beforehand. The notice must state the reasonable cause for your inspection.

12. **Condemnation.** I assign to you the proceeds of any award or claim for damages connected with a condemnation or other taking of all or any part of the property. Such proceeds will be applied as provided in Covenant 1. This assignment is subject to the terms of any prior security agreement.

13. **Waiver.** By exercising any remedy available to you, you do not give up your rights to later use any other remedy. By not exercising any remedy if I default, you do not waive your right to later consider the event a default if it happens again.

14. **Joint and Several Liability; Co-signers; Successors and Assigns a Bound.** All duties under this mortgage are joint and several. If I co-sign this mortgage but do not co-sign the underlying debt I do so only to mortgage my interest in the property under the terms of this mortgage. I also agree that you and any party to this mortgage may extend, modify or make any other changes in the terms of this mortgage or the secured debt without my consent. Such a change will not release me from the terms of this mortgage.

The terms and benefits of this mortgage shall bind and benefit the successors and assigns of either or both of us.

15. **Notice.** Unless otherwise required by law, any notice to me shall be given by delivering it or by mailing it by certified mail addressed to me at the Property Address or any other address that I tell you. I will give any notice to you by certified mail to your address on page 1 of this mortgage, or to any other address which you have designated.

Any notice shall be deemed to have been given to either of us when given in the manner stated above.

16. **Transfer of the Property or a Beneficial Interest in the Mortgagor.** If all or any part of the property or any interest in it is sold or transferred without your prior written consent, you may demand immediate payment of the secured debt. You may also demand immediate payment if the mortgagor is not a natural person and a beneficial interest in the mortgagor is sold or transferred. However, you may not demand payment in the above situations if it is prohibited by federal law as of the date of this mortgage.

17. **Release.** When I have paid the secured debt, you will discharge this mortgage without charge to me. I agree to pay all costs to record this mortgage.