

UNOFFICIAL COPY  
MORTGAGE

3639566

CONV.—ILL.  
OR IND.

NOTE IDENTIFIED

NOTE also effect copy on 7/23/84

3639566

THIS INDENTURE WITNESSETH, THAT THE MORTGAGOR FIRST NATIONAL BANK OF ILLINOIS,  
Trustee under Tr. Agree dtd 6/24/65 AKA Tr. No. 2114 of the  
Village of Lansing in the County of Cook and State of Illinois

MORTGAGE s AND WARRANT s, to \_\_\_\_\_

FIRST NATIONAL BANK OF ILLINOIS, LANSING, ILLINOIS

a National Banking Association organized and existing under the laws of the United States of America, County of Cook and  
State of Illinois to secure the payment of a certain promissory note executed by \_\_\_\_\_

it, its beneficiaries \_\_\_\_\_ bearing even date herewith, payable to the  
order of the FIRST NATIONAL BANK OF ILLINOIS, LANSING, ILLINOIS, in the Principal sum of \_\_\_\_\_

One Hundred Thousand and NO/100 ( \$100,000.00 )

Dollars and interest on the balance of principal remaining from time to time unpaid at the rate 11.0 per cent  
per annum in installments as follows: Two Thousand One Hundred Seventy Five and NO/100

\$2,175.00 Dollars on the 1st

day of September, 1981, and Two Thousand One Hundred Seventy Five and NO/100

\$2,175.00 Dollars on the 1st day of each month thereafter until this note is fully paid except that

the final payment of principal and interest, if not sooner paid, shall be due on the 1st day of August,

1992. All such payments on account of the indebtedness evidenced by this note shall be first applied to interest on the  
unpaid principal balance and the remainder to principal, the following described real estate to wit:

- Lot Two (except the North Twenty (20) feet thereon) (2)
- All of Lot Three (3)

In Block Fourteen (14) in Ridgewood Gardens Addition, being a Subdivision of the  
West Half (1/2) of the South East Quarter (1/4) of Section 31, Township 36 North, Range 15,  
East of the Third Principal Meridian, Cook County, Illinois, except the Chicago and  
Grand Trunk Railroad Right-of-Way as located through said Section 31.

P.I.N. 30-31-425-003 - LOT-3  
DAO 30-31-425-007 - LOT-2  
&

This is a Second Mortgage

18521-41 Wildwood & 18520-40 Oakwood, Lansing, Illinois 60438  
The Mortgagor hereby waives any and all right of redemption from sale under any  
order or decree of foreclosure of this mortgage, on its own behalf and on behalf  
of each and every person, except decree or judgement creditors of the Mortgagor  
acquiring any interest in or title to the premises subsequent to the date of this mortgage.  
situated in the County of Cook in the State of Illinois, hereby releasing and waiving all rights under and by  
virtue of the Homestead Exemption Laws of the State 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.

AND IT IS EXPRESSLY PROVIDED AND AGREED, that 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 said mortgagee,

its heirs, executors, administrators, attorneys or assigns, become immediately due and payable. And this

mortgage may be immediately foreclosed to pay the same by said mortgagee, its heirs, executors,

administrators, attorneys, or assigns. And it shall be lawful for the said mortgagee, its 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. The mortgagee may collect a "Late Charge" not to exceed four cents (4¢) for each dollar (\$1.00)  
for each payment more than fifteen (15) days in arrears, to cover the extra expense involved in handling delinquent payments.

Prepared by: First National Bank of Illinois, 3256 Ridge Road, Lansing, Illinois

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AS DETERMINED by the Mortgagor from time to time, and in order to provide for the payment of taxes, assessments and insurance premiums required to be paid hereunder by Mortgagors, Mortgagors shall deposit with the holders of the Note, or such other person, firm or corporation as the holders of the Note may designate, on each monthly payment date an amount equal to 1/12th of the annual taxes and assessments levied against the premises and 1/12th of the annual premium on all such insurance as determined by the amount of the last available bills. The monies thus deposited in such tax and insurance reserves are to be held without interest and are to be applied to the payment of such taxes and assessments as the same become due or for renewing insurance policies when the same expire or for payment of premiums thereon, and in the event any deficit shall exist in the amount of such deposits Mortgagors agree to deposit any amount necessary to make up the deficiency. Nothing in this paragraph contained, however, shall relieve Mortgagors from the performance of any other covenants and agreements relative to the payment of taxes, assessments and insurance premiums. In case of default in payment of any monthly installment or in the performance of any of the covenants and agreements of Mortgagors herein contained, the holders of the Note may apply any and all sums then on deposit on account of the indebtedness secured hereby.

IT IS FURTHER UNDERSTOOD AND AGREED THAT: Mortgagors shall (1) promptly repair, restore or rebuild any buildings or improvements now or hereafter on the premises which may become damaged or destroyed; (2) keep said premises in good condition and repair, without waste, and free from mechanic's or other liens or claims for lien not expressly subordinated to the lien hereof; (3) pay when due any indebtedness which may be secured by a lien or charge on the premises superior to the lien hereof, and upon request exhibit satisfactory evidence of the discharge of such prior lien to Mortgagee or to holders of the note; (4) complete within a reasonable time any building or buildings now or at any time in process of erection upon said premises; (5) comply with all requirements of law or municipal ordinances with respect to the premises and the use thereof; and (6) without prior written consent of the holder or holders of the Note being first had and obtained, not make, permit, cause, or contract or agree to, the sale, assignment, transfer or lease of said premises, or any portion thereof or interest therein, and not make any material alteration in said premises except as required by law or municipal ordinance.

The Holders of the Note may elect to accelerate as provided in the Note for breach of this covenant, and no delay in such election after actual or constructive notice of such breach shall be construed as a waiver of or acquiescence in any such conveyance or encumbrance.

UPON THE FILING OF ANY BILL to foreclose this mortgage in any Court having jurisdiction thereof, such Court may 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 attorneys' or solicitors' fees, to be included in

the decree, and all monies 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.

DATED, this 27th day of July, A.D. 19 87.

FIRST NATIONAL BANK OF ILLINOIS, Trustee (SEAL)  
under Tr. Agree dated 6/24/65 AKA Tr. 2114  
SEE ATTACHED SIGNATURE SHEETS (SEAL)

STATE of \_\_\_\_\_ } ss. \_\_\_\_\_ (SEAL)  
COUNTY of \_\_\_\_\_ } \_\_\_\_\_ (SEAL)

I, \_\_\_\_\_, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY, that \_\_\_\_\_

personally known to me to be the same person whose name \_\_\_\_\_ subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he signed, sealed and delivered the said instrument as \_\_\_\_\_ 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 notarial seal, this \_\_\_\_\_ day of \_\_\_\_\_.

A.D. 19 \_\_\_\_\_

Notary Public

3639566

Real Estate Mortgage

TO  
THE FIRST NATIONAL BANK  
OF ILLINOIS  
LANSING, ILLINOIS

# UNOFFICIAL COPY

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THIS MORTGAGE is executed by the FIRST NATIONAL BANK OF ILLINOIS, LANSING, ILLINOIS 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 First National Bank of Illinois, 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 first Party or on said NATIONAL BANK OF ILLINOIS personally to pay the said note or any interest that may accrue thereon, or any indebtedness accruing hereunder or to perform and 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 and that so far as the First Party and its successors and said FIRST NATIONAL BANK OF ILLINOIS personally are concerned, the legal holder or holders of said note and the owner or 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 and in said note provided or by action to enforce the personal liability of the guarantor, if any.

IN WITNESS WHEREOF, FIRST NATIONAL BANK OF ILLINOIS, not personally but as Trustee aforesaid, has caused these presents to be signed by its Trust Officer or one of its \_\_\_\_\_ and its corporate seal to be hereunto affixed and attested by its Vice President, this 27th day of July 19 87.

FIRST NATIONAL BANK OF ILLINOIS, Lansing, Illinois, not personally but as Trustee under the provisions of a Trust Agreement dated June 24, 1965 and KNOWN AS Trust No. 2114.

ATTEST:

Gilbert Bettinardi  
 GILBERT BETTINARDI, VICE PRESIDENT

State of Illinois )  
 ) SS  
 County of Cook )

BY: William P. Turner  
 WILLIAM P. TURNER, TRUST OFFICER

I, Merle J. Herrick, A Notary Public in and for said County and in the State aforesaid, DO HEREBY CERTIFY, that William P. Turner of the FIRST NATIONAL BANK OF ILLINOIS, a National Banking Association, and Gilbert Bettinardi, of said FIRST NATIONAL BANKING ASSOCIATION, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Trust Officer and Vice President, respectfully, 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 National Banking Association, as Trustee, for the uses and purposes therein set forth; and the said Vice President did also then and there acknowledge the he, as custodian of the corporate seal of said National Banking Association, did affix the said corporate seal of said National Banking Association to said instrument as his own free and voluntary act, and as the free and voluntary act of said National Banking Association, as Trustee for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 27th day of July, 1987.

MY COMMISSION EXPIRES:

Sept. 11, 1989

Merle J. Herrick  
 NOTARY PUBLIC  
 Merle J. Herrick

3539566

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IN DUPLICATION

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3639566

Submitted by \_\_\_\_\_  
 Address \_\_\_\_\_  
 Promised \_\_\_\_\_  
 Deliver cert. \_\_\_\_\_  
 Address \_\_\_\_\_  
 Deliver Duplicate Trust \_\_\_\_\_  
 Address 3639566 \_\_\_\_\_  
 Notified \_\_\_\_\_

1st Nat Bank of IL  
 Bart Ridge Rd  
 DE 60438

Property of Cook County Clerk's Office