

Instrument prepared by:

My Commission expires:

NOTARY PUBLIC

Given under my hand and official seal this _____ day of _____, 19____

own free and voluntary act and as _____ free and voluntary act for the uses and purposes therein set forth.

subscribed to the foregoing instrument appeared before me this day in person and acknowledged that _____ signed and delivered the said instrument to

personally known to me to be the same person(s) whose name(s) are/ is

_____ a Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY, that

STATE OF ILLINOIS
COUNTY OF _____

(Mortgagor) _____
(Mortgagee) _____
(SEAL) _____
(Mortgagor) _____
(SEAL) _____

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therewith. By signing below, the Mortgagee(s) accept(s) and agree(s) to the terms and covenants of this Mortgage and any Riders) executed by Mortgagee(s) and recorded

agreement or a conditional sale agreement.

22. The Mortgagee will not, without the prior written consent of Mortgagee, all, assign or transfer, whether by operation of law or otherwise, all or any portion

of its interest in the premises, or enter into an agreement for any of the foregoing, including, without limitation, a lease with an option to purchase, an installment sale

any other federal, state or local government law, ordinance, rule, or regulation.

21. To keep the property free of Hazardous Materials, for purposes of this Mortgage "Hazardous Materials" includes, without limitation, any flammable explosives,

radioactive material, hazardous waste, hazardous air pollutants, hazardous air pollutants, hazardous air pollutants, hazardous air pollutants, hazardous air pollutants,

Competition and Liability Act of 1980, as amended (42 U.S.C. sec. 9601, et seq.) (the Hazardous Materials Transportation Act), as amended (49 U.S.C. sec. 1801, et seq.)

and in the event of any such release, the Mortgagee shall be liable for the cost of removal, cleanup, and any other expenses incurred by the Mortgagee.

20. Mortgagee hereby waives any and all rights of redemption from sale under any order or decree of foreclosure, pursuant to rights therein granted, on behalf

of the Mortgagee, and each and every person acquiring any interest in, or title to, the premises described herein subsequent to the date of the mortgage, and on behalf of all

other persons to the extent permitted by the provisions of the Illinois Code of Civil Procedure.

19. This Mortgage and all provisions hereof shall extend to and be binding upon Mortgagee and all persons claiming under or through Mortgagee, and the word

"Mortgagee" when used herein shall include all persons liable for the payment of the indebtedness or any part thereof, whether or not such persons shall

have executed the Note or this Mortgage. The word "Mortgagee" when used herein shall include the successors and assigns of the Mortgagee named herein and the holder

or holders, from time to time, of the Note secured hereby.

18. Mortgagee shall release this Mortgage and lien thereon by proper instrument upon payment and discharge of all indebtedness secured hereby and payment of

a reasonable fee to Mortgagee for the execution of such release.

17. If the payment of any indebtedness or any part hereof be extended or varied or if any part of the security be released, all persons now or at any time hereafter

liable thereon, or interest in said premises, shall be held to assent to such extension, variation or release, and their liability and the lien and all provisions hereof shall

continue in full force, the right to recover against all such persons being expressly reserved by the Mortgagee, notwithstanding such extension, variation or release.

16. After an event of default occurs, the Mortgagee shall periodically deposit with the Mortgagee such sums as the Mortgagee may reasonably require for payment

of taxes and assessments on the premises. No such deposit shall bear any interest.

15. The Mortgagee shall have the right to inspect the premises at all reasonable times and access thereto shall be permitted for that purpose.

14. No action for the enforcement of the lien or of any provision hereof shall be subject to any defense which would not be good and available to the party

interposing same in an action at law upon the Note hereby secured.

13. Upon or at any time after the filing of a complaint to foreclose this Mortgage the court in which such complaint is filed may appoint a receiver of said premises.

Such appointment may be made either before or after sale, without notice, without regard to the solvency of Mortgagee at time of application for such receiver

and without regard to the then value of the premises or whether the same shall be occupied as a homestead or not, and the receiver may be appointed as such receiver

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Property of Cook County

UNOFFICIAL COPY

4 1 2 3 2 7 3

FIRST NATIONAL BANK IN HARVEY
174 EAST 154th STREET
HARVEY, ILLINOIS 60425

Property of Cook County Clerk's Office

9 1 5 7 1 2 4 6

UNOFFICIAL COPY

FIRST NATIONAL BANK IN HARVEY
174 EAST 154th STREET
HARVEY, ILLINOIS 60426

Lawrence R. Hochberg
174 East 154th Street
Harvey, Illinois 60426

This instrument was prepared by:

This instrument was prepared by:

OFFICIAL SEAL
PHYLLIS M. HAWKINSON
Notary Public, State of Illinois
My Commission Expires 4-26-93

My Commission expires: 4-26-93

92193275

Given under my hand and official seal this 17th day of October, 1991

I, the undersigned, a Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY, that Michael T. Nylan, it's Trust Officer, and John B. Brunelle, it's Asst. Secretary of said Bank who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such 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 own free and voluntary act and as the free and voluntary act of said Bank, 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 Bank, did affix the corporate seal of said Bank to said instrument as his own free and voluntary act and as the free and voluntary act of said Bank, as Trustee as aforesaid, for the uses and purposes therein set forth.

BOX 333

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1992 MAR 24 PM 2:18

STATE OF ILLINOIS
COUNTY OF COOK

Asst. Secretary

Trust Officer

Trust # 10086 and not personally

SOUTH HOLLAND TRUST & SAVINGS BANK, as trustee, U/A dated Feb. 2, 1991 and known as Trust # 10086 and not personally executed by South Holland Trust & Savings Bank, not personally but as Trustee as aforesaid, has caused these presents to be signed by its Vice President, and its corporate seal to be hereunder affixed by its Assistant Secretary, the day and year first above written.

This mortgage is executed by 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 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 Mortgagor or on said bank or on any beneficiary who is not a guarantor, personally to pay the said Note or any interest that may accrue thereon, or any indebtedness accruing thereunder, or to perform any covenant either express or implied herein contained (it being understood and agreed that each of the provisions hereof, except the warranty hereinabove contained in this execution clause, shall constitute a condition and not a covenant or agreement, regardless of whether the same may be couched in language of a promise or covenant or agreement), all such liability, if any, being expressly waived by Mortgagor and by every person now or hereafter claiming any right or security hereunder, and that so far as Mortgagor and its successors and said Association personally are concerned, the Holders and the owner or owners of any indebtedness accruing hereunder shall look solely to any one or more of: (1) the premises and the rents, issues and profits thereof for the payment thereof by the enforcement of the lien hereby created, in the manner herein and in the Note provided; (2) assets of the Trust Estate held under the Trust Agreement; (3) any other security given to secure said indebtedness; or (4) the personal liability of the Guarantor, if any.

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