

373

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

355 Hawthorne Circle, Mount Prospect, IL 60056

CONTINUED

COMMENCING AT THE NORTHEAST CORNER OF SAID LOT 1; THENCE DUE WEST ALONG THE NORTH LINE OF SAID LOT 1, 452.29 FEET; THENCE DUE SOUTH 89 DEGREES 01 MINUTES 26 SECONDS EAST, 141.17 FEET; THENCE SOUTH 00 DEGREES 01 MINUTES 34

ALL THAT PART LYING WEST OF THE EAST 31.88 FEET, AS MEASURED ALONG THE NORTH AND SOUTH LINES THEREOF, OF THAT PART OF LOT 1 IN HAWTHORNE SUBDIVISION OF SECTION 23, TOWNSHIP 41 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED NOVEMBER 20, 1975 AS DOCUMENT 23300430, IN COOK COUNTY, ILLINOIS DESCRIBED AS FOLLOWS:

THAT, WHEREAS Mortgagee has concurrently herewith executed and delivered a promissory note bearing certain date hereunto ("Note") in the principal sum of TWO HUNDRED SIX THOUSAND AND NO/100

(\$ 206,000.00) made payable to the order of the Mortgagee and by which the Mortgagee promises to pay out of that portion of the trust estate subject to said Trust Agreement and hereinafter specifically described (1) any additional advances and interest with interest thereon as provided in the Note, made by the Mortgagee to protect the security hereunder, at any time before the release and cancellation of this mortgage; and (2) the principal sum and interest thereon at the time and at the times and amounts as provided in the Note, to be applied first to advances and interest due on the principal and the balance of principal until said indebtedness is paid in full.

THIS INSTRUMENT made August 18 PARKWAY BANK AND TRUST COMPANY

MAUREEN CLINTON One South Dearborn Street Chicago, IL 60603

TRUSTEE MORTGAGE

THIS INSTRUMENT WAS PREPARED BY:

94784308

14 MORTGAGE TIME ORDER # 271677 (P) 305



Maureen Clinton One South Dearborn Street Chicago, IL 60603

94784308 COOK COUNTY RECORDER #0724 RV #94-784308

LOAN #: 0127474 RECORDING

TRAN 3688 09/07/94 15:58:00

TR 94

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2011/01/02

174 INDEMNITY LIFE SUPER 0

01/02/11

*[Handwritten signature]*

2011/01/02



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which may be asserted.

14. Mortgages, Indemnification on Tax and Insurance Bills, Etc. Mortgages in making any payment in respect of any debt or liability...

13. Mortgages' Enforcement of Judgment Act. In case of default therein, Mortgages may, but need not, make any payment in respect of...

12. Effect of Changes in Laws Regarding Taxation. In the event of the enactment after this date of any law in which the provisions are...

11. Effect of Extensions of Time. If the payment of said indebtedness or any part thereof be extended or postponed for any period...

10. Prepayment Privilege. At no time as the Mortgages is not in default under the terms of the Note or under the terms of this Mortgage...

9. Stamp, Transfer or Revenue Tax. If by the laws of the United States of America or the laws of any state having jurisdiction over the Mortgage...

8. Adjustment of Loans with Interest and Application of Proceeds of Foreclosure. In case of loss, the Mortgagee in order to effect the...

7. Mortgagee's Right to Act. If Mortgagee fails to pay any claim, lien or encumbrance which shall have priority to the lien of this mortgage...

6. Mortgagee's Interest in and Use of Deposits. In the event of a default in any of the provisions contained in this mortgage...

5. Mortgagee's Interest in and Use of Deposits. In the event of a default in any of the provisions contained in this mortgage...

4. Mortgagee's Interest in and Use of Deposits. In the event of a default in any of the provisions contained in this mortgage...

3. Mortgagee's Interest in and Use of Deposits. In the event of a default in any of the provisions contained in this mortgage...

2. Mortgagee's Interest in and Use of Deposits. In the event of a default in any of the provisions contained in this mortgage...

1. Mortgagee's Interest in and Use of Deposits. In the event of a default in any of the provisions contained in this mortgage...

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The Mortgages shall not be obligated to perform or discharge, nor shall it have any liability to perform or discharge, any obligation, duty or liability...

20. Mortgagee's Right of Redemption in Case of Default. In any case in which under the provisions of this Mortgage the Mortgagee has a right to...

Although it is the intention of the parties that the assignment contained in this paragraph shall be a present assignment, it is expressly understood...

The Mortgagee further agrees to assign and transfer to the Mortgagee all future leases upon all or any part of the premises hereunder described and to...

Nothing herein contained shall be construed as constituting the Mortgagee a mortgagee in possession in the absence of the taking of actual possession...

The Mortgagee further agrees and agrees that no part has been or will be paid by any person in possession of any portion of the above described premises...

19. Assignment of Rights and Liabilities. To further secure the indebtedness and liability, Mortgagee does hereby assign and transfer into the...

18. Appointment of Receiver. Upon, or at any time after the filing of a complaint to foreclose this Mortgage, the court in which such complaint is...

17. Application of Proceeds of Foreclosure Sale. The proceeds of any foreclosure sale of the premises shall be distributed and applied in the...

16. Foreclosure Expenses of Litigation. When the indebtedness hereby secured by such indebtedness or any part thereof, shall become due, whether by acceleration...

15. Acceleration of Indebtedness in Case of Default. If (a) default be made for fifteen (15) days in the due and punctual payment of the Note, or any...

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21. Application of Income Received by Mortgagee. The Mortgagee in the exercise of the rights and powers hereinafter conferred upon it by paragraph 19 and paragraph 20 hereof shall have full power to use and apply the aforesaid income and profits of the premises to the payment of or on account of the following, in such order as the Mortgagee may determine:

(a) to the payment of the operating expenses of said property, including cost of management and leasing, the cost of which shall include reasonable compensation to the Mortgagee and the agent or agents, if management be delegated to an agent or agents, and shall also include reasonable compensation and other expenses of making and procuring repairs and entering into leases, established charges for damages, if any, and premiums on insurance hereinafter authorized;

(b) to the payment of taxes and special assessments now due or which may hereafter become due on said premises;

(c) to the payment of all repairs, cleaning, renewals, replacements, alterations, additions, betterments, and improvements of said premises, including the cost from time to time of painting or repainting, whitewashing and gas or electric stoves, and of plumbing and property in such condition as will, in the judgment of the Mortgagee, make it readily rentable;

(d) to the payment of any indebtedness secured hereby or any deficiency which may result from any foreclosure sale;

22. Mortgagee's Right of Inspection. Mortgagee shall have the right to inspect the premises at all reasonable times and access thereto shall be permitted for that purpose.

23. Late Charge. In the event the Mortgagee shall, from time to time, accept payment of any installment required on the Note and under this Mortgage which is in arrears, Mortgagee may collect a "late charge" as provided for in the Note to cover the extra expense involved in handling delinquent payments; provided, however, that nothing in this paragraph contained shall authorize the Mortgagee to collect or demand any payment which would result in the imposition of interest in excess of the maximum amount allowed by law.

24. Condominium. Mortgagee hereby assigns, transfers and conveys unto Mortgagee, the entire parcel of any award or any claim for damages for any of the mortgaged property which is or may hereafter be subject to condemnation, whether or not, or to require Mortgagee to restore or replace the award upon or in satisfaction of the indebtedness secured hereby, whether the award or claim is or may hereafter be subject to restoration or replacement of buildings or improvements on and premises, in accordance with plans and specifications to be submitted to and approved by Mortgagee. If the Mortgagee is obligated to restore or replace such building or improvements, the award shall be used to reimburse Mortgagee for the cost of the rebuilding or replacement of buildings and premises, in accordance with plans and specifications to be submitted to and approved by Mortgagee. If the Mortgagee is not then in default under this Mortgage, in the event Mortgagee is required or authorized, either by Mortgagee's election or agreement, or by virtue of any such restoration or replacement of buildings or improvements, to be paid out in the same manner as is provided in paragraph 8 hereof for the payment of installment payments toward the cost of rebuilding or restoration. If the amount of such award is insufficient to cover the cost of rebuilding or restoration, Mortgagee shall pay such cost in excess of the award, before being entitled to reimbursement out of the award. Any amounts which may remain out of said award after payment of such cost of rebuilding or restoration shall, at the option of Mortgagee, be applied on account of the indebtedness secured hereby or be paid to any other party entitled thereto. In applying the proceeds of any award on account of the indebtedness secured hereby, Mortgagee shall be entitled to collect from the proceeds of the award a premium on the amount paid, at the same rate as though Mortgagee had effected at the time of such application of proceeds to it Mortgagee the same as such election, at the first succeeding date on which Mortgagee could so elect to pay the indebtedness in accordance with the terms of the Note secured hereby.

25. Release upon Payment and Discharge of Mortgage. Mortgagee shall release this mortgage and the lien thereof by proper execution of such release.

26. Change of Notice. Any notice which either party hereby may give to the other party shall be in writing and the mailing thereof shall be sufficient to constitute notice to the Mortgagee at the address or addresses specified in the Note and the mailing of such notice shall be deemed to have been given by the Mortgagee on the date the same is deposited in the United States mails.

27. Waiver of Lien. No action for the enforcement of the lien of any part of the Note shall be subject to any defense which would not be good and available to the party instituting same in an action at law upon the Note, thereby secured.

28. Waiver of Statutory Rights. Mortgagee shall not and will not apply for or assist in the application of any statute, ordinance, regulation, rule, provision or exemption of law, or any so-called "Moratorium Law", now existing or hereafter enacted, in order to prevent or hinder the enforcement of this mortgage, and hereby waives the benefit of such law. Mortgagee for itself and all who claim through or under it waives any and all right to have inclusion to favor it under the mortgaged property, including the right to have the mortgaged property marshaled upon any loss arising from the bankruptcy of the mortgagor and agrees that any court having jurisdiction to favor it under the mortgaged property shall not apply the provisions of any such statute, ordinance, regulation, rule, provision or exemption of law, or any so-called "Moratorium Law", now existing or hereafter enacted, in order to prevent or hinder the enforcement of this mortgage, and hereby waives the benefit of such law.

29. Mortgagee's Lien for Certain Charges and Expenses. At all times, regardless of whether any loan has been advanced to the mortgagor, the Mortgagee shall have a lien in and to the premises, together with all improvements thereon, for the payment of the following: (1) the purchase money conveyed and the rents, issues and profits thereon, for the enforcement of the lien hereby created, in the manner herein and in the Note provided; (2) any other sums duly given to secure and indebtedness; or (3) the personal liability of the guarantor, co-signer, surety or endorser, if any.

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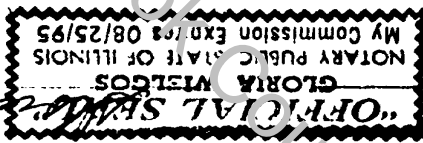
11-11-10

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The Trustee in executing this document SPECIFICALLY EXCLUDES all references to any environmental condition of the premises whether under the ILLINOIS ENVIRONMENTAL PROTECTION ACT or otherwise, the beneficiary of this trust, as management and control of the premises and as such, has the authority on its/their own behalf to execute as environmental representative but not as agent for or on behalf of the Trustee.

CITIBANK FORM 3003A - PARK 2



Notary Public  
*Gloria Velgos*

*8/25/95*

My Commission Expires:

GIVEN under my hand and Notarial Seal this

25TH

day of

August

19 94

forth. Two and voluntary act and as the free and voluntary act of said (corporation) (Association), as Trustee as directed, for the uses and purposes therein set forth and purposes therein set forth and the said ASSISTANT TRUST OFFICER then and there acknowledged that they (she), as custodian of the corporate seal of said (corporation) (Association), and affix the corporate seal of said (corporation) (Association) to said instrument as (his) (her) own instrument as their own free and voluntary act and as the free and voluntary act of said (corporation) (Association), as Trustee, as directed, for the uses and purposes therein set forth and the said ASSISTANT TRUST OFFICER, respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument to me to be the same persons whose names are subscribed to the foregoing instrument as such. VICE PRESIDENT - Trust Officer known to me to be the same persons whose names are subscribed to the foregoing instrument as such. VICE PRESIDENT - Trust Officer ASSISTANT TRUST OFFICER Jo Ann Kubinski, ASSISTANT TRUST OFFICER Diane Y. Pozyski, Vice President - Trust Officer Gloria Velgos, a Notary Public in and for the said County, in the State aforesaid, DO HEREBY CERTIFY, that

STATE OF ILLINOIS )  
COUNTY OF Cook ) SS:

ATTEST  
*Jo Ann Kubinski*  
ASSISTANT TRUST OFFICER

By *Diane Y. Pozyski*  
Vice President - Trust Officer

SEE EXHIBIT A ATTACHED HERETO AND MADE APART HEREOF.

IN WITNESS WHEREOF, not personally but as Trustee as aforesaid, has caused these presents to be signed by its ASSISTANT TRUST OFFICER Vice President - Trust Officer PARKWAY BANK AND TRUST COMPANY this 18th day of August 19 94

PARKWAY BANK AND TRUST COMPANY

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TAX I.D.#08-23-201-055-0000

EASEMENTS APPURTENANT TO AND FOR THE BENEFIT OF PARCEL 1 AS SET FORTH IN THE DECLARATION OF EASEMENTS RECORDED APRIL 7, 1976 AS DOCUMENT 23443254 AND AS CREATED BY DEED FROM LA SALLE NATIONAL BANK, AS TRUSTEE UNDER TRUST AGREEMENT DATED JUNE 27, 1975 AS TRUST NUMBER 49124 TO ROSE ANNE BEKNY RECORDED SEPTEMBER 8, 1980 AS DOCUMENT 25574912 FOR INGRESS AND EGRESS, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

SECONDS WEST, 52.80 FEET; THENCE NORTH 89 DEGREES 58 MINUTES 26 SECONDS WEST, 141.17 FEET; THENCE NORTH 00 DEGREES 01 MINUTES 34 SECONDS EAST, 52.80 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

Continuation of Legal Description

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34. A default or event of default under the loan(s) on the property(ies) located at 357 and 359 Hawthorne Circle, Mount Prospect, IL 60056 secured or unsecured, made by Mortgagor to Mortgagor (and/or any beneficiary of Mortgagor) shall also be a default under this Mortgage.

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03/09/2008



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**Hazardous Material; Indemnification.** Neither Mortgagee nor, to the best knowledge of Mortgagee, any other person or entity has ever caused or permitted, and Mortgagee will not at any time cause or permit, a Reportable Quantity (as hereinafter defined) of Hazardous Material (as herein defined) to be placed, held, located or disposed of on, under or at the premises, or any part thereof, or to be unlawfully transported from the premises, or to be transported from the premises and unlawfully placed, held, located or disposed of on, under or at any other site or property (by whomsoever owned), or to be released in to the atmosphere or any watercourse, body of water or wetlands, or to be disposed of in any place or manner which, with the passage of time or the giving of notice or both, would give rise to liability (or potential liability) under any Environmental Laws (defined below). Neither the premises nor any part thereof, has ever been used (whether by Mortgagee or, to the best knowledge of Mortgagee, by any other person or entity), and Mortgagee will not use or permit the premises, or any part thereof, to be used, as a treatment, storage or disposal (whether permanent or temporary) site for any Hazardous Material.

Mortgagee hereby indemnifies Mortgagee and agrees to hold Mortgagee harmless from and against any and all losses, damages, fines, penalties, injuries, costs, expenses and claims of any and every kind whatsoever (including, without limitation, attorneys' and paralegals' fees and other legal expenses) which at any time or from time to time may be paid, incurred or suffered by, or asserted against, Mortgagee for, with respect to, or as a direct or indirect result of the presence on, at or under any other site or property, or the escape, seepage, leakage, spillage, discharge, emission or release from the premises into or upon any land, the atmosphere, or any watercourse, body of water or wetland, of any Hazardous Material (including, without limitation, any losses, liabilities, damages, fines, penalties, injuries, costs, expenses or claims asserted or arising under any Environmental Laws.) Notwithstanding anything to the contrary in this Mortgage, the Note or any other instrument or document, the provisions of and undertakings and indemnification set out in the provision shall survive the satisfaction and release of this Mortgage and the payment and satisfaction of all indebtedness secured by this Mortgage, and shall continue in effect forever.

"Hazardous Material" means and includes any hazardous, toxic or dangerous substance or any pollutant or contaminant defined as such in, or for purpose of, any Environmental Laws. "Reportable Quantity" means, with respect to any Hazardous Material, a reportable quantity of such Hazardous Material as specified in, or for purposes of, any Environmental Laws. "Environmental Laws" means the Comprehensive Environmental Response, Compensation, and Liability Act, any so-called "Superfund" or "Superlien" law, the Resource Conservation and Recovery Act, the Clean Water Act, the Toxic Substances Control Act, the Illinois Responsible Property Transfer Act or any other existing or future federal, state or local statute, law, ordinance, code, rule, regulation, order or decree, relating to, or imposing liability or standards of conduct or remediation concerning any hazardous, toxic or dangerous waste, substance or material, each as now or hereafter in effect.

EXHIBIT A

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