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PIN 10-16-433-060

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1999-02-17 11:30:22
Cook County Recorder 25.00



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*Cosmopolitan Bank and Trust
Successor Trustee for
Cosmopolitan National Bank of Chicago

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REAL ESTATE MORTGAGE

\$64,052.75 Principal Amount of Loan AS TRUSTEE/and not personally UNDER TRUST AGREEMENT DATED SEPTEMBER 4,
*COSMOPOLITAN NATIONAL BANK OF CHICAGO, 1968 AND KNOWN AS TRUST NUMBER 17981
The Mortgagors, , mortgage and warrant to Norwest Financial Illinois, Inc.,
Mortgagee, the following described real estate situated in the County of COOK , State of Illinois, to wit:

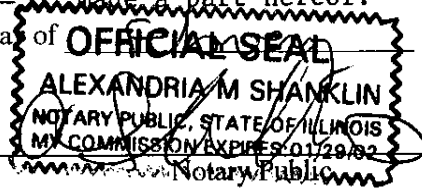
SEE ADDENDUM I

to secure the repayment of a promissory note of even date, payable to Mortgagee in monthly installments, the last payment to fall due on 02/09/14 , 19 , and also to secure the repayment of any and all future advances and sums of money which may from time to time hereafter be advanced or loaned to Mortgagors by Mortgagee; provided however, that the principal amount of the outstanding indebtedness owing to Mortgagee by Mortgagors at any one time shall not exceed the sum of \$200,000.00.

Mortgagors are hereby releasing and waiving all rights under and by virtue of the homestead exemption laws of this state. Mortgagors expressly agree to keep all legal taxes, assessments, and prior liens against said property paid, to keep the buildings and improvements thereon in good repair, to commit no waste thereon, and to keep the buildings and improvements thereon insured for the benefit of the Mortgagee as its interest may appear; and upon failure of Mortgagors to do so, Mortgagee may pay such taxes, assessments, and prior liens, and cause said property to be repaired, and cause said property to be insured, and the amount so paid shall become a part of the indebtedness secured by this mortgage as permitted by law. Mortgagors also agree not to sell, convey or otherwise transfer the mortgaged property or any portion thereof without Mortgagee's prior written consent and any such sale, conveyance or transfer without Mortgagee's prior written consent shall constitute a default under the terms hereof. A default hereunder or under the terms of the above described note, at Mortgagee's option, without notice or demand, shall render the entire unpaid balance of said note at once due and payable (including any unpaid interest).

Dated this 4TH day of FEBRUARY , 1999 . *Cosmopolitan Bank and Trust, as Trustee, and not personally under trust no. 17981 dated September 4, 1968. For signatures, notary and exculpatory provisions, of the (SEAL) Trustee, see rider attached hereto which is expressly incorporated herein and made a part hereof.

STATE OF ILLINOIS, COUNTY OF DuPage)
The foregoing instrument was acknowledged before me this 4 day of OFFICIAL SEAL , 19 99 ,
by Alexandra M Shanklin



My Commission expires 112902

I hereby acknowledge that all parties obligated on the loan secured by this mortgage have received written notice of the right to rescind the loan.

This instrument was prepared by BRIAN SPENSLEY (Borrower's Signature)
Name Address
1115 N. SALEM DR. SCHAUMURG IL 60194

BOX 333-CTI

This mortgage is executed by COSMOPOLITAN BANK AND TRUST, not personally but as Trustee as aforesaid, in the exercise of the power and authority conferred upon and vested in it as such Trustee, (and said COSMOPOLITAN BANK AND TRUST 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 said COSMOPOLITAN BANK AND TRUST, either individually or as Trustee aforesaid, personally to pay said note or any interest that may accrue thereof, or any indebtedness accruing hereunder, or to perform any covenant either express or implied herein contained all such liability if any, being expressly waived by the Mortgagee and by every person now or hereafter claiming any right or security hereunder, and that so far as COSMOPOLITAN BANK AND TRUST, either individually or as trustee as aforesaid, or its successors, personally are concerned, the legal holder or holders 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.

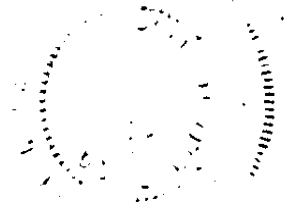
IN WITNESS WHEREOF, COSMOPOLITAN BANK AND TRUST not personally, but as Trustee as aforesaid, has caused these presents to be signed by its Vice President & Trust Officer and its corporate seal to be hereunto affixed and attested by its Trust Officer this 4th day of February, 19 99.

COSMOPOLITAN BANK AND TRUST, AS TRUSTEE AS AFORESAID & NOT PERSONALLY

ATTEST:

BY: [Signature] Trust Officer

BY: [Signature] Vice President & Trust Officer



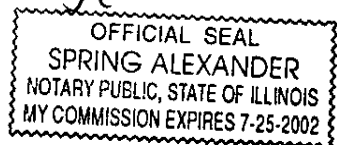
STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, the undersigned, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY that the above named Gerald A. Wiel and Todd W. Cordell of COSMOPOLITAN BANK AND TRUST, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Vice President & Trust Officer and Trust Officer 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 COSMOPOLITAN BANK AND TRUST for the uses and purposes therein set forth, and the said Trust Officer then and there acknowledged that said Trust Officer's own free and voluntary act and as the free and voluntary act of said COSMOPOLITAN BANK AND TRUST for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 10th day of February, 19 99.

[Signature: Spring Alexander]

Notary Public



ADDITIONUM I.
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THE SOUTH 18.83 FEET OF THE NORTH 98.66 FEET OF THE WEST 55 FEET OF THE EAST 220 FEET OF THAT PART OF LOTS 4 TO 16 INCLUSIVE, TAKEN AS A TRACT, LYING WEST OF A LINE DRAWN FROM A POINT IN THE NORTH LIEN OF SAID LOT 6, 6.57 FEET WEST OF THE NORTHEAST CORNER OF SAID LOT 6, TO A POINT IN THE SOUTH LINE OF SAID LOT 6, 5.56 FEET WEST OF THE SOUTHEAST CORNER OF SAID LOT 6, AND

THE WEST 12.72 FEET OF THE EAST 220 FEET (EXCEPT THE NORTH 98.66 FEET) OF THAT PART OF LOTS 4 TO 16 INCLUSIVE, TAKEN AS A TRACT, LYING WEST OF A LINE DRAWN FROM A POINT IN THE NORTH LINE OF SAID LOT 6. 5.67 FEET WEST OF THE NORTHEAST CORNER OF SAID LOT 6 TO A POINT IN THE SOUTH LINE OF SAID LOT 6, 5.56 FEET WEST OF THE SOUTHEAST CORNER OF SAID LOT 6,

ALL IN BLOCK 27 IN "THE BRONX" BEING A SUBDIVISION OF PARTS OF THE SOUTHEAST 1/4 OF SECTION 16, TOWNSHIP 41 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN ACCORDING TO PLAT THEREOF REGISTERED AS DOCUMENT NUMBER 219388, IN COOK COUNTY, ILLINOIS.

P/A: 4857 Enfield Ave Unit D.
Skokie IL 60077

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