UNOFFICIAL COPY

1 of 3

DOCUMENT NO.

MORTGAGE

(To be used for: loans over $25,000; loans $25,000 or less and first lien; or other non-consumer act transactions)

SPACE RESERVED FOR RECORDERS DATA

LaSalle National Trust, N.A., successor trustee to LaSalle National Bank, successor trustee to LaSalle Northwest National Bank, formerly known as Northwest National Bank as Trustee under Trust No. 26-5421-00 & not personally

("Mortgagor," whether one or more) mortgages to Raymond O. Fischer

("Mortgagee," whether one or more) to secure payment of Fifty thousand and no/100 Dollars ($ 50,000.00) evidenced by a note or notes bearing an even date executed by Stone Park Entertainment, Inc., an Illinois corporation to Mortgagee, and any extensions, and renewals and modifications of the note(s) and refinancings of any such indebtedness on any terms whatsoever (including increases in interest) and the payment of all other sums, with interest, advanced to protect the security of this Mortgage, the following property, together with the rents, profits, fixtures and other appurtenant interests (all called "Property"), in Cook County, State of Illinois:

94129320

Tax Parcel No.: 15-04-300-056 and 15-04-300-061 thru 15-04-300-065

Lots 27, 28, 29, 30, 31 and 32 in Block 25 in H.O. Stone and Company's World Fair Addition, a subdivision of that part of Section 4, Township 39 North, Range 12, East of the Third Principal Meridian, in Cook County, Illinois.

COMMONLY KNOWN AS:
4003 WEST LAKE STREET
STONE PARK, ILLINOIS

THIS DOCUMENT WAS PREPARED BY:
RAYMOND O. FISCHER
C/O MATRIX INVESTMENTS
13555 BISHOPS COURT
BROOKFIELD, WISCONSIN 53005

COOK COUNTY, ILLINOIS FILED FOR RECORD
1994 FEB -8 PM 12:17

94129320

94129320

7495695, D2, MGM

94073171AD

1. This is not homestead property.
(is) (is not)

2. This is not a purchase money mortgage.
(is) (is not)

3. MORTGAGOR'S COVENANTS.

(a) COVENANT OF TITLE. Mortgagor warrants title to the Property, except restrictions and easements of record, if any and except none

(b) TAXES. Mortgagor promises to pay when due all taxes and assessments levied on the Property or upon Mortgagee's interest in it and to deliver to Mortgagee on demand receipts showing such payment.

(c) INSURANCE. Mortgagor shall keep the improvements on the Property insured against loss or damage occasioned by fire, extended coverage perils and such other hazards as Mortgagee may require, through insurers approved by Mortgagee in such amounts as Mortgagee shall require, but Mortgagee shall not require coverage in an amount more than the balance of the debt without co-insurance, and Mortgagor shall pay the premiums when due. The policies shall contain the standard mortgage clause in favor of Mortgagee and, unless Mortgagee otherwise agrees in writing, the original of all policies covering the property shall be deposited with Mortgagee. Mortgagor shall promptly give notice of loss to insurance companies and Mortgagee. Unless Mortgagor and Mortgagee otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, provided the Mortgagee deems the restoration or repair to be economically feasible.

(d) OTHER COVENANTS. Mortgagor covenants not to commit waste nor suffer waste to be committed on the Property, to keep the Property in good condition and repair, to keep the Property free from liens superior to the lien of this Mortgage, and to comply with all laws ordinances and regulations affecting the Property. Mortgagor shall pay when due all indebtedness which may be or become secured at any time by a mortgage or other lien on the Property superior to this Mortgage and any failure to do so shall constitute a default under this Mortgage.

4. DEFAULT AND REMEDIES. Mortgagor agrees that time is of the essence with respect to payment of principal and interest when due and in the performance of any of the covenants and promises of the Mortgagor contained herein or in the note(s) secured hereby. In the event of default, Mortgagee may, at his option and subject to the notice provisions of this Mortgage, declare the whole amount of the unpaid principal and accrued interest due and payable and collect it in a suit at law or by foreclosure of this Mortgage by action or advertisement or by the exercise of any other remedy available at law or equity, and Mortgagee may sell the Property at public sale and give deeds of conveyance to the purchasers pursuant to the statutes.

5. NOTICE. Unless otherwise provided in the note(s) secured by this Mortgage, prior to any acceleration (other than under paragraph 12) Mortgagee shall mail notice to Mortgagor specifying: (a) the default; (b) the action required to cure the default; (c) a date, not less than 15 days from the date the notice is mailed to Mortgagor by which date the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration.

6. EXPENSES AND ATTORNEY'S FEES. In case of default, whether abated or not, all costs and expenses including reasonable attorneys' fees and expenses of title evidence to the extent not prohibited by law shall be added to the principal, become due as incurred, and in the event of foreclosure, be included in the judgment.

BOX 333

Property of Cook County Clerk's Office

RIDER ATTACHED TO AND MADE A PART OF THE TRUST DEED OR MORTGAGE
DATED February 1st, 1994 **UNDER TRUST NO.** 26-5421-00

This Mortgage or Trust Deed in the nature of a mortgage is executed by LA SALLE NATIONAL TRUST, N.A., not personally, but as Trustee under Trust No. 26-5421-00 **in the exercise of the power and authority conferred upon and vested in it as such Trustee (and said LA SALLE NATIONAL TRUST, N.A. hereby warrants that it possesses full power and authority to execute the Instrument) and it is expressly understood and agreed that nothing contained herein or in the note, or in any other instrument given to evidence the indebtedness secured hereby shall be construed as creating any liability on the part of said mortgagor or grantor, or on said LA SALLE NATIONAL TRUST, N.A. personally to pay 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 hereby expressly waived by the mortgagee or Trustee under said Trust Deed, the legal owners or holders of the note, and by every person now or hereafter claiming any right or security hereunder; and that so far as the mortgagor or grantor and said LA SALLE NATIONAL TRUST, N.A. personally are concerned, the legal holders of the note and the owner or owners of any indebtedness accruing hereunder shall look solely to the premises hereby mortgaged or conveyed for the payment thereof by the enforcement of the lien created in the manner herein and in said note provided or by action to enforce the personal liability of the guarantor or guarantors, if any. Trustee does not warrant, indemnify, defend title nor is it responsible for any environmental damage.**

Form XX0133

94129320

THE RIDER ATTACHED HERETO AND MADE A PART HEREOF

Dated this 1st day of February, 19 94.

LaSalle National Trust, N.A., successor trustee to LaSalle National Bank, successor trustee to LaSalle Northwest National Bank, formerly known as* (SEAL)
(Mortgagor)

* Northwest National Bank as Trustee under Trust No. 26-5421-00 & not personally
By: Vice President (SEAL)
(Mortgagor)
Attest Nancy A. Stack ~~Land Trust Officer~~
Asst Secretary

* ______ (SEAL)
(Mortgagor)

* ______ (SEAL)
(Mortgagor)

* ______

AUTHENTICATION

Signature(s) ______

authenticated this ______ day of ______, 19____

* ______

XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX
XXXXXX
XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX)

THIS INSTRUMENT WAS DRAFTED BY

M. Sabre

(Signatures may be authenticated or acknowledged. Both are not necessary.)

ACKNOWLEDGMENT

STATE OF XXXXXXXXX ILLINOIS }
Cook County. } ss.

Personally came before me this 3, day of February, 19 94 the above named Corinne Bek, Vice President & Nancy A. Stack, Asst Secretary respectively of LaSalle National Trust, N.A.

to me known to be the person s who executed the foregoing instrument and acknowledge the same.

Harriet Denisewicz

Notary Public, ______ County, Ill.
My commission (is permanent) (If not, state expiration date: ______, 19____.)

"OFFICIAL SEAL"
Harriet Denisewicz
Notary Public, State of Illinois
My Commission Expires Oct. 26, 1995

94129320

*Names of persons signing in any capacity should be typed or printed below their signatures.

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Property of Cook County Clerk's Office