

UNOFFICIAL COPY

ALL REMAINING LINES ARE FOR INFORMATION PURPOSES ONLY AND NOT A LEGAL DOCUMENT.

The above document contains information about your loan application, including the amount borrowed, the interest rate, and the terms of the loan. It also includes information about your credit history and your financial situation. It is not a legal document, and it is not intended to be relied upon as such. You should consult a lawyer or a financial advisor before making any decisions based on this information.

It is important to remember that the information in this document is not binding and does not affect your legal rights under any applicable laws or regulations. You should always seek legal advice before entering into any contract or agreement, regardless of whether it is contained in this document or elsewhere. This document is provided for informational purposes only and is not a substitute for professional legal advice.

DO NOT SIGN THIS DOCUMENT UNTIL YOU HAVE READ IT AND UNDERSTOOD IT. IF YOU DO NOT UNDERSTAND ANY PART OF THIS DOCUMENT, PLEASE CONSULT A LAWYER OR A FINANCIAL ADVISOR. THIS DOCUMENT IS NOT A LEGAL AGREEMENT AND SHOULD NOT BE RELIED UPON AS SUCH.

IF YOU SIGN THIS DOCUMENT, YOU ARE AGREEING TO THE TERMS AND CONDITIONS SET FORTH IN IT. IF YOU DO NOT AGREE WITH ANY OF THE TERMS OR CONDITIONS, DO NOT SIGN THIS DOCUMENT. IF YOU HAVE ANY QUESTIONS ABOUT THIS DOCUMENT, PLEASE CONSULT A LAWYER OR A FINANCIAL ADVISOR.

THESE TERMS AND CONDITIONS ARE SUBJECT TO CHANGE WITHOUT NOTICE. PLEASE READ THIS DOCUMENT CAREFULLY BEFORE SIGNING.

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THE MORTGAGE GOVERNANTS.

(1) To provide for payment of all of the expenses and disbursements of the Mortgagor to the Mortgagor, in connection herewith and in respect whereof.

(2) To provide for payment to the Mortgagor of all amounts paid or disbursed by the Mortgagor in respect of taxes and assessments levied on or against the Mortgagor's property.

(3) To provide for payment to the Mortgagor of all amounts paid or disbursed by the Mortgagor in respect of the maintenance and repair of the Mortgagor's property.

(4) To pay or otherwise discharge all amounts due or to become due in respect of the principal sum of \$48,000.00.

(5) To pay or otherwise discharge all amounts due or to become due in respect of the principal sum of \$48,000.00.

(6) To pay or otherwise discharge all amounts due or to become due in respect of the principal sum of \$48,000.00.

(7) To pay or otherwise discharge all amounts due or to become due in respect of the principal sum of \$48,000.00.

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(19) To pay or otherwise discharge all amounts due or to become due in respect of the principal sum of \$48,000.00.

(20) To pay or otherwise discharge all amounts due or to become due in respect of the principal sum of \$48,000.00.

(21) To pay or otherwise discharge all amounts due or to become due in respect of the principal sum of \$48,000.00.

(22) To pay or otherwise discharge all amounts due or to become due in respect of the principal sum of \$48,000.00.

NOTE DENTIFIED

3470561

1003 E. Cardinthal Lane
Mt. Prospect, IL 60056

03-35-309-002-0000

TO SCOTT

Modest and moderate means to buy a home and have a family. We are happy to offer you a loan at a reasonable rate and terms. Our rates are competitive with other lenders, and we offer a variety of financing options to fit your needs. We specialize in conventional loans, jumbo loans, and specialty loans for unique situations. We offer a wide range of products, including conventional loans, jumbo loans, and specialty loans for unique situations. We offer a wide range of products, including conventional loans, jumbo loans, and specialty loans for unique situations.

TO HAVING AND HOLDING WITHIN A HOUSE AND HOME. We are happy to offer you a loan at a reasonable rate and terms. Our rates are competitive with other lenders, and we offer a variety of financing options to fit your needs. We specialize in conventional loans, jumbo loans, and specialty loans for unique situations. We offer a wide range of products, including conventional loans, jumbo loans, and specialty loans for unique situations. We offer a wide range of products, including conventional loans, jumbo loans, and specialty loans for unique situations.

TO PROVIDE FOR THE WELFARE OF HIS FAMILY. We are happy to offer you a loan at a reasonable rate and terms. Our rates are competitive with other lenders, and we offer a variety of financing options to fit your needs. We specialize in conventional loans, jumbo loans, and specialty loans for unique situations. We offer a wide range of products, including conventional loans, jumbo loans, and specialty loans for unique situations. We offer a wide range of products, including conventional loans, jumbo loans, and specialty loans for unique situations.

TO PAYMENT OF A NOTE EXECUTED BY THE MORTGAGOR TO THE MORTGAGOR IN THE AMOUNT OF \$48,000.00.

1003 E. Cardinthal Lane
Mt. Prospect, IL 60056

03-35-309-002-0000

OF DEBT PLATINGS . STATE OF COOK . STATE OF ILLINOIS

19488 6

BOX 635

3470501

J. That if all or any part of the property or any interest therein is sold or transferred by Mortgagor without the prior written consent of Mortgagor, excluding in the event of the death of a joint tenant or (d) the grant of any leasehold interest for three years or less or during a period of purchase, Mortgagor may, at his option, declare whether or not the sum secured by this mortgage to be immediately due and payable.

Mortgagor shall have waived such option to accelerate it, prior to the sale or transfer of Mortgagor and the persons to whom the property is sold or transferred, except in the event of the death of a joint tenant or (d) the grant of any leasehold interest for three years or less or during a period of purchase, Mortgagor may, at his option, declare whether or not the sum secured by this mortgage to be immediately due and payable.

Subject to the terms of this paragraph, nothing in this mortgage contract shall prevent Mortgagor from dealing with any succession interest of the Mortgagor in the same manner as with the Mortgagor, and said dealings may include forbearing to sue or extending the time for payment of the debt incurred hereby, but said dealings shall not discharge or modify any debt after the maturity of the Mortgagor hereunder or the debt hereby secured.

K. That time is of the essence hereof and if default be made in performance of any covenant herein contained or in failing to pay any payment under said note or obligation or any extension or renewal thereof, or if proceedings be instituted to enforce any other lien or charge upon any of said property, or upon the sum of a proceeding, or upon the property, or the Mortgagor shall make an assignment for the benefit of his creditors or if his property be placed under control or in custody of any court, or the Mortgagor abandons any of said property, or in the event of the filing of a suit to condemn all or a part of the said property, then and in any of said events, the Mortgagor is hereby authorized and empowered, at its option and without affecting the lien hereby created or the priority of said lien or any right of the Mortgagor hereunder, to declare without notice, all and sundry debts, immediately due and payable, whether or not such default be remedied by Mortgagor, and apply toward the payment of said mortgage indebtedness any indebtedness of the Mortgagor to the Mortgagor, and said Mortgagor may also immediately proceed to foreclose this mortgage, and in any foreclosure sale may be made of the premises, in mass, without offering the several parts separately.

L. That the Mortgagor may employ counsel for advice of other legal services at the Mortgagor's discretion in connection with any dispute relative to the debt hereby created or the sum of the instrument, or any litigation to which the Mortgagor may be made a party or in connection with the property securing the indebtedness hereby created, or which may affect the debt or the property securing the indebtedness hereby created, or which may affect debt or any reasonable attorney's fees so incurred shall be added to and be a part of the debt hereby secured. Any debt and expenses reasonably incurred in the foreclosure of this mortgage and sale of the property securing the same and in connection with any other dispute or litigation affecting said debt or sale, including reasonable estimated amount to conclude the transaction, shall be added to and be a part of the debt hereby secured. All such amounts shall be payable by the Mortgagor to the Mortgagor on demand, and if not paid shall be included in any decree or decree as a part of said mortgage debt, shall include interest thereon from the date of the original note, and in the event of a foreclosure sale of said premises there shall first be paid out of the proceeds thereof all of the aforementioned amounts, then the entire indebtedness, whether due and payable by the terms thereof or not and the interest due thereon up to the time of such sale, and the overplus, if any, shall be paid to the Mortgagor, and the purchaser shall not be obliged to set off the amount of the purchase money.

M. In case the mortgaged property, or any part thereof, shall be taken by condemnation, the Mortgagor is hereby empowered to collect and receive all compensation, which may be paid for any property taken or for damages to any property not taken and all condemnation compensation so received shall be forthwith applied by the Mortgagor as it may elect, to the immediate reduction of the indebtedness secured hereby, or to the repair and restoration of any property so damaged, provided that any excess over the amount of the indebtedness shall be delivered to the Mortgagor or his assignee.

N. All easements, rents, issues and profits of said property are pledged, assigned and transferred to the Mortgagor, whether now due or hereafter to become due, under or by virtue of any lease or agreement for the use or occupancy of said property, or any part thereof, whether said lease or agreement is written or verbal, and in the intention hereof to pledge said rents, issues and profits of said property with said real estate and not by ordinary and such pledge shall not be deemed merged in any lease, leasehold, tenancy and to establish an absolute lien and assignment to the Mortgagor of all such leases and agreements and all the rents thereunder, together with the right in case of default, either before or after foreclosure, to enter upon and take possession of, manage, maintain and operate and terminate, or any part thereof, make leases for terms deemed advantageous to it, to terminate or modify existing or future leases, collect said rents, issues and profits, regardless of when earned, and use such measures, whether legal or equitable, as it may deem proper to enforce collection thereof, employ retainage agents or other employees, after or repair said premises, buy, sell, charge and equipment thereon when it deems necessary, purchase adequate fire and extended coverage and other forms of insurance as it may be deemed advisable, and in general exercise all powers ordinarily incident to absolute ownership, advance or to draw money necessary for any purpose herein stated to secure, and to have, herein, hereby, created on the mortgaged premises and on the income therefrom which bears prior to the lien of any other indebtedness hereby created, and out of the income retain reasonable compensation for itself, pay insurance premiums, taxes and all costs herein, and all expenses of every kind, including attorney's fees, incurred in the defense of the power herein given, and from time to time apply any balance of income not in the sole discretion needed for the aforesaid purposes, first on the interest of the power herein given, and from time to time apply any balance of income not in the sole discretion needed for the aforesaid purposes, first on the interest and then on the principal of the indebtedness hereby secured, before or after any decree of foreclosure, and on the deficiency in the proceeds of sale, if any, whether they be a creditor in personam therefor or not. Whenever all of the indebtedness secured hereby is paid and the Mortgagor, in its sole discretion, feels that there is no substantial uncorrected default in the performance of the Mortgagor's agreements herein, the Mortgagor, on particular evidence thereof, shall request possession and pay to Mortgagor any unpaid income in its hands. The execution of Mortgagor may continue until all indebtedness secured hereby is paid in full or until the delivery of a deed pursuant to a decree for losing the lien hereof, but if the deed be issued, then until the expiration of the statutory period during which it may be issued. Mortgagor shall, however, have the discretion to pay at any time to refuse to take or to abandon possession of said premises without affecting the lien hereof. Mortgagor shall have all powers, if any, which it might have had without the paragraph. No suit shall be sustainable against Mortgagor based upon acts or omissions relating to the subject matter of that paragraph unless commenced within thirty days after Mortgagor's possession ceases.

O. That upon the commencement of any foreclosure proceeding hereunder, the court in which such suit is filed may at any time, either before or after trial, and without notice to the Mortgagor or any party claiming under him, and without regard to the solventy of the Mortgagor or the then value of said premises, or whether the same shall then be occupied by the owner of the equity of redemption as a homestead, appoint a receiver with power to manage and rent and to collect the rents, issues and profits of said premises during the pendency of such action, suit, cause, suit and the statutory period of redemption, and such rents, issues and profits, as may be applied before as well as after the sale, towards the payment of the indebtedness, costs, suits, insurance or other items necessary for the protection and preservation of the property, including the expenses of such receivership, or on any deficiency decree when there be a decree therefore in personam or not, and if a receiver shall be appointed he shall remain in possession until the expiration of the full period allowed by statute for redemption, whether there be redemption or not, and until the issuance of a writ in case of sale, but if no deed be issued, until the expiration of the statutory period during which it may be issued and no lease of said premises shall be numbered by the appointment of entry in possession of a receiver, but he may elect to terminate any lease junior to the lien hereof.

P. That each right, power and remedy herein conferred upon the Mortgagor is cumulative of every other right or remedy of the Mortgagor, who then becomes by law, entitled thereto, and may be enforced concurrently therewith, that no waiver by the Mortgagor of performance of any covenant herein or in said obligation contained shall thereafter in any manner affect the right of Mortgagor to require or enforce performance of the same or any other of said covenants, that where in the context hereof required, the masculine gender, as used herein, shall include the feminine and the neuter and the singular number, as used herein, shall include the plural, that all rights and obligations under this mortgage shall extend to and be binding upon the respective heirs, executors, administrators, successors and assigns of the Mortgagor, and the successors and assigns of the Mortgagor, and that the powers herein mentioned may be exercised as often as occasion therefor arises.

** at the rate provided for in the Note in the event of default.
(Executed in Duplicate)

IN WITNESS WHEREOF, 1st National Bank of Des Plaines

not personally but as Trustee as aforesaid, has caused these presents to be signed by its Vice

President, and its corporate seal to be hereunto affixed and attested by its Trust Investment Officer Secretary,

this 18th day of October, A.D. 1985.

ATTEST:

Scott D. Limer Secretary

1st National Bank of Des Plaines
As Trustee as aforesaid and not personally

By Ruth A. Troutman President

STATE OF ILLINOIS }
COUNTY OF COOK }
ss. I.

RUTH A. TROUTMAN

, a Notary Public in

and for said County, in the State aforesaid, DO HEREBY CERTIFY that COLEMAN S. HUTCHINS

Vice President of 1st National Bank of Des Plaines

and SCOTT D. LIMPER Trust Investment Officer of said corporation, who are personally known to me to be

the same persons whose names are subscribed to the foregoing instrument as such Vice President and Secretary, 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 corporation, as Trustee as aforesaid for the uses and purposes therein set forth; and the said X - Secretary then and there acknowledged that he as custodian of the corporate seal of said corporation, did affix said seal to said instrument as his own free and voluntary act and as the free and voluntary act of said corporation, as Trustee as aforesaid, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal, this 18th day of Oct., A.D. 1985.

My Commission Expires

Ruth A. Troutman Notary Public

My Commission Expires July 13, 1987

SEARCHED
INDEXED
FILED
RECORDED
APRIL 1985
CLERK'S OFFICE
1ST NATIONAL BANK OF DES PLAINES

3470501

- Exoneration provision restricting liability of First National Bank of Des Plaines, either attached on this or on the reverse side hereof or attached hereto, is expressly made a part hereof.
- Special INST 30MCTI Accounting Division, Chicago, Illinois 60601
- Standard Mortgage for Corporate Trustee under Land Trust-11-20

FIRST FEDERAL SAVINGS
AND LOAN ASSOCIATION
OF DES PLAINES
749 LEE STREET
DES PLAINES, ILLINOIS

MORTGAGE
(Corporate Trustee)

Loan No. _____

FIRST NATIONAL BANK OF DES PLAINES

LAND TRUST # 11293314

0 3 4

WAB 42-1581

This mortgage is executed by First National Bank of Des Plaines, 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 it is expressly understood and agreed by the mortgagee herein and by every person now or hereafter claiming any right or security hereunder that nothing contained herein or in the note secured by this mortgage shall be construed as creating any liability on First National Bank of Des Plaines or on any of the beneficiaries under said trust agreement personally to pay said note or any interest that may accrue thereon, or any indebtedness accruing hereunder or to perform any covenants either expressed or implied herein contained, all such liability, if any, being expressly waived, and that any recovery on this mortgage and the note secured hereby shall be solely against and out of the property hereby conveyed by enforcement of the provisions hereof and of said note, but this waiver shall in no way affect the personal liability of any co-signer, endorser or guarantor of said note.

C-20501

FIRSt NATIONAL BNAK OF DES PLAINES

BY

VICE PRESIDENT
AND TRUST OFFICERATTEST: Scott D. Smith Trust Investment Officer

DATED:

10/8/85

3470501

~~RECORDED~~

Property of Cook County Clerk's Office
Submitted 3/4/70 5:01

Address

Promise

Deliverer

Notified

Dated to

Address

Notified

MATHIAS & SCHMARAK
PROFESSIONAL CORPORATION

2615 SOUTH ARLINGTON HEIGHTS ROAD
ARLINGTON HEIGHTS, ILLINOIS 60005