

UNOFFICIAL COPY

THIS INDENTURE WITNESSETH That the undersigned Cook County, Illinois, and existing under the laws of the state of Illinois, not personally but as Trustee under the provisions of a Deed or Deeds in trust duly recorded and delivered to the undersigned in pursuance of a Trust Agreement dated MAY 25, 1994 and known as trust number 9-1911, hereinafter referred to as the Mortgagor, does hereby Mortgage and Warrant

COOK COUNTY SOUTHWEST FEDERAL SAVINGS AND LOAN ASSOCIATION

a corporation organized and existing under the laws of the United States of America

hereinafter referred to as the Mortgagee, the following real estate

In the County of **COOK** in the State of **Illinois**, to wit:
LOTS 1, 2, 6, 7 AND 9 IN LAKE KATHERINE TOWNHOMES, A PLANNED UNIT DEVELOPMENT, BEING A RESUBDIVISION OF LOT 2 AND PART OF 76TH AVENUE IN THE PALOS MEDICAL SUBDIVISION OF THE EAST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 24, TOWNSHIP 37 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

**COOK COUNTY, ILLINOIS
FILED FOR RECORD**

91 JUN 27 PM 2:28

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**LOTS 1, 2, 6, 7, 8, 9 LAKE KATHERINE
PALOS HEIGHTS, IL 60463
P.I.N.: 23-24-300-136; 23-24-300-137; 23-24-300-141; 23-24-300-142 & 23-24-300-144**

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 attached thereto, the furnishing of which by leases is customary or appropriate, including screens, window shades, storm doors and screens, fire coverings, screen doors, in-a-door beds, awnings, slides and water heaters (all of which are included 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 and premises which are hereby pledged, assigned, transferred and set over upon the Mortgagee, whether now due or hereafter to become due as provided herein. The Mortgagee is hereby subrogated to the rights of all mortgagees, lienholders and owners paid off 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, and with all the rights and privileges thereto belonging, unto said Mortgagee (to have for the uses herein set forth, free from all rights and benefits under the homestead, exemption and valuation laws of any state, which said rights and benefits said Mortgagor does hereby release and waive.

TO SECURE:

(1) the payment of a Note executed by the Mortgagor to the order of the Mortgagee bearing even date herewith in the principal sum of **FOUR HUNDRED TWELVE THOUSAND FIVE HUNDRED AND NO/100** Dollars

which Note, is payable on or before **JUNE 1, 1996**, together with interest

SEE ATTACHED INTEREST RATE RIDER

INTEREST RATE RIDER

The interest to be charged on this indebtedness shall be:

The prime rate plus 1.50 % as published in the Wall Street Journal on the first business day of each calendar month. The Prime Rate shall be defined as that rate announced and published from time to time by the Money Section of the Wall Street Journal on the first business day of the month. If the Wall Street Journal publishes a prime interest rate range, then the Prime Rate shall be the highest rate specified in said range. In the event the Wall Street Journal ceases to publish a Prime Rate in the Money Section or any place else in its publication, then Lender reserves the sole right to select an acceptable substitute therefor.

Interest shall be payable monthly from date of disbursement on the unpaid balance remaining from time to time beginning on the First day of **JULY, 1994**.

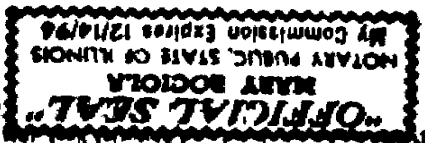
The entire indebtedness both principal and interest evidenced by this Note, if not sooner paid, shall be due and payable on **JUNE 1, 1996**.

Any amount paid to the Mortgagor in excess of the principal amount of the loan shall be applied to the principal of the loan... If the Mortgagor is a corporation, partnership, or other entity, the Mortgagor shall not incur any personal liability because of anything it may do or omit to do hereunder. If the Mortgagor is an individual, the Mortgagor shall not incur any personal liability because of anything it may do or omit to do hereunder. If the Mortgagor is a partnership, the Mortgagor shall not incur any personal liability because of anything it may do or omit to do hereunder. If the Mortgagor is a trust, the Mortgagor shall not incur any personal liability because of anything it may do or omit to do hereunder. If the Mortgagor is a partnership, the Mortgagor shall not incur any personal liability because of anything it may do or omit to do hereunder. If the Mortgagor is a trust, the Mortgagor shall not incur any personal liability because of anything it may do or omit to do hereunder.

If all or any part of the property or interest therein is sold or transferred by deed or agreement for deed, by the borrower without lenders written consent, lender may, at lenders option, declare all the sums secured by this mortgage to be immediately due and payable.

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ATTENTION: CYNTHIA J. HAYES
4062 SOUTHVIEW HIGHWAY
NORTHBROOK, ILL. 60062
SOUTHWEST FEDERAL SAVINGS & LOAN ASSOCIATION OF CHICAGO
THIS INSTRUMENT WAS PREPARED BY



OFFICIAL SEAL
NOTARY PUBLIC, STATE OF ILLINOIS
My Commission Expires 12/31/96
CYNTHIA J. HAYES
Notary Public
MAY 19 94
MAY 19 94
A.D. 19 94

Acting Secretary, they signed and delivered the said instrument as a corporation, for the purpose of and in accordance with the laws of the State of Illinois, and the Board of Directors of said corporation at their first and voluntary meeting, held at the office of the undersigned, on the 15th day of May, 1994.

Barbara J. Halson, Secretary of said corporation, known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and personally acknowledged that as such

President and Acting Secretary of said corporation, they signed and delivered the said instrument as a corporation, for the purpose of and in accordance with the laws of the State of Illinois, and the Board of Directors of said corporation at their first and voluntary meeting, held at the office of the undersigned, on the 15th day of May, 1994.

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Mortgage, does hereby Mortgage
MAY 26, 1994
and existing under the laws of the
ons of a Deed or Deeds in full duly

BOOK No. 90-11611-7
EX 9414

ORIGINAL

Property of Cook County Clerk's Office

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1. That this is of the essence hereof and if it shall be made in performance of any previous mortgage created or in making any payment under said mortgage...

2. That the mortgagee may employ counsel for advice or other legal services at the mortgagee's discretion in connection with or to the debt hereby secured...

3. In case the mortgaged property, or any part thereof, shall be taken by condemnation, the mortgagee is hereby empowered to collect and receive all compensation...

4. All easements, rents, issues and profits of said premises are pledged, assigned and transferred to the mortgagee, whether now or hereafter to become due...

5. That upon the completion of the foreclosure proceedings hereunder, the vendee in which such sale is held is to be deemed to have purchased the same...

6. That such right, power and remedy herein conferred upon the mortgagee is cumulative of any other right or remedy in this mortgage, whether herein or by law conferred...

7. This mortgage is secured by the undersigned not personally but as trustee as hereinafter in the exercise of the power hereby conferred upon and vested in it as such trustee...

IN WITNESS WHEREOF, the undersigned corporation, not personally but as Trustee as aforesaid, has caused this instrument to be signed by its Vice President, and its corporate seal to be hereunto affixed and attested by its Acting Secretary, this 31st day of May, A.D. 19 94

ATTEST: *Barbara J. Ralson* Acting Secretary

BY *Bernadette F. Stang* Vice President

STATE OF Illinois COUNTY OF Cook the undersigned a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY THAT Bernadette F. Stang personally known to me to be the Vice President of Mount Greenwood Bank a corporation, and Barbara J. Ralson personally known to me to be the Acting Secretary of said corporation, 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 severally acknowledged that as such Vice President and Acting Secretary, they signed and delivered the said instrument as Vice President and Acting Secretary of said corporation and caused the corporate seal of said corporation 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 and deed of said corporation, for the uses and purposes therein set forth.



31st day of May, A.D. 19 94 *Mary Rocciola* Notary Public

THIS INSTRUMENT WAS PREPARED BY: SOUTHWEST FEDERAL SAVINGS & LOAN ASSOCIATION OF CHICAGO 4062 SOUTHWEST HIGHWAY HOMETOWN, IL 60456

ATTENTION: CYNTHIA BEILKE

So Modified Mortgage for Corporate Trustee under Land Trust consisting from Annual Interest Payment Clause. Accounting Department, 400 N. LaSalle, Chicago, Ill. 60610

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