

THIS INSTRUMENT, made May 17, 1973, between ALBANY BANK & TRUST COMPANY, N.A., an association organized under the laws of the United States of America, not personally but as Trustee under the provisions of a Deed of Trust duly recorded and delivered to said Bank in pursuance of a Trust Agreement dated April 11, 1973, and known as Trust Number 17-73111, hereinafter referred to as "Mortgage", and ALBANY BANK & TRUST COMPANY, N.A., hereinafter referred to as "Mortgagee" witnesseth THAT, WHEREAS Mortgagee has now correctly Escrowed and executed an installment note bearing even date herewith in the Principal Sum of

Five Thousand Four Hundred and no/100 DOLLARS made payable to ALBANY BANK & TRUST COMPANY, N.A., and delivered in and by which said Note the Mortgagee procured copy out of that portion of the trust estate, subject to said Trust Agreement and hereinafter especially described, the principal sum and interest from the date of said installment and the balance of principal remaining from time to time unpaid at the rate of \_\_\_\_\_ percent per annum installments as follows: Five Thousand Four Hundred Forty and no/100

Dollars on the 1st day of AUGUST, 1973, and Four Thousand Three Hundred Forty \_\_\_\_\_

Dollars on the 1st day of each month thereafter until said note is fully paid except that the final payment of principal and interest, if not so expaid, shall be due on the 1st

day of \_\_\_\_\_ 1973

The interest rate which is adjusted by Albany Bank & Trust Company on the 1st day of \_\_\_\_\_ every \_\_\_\_\_ day of \_\_\_\_\_ thereafter until maturity

The interest rate shall be \_\_\_\_\_ as the \_\_\_\_\_ day of \_\_\_\_\_ and shall be fixed thereafter until maturity.

The payment due for principal and interest shall also be adjusted to reflect any change in the interest rate based on the amortization term. All such payment (in payment of the indebtedness evidenced by note to be first applied to interest on the unpaid principal balance and the remainder to principal, provided that the principal of each installment unless paid when due shall bear interest after maturity at the rate of Albany Prime Rate plus 1% per annum, and all of said principal and interest being made payable at Albany Bank & Trust Company, N.A. in Chicago, Illinois as the Mortgagee may, from time to time, by writing require.

This loan is payable in full at the end of \_\_\_\_\_ years. At maturity or if Mortgagee demands payment, you must repay the entire principal balance of the loan and unpaid interest then due. The Mortgagee is under no obligation to refinance the loan at that time. You will therefore be required to make payment out of other assets you may own, or you will have to find a lender willing to lend you the money at prevailing market rates, which may be considerably higher than the interest rate on this loan. A late charge in the amount of \_\_\_\_\_ of this monthly payment due hereunder will be assessed for any payment made more than 15 days after the due date.

NOW, THEREFORE, Mortgagee, to secure the payment of the said principal balance of the said principal sum of money and interest in accordance with the terms, provisions and conditions of this Mortgage, and also in consideration of the sum of One Dollar in hand paid, the receipt whereof is hereby acknowledged, does by these presents grant, convey, release, alien and convey unto the Mortgagee, its successors and assigns, the following described Real Estate situate, lying and being in the COUNTY OF \_\_\_\_\_ and STATE OF ILLINOIS, to wit

Lot 1 and 2 of the 1st Block, Albany, Illinois, and the 1st Addition of Block 2 and 3 of said Albany, Illinois, subject to the Trust Agreement of May 17, 1973, Township 10 North, Range 15 East of the Third Principal Meridian, in Cook County, Illinois.

Witness my hand and seal this \_\_\_\_\_ day of \_\_\_\_\_ 1973.

ALBANY BANK & TRUST COMPANY

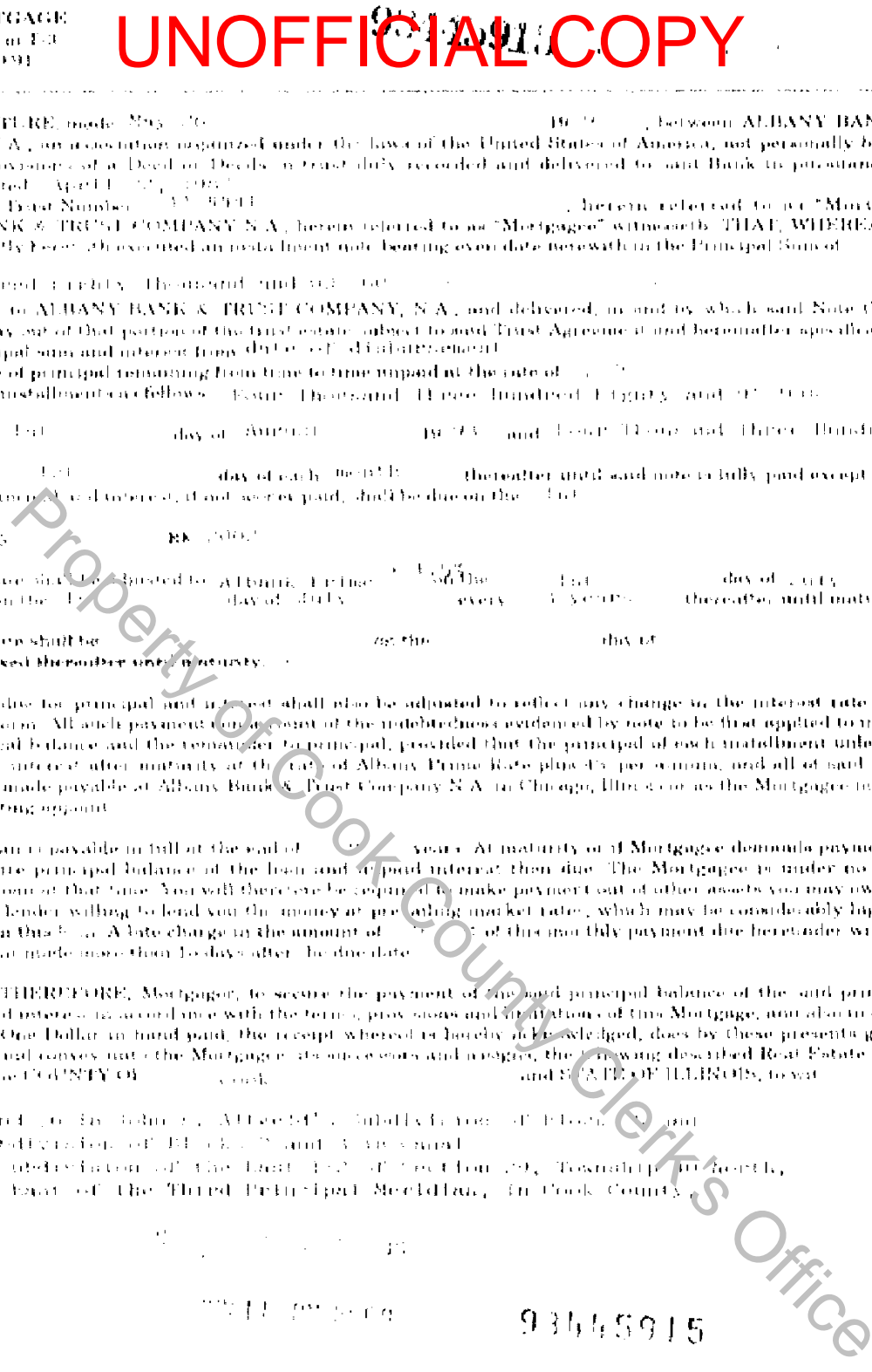
93665915

Commonly Known As \_\_\_\_\_ and \_\_\_\_\_, Chicago, Illinois

PIN # \_\_\_\_\_

which with the property hereinafter described, is referred to as the "premises". TOGETHER with all improvements, ornaments, accessories, fixtures, and appurtenances thereto belonging, and all rents, issues and profits thereof for so long and during all such times as Mortgagee, its successors or assigns may be entitled thereto which are pledged primarily and on a parity with said real estate and not secondarily, and all apparatus, equipment or articles now or hereafter thereon used to supply heat, gas, air conditioning, water, light power, refrigeration (whether single units or centrally controlled), and ventilation, including (without restricting the foregoing), screens, window shades, storm doors and windows, floor coverings, major beds, awnings, stoves and water heaters. All of the foregoing are declared to be a part of said real estate whether physically attached thereto or not, and it is agreed that all similar apparatus, equipment or articles hereafter placed in the premises by mortgagee or its successors or assigns shall be considered as constituting part of the real estate.

TO HAVE AND TO HOLD the premises unto the said Mortgagee, its successors and assigns, forever, for the purposes, and upon the uses and trusts herein set forth



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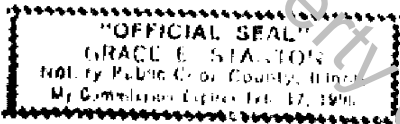
ALBANY BANK & TRUST COMPANY N.A., as Trustee, do hereby and not personally

BY *[Signature]* Trust Officer  
ATTEST *[Signature]* Vice President

State of Illinois )  
County of Cook )

I, the undersigned, a Notary Public in and for said County and State aforesaid DO HEREBY CERTIFY that the above named Trust Officer and Vice President of Albany Bank & Trust Company N.A. who are 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 and delivered the said instrument as their own free and voluntary act and as the free and voluntary act of said Bank as Trustee aforesaid for the uses and purposes therein set forth, and the said Vice President thereof also acknowledged that as custodian of the corporate seal of said Bank, did affix the 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 aforesaid, for the uses and purposes herein set forth.

Given under my hand and notarial seal this 11th day of 1900



*[Signature]*  
Notary Public

D Name Albany Bank & Trust Company N.A. FOR RECORDS INDEX PURPOSES  
Y INSERT STREET ADDRESS OF ABOVE  
L Street 3400 W. Lawrence Avenue DESCRIBED PROPERTY HERE  
I  
V City Chicago, ILLINOIS, U.S.A.  
R  
Y OR BOX 36

This Document Prepared By

Gary A. Worcester, Senior Vice President  
Albany Bank & Trust Company N.A.  
3400 W. Lawrence Avenue  
Chicago, IL 60625

Property of Cook County Clerk's Office

92415915

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5. Except so much as is added to or subtracted from the principal amount of the Note, the principal amount of the Note, with interest thereon at the rate of Albany prime plus five (5%), when paid or incurred by Mortgagee in connection with (a) any proceeding, including probate and bankruptcy proceedings, in which either of them shall be a party, either as plaintiff, claimant or defendant by reason of this Mortgage or any indebtedness hereby secured, or (b) the preparations for the commencement of any suit for the enforcement hereof or for or against such right to foreclose *whether or not actually commenced, or the preparations for the defense of any threatened suit or proceeding which might affect the premises or the security hereof, whether or not actually commenced.*

6. The proceeds of any foreclosure sale of the premises shall be distributed and applied in the following order of priority. First, an amount of all costs and expenses incurred in the foreclosure proceedings, including all such items as are mentioned in the preceding paragraph hereof; second, all other items which under the terms hereof constitute secured indebtedness additional to that evidenced by the note, with interest thereon as herein provided; third, all principal and interest remaining unpaid on the note; fourth, any surplus to Mortgagee, its legal representatives or assigns, in their right, *in any event.*

7. Upon or at any time after the filing of a bill to foreclose this Mortgage, the court in which such bill is filed shall appoint a receiver of said premises chosen by the Mortgagee. Such appointment may be made either before or after sale, without notice, without regard to the solvency or insolvency at the time of application for such receiver, of the person or persons at any time liable for the payment of the indebtedness secured hereby, and without regard to the then value of the premises or whether the same shall be thereby occupied as a homestead or not and the Mortgagee hereunder may be appointed such receiver. Such receiver shall have power to collect the rents, issues and profits of said premises during the pendency of such foreclosure suit and during the full statutory period of redemption, whether there be redemption or not, as well as of any and further issues when Mortgagee, its executors or assigns, except for the intervention of such receiver, would be entitled to collect, *such rent, issue and profits, and all other powers which may be necessary or are necessary in such case.* In the protection, possession, control, management and operation of the premises during the whole of said period, *the court from time to time may authorize the receiver to apply the net income in his hands in payment in whole or in part of the indebtedness secured hereby, or by any decree foreclosing this Mortgage, or any tax, special assessment or other lien which may be or become superior to the lien hereof or of such decree, provided such application is not prejudicial to the rights of the defendant in case of a sale and deficiency.*

8. Mortgagee shall have the right to inspect the premises at all reasonable times and access thereto shall be permitted for that purpose. Mortgagee has no duty to examine the title, location, existence, or condition of the premises, nor shall Mortgagee be obligated to record this Mortgage or to exercise any power herein given unless expressly obligated by the terms hereof, nor be liable for any act or omission hereunder, except in case of the own gross negligence or misconduct or that of the agent or employee of Mortgagee, and it may require information satisfactory to it before exercising any power herein given.

9. For prepayment privilege, see Note hereby secured.

10. In addition to payments to principal and interest as hereinbefore provided, the Mortgagee shall pay each month to the holder or holders of said Note, 1/10th of the annual general real estate taxes assessed or to be assessed against and payable on the premises.

11. The Mortgagee are prohibited from selling, conveying, assigning, the beneficial interest in and to, entering into Artificial Agreement for the sale of, leasing, renting, or in any manner transferring title to the premises which are subject to the Mortgage securing the Note without the prior written consent of the Bank. Failure to obtain prior written consent shall constitute a default hereunder entitling the Bank to declare the whole of the debt immediately due and payable.

12. The Mortgagee, at its sole option, reserves the right to extend, modify or renew the Note secured hereby at any time *in its time to time.* This Mortgage shall secure any and all renewals or extensions of the whole or any part of the indebtedness hereby secured however evidenced, with interest at such lawful rate as may be agreed upon *and any such renewal or extension or any change in the basis or rate of interest shall not impair in any manner the validity of or priority of this Mortgage nor release the Mortgagee from personal liability for any indebtedness hereby secured.* In the event of any extension, modification or renewal or extension agreement, shall in the necessary and need not be filed.

13. Mortgagee agrees that until said Note and any extension or renewal thereof and all other indebtedness of Mortgagee to the Mortgagee, hereafter or hereafter incurred, and without regard to the nature thereof, shall have been paid in full, Mortgagee will not, with or without the prior written consent of the Mortgagee create or permit any lien or other encumbrance other than presently existing liens and liens securing the payment of loans and advances made to them by the Mortgagee to encumber said real estate.

14. The real estate described herein shall secure the obligations and shall also secure any other liabilities, direct or indirect, absolute or contingent, due or to become due, now existing or hereafter arising, of Mortgagee to Mortgagee or its executors and assigns, provided however that no amount shall this Mortgage secure indebtedness of the Mortgagee to the Mortgagee in an amount exceeding \$ 5,000,000.

15. Mortgagee hereby waives any and all rights of redemption under any order or judgment of foreclosure pursuant to rights herein granted on behalf of the Mortgagee, the Trust Estate, and all persons beneficially interested therein and each and every person acquiring any interest in, or title to, the premises described herein subsequent to the date of this mortgage, and on behalf of all other persons to the extent permitted by the provisions of Chapter 100, Section 18-160(b), DE. Rev. Code. *Chapter 200, Section 214, 10/1/88. This is Compiled Statute.*

THIS MORTGAGE is executed by Albany Bank & Trust Company N.A., 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 Albany Bank & Trust Company N.A. hereby warrants that it possesses full power and authority to execute this instrument, and it is expressly understood and agreed that nothing hereby or in and none contained shall be construed as creating any liability on said Mortgagee or on said Albany Bank & Trust Company N.A. personally to pay the said note in any interest that may accrue thereon, or any indebtedness occurring hereunder, or to perform any covenant either express or implied, herein contained, including but not limited to all environmental representations, all such liability, if any, being expressly waived by Mortgagee and by every person now or hereafter claiming any right or security hereunder, and that so far as the Mortgagee and its successors and said Albany Bank & Trust Company N.A. personally are concerned, the Mortgagee, shall look solely to the premises hereby conveyed for the payment thereof, by the enforcement hereof 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, Albany Bank & Trust Company N.A., not personally but as Trustee as aforesaid, has caused this instrument to be signed by its Trust Officer, and its corporate seal to be hereunto affixed and attested by its Vice President, the day and year first above written.

9-22-2015

