

UNOFFICIAL COPY
MORTGAGE

CONV. ILL.
OR IND.

51350783

THIS INDENTURE WITNESSETH THAT THE MORTGAGOR First National Bank of Illinois
as Trustee under Tr. Agree dtd 9/11/84 AKA Tr. No. 3510 of the
village of Lansing in the County of Cook and State of Illinois

MORTGAGE AND WARRANT 5 to

FIRST NATIONAL BANK OF ILLINOIS, LANSING, ILLINOIS

a National Banking Association organized and existing under the laws of the United States of America, County of Cook and
State of Illinois to secure the payment of A certain promissory note executed by

it, its beneficiaries bearing even date herewith, payable to the
order of the FIRST NATIONAL BANK OF ILLINOIS, LANSING, ILLINOIS, in the Principal sum of One Hundred
Fifteen Thousand Five Hundred and NO/100 (115,500.00)

Dollars and interest on the balance of principal remaining from time to time unpaid at the rate 8.50 per cent
per annum in installments as follows: One Thousand One Hundred Thirty Seven and 38/100
(1,137.38) Dollars on the 1st

day of July, 1993, and One Thousand One Hundred Thirty Seven and 38/100
(1,137.38) Dollars on the 1st day of each month thereafter until this note is fully paid except that

the final payment of principal and interest, if not sooner paid shall be due on the 1st day of June

²⁰⁰⁸
~~19~~ All such payments on account of the indebtedness evidenced by this note shall be first applied to interest on the
unpaid principal balance and the remainder to principal, the following described real estate to wit:

Units 1-B, 1-D and 2-A together with its undivided percentage interest in the common elements
in Oakview Office Condominium as delineated and defined in the Declaration filed as
Document Number LR3190199, in the West 1/2 of the Southwest 1/4 of Section 31, Township
36 North, Range 15, East of the Third Principal Meridian, in Cook County, Illinois
F.I.N. 30-31-300-027-1001 (1-B) 30-31-300-027-1004 (1-D) 30-31-300-027-1005 (2-A)

The Mortgagor hereby waives any and all right of redemption from sale under
any order or decree of foreclosure of this mortgage, on its own behalf and
on behalf of each and every person, except decree or judgement creditors of
the Mortgagor acquiring any interest in or title to the premises subsequent
to the date of this mortgage.

18221 Torrence Avenue
Lansing, Illinois

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COOK COUNTY RECORDER

situated in the County of Cook in the State of Illinois, hereby releasing and waiving all rights under and by
virtue of the Homestead Exemption Laws of the State of Illinois, and all right to retain possession of said premises after
any default in payment or breach of any of the covenants or agreements herein contained.

AND IT IS EXPRESSLY PROVIDED AND AGREED, that if default be made in the payment of the said promissory
note, or of any part thereof, or the interest thereon, or any part thereof, at the time and in the manner above specified
for the payment thereof or in case of waste or non-payment of taxes or assessments on said premises, or of a breach of any
of the covenants or agreements herein contained, then and in such case the whole of said principal sum and interest,

secured by the said promissory note in this mortgage mentioned, shall thereupon, at the option of said mortgagee,

its heirs, executors, administrators, attorneys or assigns, become immediately due and payable. And this
mortgage may be immediately foreclosed to pay the same by said mortgagee its heirs, executors,

administrators, attorneys, or assigns. And it shall be lawful for the said mortgagee its heirs, executors,
administrators, attorneys or assigns, to enter into and upon the premises hereby granted, or any part thereof, and to receive and collect
all rents, issues and profits thereof. The mortgagee may collect a "Late Charge" not to exceed four cents (4¢) for each dollar (\$1.00)
for each payment more than fifteen (15) days in arrears, to cover the extra expense involved in handling delinquent payments.

Prepared by: First National Bank of Illinois
3256 Ridge Rd.
Lansing, Ill 60439

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AS DETERMINED by the Mortgage from time to time, and in order to provide for the payment of taxes, assessments and insurance premiums required to be paid hereunder by Mortgagors, Mortgagors shall deposit with the holders of the Note, or such other person, firm or corporation as the holders of the Note may designate, on each monthly payment date an amount equal to 1.12% of the annual taxes and assessments levied against the premises and 1.12% of the annual premium on all such insurance as determined by the amount of the last available bills. The monies thus deposited in such tax and insurance reserves are to be held with all interest and are to be applied to the payment of such taxes and assessments as the same become due or for renewing insurance policies when the same expire or for payment of premiums thereon, and in the event any deficit shall exist in the amount of such deposits, Mortgagors agree to deposit any amount necessary to make up the deficiency. Nothing in this paragraph contained, however, shall relieve Mortgagors from the performance of any other covenants and agreements relative to the payment of taxes, assessments and insurance premiums. In case of default in payment of any monthly installment or in the performance of any of the covenants and agreements of Mortgagors herein contained, the holders of the Note may apply any and all sums then on deposit on account of the indebtedness secured hereby.

IT IS FURTHER UNDERSTOOD AND AGREED THAT: Mortgagors shall (1) promptly repair, restore or rebuild any buildings or improvements now or hereafter on the premises which may become damaged or destroyed, (2) keep said premises in good condition and repair, without waste, and free from mechanic's or other liens or claims for lien not expressly subordinated to the lien hereof, (3) pay when due any indebtedness which may be secured by a lien or charge on the premises superior to the lien hereof, and upon request exhibit satisfactory evidence of the discharge of such prior lien to Mortgagor or to holders of the note, (4) complete within a reasonable time any building or buildings now or at any time in process of erection upon said premises; (5) comply with all requirements of law or municipal ordinances with respect to the premises and the use thereof, and (6) without prior written consent of the holder or holders of the Note being first had and obtained, not make, permit, cause, or contract or agree to, the sale, assignment, transfer or lease of said premises, or any portion thereof or interest therein, and not make any material alteration in said premises, except as required by law or municipal ordinance.

The Holders of the Note may elect to accelerate as provided in the Note for breach of this covenant, and no delay in such election after actual or constructive notice of such breach shall be construed as a waiver of or acquiescence in any such conveyance or encumbrance.

UPON THE FILING OF ANY BILL to foreclose this mortgage in any Court having jurisdiction thereof, such Court may appoint any proper person receiver, with power to collect the rents, issues and profits arising out of said premises during the pendency of such foreclosure suit, and until the time to redeem the same from any sale that may be made under any decree foreclosing this mortgage shall expire; and such rents, issues and profits when collected may be applied toward the payment of the indebtedness and costs herein mentioned and described. And upon the foreclosure and sale of said premises, there shall be first paid out of the proceeds of such sale all expenses of advertisement, selling and conveying said premises, and reasonable attorneys' or solicitors' fees, to be included in the decree, and all monies advanced for taxes, assessments and other liens, then there shall be paid the principal of said note whether due and payable on the terms thereof or not, and the interest thereon.

DATED, this 11th day of June, A.D. 19 93.

First National Bank of Illinois, (SEAL)
Trustee under Tr. Agree dtd 9/11/84
AKA Tr. No. 3510 (SEAL)

STATE of _____ ss. SEE SIGNATURE SHEET ATTACHED HERETO (SEAL)
COUNTY of _____ AND INCORPORATED BY REFERENCE HEREIN (SEAL)

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

personally known to me to be the same person whose name _____ subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he signed, sealed and delivered the said instrument as _____ 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 _____ A.D. 19 _____

Notary Public

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Real Estate Mortgage

TO
THE FIRST NATIONAL BANK
OF ILLINOIS
LANSING, ILLINOIS

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THIS MORTGAGE is executed by the FIRST NATIONAL BANK OF ILLINOIS, LANSING, ILLINOIS 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 First National Bank of Illinois, 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 First National Bank of Illinois 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 Mortgagee 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 First National Bank of Illinois 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, First National Bank of Illinois, not personally but as Trustee aforesaid, has caused these presents to be signed by its Vice President & Trust Officer or one of its Trust Officer and its corporate seal to be hereunto affixed and attested by its Trust Officer, this 11th day of June, 1993.

FIRST NATIONAL BANK OF ILLINOIS, Lansing, Illinois, not personally but as Trustee under the provisions of a Trust Agreement dated 9/11/84 and KNOWN AS Trust No. 3510.

ATTEST:

BY: Barry C. Bergstrom
Barry C. Bergstrom, Vice President & Trust Officer

Carol J. Brandt
Carol J. Brandt, Trust Officer

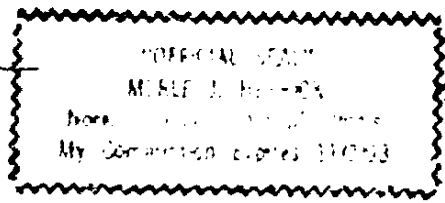
State of Illinois)
) SS
County of Cook)

I, Merle J. Herrick, A Notary Public in and for said County and in the State aforesaid, DO HEREBY CERTIFY, that Barry C. Bergstrom, of the FIRST NATIONAL BANK OF ILLINOIS, a National Banking Association, and Carol J. Brandt, of said FIRST NATIONAL BANKING ASSOCIATION, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Vice President & Trust Officer and Trust Officer, respectfully, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary acts, and as the free and voluntary act of said National Banking Association, as Trustee, for the uses and purposes therein set forth; and the said Trust Officer did also then and there acknowledge that he, as custodian of the corporate seal of said National Banking Association, did affix the said corporate seal of said National Banking Association to said instrument as his own free and voluntary act, and as the free and voluntary act of said National Banking Association, as Trustee for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 11th day of June, 1993.

MY COMMISSION EXPIRES:
11/2/93

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Merle J. Herrick
Merle J. Herrick, Notary Public

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