

# UNOFFICIAL COPY

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Cook County Recorder

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MORTGAGE

GIT

THE MORTGAGOR, American National Bank and Trust Company of Chicago, Trustee under Trust No. 601-011-02, dated March 26, 1999, of the City of Chicago, in Cook County, Illinois MORTGAGES and WARRANTS to:

The Tasker Family Limited Partnership, a Florida limited partnership c/o National City Bank, Agent, Post Office Box 1688, Toledo, Ohio 43603

to secure the payment of a certain Promissory Note in the amount of \$73,625 bearing even date herewith, payable to the order of The Tasker Family Limited Partnership, the following described real estate, to-wit:



Parcel 1: Unit 3N and P-4 together with an undivided percentage interest in the common elements in Asbury Glen Condominium as delineated and defined in the declaration recorded as Document No. 98876749, in Northwest 1/4 of Section 30, Township 41 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Parcel 2: Exclusive use for storage purposes in and to Storage Space No. S-4, a limited common element, as set forth and defined in said declaration of condominium and survey attached thereto, in Cook County, Illinois.

Property Address: 141 N. Asbury  
Unit #3N S-4 P-4  
Chicago, Illinois 60601

situated in Cook County, Illinois, hereby releasing and waiving all rights under and by virtue of the Homestead Exemption Laws of Illinois, and all right to retain possession of said premises after any default in payment or breach of any of the covenants or agreements herein contained.

The Mortgagor promises to pay immediately when due and payable all general taxes, special assessments and other taxes levied or assessed upon said property or any part thereof and to promptly deliver receipts therefor to Mortgagee upon demand; promises to keep the property insured against such hazards as the Mortgagee may require to be insured against; and promises not to commit or suffer any waste of such property, and to maintain the same in good condition and repair and free of liens.

If default be made in the payment of the said Promissory Note, or of any part thereof, or the interest thereon, or any part thereof, at the time and in the manner above specified for the payment thereof, or in case of waste or non-payment of taxes or assessments on said premises, or of a breach of any of the covenants or agreements herein contained, then and in such case the whole of said principal sum and interest, secured by the said Promissory Note in this mortgage mentioned, shall thereupon, at the option of the said Mortgagees, their heirs, executors, administrators, attorneys or assigns, become immediately due and payable; and this Mortgage may be immediately foreclosed to pay the same by said Mortgagees, their heirs, executors, administrators, attorneys or assigns; and it shall be lawful for the said Mortgagees, their heirs, executors, administrators, attorneys or assigns, to enter into and upon the premises hereby granted, or any part thereof, and to receive and collect all rents, issues and profits thereof.

Upon the filing of any Complaint to foreclose this Mortgage in any Court having jurisdiction thereof, such Court may

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appoint any proper person, Receiver, with power to collect the rents, issues and profits arising out of said premises during the pendency of such foreclosure suit, and until the time to redeem the same from any sale that may be made under any decree foreclosing this Mortgage shall expire; and such rents, issues and profits when collected may be applied toward the payment of the indebtedness and costs herein mentioned and described.

And upon the foreclosure and sale of said premises, there shall be first paid out of the proceeds of such sale all expenses of advertisement, selling and conveying said premises, and reasonable and proper attorneys' fees, to be included in the decree, and all moneys advanced for taxes, assessments and other liens; then there shall be paid the principal of said Note, whether due and payable by the terms thereof or not, and the interest thereon.

Notices given hereunder shall be deemed received when deposited in the mails, and shall be sent certified mail, return receipt requested, if to the mortgagee, at the address listed at the beginning of this Mortgage, if to the mortgagor, at the address of the property mortgaged herein, unless notice of a change in either location has been given to the other party.

If the Mortgagor conveys, assigns, or transfers his interest in said described real estate, then at the option of the Mortgagee the entire unpaid balance due on his encumbrance shall become due and payable immediately without notice.

This Mortgage shall be governed, interpreted and enforced in accordance with the laws of the State of Illinois.

Dated this 15<sup>th</sup> day of April, 1999.

American National Bank and Trust Company of Chicago, Trustee

By:  (SEAL)

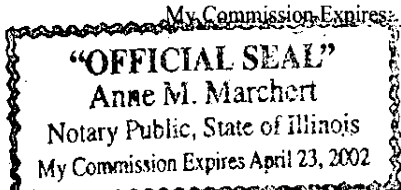
STATE OF ILLINOIS  
COUNTY OF COOK

**Gregory S. Kasprzyk**

I, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY Gregory S. Kasprzyk  
VICE PRESIDENT of American National Bank and Trust Company of Chicago, Trustee, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed, sealed and delivered the said instrument as a free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

Given under my hand and Notary Seal this 15<sup>th</sup> day of April, 1999.





Prepared by  
After Recording, Return To:  
Scott T. Janson, Vice President  
National City Bank  
P.O. Box 1688  
Toledo, OH 43603-1688



This instrument is executed by the undersigned Land Trustee, not personally but solely as Trustee in the exercise of the power and authority conferred upon and vested in it as such Trustee. It is expressly understood and agreed that all the warranties, indemnities, representations, covenants, undertakings and agreements herein made on the part of the Trustee are undertaken by it solely in its capacity as Trustee and not personally. No personal liability or personal responsibility is assumed by or shall at any time be asserted or enforceable against the Trustee on account of any warranty, indemnity, representation, covenant, undertaking or agreement of the Trustee in this instrument.

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EXHIBIT "A"

PARCEL 1: UNIT 3N AND P-4 TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS IN ASBURY GLEN CONDOMINIUM AS DELINEATED AND DEFINED IN THE DECLARATION RECORDED AS DOCUMENT NO. 98876749, IN THE NORTHWEST 1/4 OF SECTION 30, TOWNSHIP 41 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 2: EXCLUSIVE USE FOR STORAGE PURPOSES IN AND TO STORAGE SPACE NO. S-4, A LIMITED COMMON ELEMENT, AS SET FORTH AND DEFINED IN SAID DECLARATION OF CONDOMINIUM AND SURVEY ATTACHED THERETO, IN COOK COUNTY, ILLINOIS.

THE MORTGAGOR ALSO HEREBY GRANTS TO THE MORTGAGEE, ITS SUCCESSORS AND ASSIGNS, AS RIGHT AND EASEMENTS APPURTENANT TO THE SUBJECT UNIT DESCRIBED HEREIN, THE RIGHTS AND EASEMENTS FOR THE BENEFIT OF SAID UNIT SET FORTH IN THE DECLARATION OF CONDOMINIUM.

THIS MORTGAGE IS SUBJECT TO ALL RIGHTS, EASEMENTS AND COVENANTS, RESTRICTIONS AND RESERVATIONS CONTAINED IN SAID DECLARATION THE SAME AS THOUGH THE PROVISIONS OF SAID DECLARATION WERE RECITED AND STIPULATED AT LENGTH HEREIN.

MORTGAGOR ALSO HEREBY GRANTS AND ASSIGNS TO MORTGAGEE, ITS SUCCESSORS AND ASSIGNS, STORAGE SPACE NO. S-4 AS A LIMITED COMMON ELEMENT AS SET FORTH AND PROVIDED IN THE AFOREMENTIONED DECLARATION OF CONDOMINIUM.

( PIN NO.: 11-30-115-058/012 )

CKA: 141 N. ASBURY, UNIT 3N, EVANSTON, IL

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