

UNOFFICIAL COPY 92336764

The MORTGAGOR(S): The First National Bank of Western Springs, an Illinois corporation, U/T/A dated 9-75 and known as the City of Western Springs, Cook County, Illinois, and State of Illinois, MORTGAGE(S) and WARRANT(S) to Bank of LaGrange Park, a(n) State Banking Association with its principal place of business in LaGrange Park, Illinois, the Mortgagee, the following described real estate situated in the County of Cook in the State of Illinois:

Lot 23 in Block 1 in Peck Terrace, A Subdivision of the North 760.9 feet of the West 1/2 of the Northeast 1/4 of Section 5, Township 38 North, Range 12 East of the Third principal meridian and also that part of Section 32, Township 39 North, Range 12 East of the Third Principal Meridian lying South of the Center line of Ogden Avenue and East of North and South center line of Section 5, Township 38 North, Range 12, East of the Third Principal Meridian extended from the South in Cook County, Illinois

THIS INSTRUMENT PREPARED BY: Jeffery S. Loveland, Bank of LaGrange Park, Oak Ave and Sherwood, LaGrange Park, IL 60525

Permanent Tax No. 18-05-200-010 commonly known as 125 N. Gilbert LaGrange (Street), (City), Illinois, 60525 (Zip Code), ("Premises")

TOGETHER with all buildings, fixtures and improvements now or hereafter erected thereon, the appurtenances thereto, the rents, issues, and profits, and all right, title, and interest of the Mortgagor(s) in and to said real estate.

The Mortgagor(s) hereby release and waive all rights under and by virtue of the Homestead Exemption Laws of the State of Illinois and the United States of America.

This Mortgage secures the performance of obligations pursuant to the Home Equity Line of Credit Agreement and Note dated March 14, 1992, (hereinafter called "Note") between Mortgagor(s) and Mortgagee. A copy of such Agreement may be inspected at the Mortgagee's office. The Mortgage secures not only indebtedness outstanding at the date hereof, if any, but also such future advances as are made pursuant to such Agreement within twenty (20) years from the date hereof, to the same extent as if such future advances were made on the date of execution hereof, although there may be no advances made at the time of execution hereof and although there may be no indebtedness outstanding at the time any advance is made. The total amount of indebtedness secured hereby may increase or decrease from time to time, but the total

amount secured hereby shall not exceed \$ Seventy five Thousand and 00/100 plus interest thereon and any disbursements made for payment of taxes, special assessments or insurance on real estate described herein plus interest on such disbursements.

MORTGAGOR(S) COVENANT AND WARRANT:

92336764

- 1. To pay the indebtedness as hereinbefore provided.
2. To maintain the premises in good condition and repair, not to commit or suffer any waste of the premises; to comply with or cause to be complied with all statutes, ordinances and requirements of any governmental authority relating to the premises; and to promptly repair, restore, replace, or rebuild any part of the premises now or hereafter subject to the lien of this Mortgage which may be damaged or destroyed by any casualty whatsoever; not to remove, demolish, or materially alter any building or other property now or hereafter covered by the lien of this Mortgage without the prior written consent of the Mortgagee.
3. To keep the buildings on the premises and the equipment insured for the benefit of the Mortgagee against loss or damage by fire, lightning, windstorm, hail, explosion, aircraft, vehicles, smoke and other casualties covered by extended fire insurance, all in amounts approved by the Mortgagee not exceeding 100% of the full insurable value and, to the extent required by Mortgagee, against any other risk insured against by persons operating like properties. All insurance herein provided for shall be in the form and companies approved by the Mortgagee. Mortgagor(s) shall deliver to Mortgagee with Mortgage clause satisfactory to Mortgagee all said insurance policies. Mortgagor(s) grant Mortgagee power to settle or compromise all claims under all policies and to demand a receipt for all moneys becoming payable thereunder and to receive any money for loss or damage. Such amount may, at the option of Mortgagee, be retained and applied by the Mortgagee toward the payment of the moneys secured by this Mortgage or be paid over wholly or in part to the Mortgagor(s) for the repair of said buildings or for the erection of new buildings in their place.
4. To pay all taxes, assessments, special assessments, water rates, sewer service charges and other charges now or hereafter assessed or liens on or levied against the premises or any part thereof.
5. Mortgagor(s) have good title to the premises and have the right to Mortgage the same and shall make, execute, acknowledge or deliver in due form of law all such further or other deeds or assurances as may, at any time hereafter, be required for more fully and effectively carrying out the Mortgage to the premises described and shall defend said premises from all and any person, firm or corporation deriving any estate, title or interest therein against said Mortgagor(s) and all persons claiming through the Mortgage(s).
6. To permit the Mortgagee and any persons authorized by the Mortgagee to enter and inspect the premises at all reasonable times.
7. Not to assign the whole or any part of the rents, income or profits arising from the premises without the written consent of the Mortgagee.
8. In the event of default in the performance of any of the Mortgagor(s) covenants or agreements herein, the Mortgagee, at the Mortgagee's option, may perform the same, and the cost thereof with interest at P+2 1/2 % per annum shall immediately be due from Mortgagor(s) to Mortgagee and included as part of the indebtedness secured by this Mortgage.
9. The whole of the principal sum and interest thereon shall be due at the option of the Mortgagee upon the happening of any one of the following events: (a) if Mortgagor(s) fail to comply with any repayment term or condition of the Home Equity Line of Credit Agreement; (b) if Mortgagor(s) have engaged in fraud or material misrepresentation in connection with said Agreement; (c) if Mortgagor(s) have engaged in any action or have failed to act in a way which adversely affects the Mortgagee's security or any right of the Mortgagee in such security including, but not limited to, (i) default in the observance or performance of any of the covenants or agreements of the Mortgage hereunder, which default is not corrected by Mortgagor(s) within ten (10) days after receipt of notice of said default (ii) the assertion of any liens, mechanics' or otherwise, against the premises (iii) the assignment by Mortgagor(s) for the benefit of creditors (iv) the appointment of a receiver, liquidator or trustee of the premises and the adjudication of the Mortgagor(s) to be bankrupt or insolvent or the failure to make payments under a reaffirmation plan and (v) the sale or transfer of the Mortgagor's interest in real estate which is security for this indebtedness; and the whole sum may forthwith be collected by suit at law, foreclosure of, or other proceedings upon this Mortgage or by any other legal or equitable procedure without notice or declaration of such action.
10. Upon or at any time after filing a suit to foreclose this Mortgage, the court in which such suit is filed may appoint any qualified person, corporation or banking association (including Mortgagee itself) named by Mortgagee, a receiver of the premises; such appointment may be made either before or after the sale, without notice and without requiring a bond (notice and bond being hereby waived). Such receiver shall have the power to collect rents, issues and profits of said premises during the pendency of such foreclosure suit, and in the case of a suit and deficiency, during the full statutory redemption, if any, as well as during any further times, when the Mortgagor(s), except for the intervention of such receiver, would be entitled to collect such rents, issues and profits and all other powers which may be necessary or usual in such cases for the protection, possession, control and operation of the premises during the whole of said period; and the receiver out of such rents, issues and profits, may pay costs incurred in the management and operation of the premises, prior and coordinate liens, if any, taxes, assessments, and insurance and pay all or any part of the indebtedness secured hereby or any deficiency decree.
11. In any suit to foreclose the lien of this Mortgage there shall be allowed and included as additional indebtedness in the decree for sale all expenditures and expenses which may be paid or incurred on behalf of the Mortgagee, including but without limitation thereto, attorneys' fees, appraisers' fees, surveys, title searches and similar data.
12. To pay all costs incurred, including reasonable attorneys' fees, to perfect and maintain the lien on this Mortgage.

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- 13. The rights and remedies of the Mortgagee are cumulative, may be exercised as often and when ever the occasion thereof arises; the failure of the Mortgagee to exercise such rights or remedies or any of them now or hereafter shall not be deemed a waiver thereof; and shall inure to the benefit of its successors and assigns.
- 14. The party or parties named above as Mortgagor and their respective heirs, personal representatives, successors and assigns are jointly and severally liable to perform the covenants herein, and the term "Mortgagor(s)" shall include all parties executing this Mortgage, their respective heirs, personal representatives, and assigns.
- 15. To keep the Property free of Hazardous Materials. For purposes of this Mortgage "Hazardous Materials" includes, without limitation, any flammable explosives, radioactive materials, hazardous materials, hazardous wastes, hazardous or toxic substances or related materials defined in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended (42 U.S.C. §9601, et seq., (the Hazardous Materials Transportation Act), as amended (49 U.S.C. §1801, et seq.), the Resource Conservation and Recovery Act, as amended (42 U.S.C. §9601 et seq.), and in the regulations adopted, and publications promulgated pursuant thereto, or any other federal, state or local governmental law, ordinance, rule, or regulation.

(Individuals sign here)

IN WITNESS WHEREOF, Mortgagor(s) have set their hands and seals this 14th day of March, 1992

(SEAL) _____ (SEAL)

(SEAL) _____ (SEAL)

STATE OF _____)
) SS.
COUNTY OF _____)

I, _____,
a Notary Public in and for the County and State aforesaid do hereby certify that _____ 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 acknowledged that they signed, sealed and delivered the said instrument as their free and voluntary act for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

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

My Commission Expires:

Notary Public
DEPT-01 RECORDING 123.00
T#1010 TRAN 2164 05/15/92 11:20:00
#7600 ÷ 15 *-92-335764
COOK COUNTY RECORDER

(Trustee's Sign Here)

THIS MORTGAGE is executed by the Western Springs National Bank and Trust and Trust 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 _____ 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 _____ 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, all such liability, if any, being expressly waived by Trustee 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 _____ 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, Western Springs National Bank and Trust and Trust, as Trustee as aforesaid, has caused these presents to be signed by its Asst. Trust Officer in its corporate seal to be hereunto annexed and attested by its AVP the day and year first above written.

Trustee, as aforesaid, and not personally,
shall be responsible for the accuracy of the foregoing, Illinois, by reason of any of the covenants, conditions, representations or warranties contained in the instrument.
By: [Signature] Asst. Trust Officer
Attest: [Signature] AVP

State of Illinois
County of Cook

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that the persons whose names are subscribed to this instrument are personally known to me to be duly AUTHORIZED OFFICERS OF THE WESTERN SPRINGS NATIONAL BANK AND TRUST and that they appeared before me this day in person and severally acknowledged that they signed and delivered this instrument in writing as duly authorized officers of said corporation and caused the corporate seal 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 of said corporation for the uses and purposes therein set forth.

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

Commission expires 19 _____
[Signature]
Notary Public

OFFICIAL SEAL
CAROLE M. BULL
NOTARY PUBLIC STATE OF ILLINOIS
MY COMMISSION EXP. DEC. 15, 1993

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Bank of La Grange Park
Oak Ave + Sherman
La Grange Park, IL 60138

Notary Public

My Commission expires: _____
MAIL TO: _____

Given under my hand and Notarial Seal this _____ day of _____, 19____

I, _____, a Notary Public in and for said County, in the state aforesaid, DO HEREBY CERTIFY, that _____ of the _____ of said Bank, who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such _____, and _____, 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 _____ then and there acknowledged that said instrument as said _____, as custodian of the corporate seal of said Bank, did affix the corporate seal of said Bank, to said instrument as aforesaid, for the uses and purposes therein set forth.

STATE OF ILLINOIS }
COUNTY OF COOK }
ss. _____

Property of Cook County Clerk's Office

I, _____, a Notary Public in and for the County and State aforesaid do hereby certify that _____ 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 acknowledged that they signed, sealed and delivered the said instrument as their free and voluntary act for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

STATE OF _____)
COUNTY OF _____) ss. _____

(SEAL)

(SEAL)

- IN WITNESS WHEREOF, Mortgagor(s) have set their hands and seals this 14th day of March, 1992
- 13. The rights and remedies of the Mortgagee are cumulative; may be exercised as often and whenever the occasion thereof arises; the failure of the Mortgagee to exercise such rights or remedies or any of them howsoever often shall not be deemed a waiver thereof; and shall inure to the benefit of its successors and assigns.
 - 14. The party or parties named above as Mortgagor and their respective heirs, personal representatives, successors and assigns are jointly and severally liable to perform the covenants herein, and the term "Mortgagor(s)" shall include all parties executing this Mortgage, their respective heirs, personal representatives, and assigns.
 - 15. To keep the Property free of Hazardous Materials. For purposes of this Mortgage "Hazardous Materials" includes, without limitation, any flammable explosives, radioactive materials, hazardous materials, hazardous wastes, hazardous or toxic substances or related materials defined in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended (42 U.S.C. §9601, et seq.), (the Hazardous Materials Transportation Act), as amended (49 U.S.C. §1801, et seq.), the Resource Conservation and Recovery Act, as amended (42 U.S.C. §9601 et seq.), and in the regulations adopted, and publications promulgated pursuant thereto, or any other federal, state or local governmental law, ordinance, rule, or regulation.
- (Individuals sign here)

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To pay all costs incurred, including reasonable attorneys' fees, to perfect and maintain the lien on this Mortgage.

12. To pay all costs incurred, including reasonable attorneys' fees, to perfect and maintain the lien on this Mortgage.
11. In any suit to foreclose the lien of this Mortgage there shall be allowed and included as additional indebtedness in the decree for sale fees, appraisers' fees, surveys, and expenses which shall be paid out of the proceeds of the sale, including without limitation attorneys' fees, appraisers' fees, surveys, and expenses which shall be paid out of the proceeds of the sale.
10. Upon or at any time after filing a suit to foreclose this Mortgage, the court in which such suit is filed may appoint any qualified person, corporation or banking association (including Mortgage itself) named by Mortgage, a receiver of the premises; such appointment may be made either before or after the sale, without notice and without requiring a bond (notice and bond being hereby waived). Such receiver shall have the power to collect rents, issues and profits of said premises during the pendency of such foreclosure suit, and in the case of a suit and deficiency, during the full statutory redemption period, if any, as well as during any further time, when the Mortgagee, except for the intervention of such receiver, would be entitled to collect such rents, issues and profits and all other powers which may be necessary or usual in such cases for the protection, possession, control and operation of the premises during the whole of said period; and the receiver, out of such rents, issues and profits, may deduct costs incurred in the management and operation of the premises, prior and coordinate items, if any, taxes, assessments, and insurance and pay all or any part of the indebtedness secured hereby or any deficiency decree.
9. The whole of the principal sum and interest thereon shall be due at the option of the Mortgagee upon the happening of any one of the following events: (a) if Mortgagee fails to comply with any repayment term or condition of the Home Equity Line of Credit Agreement; (b) if Mortgagee(s) have engaged in fraud or material misrepresentation in connection with said Agreement; (c) if Mortgagee(s) have engaged in any action or have failed to act in a way which adversely affects the Mortgagee's security or any right of the Mortgagee in such security including, but not limited to, (i) default in the observance or performance of any of the covenants or agreements of the Mortgage hereunder, which default is not corrected by Mortgagee(s) within ten (10) days after receipt of notice of said default; (ii) the assignment of any liens, mechanics' lien or otherwise, against the premises (iii) the assignment by Mortgagee(s) for the benefit of creditors (iv) the appointment of a receiver, liquidator or trustee of the premises and the adjudication of the Mortgagee(s) to be bankrupt or insolvent or the failure to make payments under a reaffirmation plan and (v) the sale or transfer of the Mortgagee's interest in real estate which is security for this indebtedness; and the whole sum may forthwith be collected by suit at law, foreclosure of, or other proceedings upon this Mortgage or by any other legal or equitable procedure without notice or declaration of such action.
8. In the event of default in the performance of any of the Mortgagee(s) covenants or agreements herein, the Mortgagee, at the Mortgagee's option, may perform the same, and the cost thereof with interest at 12% per annum shall immediately be due from Mortgagee(s).
7. Not to assign the whole or any part of the rents, income or profits arising from the premises without the written consent of the Mortgagee.
6. To permit the Mortgagee and any persons authorized by the Mortgagee to enter and inspect the premises at all reasonable times.
5. Mortgagee(s) have good title to the premises and have the right to Mortgage the same and shall make, execute, acknowledge or deliver in due form of law all such further or other deeds or assurances as may, at any time hereafter, be required for more fully and effectively carrying out the Mortgage to the premises described and shall defend said premises from all and any person, firm or corporation deriving any estate, title or interest therein against said Mortgagee(s) and all persons claiming through the Mortgagee(s).
4. To pay all taxes, assessments, special assessments, water rates, sewer service charges and other charges now or hereafter assessed or liens on or levied against the premises or any part thereof.
3. To keep the buildings on the premises and the equipment and other casualties covered by extended fire insurance, all in amounts approved by the Mortgagee, hail, explosion, aircraft, vehicles, smoke and other casualties covered by extended fire insurance, against any other risk insured against by persons operating the premises. All insurance herein provided shall be in the form and companies approved by the Mortgagee. Mortgagee(s) shall deliver to Mortgagee with Mortgage clause satisfactory to Mortgagee all said insurance policies. Mortgagee(s) grant Mortgagee power to settle or compromise all claims under all policies and to demand a receipt for all moneys becoming payable thereunder and to receive any money for loss or damage. Such amount may, at the option of Mortgagee, be retained and applied by the Mortgagee toward the payment of the moneys secured by this Mortgage or be paid over, wholly or in part to the Mortgagee(s) for the repair of said buildings or for the erection of new buildings in their place.
2. To maintain the premises in good condition and repair, not to commit or suffer any waste of the premises; to comply with or cause to be complied with all statutes, ordinances and requirements of any governmental authority relating to the premises; and to promptly repair, restore, replace, or rebuild any part of the premises now or hereafter subject to the lien of this Mortgage which may be damaged or destroyed by any casualty whatsoever; not to remove, demolish, or materially alter any building or other property now or hereafter covered by the lien of this Mortgage without the prior written consent of the Mortgagee.
1. To pay the indebtedness as hereinafter provided.

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MORTGAGEE(S) COVENANT AND WARRANT:

amount secured hereby shall not exceed \$ Seventy Five Thousand and 00/100 plus interest thereon and any disbursements made for payment of taxes, special assessments or insurance on real estate described herein plus interest on such disbursements.

This Mortgage secures the performance of obligations pursuant to the Home Equity Line of Credit Agreement and Note dated March 14, 1992, (hereinafter called "Note") between Mortgagee(s) and Mortgagee. A copy of such Agreement may be inspected at the Mortgagee's office. The Mortgagee secures not only a debt but also such future advances as are made pursuant to such Agreement within twenty (20) years from the date hereof, to the same extent as if such future advances were made on the date of execution hereof, although there may be no advance made at the time of execution hereof and although there may be no indebtedness outstanding at the time any advance is made. The total amount of indebtedness secured hereby may increase or decrease from time to time, but the total amount secured hereby shall not exceed \$ Seventy Five Thousand and 00/100 plus interest thereon and any disbursements made for payment of taxes, special assessments or insurance on real estate described herein plus interest on such disbursements.

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Permanent Tax No. 18-05-200-010 commonly known as 125 N. Gilbert LaGrange (Street), 60525 (City), Illinois, 60525 (Zip Code),

Lot 23 in Block 1 in Beck Terrace, A Subdivision of the North 760.9 feet of the West 1/2 of the Northeast 1/4 of Section 5, Township 38 North, Range 12 East of the Third principal meridian and also that part of Section 32, Township 39 North, Range 12 East of the Third principal meridian lying South of the Center line of Ogden Avenue and East of North and South center line of Section 5, Township 38 North, Range 12, East of the Third principal meridian extended from the South in Cook County, Illinois

Jeffery S. Loveland
Bank of LaGrange Park
Oak Ave and Sherwood
LaGrange Park, IL 60525

THIS INSTRUMENT PREPARED BY:

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MORTGAGEE(S) and WARRANT(S) to Bank of LaGrange Park, (an) State Banking Association, Illinois, the Mortgagee, the following described real estate situated in the County of Cook in the State of Illinois: