STATE OF ILLINOIS

COUNTY OF COOK

MORTGAGE

Mortgagor, NBD Bank, as successor trustee to NBD Trust Company of Illinois, as successor Trustee to NBD Skokie Bank, N.A., formerly known as the First National Bank of Skokie, an Illinois banking corporation, as Trustee under Trust Agreement ("Trust") dated September 27, 1977 and

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COOK COUNTY RECURDER.

known as Trust Number 50628T ("Mortgagor") hereby mortgages and warrants to Kenneth Widdes ("Mortgagge") of Chiegge, Illinois, to secure the payment of a certain Unconditional, Irrevocable, Secured Guaranty ("Guaranty") to Mortgagee, dated March 18, 1996, executed by all beneficiaries of the Trust, which guarantees an Adjustable Rate Demand Note dated March 18, 1996 from McGivern's, Inc., an Illinois corporation, to Mortgagee for the principal amount of \$61,000.00, the following described real estate ("Real Estate") to wit:

Lot 15 in Wyatt and Coon's Oakwood Knoll Unit No. 1, being a Subdivision of Part of Lots 4 and 5 in Hattendorf's Subdivision of Part of Lot 1 in Assessor's Division of Section 35, Township 42 North, Range 12, East of the Third Principal Meridian, according to the Plat the eof Recorded December 6, 1956 as Document 16773999 in Cook County, Illinois;

together with all the rents, issues and profits thereof, and all appurtenances to said real estate, and all improvements thereon, hereby releasing and waiving all rights under and by virtue of the homestead exemption laws of the State of Illinois. *American National Bank and Trust Company of Chicago as successor to NBD Bank

Permanent Real Estate Index Number: 04-35-123-007-0000

Common Address of the Real Estate: 1329 Pine Street, Glenview, Vincois

If Mortgagors default in the payment of the Guaranty, or any part thereof, at the time or in the manner specified in the Guaranty, or in the event of waste or non-payment of tailes or assessments on the Real Estate, or of a breach of any of the covenants, promises, or agreements contained in the Guaranty or this Mortgage, then the Mortgagee may at any time thereafter declare the whole principal indebtedness and interest thereon, as defined as "Liabilities" in the Guaranty, immediately due and payable and may immediately foreclose upon the Real Estate securing the Guaranty, to pay the Liabilities pursuant to the Guaranty as well as any and all costs incurred in the collection thereof, including, without limitation, reasonable attorneys' fees. Furthermore, in the event of default, Mortgagee may enter upon and into the Real Estate, or any part thereof, any time thereafter to receive and collect all rents, issues and profits.

Upon the filing of any complaint to foreclose this Mortgage in any court of competent jurisdiction, such court may appoint Mortgagee or Mortgagee's designee or any proper person receiver, with power to collect the rents, issues and profits arising out of the Real Estate during the pendency of such foreclosure suit, and until the time has passed to redeem the Real Estate from any sale that may be made under any decree, order or judgment foreclosing this Mortgage. Such rents, issues and profits, when collected, may be applied toward the payment of Mortgagor's indebtedness to Mortgagee

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and Mortgagee's advances and expenses incurred in connection with the foreclosure of this Mortgage. Upon the foreclosure and sale of the Real Estate, there shall be paid first out of the proceeds of such sale all expenses of advertisement, selling and conveying the Real Estate, ascertaining the necessary parties to the foreclosure action, and reasonable attorneys' fees incurred, to be included in the decree, order or judgment, and all moneys advanced for taxes, assessments or other liens; then, there shall be paid the principal indebtedness pursuant to the Guaranty whether due and payable by the terms thereof for by acceleration, and the interest thereon. Any balance remaining after payment of all Liabilities or mounts owed to Mortgagee which are secured by this or any other mortgage, and payment of any and all other liens or secured claims against the Real Estate, shall be paid to beneficiaries of the Trust.

If any term or condition of this Mortgage shall be invalid or unenforceable to any extent or in any application, then the remainder of this Mortgage, and such term or condition, except to the extent invalid or unenforceable, shall be valid and enforced to the fullest extent and in the broadest * American National Bank and Trust Company of Chicago

This instrument is executed by the undersigned Trustee, not personally but solely as Trustee under the terms of that certain Trust Agreement dated September 27, 1977 and known as Trust Number 50628T; and it is expressly understood and agreed by the parties hereto, anything herein to the contrary notwithstanding, that each and al. of the covenants, undertakings, representations and agreements herein made are made and intended not as personal covenants, undertakings, representations and agreements of the Trustee, individually, or for the purpose of binding it personally, but this instrument is executed and delivered by NBD Bank, successor trustee to NBD Trust Company of Illinois, successor trustee to NBD Skokie Bank, N.A., f/k/a First National Bank of Skokie, as Trustee, solely in the exercise of the powers conferred upon it as such Trustee under said agreement and no personal liability or personal responsibility is assumed by, nor shall at 2 by time be asserted or enforced against NBD Trust Company of Illinois, on account hereof, or on account of any covenant, undertaking, representation, warranty or agreement herein contained, either expressed or invited, all such personal liability, if any, being hereby expressly waived and released by the parties hereto or locker hereof, and by all persons claiming by or through or under said parties or holder hereof.

Dated this 29th day of March, 1996. American National Bank and Trust Company of Chicago

TITLE HOLDER: NBD Bank, successor trustee to NBD Trust Company of Illinois, successor trustee to NBD Skokie Bank, N.A., f/k/a First National Bank of Skokie, as Trustee under Trust Number

Pres. /Trust Officer

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NEFICIARIES:

Janet M. Maurer

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UNOFFICIAL COPY

KAthleen Beady, a Notary Public in and for the County of Cook, in the State of Illinois, do hereby certify that Timothy P. McGivern, personally known to me to be the sam person whose name is subscribed to this Mortgage, appeared before me this day in person and acknowledged that he signed, sealed and delivered this Mortgage as his free and voluntary act, for t he use and purposes therein set forth, including the release and waiver of the right of homestead.

Given under my hand and official seal this 25th day of March, 1996.

OFFICIAL SEAL KATHLEEN BRADY NOTARY PUBLIC, STATE OF HUNOIS MY COMMISSION EXPIRES 3/5/97

Notary Public

, a Notary Public in and for the County of Cook KAWleen BLADY in the State of Tipous, do hereby certify that Janet M. McGivern, personally known to me t o be the same person whose name is subscribed to this Mortgage, appeared before me this day in person and acknowledged that she signed, sealed and delivered this Mortgage as her free and voluntary act, for the use and purposes therein set forth, including the release and waiver of the right of homestead.

Given under my hand and official seal this 25th day of March, 1996.

TOTFICIAL SEAL KATHLEEN BRADY NOTALLY PUBLIC, STATE OF BLINOK Clark's ocean MY COMMISSION EXPIRES 3/5/9

This instrument was prepared by: Kenneth A. Michaels Jr., Esq., Gesas, Pilati & Gesas, Ltd., 53 W. Jackson Blvd., Suite 528, Chicago, IL 60604 (312) 726-3100

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