

# UNOFFICIAL COPY

2

GEORGE E. COLE®  
LEGAL FORMS

No.103 REC  
February 1996

## MORTGAGE (ILLINIOS)

For Use With Note Form No. 1447

CAUTION: Consult a lawyer before using or acting under this form. Neither the publisher nor the seller of this form makes any warranty with respect thereto, including any warranty of merchantability or fitness for a particular purpose.

97847449

DEPT-01 RECORDING 127.50  
140009 TRAN 0446 11/12/97 12:54:00  
#4761 + RC \*-97-847449  
COOK COUNTY RECORDER

Above Space for Recorder's use only

THIS AGREEMENT, made October 30, 1997, between 1st National Bank of Evergreen Pk., U/T/A/ dated July 10, 1997 A/K/A/ Trust #15348, 3101 W 95th St., Evpk, IL

herein referred to as "Mortgagor," and Giuseppe Caldarone & Frank I. Caldarone, jointly  
(No. and Street) (City) (State)  
3751 W 63rd St., Chicago, IL

herein referred to as "Mortgagee," witnesseth: (No. and Street) (City) (State)

THAT WHEREAS the Mortgagors are justly indebted to the Mortgagee upon the installment note of even date herewith, in the principal sum of Two Hundred & Fifty thousand DOLLARS (\$ 250,000.00), payable to the order of and delivered to the Mortgagee in and by which note the Mortgagors promise to pay the said principal sum and interest at the rate and in installments as provided in said note, with a final payment of the balance due on the 1st day of October, 1998, and all of said principal and interest are made payable at such place as the holders of the note may, from time to time, in writing appoint, and in absence of such appointment, then at the office of the Mortgagee at Chicago, IL

NOW, THEREFORE, the Mortgagors to secure the payment of the said principal sum of money and said interest in accordance with the terms, provisions and limitations of this mortgage, and the performance of the covenants and agreements herein contained, by the Mortgagors to be performed, and also in consideration of the sum of One Dollar in hand paid, the receipt whereof is hereby acknowledged, do by these presents CONVEY AND WARRANT to the Mortgagee, and the Mortgagee's successors and assigns, the following described Real Estate and all of their estate, right, title and interest therein, situate, lying and being in the city Orland Pk., COUNTY OF Cook IN STATE OF ILLINIOS, to wit:

(see attached)

THREE FIRST NATIONAL PLAZA  
SUITE 100  
CHICAGO, IL 60602

which, with the property herein after described, is referred to herein as the "premise,"

Permanent Real Estate Index Number(s): 27-14-401-015

Address(es) of Real Estate: 8300 W 159th St., OrlandPk., IL

TOGETHER with all improvements, tenements, easements, fixtures, and appurtenances thereto belonging, and all rents, issues and profits thereof for so long and during all such times as Mortgagors may be entitled thereto (which are pledged primarily and on a parity with said real estate and not secondarily) and all apparatus, equipment or articles now or hereafter therein or thereon used to supply heat, gas, air conditioning, water, light, power, refrigeration (whether single units or centrally controlled), and ventilation, including (without restricting the foregoing), screens, window shades, storm doors and windows, floor coverings, inador beds, awnings, stoves and water heaters. All of the foregoing are declared to be a part of said real estate whether physically attached thereto or not, and it is agreed that all similar apparatus, equipment or articles hereafter placed in the premises by Mortgagors or their successors or assigns shall be considered as constituting part of the real estate.

# UNOFFICIAL COPY

TO HAVE AND TO HOLD the premises unto the Mortgagee, and the Mortgagee's successors and assigns, forever, for the purposes, and upon the uses herein set forth, free from all rights and benefits under and by virtue of the Homestead Exemption Laws of the State of Illinois, which said rights and benefits the Mortgagors do hereby expressly release and waive.

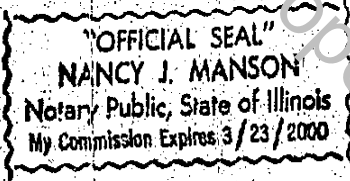
The name of a record owner is: 1st National Bank of Evergreen Park, Trust #15348

This mortgage consists of four pages. The covenants, conditions and provisions appearing on pages 3 and 4 are incorporated herein by reference and are a part hereof and shall be binding on Mortgagors, their heirs, successors and assigns.

Witness the hand... and seal... of Mortgagors the day and year first above written.  
First National Bank of Evergreen Park, not personally, but as Trustee  
U/T/A #15348 (SEAL) (SEAL)  
PLEASE By Robert J. Mayo Attest Nancy J. Manson  
PRINT OR Vice President & Trust Officer Assistant Trust Officer  
TYPE NAME(S) (SEAL) (SEAL)  
BELOW (SEAL) (SEAL)  
SIGNATURE(S)

SEE ATTACHED RIDER FOR EXECUTION BY TRUSTEE

State of Illinois, County of \_\_\_\_\_ st.



I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Robert J. Mayo, Vice President & Trust Officer and Nancy Rodighiero, Ass't Trust Officer

IMPRESS SEAL HERE

personally known to me to be the same person S whose name S are subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that they signed, read and delivered the said instrument as their free and voluntary act to the uses and purposes therein set forth, including the release and waiver of the right of homestead.

Given under my hand and official seal, this 30<sup>th</sup> day of October 1997

Commission expires 3/23/00 Nancy J. Manson  
NOTARY PUBLIC

This instrument was prepared by John M. Babbington, 19906 S Wolf Rd., Mokena, IL 60448  
(Name and Address)

Mail this instrument to John Babbington 19906 S Wolf Rd., P.O. Box 99  
(Name and Address)  
Mokena, IL 60448-0099  
(City) (State) (Zip Code)

OR RECORDER'S OFFICE BOX NO.



97847419

# UNOFFICIAL COPY

A tract of land in the Southeast 1/4 of Section 14, Township 36 North, Range 12 East of the Third Principal Meridian, bounded and described as follows: Beginning at a point in the South line of said Southeast 1/4 of Section 14 that is 823.79 feet East of the Southwest corner of said Southeast 1/4 of Section 14, and running thence Northerly along a straight line whose Northern Terminus is a point in the North line of the South 1/2 of the Southeast 1/4 of Section 14, aforesaid located 823.90 feet East of the West line of said Southeast 1/4 of Section 14, a distance of 481.19 feet; thence West along a line that is 481.19 feet North of and parallel with the South line of said Section 14, a distance of 229.83 feet; thence South along a straight line, a distance of 219.19 feet to a point, said point being 495.01 feet East of the West line of said Southeast 1/4 of Section 14; thence East along a line that is 262.00 feet North of and parallel with the South line of said Southeast 1/4 of Section 14, a distance of 165.00 feet; thence South along a straight line a distance of 262.00 feet to a point on the South line of said Southeast 1/4 of Section 14, said point being 163.79 feet West of the point of beginning; thence East along the said South line of Section 14, 163.79 feet to said point of beginning, all in Cook County, Illinois.

27-14-400-015

Cook County Clerk's Office

97817149

UNOFFICIAL COPY

Property of Cook County Clerk's Office

# UNOFFICIAL COPY

RIDER ATTACHED TO MORTGAGE TO:  
Giuseppe Caldarone & Frank I. Caldarone

DATED: October 30, 1997

This Mortgage is executed by the undersigned Trustee, not personally, but as Trustee as aforesaid; and it is expressly understood and agreed by the parties hereto, that nothing herein or in said Note contained shall be construed as creating any liability on the said Trustee personally to pay the said Note or any interest that may accrue thereon, or any indebtedness accruing hereunder, that each and all of the covenants, undertakings and agreements herein made are made and intended not as personal covenants, undertakings and agreements of the Trustee, named and referred to in said Agreement, for the purpose of binding it personally, but this instrument is executed and delivered by the FIRST NATIONAL BANK OF EVERGREEN PARK, as Trustee, solely in the exercise of the powers conferred upon it as such Trustee, and no personal liability or personal responsibility is assumed by, nor shall at any time be asserted or enforced against First National Bank of Evergreen Park, its agents or employees, on account hereof, or on any of covenants, undertaking or agreement herein or in said principal note contained, either expressed or implied, all such personal liability, if any, being hereby expressly waived and released by the party of the second part or holders of said principal or interest notes hereof, and by all persons claiming by or through or under said party of the second part or the holder or holders, owner or owners of such principal notes, and by every person now or hereafter claiming any right or security hereunder and that so far as the Trustee and its successors personally are concerned, the legal holder of said Note and the owners of 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 guarantor, if any.

FIRST NATIONAL BANK OF EVERGREEN PARK  
not individually, but as Trustee under  
Trust No. 15348

BY: Robert J. Mayo  
Vice President & Trust Officer

ATTEST:

Mary Rodriguez  
Assistant Trust Officer

97847A19

UNOFFICIAL COPY

Property of Cook County Clerk's Office

97847449