

UNOFFICIAL COPY

First National Bank of Northbrook, a National Banking Association, as Trustee under the provisions of a Trust Agreement dated July 15, 1985

THE UNDERSIGNED, and known as Trust #298 of Northbrook, County of Cook, State of Illinois, hereinafter referred to as the Mortgagor, does hereby mortgage and warrant to The First National Bank of Northbrook having its principal office in the Village of Northbrook, Illinois, hereinafter referred to as the Mortgagee, the following real estate in the County of Cook, in the State of Illinois, to wit:

The East 31 1/2 feet of Lot 14 as measured on North line thereof and the West 18 1/2 feet of Lot 15 as measured on North line thereof in Dunning's Subdivision of Block 20 in Canal Trustees Subdivision of the East 1/2 of Section 29, Township 40 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Commonly known as 823-825 W. Altgeld Street, Chicago, Illinois 60614 P.I. #14-29-424-021

① 73-62-7035

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, the furnishing of which by lessors to lessees is customary or appropriate, including screens, window shades, storm doors and windows, floor coverings, screen doors, 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 delivered into the Mortgagee, whether now due or hereafter to become due as provided herein, all or more fully set forth in Paragraph 1 on the reverse side hereof. Notwithstanding anything in this Mortgage to the contrary, no provision hereof shall be deemed or interpreted to grant to mortgagee or any other holder hereof a non-possessory security interest in household goods as defined in Regulation AA of the Federal Reserve Board unless such interest is a purchase money security interest in the collateral as described herein. The Mortgagee is hereby subrogated to the rights of all mortgagees, lienholders and owners (joint 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, unto said Mortgagee forever, for the uses herein set forth, free from all rights and benefits under the Homestead Exemption Laws of the State of Illinois, or other applicable Homestead Exemption Laws, which said rights and benefits said Mortgagor does hereby release and waive.

TO SECURE (1) The payment of a Note on which the Mortgagor to the order of the Mortgagee bearing even date herewith in the principal sum of Two Hundred Ninety-One Thousand and NO/100 Dollars (\$ 291,000.00), which Note, together with interest thereon as therein provided, is payable in monthly installments of

Two Thousand Five Hundred Forty-two and 46/100 Dollars (\$ 2,542.46), commencing the 1st day of June, 1992, which payments are to be applied, first, to interest, and the balance to principal, until said indebtedness is paid in full; (2) The performance of other agreements in said Note, which is hereby incorporated herein and made a part hereof, and which provides, among other things, for an additional monthly payment of one twelfth (1/12) of the estimated annual taxes, assessments, insurance premiums and other charges upon the mortgaged premises; (3) Any future advances as hereinafter provided; and (4) 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:

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, and sewer service charges 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 now or hereafter upon said premises insured against damage by fire, and such other hazards as the Mortgagee may require to be insured against; and (4) provide public liability insurance and such other insurance as the Mortgagee may require, until said indebtedness is fully paid, or in case of foreclosure, final expiration of the period of redemption, for the full insurable value thereof, in such companies and in such form as shall be satisfactory to the Mortgagee, such insurance policies shall remain with the Mortgagee during said period or periods, and contain the usual long form mortgage clause satisfactory to Mortgagee, making them payable to or for the benefit of the Mortgagee and providing that they cannot be cancelled upon less than 30 days notice to Mortgagee; and in case of foreclosure sale payable to the owner of the certificate of sale, owner of any deficiency, any receiver or redemptioner or any grantee in a Sheriff's or judicial deed; and in case of loss under such policies, the Mortgagee is authorized to adjust, collect and compromise, in its discretion, all claims thereunder and to execute and deliver as attorney in fact for and on behalf of the Mortgagor all necessary proofs of loss, receipts, vouchers, releases and acquittances required to be signed by the insurance companies, and the Mortgagor agrees to sign, upon demand, all receipts, vouchers and releases required of him to be signed by the Mortgagee for such purpose; and in the event the Mortgagee fails to endorse any checks or drafts issued in payment of any loss the Mortgagee is designated as Mortgagor's attorney in fact to do so, and the Mortgagee is authorized to apply the proceeds of any insurance claim to the restoration of the property or to the indebtedness hereby secured in its discretion, but monthly payments shall continue until said indebtedness is paid in full; (5) Immediately after destruction or damage, to commence and promptly complete the rebuilding or restoration of buildings and improvements now or hereafter on said premises; (6) To keep said premises in good condition and repair, without waste, and free from any mechanic's or other lien or claim of lien not expressly subordinated to the lien hereof, (7) Not to make, suffer or permit any unlawful use of or any nuisance to exist on said property nor to diminish nor impair its value by any act or omission to act, (8) To comply with all requirements of law with respect to mortgaged premises and the use thereof, (9) Not to make, suffer or permit, without the written permission of the Mortgagee being first had and obtained, (a) any use of the property for any purpose other than that for which it is now used, (b) any alterations, additions, demolition, removal or sale of any improvements, apparatus, appurtenances, fixtures or equipment now or hereafter upon said property, (c) any purchase on conditional sale, lease or agreement under which title is reserved in the vendor for any apparatus, fixtures or equipment which would become part of the real estate to be placed in or upon any buildings or improvements on said property, (9) to complete within a reasonable time any buildings or improvement now or at any time in process of erection upon the said premises; (10) To appear in and defend any proceeding which in the opinion of the Mortgagee affects its security hereunder, and to pay all costs, expenses and attorney's fees incurred or paid by the Mortgagee in any proceeding in which it may be made a party defendant by reason of this Mortgage, (11) Not to sell or transfer the premises, or enter into any agreement to do any of the foregoing which does not provide for immediate payment of all sums secured hereby. "Sell or transfer" means the conveyance of the premises or any right, title or interest therein (including conveyance into a land trust), whether legal or equitable, whether voluntary or involuntary, by outright sale, deed, installment sale contract, land contract, contract for deed, leasehold interest with a term greater than three (3) years, lease option contract, assignment of beneficial interest in a land trust or any other method of conveyance of real or personal property interests, excluding however (i) the creation of a lien or encumbrance subordinate to this Mortgage, (ii) the creation of a purchase money security interest for household appliances; or (iii) transfer by devise, descent, or by operation of law upon death of a joint tenant.

B. That in case of failure to perform any of the covenants herein, Mortgagee may do on Mortgagor's behalf everything so covenanted, that said Mortgagee may also do any act it may deem necessary to protect the lien hereof, that Mortgagor will repay upon demand any moneys paid or disbursed by Mortgagee for any of the above purposes and such moneys together with interest thereon at 10.50 per cent per annum shall become so much additional indebtedness secured by this Mortgage with the same priority as the original indebtedness and may be included in any judgment or decree foreclosing this Mortgage and be paid out of the rents or proceeds of sale of said premises if not otherwise paid, that it shall not be obligatory upon the Mortgagor to inquire into the validity of any lien, encumbrance or claim in advancing moneys as above authorized, but nothing herein contained shall be construed as requiring the Mortgagee to advance any moneys for any purpose nor to do any act hereunder, and the Mortgagee shall not incur any personal liability because of anything it may do or omit to do hereunder.

C. That it is the intent hereof to secure payment of said Note whether the entire amount shall have been advanced to the Mortgagor at the date hereof or a later date.

D. That this mortgage shall also secure additional loans hereafter made by the then holder of the note secured hereby to the then owner of the real estate described herein, provided that no such additional loan shall be made if the making thereof would cause the total principal indebtedness secured hereby to exceed the amount of the original principal indebtedness stated herein. Each such additional loan shall be evidenced by a note or other evidence of indebtedness identifying such additional loan as part of the indebtedness secured hereby, and shall mature not later than the then maturity date of the original indebtedness secured hereby. Nothing herein contained shall imply any obligation on the part of any holder of said note to make any such additional loan.

E. That in the event the ownership of said property or any part thereof becomes vested in a person other than the Mortgagor, the Mortgagee may, without notice to the Mortgagor, deal with such successor or successors in interest with reference to this Mortgage and the debt hereby secured in the same manner as with the Mortgagor, and may forbear to sue or may extend time for payment of the debt, secured hereby, without discharging or in any way affecting the liability of the Mortgagor hereunder or upon the debt hereby secured. Nothing herein contained shall imply any consent to such transfer of ownership.

Cook County

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1. That time is of the essence hereof and that the Mortgagor shall make an assignment of the property to the Mortgagee... Note: obligation of any assignor or transferee of a promisor... the filing of a proceeding in bankruptcy... against the Mortgagee... the Mortgagee shall make an assignment... property... to the Mortgagee... within a reasonable time... and... the Mortgagee is hereby authorized and empowered... to declare... and... apply... and... proceed to foreclose... and... pay a reasonable fee to the Mortgagee...

2. That upon the commencement of any foreclosure proceeding hereunder... the court in which such a proceeding is filed... other actions or after sale... the Mortgagee... shall be authorized and empowered... to declare... and... apply... and... proceed to foreclose... and... pay a reasonable fee to the Mortgagee... 10.50... 10.50... including probate or bankruptcy proceedings...

3. In case the mortgaged property... shall be taken by condemnation... the Mortgagee is hereby empowered to collect and receive all compensation which may be paid for any property taken... and... shall be delivered to the Mortgagee or his assignee.

4. All easements, rents, issues and profits... shall be taken by condemnation... the Mortgagee is hereby empowered to collect and receive all compensation which may be paid for any property taken... and... shall be delivered to the Mortgagee or his assignee.

5. That each right, power and remedy hereon conferred upon the Mortgagee is cumulative of each other... and may be enforced concurrently therewith... that no waiver by the Mortgagee of performance of any covenant hereon contained... shall constitute a waiver of any other of the covenants and agreements hereon made by the Mortgagor...

6. In the event the Mortgagor be a corporation, or corporate trust, such corporation, trust or partnership... shall be deemed to have authorized the Mortgagee to execute... and... on behalf of each and every person, except... the date of this mortgage.

7. A reconveyance of said real estate shall be made by Mortgagee to Mortgagor on full payment of the indebtedness secured hereby... and the payment of the reasonable fees of Mortgagee.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this 9th day of April A.D. 1992

First National Bank of Northbrook, as Trustee under Trust #298 and not personally

ATTEST: *[Signature]* BY: *[Signature]*

STATE OF IL COUNTY OF Cook

personally known to me to be the true person whose name or names is or are subscribed to the foregoing Instrument, appeared before me this day in person and acknowledged that signed, sealed and delivered the said Instrument is free and voluntary... and purposes therein set forth, including the release and waiver of all right under any homestead, exemption and valuation laws GAVEN under by hand and Notarial Seal this day of A.D. 19

Notary Public

11-21-2022

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This mortgage is executed by First National Bank of Northbrook, 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 it is expressly agreed and agreed to by the mortgagee herein and by every person now or hereafter claiming any right or security hereunder that nothing contained herein or in the note secured by this mortgage shall be construed as creating any liability on First National Bank of Northbrook or on any of its predecessors under said trust agreement or liability to pay said note or any interest that may accrue thereon, or any indebtedness secured hereunder or to perform any covenants or other express or implied herein contained, all such liability, if any, being expressly waived and that the liability secured by this mortgage and the security hereby shall be solely against and out of the property hereby conveyed by enforcement of said note and the mortgage and this waiver shall in no way affect the personal liability of any co-signer, endorser or guarantor of said note.

Property of Cook County Clerk's Office

Prepared by:
Mail To:
1st Ill Bldg Northbrook
1300 Meadows Rd.
Northbrook IL 60062

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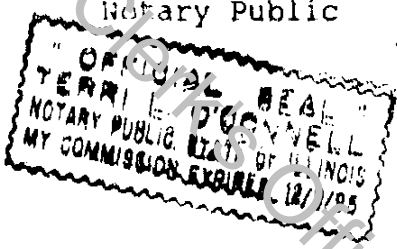
STATE OF ILLINOIS
COUNTY OF COOK

I, Terri L. O'Connell, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY, that Steven R. Flint, Assistant Vice President of FIRST NATIONAL BANK OF NORTHBROOK and Marti K. Marra, Assistant Trust Officer thereof, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as Assistant Vice President and Assistant Trust Officer respectively, appeared before me this day in person and acknowledged that they signed and delivered 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 Assistant Trust Officer did also then and there acknowledge that she as custodian of the corporate seal of said Bank did affix said instrument as her own free and voluntary act of said Bank, as Trustee as aforesaid, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 14th day of April
A.D. 1992.

Terri L. O'Connell

Notary Public



COOK COUNTY Notary Office