

UNOFFICIAL COPY

MORTGAGE (ILLINOIS)

**COOK COUNTY
RECORDER
JESSE WHITE
SKOKIE OFFICE**

THIS INSTRUMENT, made September 9, 1993 between
Pleasant Bank and Trust Company, Trustee under a Trust Agreement
(dated October 31, 1977, and known as Trust Number 20794)

1718 N. Drake Ave., Chicago, Illinois 60647
(NO AND STREET) (CITY) (STATE)
herein referred to as "Mortgagor", and
Fleet Finance, Inc.
2311 W. 22nd Street, Suite 114, Oakbrook, Illinois 60521
(NO AND STREET) (CITY) (STATE)

09/17/93 0014 MCH 10:57
RECORDING # 29.00
MAILINGS # 0.50
93753028 #
09/17/93 0014 MCH 10:57

Above Space For Recorder's Use Only

11381 TRW
THAT WHEREAS the Mortgagor is justly indebted to the Mortgagee upon the installment note of even date herewith, in the principal sum of
Forty six thousand and 00/100 DOLLARS
(\$ 46,000.00), payable to the order of and delivered to the Mortgagee, in and by which note the Mortgagor promised to pay the
said principal sum and interest at the rate and in installments as provided in said note, with a final payment of the balance due on the 14th
day of September, 2008, and all of said principal and interest are made payable at such place as the holder of the note
may, from time to time, in writing appoint, and in absence of such appointment, then at the office of the Mortgagee at
Fleet Finance, Inc., 2311 W. 22nd Street, Suite 114, Oakbrook, Illinois 60521

NOW, THEREFORE, the Mortgagor to secure the payment of the said principal sum of money and said interest in accordance with the terms,
provisions and limitations of this mortgage, and the performance of the covenants and agreements herein contained, by the Mortgagor to be performed, and
also in consideration of the sum of One Dollar in hand paid, the receipt whereof is hereby acknowledged, do by these presents CONVEY AND WARRANT
unto the Mortgagee, and the Mortgagee's successors and assigns, the following described Real Estate and all of their estate, right, title and interest therein,
situate, lying and being in the City of Chicago, COUNTY OF COOK AND STATE OF ILLINOIS,
to wit:

LOT 17 IN BLOCK 18 IN SIMON'S RESUBDIVISION OF BLOCKS 18 AND 19 IN E. SIMONS SUBDIVISION OF THE SOUTH EAST
1/4 OF SECTION 35, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

COMMONLY KNOWN AS: 1718 N. Drake Ave., Chicago, Illinois 60647

P.I.N. 13-35-417-030

which, with the property hereinafter described, is referred to herein as the "premises."

TOGETHER with all improvements, tenements, easements, fixtures, and appurtenances thereto belonging, and all rents, issues and profits thereof
for so long and during all such times as Mortgages 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 therein or 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, inador 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 Mortgagors or their successors or assigns shall
be considered as constituting part of the real estate.

TO HAVE AND TO HOLD the premises unto the Mortgagee, and the Mortgagee's successors and assigns, forever, for the purposes, and upon
the uses herein set forth, free from all rights and benefits under and by virtue of the Homestead Exemption Laws of the State of Illinois, which said rights and
benefits the Mortgagors do hereby expressly release and waive.

The name of a record owner is:

This mortgage consist of two pages. The covenants, conditions and provisions appearing on page 2 (the reverse side of this mortgage)
are incorporated herein by reference and are a part hereof and shall be binding on Mortgagors, their heirs, successors or assigns.

Witness the hand and seal of Mortgagors the day and year first above written.

PLEASE PRINT NAME(S) BELOW SIGNATURE(S)
STEVE AND DEBBIE HERLI
AND BY THIS REFERENCE
MADE A PART HEREOF
(Seal) (Seal)

State of Illinois, County of _____ ss., I, the undersigned, a Notary Public in and for said County
in the State aforesaid, DO HEREBY CERTIFY that

IMPRESS SEAL HERE
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 _____ h _____ 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 official seal, this 9th day of September 19 93.

Commission expires 19 _____ Notary Public

This instrument was prepared by Fleet Finance, Inc., 2311 W. 22nd Street, Suite 114, Oakbrook, Illinois 60521
(NAME AND ADDRESS)

Mail this instrument to Fleet Finance, Inc., 2311 W. 22nd Street, Suite 114, Oakbrook, Illinois 60521
(NAME AND ADDRESS)

(CITY) (STATE) (ZIP CODE)

RECORDER'S OFFICE BOX NO.

IL-MTO, REV. 3/92
CONTROL NO. 90714005
KLF #36

93753028

93082730

This Mortgage is executed by the PIONEER BANK & TRUST COMPANY, not personally, but as Trustee under Trust Agreement dated 10/31/77 and known as Trust No. 20797 in the exercise of the power and authority conferred upon and vested in it as such Trustee, and it is expressly understood and agreed that nothing herein or in said principal note or obligation contained shall be construed as creating any liability on the said mortgagor, or on the PIONEER BANK & TRUST COMPANY, personally to pay the said obligation or any interest that may accrue therein, or any indebtedness accruing hereunder, or to perform any covenant either express or implied herein or in said obligation contained, all such liability, if any, being expressly waived by said mortgage and by every person now or hereafter claiming any right or security thereunder.

IN WITNESS WHEREOF, the PIONEER BANK & TRUST COMPANY, not personally, but, as Trustee as aforesaid, has caused these presents to be signed by its Vice President/Trust Officer and its corporate seal to be hereunder affixed and attested by its Assistant Secretary, this 10th day of September A.D. 1978.

PIONEER BANK & TRUST COMPANY

By: [Signature]
Vice President/Trust Officer

Attest: [Signature]
Assistant Secretary

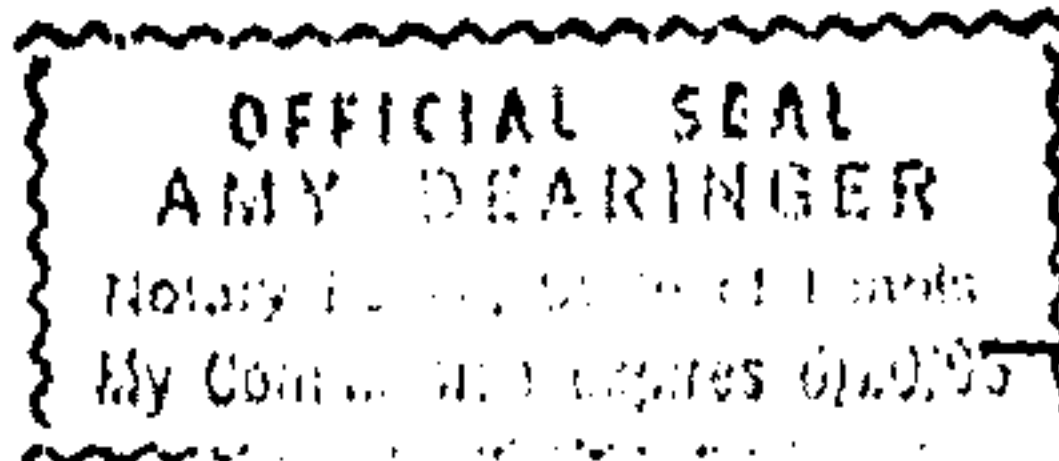
Property of Cook County Clerk's Office

STATE OF ILLINOIS)
) ss
COUNTY OF COOK)

93753028

I, the undersigned, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY that the above named Vice President/Trust Officer of the PIONEER BANK & TRUST COMPANY, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Vice President/Trust Officer and Assistant 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 Corporation for the uses and purposes therein set forth; and the said Assistant Secretary then and there acknowledged that said Assistant Secretary, as custodian of the corporate seal of said Corporation, caused the corporate seal of said Corporation to be affixed to said instrument as said Assistant Secretary's own 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 Notarial Seal this 10th day of September 1978



[Signature]
Notary Public

29.50

THIS AGREEMENT, entered into this 9th day of September 19 93, by and between PIONEER BANK AND TRUST COMPANY (hereinafter referred to as the "Owner"), and First Finance, Inc. (hereinafter referred to as the "Lender").

WITNESSETH:

That for and in consideration of the sum of One and 00/100 Dollars (\$1.00) in hand paid, and for the further consideration of a loan of Forty six thousand and 00/100 Dollars (\$46,000.00) made by the Lender to said Owner on the 9th day of September 19 93, evidenced by a promissory Note secured by a Mortgage Deed conveying the following property: 1718 N. Drake Ave., Chicago, Illinois 60647

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the said Owner does hereby sell, assign, transfer and deliver to the said Lender, its successors and assigns, all of the rents, issues and profits of the aforesaid premises, upon the happening of any default by the Owner under the terms of said Note and Mortgage Deed, this assignment to remain in full force and effect so long as any default continues to exist.

1. The Owner hereby authorizes the Lender, at its option, after the occurrence of a default as aforesaid, to enter upon the premises and to collect, in the name of the Owner or in its own name as assignee, the rents accrued but unpaid at the date of the default, as well as the rents thereafter accruing during the period of default.

2. The Owner also hereby authorizes the Lender upon such entry, at its option, to take over and assume the management, operation and maintenance of the same premises and to perform all acts necessary and proper and to expend such sums out of the income of the premises as may be needful in connection therewith, to the same extent as the Owner theretofore might do, including the right to effect new leases, to cancel or surrender existing leases, to alter or amend the terms of existing leases, to renew existing leases, or to make concessions to tenants.

3. The Lender shall, after payment of all proper charges, commissions, and expenses, including reasonable compensation to such Managing Agent as it shall employ, credit the net amount of income due under the terms of the Mortgage Deed and the Note secured thereby.

4. The word "Lender" shall include the present Lender and its representatives, successors or assigns. The word "Owner" shall mean any one or more persons who are holders of the equity of redemption to or in the aforesaid premises. A cancellation of the aforesaid Mortgage Deed shall operate as a cancellation of this instrument.

WITNESS the hand and seal of the undersigned on the day and year first above written.

Signed, sealed and delivered in the presence of:

Notary Public

SHERRILL HENRICH AND SHERILL HENRICH MADE A PART HEREOF

UNOFFICIAL COPY

This Assignment of Note is executed by the PIONEER BANK & TRUST COMPANY, not personally, but as Trustee under Trust Agreement dated 10/31/27 and known as Trust No. 20774 in the exercise of the power and authority conferred upon and vested in it as such Trustee, and it is expressly understood and agreed that nothing herein or in said principal note or obligation contained shall be construed as creating any liability on the said mortgagor, or on the PIONEER BANK & TRUST COMPANY, personally to pay the said obligation or any interest that may accrue therein, or any indebtedness accruing hereunder, or to perform any covenant either express or implied herein or in said obligation contained, all such liability, if any, being expressly waived by said mortgage and by every person now or hereafter claiming any right or security thereunder.

IN WITNESS WHEREOF, the PIONEER BANK & TRUST COMPANY, not personally, but, as Trustee as aforesaid, has caused these presents to be signed by its Vice President/Trust Officer and its corporate seal to be hereunder affixed and attested by its Assistant Secretary, this 10th day of September A.D., 19 28.

PIONEER BANK & TRUST COMPANY

By: [Signature]
Vice President/Trust Officer

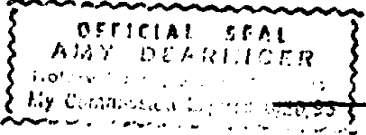
Attest: [Signature]
Assistant Secretary

STATE OF ILLINOIS)
) ss
COUNTY OF COOK)

93753028

I, the undersigned, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY that the above named Vice President/Trust Officer of the PIONEER BANK & TRUST COMPANY, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Vice President/Trust Officer and Assistant 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 Corporation for the uses and purposes therein set forth; and the said Assistant Secretary then and there acknowledged that said Assistant Secretary, as custodian of the corporate seal of said Corporation, caused the corporate seal of said Corporation to be affixed to said instrument as said Assistant Secretary's own 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 Notarial Seal this 10th day of September 19 28



[Signature]
Amy Dearinger
Notary Public

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