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Success National Bank

**Land Trust
Mortgage**

DEPT-01 RECORDING \$29.00
T#0012 TRAN 9017 02/05/96 12:01:00
#5174 ÷ CG *-96-094629
COOK COUNTY RECORDER

The above space for RECORDER'S OFFICE ONLY

THIS INDENTURE, Made January 24, 1996. Witnesseth, that the under-
signed American National Bank & Trust Company of Chicago, not personally but as Trustee under the pro-
visions of a Deed or Deed in Trust duly recorded and delivered to said Trustee in pursuance of a Trust Agreement dated
12/1/93 and known as its Trust Number 117763-09, hereinafter referred to as the Mortgagors, does hereby
Convey and Mortgage to Success National Bank, a National Banking Association, having its main office and place of business in
Lincolnshire, Illinois, hereinafter referred to as the Mortgagee, the following real estate situated in the County of
Cook, State of Illinois, to-wit:

as per attached Schedule A

This instrument does not affect to whom the tax
bill is to be paid. All the above no tax bill
Information herein is required to be recorded with
this instrument.

98094629

TOGETHER with all the 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.

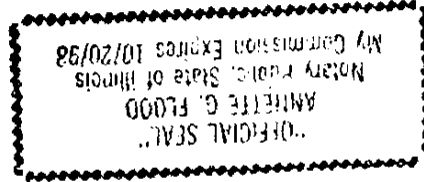
THIS MORTGAGE consists of four (4) pages. The covenants, conditions and provisions appearing on page 2, 3, & 4
are incorporated herein by reference and are a part hereof and shall be binding on the Mortgagors, their heirs, successors and
assigns.

BOX 333-CTI

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1. Mortgages shall (1) promptly repair, restore or rebuild any buildings or improvements now or hereafter on the premises which may become damaged or be destroyed; (2) keep said premises in good condition and repair, without waste, and free from mechanics or other liens or claims for lien not expressly subordinated to the lien thereof; (3) pay when due any indebtedness which may be secured by a lien or charge on the premises superior to the lien hereof; and upon request exhibited satisfactory evidence of the discharge of such prior lien to the Mortgagee; (4) complete within a reasonable time any building or buildings now or at any time in process of erection upon said premises; (5) comply with all requirements of law or municipal ordinances with respect to the premises and the use thereof; (6) make no material alterations in said premises except as required by law or municipal ordinance.

THE COVENANTS, CONDITIONS AND PROVISIONS REFERRED TO ON PAGE 1 (THE REVERSE SIDE OF THIS MORTGAGE)



Notary Public
Annette G. Flood
19 98

Given under my hand and Notarial Seal this 29th day of Jan 19 98

of said Company for the uses and purposes therein set forth. said Company caused the corporate seal of said Company to be affixed to said instrument as said officers own free and voluntary act and delivered the said instrument as their own free and voluntary act and as the free and voluntary act of said Company for the uses and purposes therein set forth; and the said officers then and there acknowledge that the said officers as custodian of the corporate seal of the foregoing instrument as such officers respectively, appeared before me this day in person and acknowledged that they signed and of the AMC BANK (Grantor, personally known to me to be the same persons whose names are subscribed to the above named officers and State aforesaid, DO HEREBY CERTIFY, that the above named officers

As Trustee as if personal and not personally,
P. JOHANSSON
Trust Officer
Ass. Sec'y J.M. WHELAN

STATE OF ILLINOIS
CORPORATE SEAL
CO. OF (C) 1998

signed and its corporate seal to be hereunto affixed and attested on the day and year first above written.

IN WITNESS WHEREOF, the undersigned Trustee, not personally but as a Trustee as aforesaid, has caused these presents to be signed and its corporate seal to be hereunto affixed and attested on the day and year first above written.

THIS MORTGAGE is executed by the undersigned trustee, not personally but as a Trustee aforesaid, in the exercise of the power and authority conferred upon and vested in it as such Trustee, and said Trustee, hereby warrants that it possesses full power and authority to execute this instrument and it is expressly understood and agreed that nothing herein or in said note contained shall be construed as creating any liability on the part of the undersigned Trustee, not personally but as a Trustee aforesaid, in the exercise of the power and authority conferred upon and vested in it as such Trustee, and it is expressly understood and agreed that nothing herein or in said note contained shall be construed as waiving by the Mortgagee, or to perform any other express or implied herein contained, all such liability, if any, being expressly waived by the Mortgagee and by every person or hereafter claiming any right to security hereunder, and that so far as the said Trustee personally is concerned, the legal holder or holders of the said note and any indebtedness accruing hereunder shall look solely to the premises hereby conveyed for the payment thereof, by the enforcement of the lien hereby created, in the manner herein and in said note provided or by action to enforce the personal liability of the grantor or co-maker, if any.

Advances to Mortgages. Such Future Advances, with interest thereon, shall be secured by this Mortgage when evidenced by promissory notes stating that said notes are secured hereby. At no time shall the principal amount of the indebtedness secured by this Mortgage, nor including sums advanced in accordance herewith to protect the security of this Mortgage, exceed the original amount of the Note plus U.S. \$ 500.00.

(2) Future Advances. Upon request of Mortgages, Lender at Lender's option prior to release of this Mortgage, may make Future Advances to pay a "Late Charge" equal to FIVE PERCENT (5%) of the monthly payment then due and owing.

In the event that any monthly installment of interest is not paid within ten (10) days after the date the same is due, Mortgages shall be deemed to be in default and the rate of interest shall be increased to the rate of 14.25 per cent per annum.

Interest on the principal balance remaining from time to time unpaid shall be payable prior to maturity at the rate of 9.25 per cent per annum and after maturity at the rate of 14.25 per cent per annum.

Interest on the principal balance remaining from time to time unpaid shall be payable prior to maturity at the prime lending rate of per cent per annum plus per cent per annum for its successors plus per cent per annum over the said prime lending rate, and after maturity, at the said prime lending rate plus per cent per annum over the said prime lending rate, provided however, that said interest rate in no event shall be less than per cent per annum.

In the event that any increase or decrease of the rate of interest shall be effective as of the date of the said prime lending rate change.

(1) The payment of a certain indebtedness payable to the order of the Mortgagee, evidenced by the Mortgages Note of even date herewith in the principal sum of SIX HUNDRED NINETEEN THOUSAND FIVE HUNDRED AND NO/100 Dollars (\$ 619,500.00) with a final payment due on March 1, 1999 together with interest as follows, and all renewals, extensions, or modifications thereof:

619,500.00

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the solvency or insolvency of mortgagors at the time of application for such receiver and without regard to the then value of the premises or whether the same shall be then occupied as a homestead or not, and the Mortgagee may be appointed as such receiver. Such receiver shall have power to collect the rents, issues and profits of said premises during the pendency of such foreclosure suit and, in case of a sale and a deficiency, during the full statutory period of redemption, whether there be redemption or not, as well as during any further times when Mortgagors, except for the intervention of such receiver, would be entitled to collect such rents, issues and profits, and all other powers which may be necessary or are usual in such cases for the protection, possession, control, management and operation of the premises during the whole of said period. The Court from time to time may authorize the receiver to apply the net income in his hands in payment in whole or in part of: (1) The indebtedness secured hereby, or by any decree foreclosing this Mortgage, or any tax, special assessment or other lien which may be or become superior to the lien hereof or of such decree, provided such application is made prior to foreclosure sale; (2) the deficiency in case of a sale and deficiency.

13. No action for the enforcement of the lien or of any provision hereof shall be subject to any defense which would not be good and available to the party interposing same in an action at law upon the note hereby secure.

14. The Mortgagee shall have the right to inspect the premises at all reasonable times and access thereto shall be permitted for that purpose.

15. The Mortgagors shall periodically deposit with the Mortgagee such sums as the Mortgagee may reasonably require for payment of taxes and assessments on the premises. No such deposit shall bear any interest.

16. If the payment of said indebtedness or any part thereof be extended or varied or if any part of the security be released, all persons now or at any time hereafter liable therefor, or interested in said premises, shall be held to assent to such extension, variation or release, and their liability and the lien and all provisions hereof shall continue in full force, the right of recourse against all such persons being expressly reserved by the Mortgagee, notwithstanding such extension, variation or release.

17. Mortgagee shall release this Mortgage and lien thereof by proper instrument upon payment and discharge of all indebtedness secured hereby and payment of a reasonable fee to Mortgagee for the execution of such release.

18. This Mortgage and all provisions hereof, shall extend to and be binding upon Mortgagors and all persons claiming under or through Mortgagors, and the word "Mortgagor" when used herein shall include all such persons and all persons liable for the payment of the indebtedness or any part thereof whether or not such persons shall have executed the note of this Mortgage. The word "Mortgagee" when used herein shall include the successors and assigns of the Mortgagee named herein and the holder or holders, from time to time, of the note secured hereby.

19. The mortgagor (or beneficial owner) will not transfer, assign or in any way hypothecate or attempted to transfer, assign or hypothecate their right, title, interest or any beneficial interest in the property securing this Note without first obtaining the written consent of the holder. Upon any transfer, assignment or hypothecation of mortgagors right, title or interest to the property therein securing the Note, without the previous written consent of the holder, the principal balance remaining at the time of such transfer, assignment or hypothecation shall at the option of the holder immediately become due and payable. The acceptance of any payment after such transfer, assignment or hypothecation shall not be construed as the consent of a holder to such assignment, transfer or hypothecation nor shall it affect the right to proceed with such action as the holder shall deem necessary.

20. The Mortgagors shall provide to the Bank a personal financial statement on the Bank's form on an annual basis. The Mortgagors shall provide to the Bank a complete copy of all income tax returns within thirty (30) days of required filing date.

FOR THE RECORDER'S INDEX PURPOSES INSERT STREET ADDRESS OF ABOVE DESCRIBED PROPERTY HERE

2003,2005,2007 Maple St. Evanston, Il. 60202

Reference: North Shore Development Group, Ltd.

Place in Recorder's Box

MAIL TO Success National Bank/Hazlett/Hunter

One Marriott Dr.

No.

Lincolnshire, Il. 60069

This document prepared by:

Barbara Taylor,

Success National Bank, One Marriott Drive, Lincolnshire, Il. 60069

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2. Mortgagees shall pay before any penalty attaches all general taxes, and shall pay special taxes, special assessments, water charges, sewer service charges and other charges against the premises when due, and shall, upon written request, furnish to the Mortgagee duplicate receipts therefor. To prevent default hereunder Mortgagees shall pay in full under protest, in the manner provided by statute, any tax or assessment which Mortgagees may desire to contest.

3. In the event of the enactment after this date of any law of Illinois deducting from the value of land for the purpose of taxation any lien thereon, or imposing upon the Mortgagee the payment of the whole or any part of the taxes or assessments or charges or liens herein required to be paid by Mortgagees, or changing in any way the laws relating to the taxation of Mortgagees or debts secured by Mortgagees or the Mortgagee's interest in the property, or the manner of collection of taxes, so as to affect this Mortgage or the debt secured hereby, or the holder thereof, then and in any such event, the Mortgagees, upon demand by the Mortgagee, shall pay such taxes, or reimburse the Mortgagee herefor, provided, however, that if in the opinion of counsel for the Mortgagee (a) it might be unlawful to require the Mortgagees to make such payment or (b) the making of such payment might result in the imposition of interest beyond the maximum amount permitted by law, then and in such event, the Mortgagee may elect, by notice in writing given to the Mortgagees, to declare all of the indebtedness secured hereby to be and become due and payable sixty (60) days from the giving of such notice.

4. If, by the laws of the United States of America or of any state having jurisdiction in the premises, any tax is due or becomes due in respect of the issuance of the note hereby secured, the Mortgagees covenant and agree to pay such tax in the manner required by any such law. The Mortgagees further covenant to hold harmless and agree to indemnify the Mortgagee, and the Mortgagee's successors or assigns, against any liability incurred by reason of the imposition of any tax on the issuance of the note secured hereby.

5. The Mortgagee hereby waives any and all rights of redemption from sale under any order or decree of foreclosure of this Mortgage on its own behalf and on behalf of each and every person, except decree or judgment creditors of the mortgagee, acquiring any interest in or title to the premises subsequent to the date of this Mortgage. This paragraph is operative where allowed by Illinois Statutes.

6. Mortgagees shall keep all buildings and improvements now or hereafter situated on said premises insured against loss or damage by fire, lightning and explosion under policies providing for payment by the insurance companies of moneys sufficient either to pay the cost of replacing or repairing the same or to pay in full the indebtedness secured hereby, all in companies satisfactory to the Mortgagee under insurance policies payable in case of loss or damage, to Mortgagees, such rights to be evidenced by the standard Mortgage clause to be attached to each policy, and shall deliver renewal policies, including additional and renewal policies, to the Mortgagee, and in case of insurance about to expire, shall deliver renewal policies not less than ten (10) days prior to the respective dates of expiration.

7. In case of default thereon, Mortgagee may, but need not, make any payment or perform any act hereinbefore required of Mortgagees in any form and manner deemed expedient, and may, but need not, make full or partial payments of principal or interest on prior encumbrances, if any, and purchase, exchange, compromise or settle any tax lien or other prior lien or title or claim thereon, or redeem from any tax sale or forfeiture and pay all expenses and costs of foreclosure and any other moneys advanced by Mortgagee to protect the Mortgagee's premises and the hereon, shall be so much additional indebtedness secured hereby and shall become immediately due and payable without notice and with interest thereon at the post maturity rate of the note hereby secured. Inaction of Mortgagee shall never be considered as a waiver of any right accruing to the Mortgagee on account of any default hereunder on the part of the Mortgagees.

8. The Mortgagee making any payment hereby authorized relating to taxes or assessments, may do so according to any bill, statement, or estimate procured from the appropriate public office without inquiry into the accuracy of such bill, statement, or estimate of into the validity of any tax, assessment, sale, forfeiture, tax lien or other claim thereon.

9. Mortgagees shall pay each item of indebtedness herein mentioned, both principal and interest, when due according to the terms hereof, at the option of the Mortgagee and without notice to the Mortgagees, all unpaid indebtedness secured by this Mortgage shall, notwithstanding anything in the note or in this Mortgage, to the contrary, accruing due and payable (a) immediately in the case of default in making payment of any installment of principal or interest on the note, or (b) when default shall occur and continued for three (3) days in the performance of any other agreement of the Mortgagees herein contained.

10. When the indebtedness hereby secured shall become due, whether by acceleration or otherwise, Mortgagee shall have the right to foreclose the lien hereof. In any suit to foreclose the lien hereof, there shall be allowed, not included as additional indebtedness in the decree for sale all expenditures and expenses which may be paid or incurred by or on behalf of Mortgagee for attorneys' fees, appraiser's fees, outlays for documentary and expert evidence, stenographers' charges, publications, costs and costs (which may be estimated as to items to be expended after entry of the decree) of procuring all such abstracts of title, title searches, and examinations, title insurance policies, foreman certificates and similar data and assurances with respect to title as Mortgagee may deem to be reasonably necessary either to prosecute such suit or to evidence to bidders at any sale which may have been or be made in such decree the true condition of the title to or the value of the premises. All expenditures and expenses of the nature in this paragraph mentioned shall become so much additional indebtedness secured hereby, and immediately due and payable, with interest thereon at the post maturity rate of the note hereby secured when paid or incurred by Mortgagee in connection with (a) any proceeding, including probate and bankruptcy proceedings, to which the Mortgagee shall be a party, either as plaintiff, claimant or defendant, by reason of this Mortgage or any indebtedness hereby secured, or (b) preparations for the commencement of any suit for the foreclosure hereof after accrual of such right to foreclose whether or not actually commenced; or (c) preparations for the defense of any actual or threatened suit or proceeding which might affect the premises or the security hereof.

11. The proceeds of any foreclosure sale of the premises shall be distributed and applied in the following order of priority: first, on account of all costs and expenses incident to the foreclosure proceedings, including all such items as are mentioned in the preceding paragraph hereof; second, all other liens which under the terms hereof constitute secured indebtedness additional to that evidenced by the note, with interest thereon as herein provided; third, all principal and interest remaining unpaid on the note; fourth, any overplus to Mortgagees, their heirs, legal representatives or assigns, as their rights may appear.

12. Upon or at any time after the filing of a complaint to foreclose this Mortgage the court in which such complaint is filed may appoint a receiver of said premises. Such appointment may be made either before or after the sale, without notice, without regard to

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SCHEDULE A

PARCEL 1: 2003 MAPLE AVENUE, EVANSTON, ILLINOIS

THE NORTH 26.66 FEET OF THE SOUTH 54.76 FEET OF LOT 2 IN NORTH SHORE DEVELOPMENT SUBDIVISION OF LOT 16 (EXCEPT THE SOUTH 144.0 FEET THEREOF AND EXCEPT THE EAST 12.0 FEET THEREOF), THE NORTH 36.0 FEET OF LOT 17, AND THE WEST 3.0 FEET OF THE SOUTH 144.0 FEET OF LOT 17, AND ALL OF LOT 18 IN BLOCK 2 OF WHEELER AND OTHERS SUBDIVISION OF THAT PART OF THE NORTH 1/2 OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 18, TOWNSHIP 41 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

P.I.N # 11-18-104-038-0000

PARCEL 2: 2005 MAPLE AVENUE, EVANSTON, ILLINOIS

THE NORTH 26.66 FEET OF THE SOUTH 81.42 FEET OF LOT 2 IN NORTH SHORE DEVELOPMENT SUBDIVISION OF LOT 16 (EXCEPT THE SOUTH 144.0 FEET THEREOF AND EXCEPT THE EAST 12.0 FEET THEREOF), THE NORTH 36.0 FEET OF LOT 17, AND THE WEST 3.0 FEET OF THE SOUTH 144.0 FEET OF LOT 17, AND ALL OF LOT 18 IN BLOCK 2 OF WHEELER AND OTHERS SUBDIVISION OF THAT PART OF THE NORTH 1/2 OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 18, TOWNSHIP 41 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

P.I.N # 11-18-104-038-0000

PARCEL 3: 2007 MAPLE AVENUE, EVANSTON, ILLINOIS

THE NORTH 26.75 FEET OF THE SOUTH 108.17 FEET OF LOT 2 IN NORTH SHORE DEVELOPMENT SUBDIVISION OF LOT 16 (EXCEPT THE SOUTH 144.0 FEET THEREOF AND EXCEPT THE EAST 12.0 FEET THEREOF), THE NORTH 36.0 FEET OF LOT 17, AND THE WEST 3.0 FEET OF THE SOUTH 144.0 FEET OF LOT 17, AND ALL OF LOT 18 IN BLOCK 2 OF WHEELER AND OTHERS SUBDIVISION OF THAT PART OF THE NORTH 1/2 OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 18, TOWNSHIP 41 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

P.I.N # 11-18-104-038-0000

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Property of Cook County Clerk's Office

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