

UNOFFICIAL COPY

3485679
Exhibit 1
Any liability of the Columbia National Bank of Chicago is attached.

This instrument was prepared by:

Sylvia A. Pentz

(Name)

Columbia National Bank of Chicago

(Address)

MORTGAGE

5250 N. Harlem Ave., Chicago, IL

MORTGAGE made December 10, 1985, between Columbia National Bank of Chicago, Trustee under Trust Agreement dated 11/25/85 and known as Trust No. 2209

(herein, whether one or more, called "Mortgagor") and COLUMBIA NATIONAL BANK OF CHICAGO, a national banking association, having its principal office at 5250 North Harlem Avenue, Chicago, Illinois 60656 (herein called "Mortgagee").

WHEREAS, Mortgagor, together with George Beucher

has executed and delivered to Mortgagee a note of even date herewith (the "Note") in the amount of Four Hundred Ninety Five Thousand Nine Hundred and 00/100 DOLLARS (\$ 495,900.00), bearing interest at the rate specified in the Note, and payable as provided therein, with a final payment, or, if not payable in installments, then the only payment, due on December 20, 1990

NOW, THEREFORE, to secure (a) the payment of all sums due or owing under the Note and all extensions and renewals thereof; (b) the payment of all other sums due or owing or required to be paid as herein provided; and (c) the performance of the covenants and agreements of Mortgagor herein and in the Note contained, Mortgagor hereby conveys and warrants to Mortgagee, its successors and assigns, the following described real estate located in the County of Cook, State of Illinois:

Lot 8 in Quincy Bridge Unit One, a Subdivision of part of the South 1/2 of the Southeast 1/4 of Section 32, Township 42 North, Range 12 East of the Third Principal Meridian, according to the plat thereof filed in the Office of the Registrar of Titles of Cook County, Illinois on December 6, 1985 as Document 3482065, in Cook County, Illinois.

Mortgagor also hereby grants to mortgagee, its successors and assigns, a perpetual and exclusive easement in and to Parking Space Letter(s) P, P-1 and P-2 for the benefit of the above described real estate as delineated on the survey attached to the Declaration of Covenants, Conditions, Restrictions and Easements for The Quincy Bridge Building Owner's Association filed in the Office of the Registrar of Titles of Cook County, Illinois as Document No. 3482066.

Grantors also hereby grant to the mortgagee, its successors or assigns as easements appurtenant to the above described real estate, the easements set forth in the Declaration of Covenants, Conditions, Restrictions and Easements for The Quincy Bridge Building Owners' Association and filed in the Office of the Registrar of Titles of Cook County, Illinois as Document No. 3482066 and grantors make this conveyance subject to the easements and agreements reserved for the benefit of adjoining parcels in said Declaration, which is incorporated herein by reference thereto, for the benefit of the real estate above described and adjoining parcels.

64-32-402-007

3485679

Commonly known as 649 Quincy Bridge Lane, Glenview, IL

2. Mortgagor shall pay or cause to be paid before any penalty attaches an taxes, assessments and other similar charges which are assessed or levied against the premises, and shall, upon request, furnish to Mortgagee duplicate receipts therefor. To prevent default hereunder, Mortgagor shall pay in full under protest, in the manner provided by law, any tax or assessment which Mortgagor may desire to contest.

3. Mortgagor shall keep all buildings and improvements now existing or hereafter erected on the premises insured against loss by fire, hazards included within the term "extended coverage", flood damage where Mortgagee is required by law to have its collateral so insured, and such other hazards as Mortgagee may require, in such amounts and in such companies as may be satisfactory to Mortgagee. All insurance policies and renewals thereof shall be in form acceptable to Mortgagee, shall include a standard mortgage clause in favor of and with loss payable to Mortgagee and shall be delivered to Mortgagee. Appropriate renewal policies shall be delivered to Mortgagee not less than ten days prior to the respective dates of expiration. In case of loss covered by any such policies, Mortgagor shall give prompt notice thereof to the insurer and Mortgagee, and Mortgagee is authorized to adjust, collect and compromise, in its discretion, all claims thereunder and, in such case, Mortgagor covenants to sign upon demand all receipts, vouchers and releases required to be signed by the insurance companies. Mortgagee, at its option, may apply all or any part of the insurance proceeds of any loss either to the reduction of the indebtedness secured hereby in such order or manner as Mortgagee may elect or to the restoration or repair of the premises. Any such application of proceeds to principal shall not extend or postpone the due date of the installments, if any, due under the Note or change the amount of such installments. If, as provided in this Mortgage, the premises are acquired by Mortgagee, all right, title and interest of Mortgagor in and to any insurance policies and in and to the proceeds thereof resulting from loss or damage to the premises prior to the sale or acquisition shall pass to Mortgagee to the extent of the sums secured by this Mortgage immediately prior to such sale or acquisition.

4. If the premises or any part thereof shall be taken by condemnation, eminent domain or other taking, or by agreement between Mortgagor, Mortgagee and those authorized to exercise such right, Mortgagee is hereby empowered to collect and receive all compensation which may be paid for any property so taken or for damages to any property not taken and all condemnation compensation so received shall be applied by Mortgagee as it may elect to the 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 secured hereby shall be delivered to Mortgagor. Such application of condemnation compensation shall not extend or postpone the due dates of the installments, if any, due under the Note or change the amounts of such installments.

NOTE IDENTIFYING
with list of
date 1/23/86

88

DESCRIPTION ATTACHED UNIT 8 CONTAINED BY DOCUMENT FROM OFF# 19440921

3485679

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MORTGAGE

LOAN No.
 LAND TITLE
 Box
 100 W. MONROE 4th FLOOR
 CHICAGO, ILLINOIS 60603
 FILE # 7C 42670.15
 66

COLUMBIA NATIONAL BANK
 5250 N. HARLEM AVENUE
 CHICAGO, ILLINOIS 60630

Dec 23 1954 PM 11
 REGISTERED OF TITLES

ADDRESS OF PROPERTY:
 629987C

1424481
 IN DUPLICATE
 3

629987C

DO HEREBY CERTIFY THAT
 I, a Notary Public in and for said County in the State aforesaid,
 personally known to me to be the
 of the partner
 partnership, and personally known to me to be the same person
 subscribed to the foregoing instrument appeared before me this day in person and acknowledged that
 the said instrument as
 therein set forth,
 GIVEN under my hand and Notarial Seal this
 day of
 My Commission Expires:

STATE OF ILLINOIS
 COUNTY OF
 } SS.

ACKNOWLEDGEMENT

DO HEREBY CERTIFY THAT
 I, a Notary Public in and for said County in the State aforesaid,
 personally known to me to be the
 President of
 corporation, and
 Secretary of said corporation, and personally known to me to be the same persons whose names are
 subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that as such
 President and
 Secretary of said corporation, and caused the corporate seal of said corporation to be affixed thereto, pursuant to authority, given by the
 Board of Directors of said corporation as their free and voluntary act, and as the free and voluntary act of said corporation, for the uses and
 purposes therein set forth.
 GIVEN under my hand and Notarial Seal this
 day of
 My Commission Expires:

STATE OF ILLINOIS
 COUNTY OF
 } SS.

ACKNOWLEDGEMENT

DO HEREBY CERTIFY THAT
 I, a Notary Public in and for said County in the State aforesaid, do
 hereby certify that
 Vice President of
 and
 Secretary of said
 same persons whose names are subscribed to the foregoing instrument as such
 Vice President and Assistant 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 acts, and as the free and voluntary act of said
 free and voluntary act and as the free and voluntary act of said
 the uses and purposes therein set forth.
 GIVEN under my hand and Notarial Seal this
 day of
 My Commission Expires:

STATE OF ILLINOIS
 COUNTY OF
 } SS.

ACKNOWLEDGEMENT

DO HEREBY CERTIFY THAT
 I, a Notary Public in and for said County in the State aforesaid, do
 hereby certify that
 Assistant
 and
 Secretary of said
 same persons whose names are subscribed to the foregoing instrument as such
 Vice President and Assistant 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 acts, and as the free and voluntary act of said
 free and voluntary act and as the free and voluntary act of said
 the uses and purposes therein set forth.
 GIVEN under my hand and Notarial Seal this
 day of
 My Commission Expires:

STATE OF ILLINOIS
 COUNTY OF
 } SS.

Property of Cook County Clerk's Office

UNOFFICIAL COPY

ACKNOWLEDGEMENT (Trustee)

STATE OF ILLINOIS }
COUNTY OF Cook } SS.

I, Chae S. Cattle, a Notary Public in and for said County in the State aforesaid, do hereby certify that Chae S. Cattle Vice President of COLUMBIA NATIONAL BANK OF CHICAGO and Chae S. Cattle and True Officer Assistant Secretary of said COLUMBIA NATIONAL BANK OF CHICAGO, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such True Officer and Assistant 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 acts, and as the free and voluntary act of said Chae S. Cattle as Trustee, for the uses and purposes therein set forth; and the said Assistant Secretary did also then and there acknowledge that he, as custodian for the corporate seal of said COLUMBIA NATIONAL BANK OF CHICAGO, did affix the said instrument as his own free and voluntary act and as the free and voluntary act of said Chae S. Cattle, as Trustee, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 10th day of Dec, 1985
My Commission Expires: 8-12-87 Alvan B. Wishek
Notary Public

ACKNOWLEDGEMENT (Corporation)

STATE OF ILLINOIS }
COUNTY OF } SS.

I, _____, a Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY that _____ personally known to me to be the _____ President of _____ a _____ Corporation, and _____ personally known to me to be the _____ Secretary of said corporation, and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that as such _____ President and _____ Secretary, they signed and delivered the said instrument as _____ President and Secretary of said corporation, and caused the corporate seal of said corporation to be affixed thereto, pursuant to authority, given by the Board of Directors of said corporation as their free and voluntary act, and as the free and voluntary act of said corporation, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this _____ day of _____, 19____
My Commission Expires: _____

Notary Public

ACKNOWLEDGEMENT (Partnership)

STATE OF ILLINOIS }
COUNTY OF } SS.

I, _____, a Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY THAT _____ personally known to me to be _____ of the partner _____ of _____ a _____ partnership, and personally known to me to be the same person _____ whose name subscribed to the forgoing instrument appeared before me this day in person and acknowledged that _____ signed and delivered the said instrument as _____ free and voluntary act and as the free and voluntary act of said partnership, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this _____ day of _____, 19____
My Commission Expires: _____

Notary Public



FILE # TC 42670.C5
GC

LAND TITLE BOX
100 W. MONROE, 4TH FLOOR
CHICAGO, ILLINOIS 60603

MORTGAGE

TO
COLUMBIA NATIONAL BANK
5250 N. HARLEM AVE
CHICAGO, ILLINOIS 60630

PROPERTY OF TITLES
DEC 23 1 45 PM '85

3485679

ADDRESS OF PROPERTY: 3485679

1424481 IN DUPLICATE

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UNOFFICIAL COPY

16. If the payment of the indebtedness secured hereby or any part thereof be extended, varied, or if any part of the security therefor or any guarantor thereof be released, all persons now or at any time hereafter liable therefor, or interested in the premises, shall be held to assent to such extension, variation or release, and their liability and the lien and all provisions of this Mortgage shall continue in full force and effect, the right of recourse against all such persons being expressly reserved by Mortgagee, notwithstanding any such extension, variation or release.

17. Subject to applicable law or a written waiver by Mortgagee, Mortgagor shall pay to Mortgagee on the day installments are payable under the Note, until the Note is paid in full, a sum (herein "Funds") equal to the annual real estate taxes, special assessments, property insurance premiums and mortgage insurance premiums, if any, payable with respect to the premises, all as estimated by Mortgagee, divided by the number of installments to be made on the Note in each year. Notwithstanding the foregoing, Mortgagor shall not be obligated to make such payments of funds to Lender to the extent that Mortgagor makes such payments to the holder of a prior mortgage or deed of trust if such holder is an institutional lender.

If Mortgagor pays Funds to Mortgagee, the Funds shall be held by Mortgagee and may be commingled with such other funds or its funds. Unless applicable law requires interest to be paid, Mortgagee shall not be required to pay Mortgagor any interest or earnings on the Funds.

Upon presentation to Mortgagee by Mortgagor of bills therefor, Mortgagee shall apply the Funds to pay said taxes, assessments and insurance premiums. If the amount of the Funds held by Mortgagee shall not be sufficient to pay all of the taxes, assessments and insurance premiums when the same shall become due, then Mortgagor shall pay to Mortgagee on demand any amount necessary to make up the deficiency. Deposits for taxes and assessments required hereunder shall be made on the tax assessment year basis so that the amount accumulated during any calendar year is sufficient to pay the taxes and assessments for such calendar year, payable during the following calendar year, and if such deposits prove insufficient for that purpose, Mortgagor shall upon receipt of the bills covering such taxes and assessments forthwith deposit with Mortgagee the amount of the deficiency for the prior calendar year to which such bills relate. If the amount of Funds held by Mortgagee, together with the future installments of Funds payable prior to the due dates of taxes, assessments and insurance premiums, shall exceed the amount required to pay such taxes, assessments and insurance premiums as they become due, such excess shall be, at Mortgagee's option, either promptly repaid to Mortgagor or credited on subsequent payments to be made for such items.

The Funds are pledged as additional security for the indebtedness secured hereby and, in the event of a default hereunder or under the Note, at the option of Mortgagee, Mortgagee may, without being required to do so, apply any Funds at the time on deposit to payment, in whole or in part, of any of Mortgagor's obligations herein or in the Note contained in such order and manner as Mortgagee may elect.

18. If Mortgagor is a corporation, Mortgagor hereby releases and waives, to the fullest extent permitted by applicable law, any and all rights of redemption from sale under any order or decree of foreclosure of this Mortgage. If Mortgagor is a corporate trustee, Mortgagor hereby releases and waives to the fullest extent permitted by applicable law, any and all rights of redemption from sale under any order or decree of foreclosure of this Mortgage and represents that it is duly authorized and empowered by the trust instruments and by all necessary persons to make such waiver and release.

19. All amounts advanced by Mortgagee in accordance herewith to protect the premises or the security of this Mortgage shall become additional indebtedness secured by this Mortgage and shall bear interest from the date of disbursement at the post-maturity rate specified in the Note or, if no post-maturity rate is specified in the Note, then at the rate of 18% per annum unless payment of interest at such rate would be contrary to applicable law, in which event such amounts shall bear interest at the highest rate permissible under applicable law.

20. If, by the laws of the United States of America or of any state or municipality having jurisdiction over the premises, any tax is due or becomes due in respect of the issuance of the Note, Mortgagor shall pay such tax in the manner required by law.

21. Time is of the essence of this Mortgage and of the performance by Mortgagor of its obligations hereunder.

22. This Mortgage and all provisions thereof shall extend to and be binding upon Mortgagor and all persons claiming under or through Mortgagor; the word "Mortgagor" when used herein shall include all such persons and all persons liable for the payment of the indebtedness secured hereby or any part thereof, whether or not such persons shall have executed the Note or this Mortgage. The word "Note" when used herein shall be construed to mean "Notes" when more than one note is used. If more than one person shall have executed this Mortgage, then all such persons shall be jointly and severally liable hereon.

23. Wherever possible, each provision of this Mortgage shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision or clause of this Mortgage be deemed to be prohibited by or invalid under applicable law, such provision or clause shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or clause or the remaining provisions and clause of this Mortgage.

24. Mortgagee shall release this Mortgage and the lien thereof by proper instrument upon payment and discharge of all indebtedness secured hereby and payment of a reasonable fee to Mortgagee for the execution of such release.

25. This Mortgage has been delivered at Chicago, Illinois, and the rights and obligations of the parties hereunder, including matters of validity, performance, construction and enforcement shall be governed and construed in accordance with the laws of the State of Illinois.

26. If Mortgagor is a trustee, then this Mortgage is executed by Mortgagor, not personally but solely as trustee as aforesaid in the exercise of the power and authority conferred upon and vested in it as such trustee and Mortgagor hereby warrants that it possesses full power and authority to execute this instrument. It is expressly understood and agreed that nothing herein contained shall be construed as creating any liability on Mortgagor as trustee as aforesaid, or on Mortgagor personally to pay the Note or any interest that may accrue thereon, 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 Mortgagee and by every person now or hereafter claiming any right or security hereunder.

IN WITNESS WHEREOF, Mortgagor has executed and delivered this Mortgage on the day and year first above written. Columbia National Bank of Chicago, Trustee under Trust Agreement dated November 25, 1985 and known as Trust No. 2209

[Signature]
Notary Public

Attorney by *Charles S. Costo Jr.*

ACKNOWLEDGEMENT (Individual)

STATE OF ILLINOIS }
COUNTY OF } SS.

I, _____, a Notary Public in and for and residing in said County, in the State aforesaid, DO HEREBY CERTIFY THAT _____ whose name _____ subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that _____ signed and delivered the said instrument as _____ free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of their right of homestead.

GIVEN under my hand and Notarial Seal this _____ day of _____, 19 _____.

My Commission Expires: _____

Notary Public

3485679

