96210541

Mahriel.

### 96533868

DEPT-01 RECORDING

\$35.00

. T¢0012 TRAM 9665 03/15/96 14:40:00

\$4807 \$ CG #-96-210541

. COOK COUNTY RECORDER

RECORDATION REQUESTED BY:

First National Bank of Lincolnwood 6401 N. Lincoln Avenue Lincolnwood, Illinois 60645-4089

WHEN RECORDED MAIL TO:

C.A. Greenstein, Scaler Vice President First National Bank of Uncomwood 6401 N. Lincoln Avenue Lincolnwood, Illinois 60645 4089

Cosmopolitan Bank and Trust
Successor Trustee to
Cosmopolitan National Bank of Chicago

DEPT-OF RECORDING

\$35.00

. T40012 TRAN 1300 87/12/96 11:51:00

12001 1 100 K-94-539861

COOK COUNTY RECOM

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

**MORTGAGE** 

THIS MORTGAGE IS DATED February 27, 1988, between The Cosmopolitan National Bank of Chicago (referred to below as "Grantor"); and The First National Bank of Lincolnwood, 8401 N. Lincoln Avenue, Lincolnwood, Illinois 60645-4089 (referred to below as "Lentier").

QRANT OF MORTGAGE. For valuable consideration, Granter not personally but as Trustee under the provisions of a deed or deeds in trust duly recorded and delivered to Cranter pursuant to a Trust Agreement dated June 22, 1982 and known as Trust Number 28217 mortgages, warrants, and conveys to Lander the following described real estate and all of Granters right, tills, and interest therein logether with all existing or subsequently effected or affixed buildings, improvements and fixtures; all examinate, rights of way, and appurtenances; situate, lying and being in the VILLAGE of LINCOLNWOOD, COUNTY CR COOK, and STATE OF ILLINOIS, to wit:

The Real Estate or its address is commonly known as:

6544 N. LeRoy Lincolnwood, Illinois 60645

The Real Estate tax identification number is 10-33-416-018-0000; 020 & 021

DEFINITIONS. The following words shall have the following meanings when used in this Mortgage:

98533868 96**21054**)

BOX 333-CTI

Grantor. The word "Grantor" means The Cosmopolitan National Bank of Chicago under that certain Trust Agreement dated June 22, 1982 and known as Trust Number 26217. The Grantor is the mortgager under this Mortgage.

Quaranter. The word "Guaranter" means and includer without limitation, each and all of the guaranters, spreading, and accommodation parties in connection with the indebtedness.

improvements. The word "improvements" means and includes without limitation all existing and tuture improvements, fixtures, buildings, structures, mobile homes offixed on the Real Estate, facilities, additions and other equations on the Real Estate.

Indebtedness. The word "indebtedness" means all principal and interest payable under the Note and any amounts expended or advanced by Lender to discharge obligations of Grantor or expenses incurred by Lender to enforce obligations of Grantor under this Mortgage, together with interest on such amounts as provided in this Mortgage.

Lend\*4. The word "Lander" means The First National Bank of Lincolnwood, its encourages and assigns. The Lender is the mortgages under this Mortgage.

Mortgage Tile word "Mortgage" means this Mortgage between Grantor and Lender,

Note. The word "Note" means the instalment note dated. February. 27, 1996 in the original principal amount of One Hundred almity Thousand and 00/100-... Dollars (\$180,000.00) from Granter to Lender, together with all renewals of, extensions of, modifications of, relinancings of, consolidations of, and substitutions for the instalment note.

Payment & Interest Rate Provisions. The principal sum and interest on said Note to be payable at the rate of 7.30% per annum in installment as follows: One Thousand Two Hundred Thirty Four and 03/100. Dollars or more on the 1st day of May, 1000 and One Thousand Two Hundred Thirty Four and 03/100. Dollars or more on the 1st day of each and every month therefore, until said note is fully paid, except that the final payment of principal and interest, if not seconer paid, shall be due on the 1st day of April, 2026. At instalment payments received on said note shall be applied liret to the payment of interest seconed to the date the instalment is paid, and any amount remaining from an instalment after application to interest shall be applied in reduction of unpaid principal. If the monthly instalment payment is insulficial accrued for the actual billing from the bank of signal accrued for that month, interest on said note shall increase to a late per amount of 12.30% upon an Even of Default, or after the due date of the final instalment until all liabilities are paid. Interest on said note will be computed based upon a 365-day year for the actual number of days elapsed. All of said principal and interest being made payable at the office of The First National Bank of Lincolnwood, 0401 N. Lincoln Avenue, Lincolnwood, Illinoir o 7645.

Real Estate. "I'llo words "freat Estate" mean the property interests and rights described above in the "Grant of Mortgage" section.

Related Documents. The words "Related Documents" mean and include without limitation all Instalment notes, loan agreements, guaranties, security agreements, mortgages, deeds of trust, assignment of rents and all other instruments, agreements and documents, whether now or hereafter existing, executed in connection with the installatedness.

Rents. The word "Runts" means all present and future rents, revenues, incurs, issues, reyalties, profits, and other benefits derived from the Roal Estate.

THIS MORTGAGE IS GIVEN TO SECURE (1) PAYMENT OF THE INDESTEDNESS AND (2) PERFORMANCE OF ALL OBLIGATIONS OF GRANTOR UNDER THIS MORTGAGE AND THE RELATED DOCUMENTS THIS MORTGAGE IS GIVEN AND ACCEPTED ON THE FOLLOWING TERMS:

PAYMENTAND PERFORMANGE. Except as otherwise provided in this Mortgage, Grantor shall pay to Longor all amounts secured by this Mortgage as they become due, and shall strictly perform all of Grantor's obligations under this Mortgage.

POSSESSION AND MAINTENANCE OF THE PROPERTY. Grantor agrees that Grantor's possession and use of the Real fislate shall be governed by the following provisions:

Possession and Use. Until an Event of Default, Grantor may remain in possession and control of and operate and manage the Real Estate and collect the Rente from the Real Estate.

Duty to Maintain. Grantor shall maintain the Repl Estate in tenantable conditionand promptly portorm all repairs, replacements, and maintenance necessary to preserve its value.

Removal of Improvements. Grantorshall not domolish or remove any improvements from the Roal Estate without the prior written consent of Lender, As a condition to the removal of any improvements, Lender may require Grantor to make arrangements satisfactoryte Lender to replace such improvements with improvements of at least equal value.

Lender's Right to Enter, Londer and its agents and representatives may enter upon the Real Estate at all reasonable times to attend to Londer's interests and to inspect the Real Estate for purposes of Granter's compliance with the terms and conditions of this Mortgage.

\$2233968

Unexpiredinauranceat Sale. Any unexpired insurance shall inure to the benefit of, and pass to, the purchaser of the Float Estate covered by this Mortgage at any sale held under the provisions of this Mortgage, or at any foredozine sale of such Real Estate.

EXPENDITURES BY LENDER. If Orantor falls to comply with any provision of this Mortgage, or if any action or proceeding is commenced that would materially affect Lander's interests in the Real Estate, Lander on Granior's behalf may, but whall not be required to, take any action that Lender deems appropriate. Any amount that Lender expends in so doing shall be so much additional indebtedness secured hereby and shall become immediately due and payable without notice and with interest thereon in a rate equivalent to the Event of Default rate set forth in the Note securing this Mortgage. The rights provided for in this paragraph shall be in addition to any other rights or any remedies to which Londer may be entitled on account of the default. Any such wolken by Lander shall not be construed as curing the default as as to be a Londer from any remedy in at it otherwise would have had.

WARRANTY; DEFENSEOFTITLE. The following provisions rolating to ownership of the Real Estate are a part of this Mortgage:

Title. Granter warrants that: (a) Granter holds good and marketable title of record to the Real Estate in five simple free and clear of all lions and anoumbrances other than those set forth in the Real Estate description or investigation in the connection, with this Mortgage, and (b) Granter has the full right, power, and authority to execute and deliver this Mortgage to Londer.

Defense of fulls. Subject to the exception in the paragraph above, Grantor werrants and will forever defend the life to the field Estate against the lawful claims of all persons. In the event any action or preceding is commanced that questions Grantor's liftue or the interest of Lender under this Mortgage, Grantor shall defend the action at Grantor's expense, Grantor may be the acminal party in each proceeding, but Lender shall be entitled to participate in the proceeding and to be represented in the proceeding by counsel of Lender's own choice, and Grantor will deliver, or cause to be delivered, to Lender such instruments as Lender may request from time to time to pertilit such participation.

CompilanceWith Laws, Grantor warrants that the fieal listate and Grantor's use of the Real Estate compiles with all existing applicable laws, additional, and regulations of government authorities.

CONDEMNATION. The following provisions relative to condomination of the Real Estate are a part of this Mortgage:

Application of Net Proceeds. If all or the Real Estate is condemned by eminent domain proceedings or by any proceeding or purchase in lieu of condemnation, Lendermay at its election require that all or any portion of the not proceeds of the award be applied to the indebtedness or the repair or regionation of the front Estate. The not proceeds of the award after payment of all researched costs, expenses, and attorney's feue incurred by Lender in connection with the condemnation.

Propendings. If any proceeding in condemnation is filed. Granter shall promptly notify Lender in writing, and Granter shall promptly lake such steps as may be necessary to defend the action and obtain the award. Granter may be the nominal party in such proceeding, but Lender shall be childed to participate in the proceeding and to be represented in the proceeding by counsel of its own choice, and fraction will deliver or cause to be delivered to Lender such instruments as may be requested by it from time to time to participation.

FULL PERFORMANCE. If Grantor pays all the indabtedness when due, and observes performs all the obligations imposed upon Grantor under this Mortgage, Lender shall execute and deliver to Grantor 3 suitable satisfaction or release of this Mortgage. Grantor will pay any reasonable release fee as determined by Lender from 15.6 to line.

DEFAULT. Each of the following, at the option of Londor, shall constitute an event of defruit ("Event of Default") under this Mortgage:

Default on Indebtedness. Failure of Crantor to make any payment when due on the hid blad oss.

Default on Other Paymenta. Failure of Grantor within the time required by this Mortgage to make any payment for taxes or insurance, or any other payment necessary to prevent liling of or to effect decharge of any tion.

Compliance Default. Failure to comply with any other term, obligation, covenant or condition contained in this Morigage, the Note or in any of the Related Documents.

Breaches Any warranty, representation or statement made or furnished to Londor by or on behalf of Grantor under this Mortgage, the Note or the Related Documents is, or at the time made or furnished was, talse in any material respect.

inscivency. The insolvency of Grantor, appointment of a receiver for any part of Gruntor's property, any assignment for the boneth of creditors, the commencement of any proceeding under any bankruintey or insolvency laws by or against Grantor, or the dissolution or termination of Grantor's existence as a going business (if Grantor is a business).

Foreclosure, Forfeiture, etc. Commencement of foreclosure of forfeiture proceedings, whether by judicial proceeding, self-help, repossession or any other method, by any creditor of Grantor or by any governmental agency against the Foot Estate. However, this subsection shall not apply in the event of a good faith dispute by Grantor as to the validity or reasonableness of the chain which to the basis of the foreclosure or forfeiture

Compilance with Governmental Requirements. Grantorshati promptly comply with all laws, ordinances, and requisitions, now or hereafter in effect, of all governmental authorities applicable to the use or occupancy of the Real Estate. Grantor may content in goodfaith any such law, ordinance, or regulation and withhold compliance during any proceeding, including appropriate appeals, so long as Grantor has notified Lender in writing prior to doing so and so long as, in Lender's sole opinion, Londer's interests in the Real Estate are not jeopardized.Lender may require Grantor to post adequate security or a surety bond, reasonably satisfactory to Lender, to protect tender's interest.

Duty to Project. Grantor agrees neither to abandon nor leave unattended the Real Estate. Grantor shall do all other acts, in middlion to those acts set forth above in this section, which from the character and use of the Real Estate.

DUE ON SALE - CONSENT BY LENDER, Lender may, at its option, declare immediately due and payable 84 sums secured by this Morigage upon the sale or transfer, without the Lender's prior written consent, of all or any part of the Real Estate, or any interest in the Real Estate. A "sale or transfer\*means the conveyance of Real Estate or any right, title or interest therein, whether lugal or equitable; whether voluntary or involuntary; whether by outright sale, deed, instalment sale contract, land contract, contract for deed, lossehold interest with a term greater than three (3) years, losse-option contract, or by sale, assignment, or transfer of any beneficial interest in or to any land trust holding title to the Real Estate of years of the rest interest.

TAXES AND LIEKS. The following provisions rotating to the taxes and tiens on the Real Estate are a part of this Mortgage:

Payment. Crantor chall pay when due (and in all events prior to delinquency) all taxes, payroll taxes, special taxes, assessment, trates charges and sewer service charges levied against or on account of the Roal Estate, and shall pay when due all calms for work done or for services rendered or material furnished to the Real Estate. Grantor shall maintain dur Real Estate free of all tiens having priority over or equal to the interest of Lender under this Mortgago, except for the lien of taxes and assessments not due, and except as provided in the following paragraph.

Fight to Contest. Grantor may withhold payment of any tax, assessment, or claim in connection with a good taith dispute over the obligation to pry, an long as tender's interestin the Real Estate is not jeopardized. If a iten arises or is filed as aresult of nonptivinon, Grantor stall within filteon (16) days after the lien arises or, if a lien is tiled, within filteon (16) days after the discharge of the lien, or if requested by Lender, deposit with Lender cash or a sufficient corporate surety bond or other security satisfactory to Lender in an amount sufficient of discharge the lien plus any costs and attorneys' fees or other charges that could morne as aresult of a foreclosure or sale under the lien. In any contest, Grantor shall deleted itself and Lender and shall satisfy any adverse judgment before enforcement against the Real Estate. Grantor shall name Lender as an additional obliges under any surity bond furnished in the contest proceedings.

Evidence of Payment, Grantor shall upondemand furnition to Lender satisfactory evidence of payment of the taxes or assoraments and shall authorize the appropriate power mental official to deliver to Lender at any time a willion statement of the taxes and assoraments against the Real Estate.

Notice of Construction. Grantor shall notify Lender at least offer (15) days before any work is commenced, any services are furnished, or any materials are supplied to the final Estate. If any mechanic's lien, materialmen's lien, or other lien could be asserted on account of the work, services, or materials. Grantor will upon request of Lender furnish to Lender advance assurances satisfactory to Lender that Grantor oan and will pay the cost of such improvements.

PROPERTY DAMAGE INSURANCE. The following provisions relating to insuring the Past Estate are a part of this Mortgage:

Maintenance of insurance, Grantor shall produce and maintain policies of fire insurance with standard extended coverage endorsoments on a replacement basis for the full insurable value covering all improvements on the Real Estate in an amount sufficient to avoid application of any coincurance clause, and with a stantard mortgage clause in favor of Lunder, Policies shall be written by such insurance companies and in at the form as may containing a stipulation that coverage will not be cancelled or diminished without a minimum of .en (10) days prior written notice to Lender and not containing any disclaimer of the insurer's liability for fallure or give such notice. Should the Real Estate at any time become located in an area designated by the Director of the Esderal Emergency Managument Agency as a special flood frazerd area, Grantor agrees to obtain and maintain Estate Plood insurance, to the extend insurance is required and is or becomes available, for the term of the toan and for the full unpaid principal balance of the loan, or the maximum limit of coverage that is available, whichever is less.

Application of Proceeds. Grantor shall promptly notify Lender of any loss of damage to the Real Estato. Lander may make proof of loss if Grantor fails to do no within filteen(15) days of the casualty. Whether or not Lender's sociality is impalted. Lender may, at its election, apply the proceeds to the reduction of the indebtedriess, payment of any lien affecting the Real Estate, or the restoration and repair of the Real Estate. If Lander elect to apply the proceeds to restoration and repair, Grantor shall repair or replace the damaged of destroyed improvements in a manner satisfactory to Lender, Lender shall upon satisfactory proof of such expenditure, pay or reimburse Grantor from the proceeds for the reasonable cost of repair or restoration if Grantor is not in default hereunder. Any proceeds which have not been disbursed within 180 days after their receipt and which Lender has not committed to the repair or restoration of the Real Estate shall be used first to pay any amount owing to Lender under this Morigage, and the remainder, if any, shall be applied to the principal balance of the indebtedness. If Lender holds any proceeds after payment in full of the indebtedness, such proceeds shall be paid to Grantor.

AMSCELLANEOUS PROVISIONS. The following miscalian sous provisions are a part of this Mortgage:

Amendments. This Mortgage, together with any floiated Documents, constitutes the entire understanding and agreement of the parties as to the matters set forth in this Mortgage. No attention of or amendment to this Mortgage shall be effective unless given in writing and algorid by the party or parties sought to be charged or bound by the alteration oramendment.

Applicable Law. This Mortgage has been delivered to Lender and accepted by Lender in the State of Milnole. This Mortgage shall be governed by and construed in accordance with the laws of the State of Milnole.

Caption Headings. Caption headings in this Mortgage are for convenience purposes only and are not to be used to, interpret or define the provisions of this Mortgage.

Merger. There shall be no merger of the interest or estate created by this Mortgage with any other interest or estate in the Real Entate at any time held by or for the benefit of Lander in any capacity, without the written consent of Lander.

Multiply Parties. All obligations of Granter under this Merigage shall be joint and several, and all references to Granter shall mean each and every Granter. This means that each of the persons signing below is maporisible for all obligations in this Merigage.

Right to Piep y: Grantor agrees that all loan fees and other prepaid finance charges are earned fully as of the date of the Rian and will not be subject to rotund upon early payment (whether voluntary or as a result of default), except to the interest of the interest of

Severability. If a come of compatent jurisdiction finds any provision of this Mortgage to be invalid in unonforceable as to any person or circumstance, such finding shall not render that provision invalid or ununiforceable as to any other process or discumstances. If feasible, any such offending provision shall be deemed to be modified to be within the limits of enforceability or validity; however, if the offending provision cannot be so modified, it shall be stricken and all of the provisions of this Mortgage in all other respects shall remain valid and enforceable.

Successors and Assigns. Subject to the limitations stated in this Mortgage on transfer of Grantor's interest, this Mortgage shall be binding upon and inure to the benefit of the parties, their successors and assigns, it ownership of the fleat Estate become rested in a person other than Grantor, bender, without notice to Grantor, may deal with Grantor's successors with reference to this Mortgage and the indebtedness by way of forbearance or extension without refeasing Grantor from the obligations of this Mortgage or flability under the indebtedness.

Time is of the Essence. Time is of the essence in the performance of this Morigage.

Waiver of itomestes dexemption. Granter hereby releases and welves all rights and benefits of the homestead examption laws of the State of Illinois as to all indebtedness seed of by this Mortgage.

Walvers and Consents, Lender shall not be decimed to have walved on rights under this Mortgage (or under the Folated Documents) unless such waiver is in writing and eighed by Londer. No delay or omission on the past of Lander in exercising any right shall operate as a walver of such right or only other right. A waiver by any party of a provision of this Mortgage shall not constitute a waiver of or propried. The party's right otherwise to demand strict compliance with that provision or any other provision. No prior verye by Lender, nor any course to dealing between Londer and Grantor, shall constitute a waiver of any of Lender's rights or any of Grantor's obligations as to any future transactions. Whenever consent by Lender is required to the Mortgage, the granting of such consent by Lender in any instance shall not constitute continuing consent to superquent instances where such consent is required.

GRANTOR'S LIABILITY: This Morigings is executed by Grantor, not personally but as Trustee as provided above in the exercise of the power and the authority conferred upon and vested in it as such Trustee (and Granter thereby verrants that it possesses (all power and authority to execute this instrument). It is expressly understood and agreed that with the excuption of the foregoing verrantly, notwithstanding anything to the contrary contained heroin, that each and the warrantles, indemnities, representations, coverants, undertakings, and agreements made in this Morigage on it is an indemnities, representations, coverants, undertakings, and agreements of Grantor, are nevertholess each and every one of them made and intended not as personal warranties, indemnities, representations, coverants, undertakings, and agreements by Granter or for the purpose or with the intention of binding Granter personally, and nothing in this Morigage or in the Note shall be construct as creating any liability on the part of Granter personally, and nothing in this Morigage or in the Note shall be construct as creating any liability on the part of Granter personally to pay the Note or any interest that may accrue thereon, or any other indebteliness under this Morigage, all such thability, if any, being expressly waived by Lender and by every person now or hereafter claiming say right or security under this Morigage, and that so far as Granter and its successors personally are concerned, the logic holder or holders of the Note and indebtedness, by the enforcement of the lien created by this Morigage in the manner provided in the Note and horion or by action to enforce the personal liability of any Guaranter.

TAX RESERVS: In addition to the payments called for herein. Grantor shall deposit monthly with Lender a sum equal to 1/12 of the annual feat estate tax bill based upon the has questialiable tax bill as Tax Reserve plus 2 monthly payments for taxes shall be deposited and maintained as a custion at all times. The Tax Reserve shall be recalculated yearly to determine the adequacy of the Tax Reserve. All deposits made pursuant to this tax reserve clause shall be on a Debter-Graditive.

STATE OF THE PARTY OF THE PARTY

proceeding, provided that Grantor gives Lender written notice of such claim and furnishes reserves or a surely bond for the claim satisfactory to Lender.

Breach of Other Agreement. Any breach by Grantor under the terms of any other agreement between Grantor and Lender that is not remoded within any grace period provided therein, including without limitation any agreement concerning any indebtodness or other obligation of Grantor to Lender, whether now or hereafter existing.

Events Affecting Guarantor. Any of the preceding events occurs with respect to any Guarantor of any of the indultedness of such Guarantor dies or becomes incompetent.

RIGHTS AND REMEDIES ON DEFAULT. Upon the occurrence of any Event of Default and at any time thereafter, Londer, at its option, may exercise any one or more of the following rights and remedies in addition to any other rights or remedies provided by law:

Accelerate indebtedness. Lender shall have the right at its option without notice to Grantor to doctare the entire indebtedness immediately due and payable, including any prepayment penalty which Grantor would be required to pay.

Collect Rents. Lender shall have the right, without notice to Grantor, to take passession of the Real Estate and collect the Hents, including amounts past dub and unpaid, and apply the net proceeds, over and above Lender's costs, igains the indebtedness. In furtherance of this right, Lender may require any tenant or other user of the Real Estate to make payments of rent or user fees discribe to Lender, if the Rents are collected by Lender, thun Chantor intervally designates Lender as Grantor's attention-lends to endorse instruments received in payment thereof in the number of Grantor and to negotiate the same and collect the proceeds. Payments by tenants or other users to Lender in response to Lender's demand shall satisfy the obligations for which the payments are made, whether or not any proper grounds for the demand existed. Lender may exercise its rights under this subparagraph either the person, by agent, or through a receiver.

Mortgages in Possestion, condershall have the right to be pieced as mortgages in possestion or to have a receiver appointed to take possession of all or any part of the Real Estate, with the power to protect and preserve the field Estate, to operate the field preceding foreclosure or sale, and to collect the Renie from the Real Estate and apply the proceeds over and above the cost of the receivership, against the indebtodness. The mortgages in possession or receiver may serve without bond. Lander's right to the appointment of a receiver shall exist whether or not the apparent value of the Real Estate exceeds the indebtodness by a substantial amount. Employment by Lander shall not directally a person from serving as a receiver.

Judicial Foresteaure. Londer may obtain a judicial decree forestoring Granton's interest in all or any part of the Roal Estate.

Deficiency Judgment, London may obtain a judgment for any deficiency remaining in the indebtedness due to Lender after application of all amounts received from the exercise of the rights provided in this section.

Other Remedies, funder shall have all other rights and remedies provided in this Mongage or the Note available at law or in equity.

Sale of the Property. In exercising its rights and remedies, Lender that be free to sell ail or any part of the fleat Estate together or separately, in one sale or by separate sale Lender shall be entitled to bid at any public sale on all or any portion of the Real Estate.

Waiver: Election of Remedies. A waiver by any party of a breach of a provision of this Mongage shall not constitute a waiver of or prejudice the party's rights otherwise to demand struct compliance with that provision or any other provision. Election by Lender to pursue any remedy shall not exclude pursue of any other remedy, and an election to make expenditures or take action to perform an obligation of Grant's under this Montage after failure of Grantor to perform shall not affect Lender's right to declare a default are exercise its remedies under this Montage.

Atternays' Fees; Expenses, it Lenderinstitutes any soit or action to enforce any n. "...a terms of this Mortgage, Lander shall be entitled to recover such sum as the court may adjudge reasonable an atternay's isen, at trial and on any appeal. Whether or not any court action is involved, all reasonable expenses (nowned by Lender that in Lender's opinion are necessary at any time for the protection of its interest of the endergement of its rights shall become a part of the indebtedness payable on demand and shall bear interest troin the date of expenditure until repaid at the Note rule. Expenses covered by this paragraph include, without similation, Lender's attorneys' tees and Lender's legal expenses whether or not there is a lawsuit, including attorneys' tees for bankupley proceedings (including efforts to modify or vacate any automatic stay or injunction), appeals and any anticipated post-judgment collection services, the cost of searching records, obtaining title reports (including loss) ourselves, surveyors'reports, and appraisal fees, and title insurance, Grantor also will pay any dourt costs, in addition to all other sums provided by law.

NOTICES TO GRANTOR AND OTHER PARTIES, Any notice under this Mortgage, including without limitation any notice of sale to Grantor, shall be in writing and shall be effective when actualty delivered or, if mailed, shall be deemed effective when deposited in the United States mail first class, registered mail, postage prepaid, directed to the addresses shown near the beginning of this Mortgage. Any party may change its address for notices under this Mortgage by giving formal written notice to the other parties, ejectiving that the purpose of the notice is to change the party's address. All copies of notices of foreclosure from the holder of any lien which has priority over this Mortgage shall be cent to Lender's address, as shown near the beginning of this Mortgage. For notice purposes, Grantor agrees to keep Lender informed at all times of Grantor's current address.

# 988233868

# UNOFFICIAL COP Transpolitin Bank and Trust Successor Trustom to Commopolitin National Bank of Chicago

retationable and the Londor shall not be obligated to pay any interest thereon, same being specifically waived by Grantor, Londor does not assume the obligation of paying the real estate taxes, and it shall remain Grantor's obligation to secure such funds from the reserve to pay such taxes when due, or in fleu thereof, Grantor shall establish an interest bearing pludged savings account in accordance with the provisions of Illinois Compiled Statutes, Chapter 785, Paragraph 910/6.

The Cosmopolism National Bank of Chicago ACKNOWLEDGEMAYING MEAD ALL THE PROVISIONS OF THIS MORTGAGE, AND NOT PERSONALLY. BUT AS TRUSTEE AS PROVIDED ABOVE, HAS CAUSED THIS MORTGAGE TO BE SIGNED BY ITS DULY AUTHORIZED OFFICERS AND ITS CORPORATE BEAL TO BE HEREUNTO AFFIXED.

GRANTOR:	
The Cosmopolitan National Bank of Chic	ego as Trustee and not personally
For signatures and excu	ilpatory provisions, see rider hereto attached which is
BY: incorporated herein and	
TRUST OFFICE	A
(Altos)	•
Asulatan	t Sacretary
This Mortgage was prepared b	y: Charles A. Greenstein 6401 N. Lincoln Avenue Lincolnwood, illinois 60646
	ACKNOWLEDGMENT
STATE OF ILLINOIS )	4
SS	
j i	0.
COUNTY OF COOK )	U <sub>h</sub>
that the above named Trust Officer Bank of Chicago Granter, personall subscribed to the foregoing instrespectively, appeared before me to delivered the said instrument as the act of said Company for the used Secretary then and there acknowledged corporate sent of said Company, cau instrument as said Assistant Secretary	and for the County and State alcresald, DO HEREBY CERTIFY, and Assistant Secretary of the The Cosmopolitan Nationally known to me to be the seme persons whose names are rument as such Trust Officer and Assistant Secretary this day in person and acknowledged that they signed and air own free and voluntary act and as the free and voluntary and purposes therein set forth; and the said Assistant edged that said Assistant Secretary, as pustedian of the said the corporate seal of said Company to re-affixed to said retary's own free and voluntary act and as the free and se uses and purposes therein set forth.
Given under my hand and Notarial Sea	I thisday ot, 19
Notarial Seat	Notary Public

S. Gabriel

\*

Property of Coot County Clerk's Office

	A
UNOFFICIAL COPY	
whis mortgage is executed by COSHOPOLITAN BANK AND TRUST, not personally but as Trustas aforesaid, in the exercise of the power and authority conferred upon and vestigate as such Trustee, (and said COSHOPOLITAN BANK AND TRUST hereby warrants the	ed in
possesses full power and authority to execute this instrument) and it is expression and according herein or in said note contained shall be constained and agreed that nothing herein or in said note contained shall be constained any liability on the said COSMOPOLITAN BANK AND TRUST, either individual or as Trustee aforesaid, personally to pay said note or any interest that may according or any indebtedness accruing hereunder, or to perform any covenant element.	noly rued ally crue
express or implied herein contained all such liability if any, being expressly we by the Mortgagee and by every person now or hereafter claiming any right or secuherentee, and that so far as COSMOPOLITAN BANK AND TRUST, either individually contentee as afcressid, or its successors, personally are concerned, the legal holds	ived rity or as
holders shall look solely to the payment thereof, by the enforcement of the to the premises hereby conveyed for the payment thereof, by the enforcement of the hereby created in the manner herein and in said note provided or by action to enforce the personal lightlity of the guarantor, if any.	lien orce
IN WITHESS WHEREOF, COSMOPOLITAN BANK AND TRUST not personally, but as Truste aforesaid, has gaused these presents to be signed by its V.P. & Trust Office and its corporate seal to be hereunto affixed and attested by its Land Trust Administrator this 12 day of March , 19 96 .	• 48 20
Cosmopolitan eank and trust, as trustee as aforesaid & not lersonally	
BYI Taturk M. Clarke BYI And a. Whit	
Land Trust Administrator V.P. 6 Trust Officer	
STATE OF ILLINOIS) ) SS COUNTY OF COOK )	
I, the undersigned, a Notary Public In and for the County and State aforesaid HEREBY CERTIFY that the above named Gersid A, Wiel and Patrick M. Clarke of COSMOPOLITAN BANK AND THEST, personally known	, DO
me to be the same persons whose names are subscribed to the freegoing instrument out to be the same persons whose names are subscribed to the freegoing instrument out to be the same persons whose names are subscribed to the freegoing instrument out to be the same person and Land Trust Administrate respectively, appeared before me this day in person and act nowledged that	n to t as
signed and delivered the said instrument as their own free and voluntary act and an free and voluntary act of said COSMOPOLITAN BANK AND TRUST for the user and pury therein set forth, and the said Land Trust Administrator them and tacknowledged that said Land Trust Administrator is own free and voluntary act of said COSMOPOLITAN BANK AND TRUST for the uses purposes therein set forth.	the lones here
GIVEN under my hand and Notarial Seal this 12 day of March , 19 96.	
Bush & Ofa.	
Nothery Public	

Property or Coot County Clerk's Office