

# UNOFFICIAL COPY

96845443

496026530  
MORTGAGE

THIS INDENTURE WITNESSETH that the undersigned DuPage National Bank not personally but as TTE U/T/A 1/9/90 and known as Trust #1563

DEPT-01 RECORDING \$27.00  
T#0012 TRAN 2963 11/05/96 10:33:00  
#2458 DT \*-96-845443  
COOK COUNTY RECORDER

of West Chicago,  
County of DuPage,  
State of Illinois hereinafter

referred to as the Mortgagors, do hereby convey and Warrant to the OAK TRUST AND SAVINGS BANK, an Illinois Banking Corporation having an office and place of business at 1000 N. Rush Street, Chicago, IL 60611, hereinafter referred to as the Mortgagee, the following real estate situate in the County of Cook, State of Illinois, to wit:

THE NORTH 15 FEET OF LOT 19 AND LOT 18 (EXCEPT THE NORTH 7 1/2 FEET THEREOF) IN BLOCK 11 IN WALTER G. MCINTOSH'S METROPOLITAN 'L' SUBDIVISION OF THAT PART OF THE SOUTHEAST 1/4 LYING NORTH OF THE SOUTH 1271.3 FEET OF THE SOUTH 300 ACRES OF SECTION 19, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

P.I.N.#16-19-410-039

1846 S. CLARENCE  
BERWYN, ILLINOIS

2700  
me

TOGETHER with all buildings and improvements now or hereafter erected thereon and all appurtenances, apparatus and fixtures and the rents, issues and profits thereof, of every name, nature and kind.

TO HAVE AND TO HOLD the said property unto said Mortgagee forever, for the uses and purposes herein set forth, free from all rights and benefits under the Homestead Exemption laws of the State of Illinois, which said rights and benefits said Mortgagors do hereby release and waive.

This Mortgage is given to secure: (1) The payment of a certain indebtedness payable to the order of the Mortgagee, evidenced by the Mortgagors' Note of even date herewith in the Principal sum of THIRTY FIVE THOUSAND AND NO/100 and no/100 Dollars (\$35,000.00), together with interest in accordance with the terms thereof; (2) any additional advances made by Mortgagee to the Mortgagors or their successors in title, prior to the cancellation of this mortgage, and the payment of any subsequent Note evidencing the same, in accordance with the terms thereof. It is provided, however, that the total indebtedness outstanding at any one time and secured hereby shall in no event exceed THIRTY FIVE THOUSAND AND NO/100 and no/100 Dollars (\$35,000.00).

It is the intention hereof to secure the payment of the total indebtedness of the Mortgagors to the Mortgagee within the limits prescribed herein whether the entire amount shall have been advanced to the Mortgagors at the date hereof or at a later date or having been advanced shall have been paid in part and future advances thereafter made. All such future advances so made shall be liens and shall be secured by this mortgage, and it is expressly agreed that all such future advances shall be liens on the property herein described as of the date hereof.

THE MORTGAGORS COVENANT: (1) The term "indebtedness" as herein used shall include all sums owed or agreed to be paid to the Mortgagee by the Mortgagors or their successors in title, either under the terms of said Note as originally executed or as modified and amended by any subsequent Note, or under the terms of this mortgage or any

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BOX 333-CTI

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Mail to: OAK TRUST AND SAVINGS BANK  
1000 N. Rush Street  
Chicago, Illinois 60611

*Prepared by*

Given under my hand and Notarial Seal this \_\_\_\_\_ day of \_\_\_\_\_, A.D. \_\_\_\_\_

I, a Notary Public, in and for the said county in the state aforesaid do hereby certify that \_\_\_\_\_ personally known to me to be the same person(s) whose name(s) subscribed to the foregoing instrument appeared before me this day in person and acknowledged that \_\_\_\_\_ signed, sealed and delivered the said instrument as \_\_\_\_\_ own free and voluntary act for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

STATE OF ILLINOIS  
COUNTY OF \_\_\_\_\_ } SS.

*M. J. ...*  
President/Trust Officer (Seal)  
Asst. Secretary (Seal)

15TH day of \_\_\_\_\_ OCTOBER, A.D. 1996. SEE ATTACHED EXCURPATORY RIDER. Dufage National Bank, U/T dated 1/9/90 aka Trust #1563, as Trustee and not personally. BY: \_\_\_\_\_ (Seal)

IN WITNESS WHEREOF the Mortgageors have hereunto set their hands and seals this \_\_\_\_\_ day of \_\_\_\_\_, A.D. 1996. If there be only one mortgageor, all plural words herein referring to Mortgageors shall be construed in the singular.

supplement thereto or otherwise; (2) To repay to the Mortgagee the indebtedness secured hereby, whether such sums shall have been paid or advanced at the date hereof or at any time hereafter; (3) To pay when due all taxes and assessments levied against said property or any part thereof, and to deliver receipts therefor to the Mortgagees promptly upon demand; (4) To keep the buildings and improvements situated on said property continually insured against fire and such other hazards, in such amount and with such carrier as the Mortgagee shall approve, with loss payable to the Mortgagee as its interest may appear; (5) Neither to commit nor to suffer any strip, waste, impairment or deterioration of the mortgaged premises or any part thereof, and to maintain the mortgaged premises in good condition and repair; (6) To comply with all applicable laws, ordinances, rules and regulations of the nation, state and municipality, and neither to use nor permit the property to be used for any unlawful purpose; (7) To keep the mortgaged premises free from liens superior to the lien of this mortgage, except as aforesaid, and to pay when due any indebtedness which may be secured by lien or charges on the premises superior to the lien hereof; (8) That no sale or conveyance of said property will be made without the prior written consent of the Mortgagee; (9) That time is of the essence of this mortgage and of the Note secured hereby and no waiver of any right or obligation hereunder or of the obligations secured hereby shall at any time thereafter be held to be a waiver of the terms hereof, or of any Note secured hereby, and that the lien of this mortgage shall remain in full force and effect during any postponement or extension of the time of payment of the indebtedness or any part thereof secured hereby. (10) That in the event the ownership of the mortgaged premises or any part thereof may vest in a person or persons other than the Mortgagee, the Mortgagee may, without notice to the Mortgagee deal with such successor(s) in interest as with Mortgagee; (11) That upon the commencement of any foreclosure proceeding hereto the court in which such suit is filed may at any time, either before or after sale and without notice to the Mortgagee, appoint a receiver with power to manage, rent and collect the rents, issues and profits of said premises during the pendency of such foreclosure suit, and the statutory period of redemption, and such rents, issues and profits, when collected either before or after any foreclosure sale, may be applied toward the payment of the indebtedness or any deficiency decree, costs, taxes, insurance or other items necessary for the protection and preservation of the property, including the expenses of such receiver; and upon foreclosure and sale of said premises there shall first be paid out of the proceeds of such sale a reasonable sum for plaintiff's attorneys' fees and all expenses of advertising, selling and conveying said premises, all sums advanced for court costs, any taxes or other liens or assessments, or title costs, master's fees and costs of procuring or completing an abstract of title, title guaranty policy or Torrens Certificate showing the complete title of said premises, including the foreclosure decree and Certificate of Sale; there shall next be paid the indebtedness secured hereby, and finally the surplus, if any, shall be returned to the Mortgageors. The purchaser at said sale shall have no duty to see to the application of the purchase money.

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## EXCULPATORY RIDER

This instrument is executed by DuPage National Bank as Trustee under the provisions of a Trust Agreement dated January 9, 1990, and known as Trust no. 1563, not personally, but solely as Trustee aforesaid, in the exercise of the power and authority conferred upon and vested in it as such Trustee. This instrument is executed and delivered by the Trust solely in the exercise of the powers expressly conferred upon the Trustee under the Trust and upon the written direction of the beneficiaries and/or holders of the power of direction of said Trust and DuPage National Bank warrants that it possesses full power and authority to execute this instrument. It is expressly understood and agreed by and between the parties hereto, anything herein to the contrary notwithstanding, that each and all of the representations, warranties, covenants, undertakings and agreements herein made on the part of the trustee while in form purporting to be the said representations, warranties, covenants, undertakings and agreements of said Trustee are each and every one of them not made with the intention of binding DuPage National Bank in its individual capacity, but are made and intended solely for the purpose of binding only that portion of the Trust property specifically described herein. No personal liability or personal responsibility is assumed by or nor shall at any time be asserted or enforceable against DuPage National Bank on account of any representations, Warranties, (including but not limited to any representations and/or warranties in regards to potential and/or existent Hazardous Waste) covenants, undertakings and agreements contained in the instrument, (including but not limited to any indebtedness accruing plus interest hereunder) either express or implied or arising in any way out of the transaction in connection with which this instrument is executed, all such personal liability or responsibility, if any, being expressly waived and released, and any liability (including any and all liability for any violation under the Federal and/or State Environmental or Hazardous Waste laws) hereunder being specifically limited to the Trust assets, if any, securing this instrument. Any provision of this instrument referring to a right of any person to be indemnified or held harmless, or reimbursed by the Trustee for any costs, claims, losses, fines, penalties, damages, costs of any nature including attorney's fees and expenses, arising in any way out of the execution of this instrument or in connection thereto are expressly waived and released by all parties to and parties claiming, under this instrument. Any person claiming or any provision of this instrument referring to a right to be held harmless, indemnified or reimbursed for any and all costs, losses and expenses of any nature, in connection with the execution of this instrument, shall be construed as only a right of redemption out of the assets of the Trust. Notwithstanding anything in this instrument contained, in the event of any conflict between the body of this exoneration and the body of this instrument, the provisions of this paragraph shall control. Trustee being fully exempted, nothing herein contained shall limit the right of any party to enforce the personal liability of any other party to this instrument.

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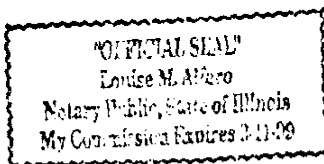
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State of Illinois  
County of DuPage

I, the undersigned, a Notary Public in and for said County <sup>of</sup> in the State  
aforesaid, DO HEREBY CERTIFY, that Roy E. Curran, President/Trust Officer  
of the DuPage National Bank, and Susan Dierking,  
Asst. Secretary

of said Company, who are personally known to me to be the same persons whose names  
are subscribed to the foregoing instrument as such President/Trust Officer  
and Asst. 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 Company, as  
Trustee as aforesaid for the uses and purposes therein set forth; and the said  
Asst. Secretary then and there acknowledged that he, as custodian of  
the corporate seal of said Company, did affix the corporate seal of said Company  
to said instrument as his own free and voluntary act and as the free and voluntary  
act of said Company, as Trustee as aforesaid, for the uses and purposes therein  
set forth,

Given under my hand and notarial seal, this 15th day of October,  
19 96.



Louise M. Alfano  
Notary Public

CLERK OF COOK COUNTY CLERK'S OFFICE

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