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SUBJECT TO THE
TRUST AGREEMENT AND MANDATE

It is expressly understood and agreed by and between the parties hereto, anything herein to the contrary notwithstanding, that each and all of the warranties, indemnities, representations, covenants, undertakings and agreements herein made on the part of the Trustee while in form purporting to be the warranties, indemnities, representations, covenants, undertakings and agreements of said Trustee are nevertheless each and every one of them, made and intended not as personal warranties, indemnities, representations, covenants, undertakings and agreements by the Trustee or for the purpose or with the intention of binding said Trustee personally but are made and intended for the purpose of binding only that portion of the trust property specifically described herein, and this instrument is executed and delivered by said Trustee not in its own right, but solely in the exercise of the powers conferred upon it as such Trustee; and that no personal liability or personal responsibility is assumed by nor shall at any time be asserted or enforceable against the **Charter Bank & Trust of Illinois** or any of the beneficiaries under said Trust Agreement, on account of this instrument or on account of any warranty, indemnity, representation, covenant, undertaking or agreement of the said Trustee in this instrument contained, either expressed or implied, all such personal liability, if any, being expressly waived and released.

Charter Bank
AND TRUST OF ILLINOIS

1400 Irving Park Rd.
Hanover Park, IL 60103
312/837-2700

FORMERLY
First State Bank & Trust Co.
of Hanover Park

BANK PRINT, INC.

Property of Clerk's Office

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First State Bank and Trust Company of

This instrument was prepared by (Name) (Address) 1030 W. Chicago Ave. Chicago

Hanover Park

U/T 728 dated December 13, 1979

THE NATIONAL SECURITY BANK OF CHICAGO CHICAGO, ILLINOIS 60622

MORTGAGOR

"I" includes each mortgagor above.

MORTGAGEE

"You" means the mortgagor, its successors and assigns.

REAL ESTATE MORTGAGE: For value received, I, First State Bank & Trust Company of Hanover Park, U/T 728 dated Dec. 13, 1979, give and warrant to you to secure the payment of the secured debt described below, on 927 N. Harvey Oak Park, IL 60302, the real estate described below and all rights, easements, appurtenances, rents, leases and existing and future improvements and fixtures (all called the "property").

PROPERTY ADDRESS: 927 N. Harvey Oak Park Illinois 60302 (Street) (City) (Zip Code)

LEGAL DESCRIPTION:

LOT TEN------(10) In the Subdivision of the East 358.52 feet of Lot 11 of the Superior Court Commissioner's Partition of the South Half (1/2) of the South 85 acres of the Northwest Quarter (1/4) of Section 5, and the South Half (1/2) of the East 17 acres of the South 85 acres of the Northeast Quarter (1/4) of Section 6, all in Township 39 North, Range 13, East of the Third Principal Meridian.

PIN: 16-05-121-030-0000

* N/K/A CHARTER BANK AND TRUST OF ILLINOIS

NOTE IDENTIFIED ACTE - 10871444

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located in Cook County, Illinois.

TITLE: I covenant and warrant title to the property, except for encumbrances of record, municipal and zoning ordinances, current taxes and assessments not yet due and

SECURED DEBT: This mortgage secures repayment of the secured debt and the performance of the covenants and agreements contained in this mortgage and in any other document incorporated herein. Secured debt, as used in this mortgage, includes any amounts I owe you under this mortgage or under any instrument secured by this mortgage.

The secured debt is evidenced by (List all instruments and agreements secured by this mortgage and the dates thereof.):

[X] Equity Line Agreement and Disclosure Statement dated October 21, 1987

[] Future Advances: All amounts owed under the above agreement are secured even though not all amounts may yet be advanced. Future advances under the agreement are contemplated and will be secured and will have priority to the same extent as if made on the date this mortgage is executed.

[X] Revolving credit loan agreement dated October 21, 1987, with initial annual interest rate of 9 3/4%. All amounts owed under this agreement are secured even though not all amounts may yet be advanced. Future advances under the agreement are contemplated and will be secured and will have priority to the same extent as if made on the date this mortgage is executed.

The above obligation is due and payable on September 21, 1992, if not paid earlier. The total unpaid balance secured by this mortgage at any one time shall not exceed a maximum principal amount of Twenty-five Thousand and NO/100 Dollars (\$ 25,000.00), plus interest, plus any disbursements made for the payment of taxes, special assessments, or insurance on the property, with interest on such disbursements.

[X] Variable Rate: The interest rate on the obligation secured by this mortgage may vary according to the terms of that obligation. [] A copy of the loan agreement containing the terms under which the interest rate may vary is attached to this mortgage and made a part hereof.

TERMS AND COVENANTS: I agree to the terms and covenants contained in this mortgage and in any riders described below and signed by me.

[] Commercial [] Construction []

SIGNATURES:

Charter Bank & Trust of Illinois, not personally but solely as Trustee under Trust Agreement dated December 13, 1979

By: [Signature] FORMERLY First State Bank & Trust Co. of Hanover Park

ACKNOWLEDGMENT: STATE OF ILLINOIS, DuPage County ss:

The foregoing instrument was acknowledged before me this 24th day of October, 1987, by [Signature]

Corporate or Partnership Acknowledgment [Signature] of [Signature] (Name of Corporation or Partnership) on behalf of the corporation or partnership.

My commission expires: My commission expires January 26, 1989

[Signature] (Notary Public)

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HARRY (BUDDY) GERRILL
RECORDS & DEEDS

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1-28-95
1-28-95
1-28-95

Answered TTS

250 W Hillside

Highway 557185 IL

6/9/95

1. **Payments:** I agree to make all payments on the secured debt when due. Unless we agree otherwise, any payments you receive from me or from a third party shall be applied first to the secured debt (exclusive of interest or principal), second, to interest and then to principal. If partial prepayment of the secured debt occurs for any reason, it will not reduce or excuse any subsequently scheduled payment until the secured debt is paid in full.
2. **Claims against Title:** I will pay all taxes, assessments, liens and encumbrances on the property when due and will defend title to the property against any claims which would impair the lien of this mortgage. You may require me to assign any rights, claims or defenses which I may have against parties who supply labor or materials to improve or maintain the property.
3. **Insurance:** I will keep the property insured under terms acceptable to you at my expense and for your benefit. You will be named as loss payee or as the insured on any such insurance policy. Any insurance proceeds may be applied, within your discretion, to either the restoration or repair of the damaged property or to the secured debt. If you require mortgage insurance, I agree to maintain such insurance for as long as you require.
4. **Property:** I will keep the property in good condition and make all repairs reasonably necessary.
5. **Expenses:** I agree to pay all your expenses, including reasonable attorney's fees if I break any covenants in this mortgage or in any obligation secured by this mortgage. Attorney's fees include those awarded by an appellate court. I will pay these amounts to you as provided in Covenant 10 of this mortgage.
6. **Default and Acceleration:** If I fail to make any payment when due or break any covenants under this mortgage, any prior mortgage or any other obligation secured by this mortgage, you may accelerate the maturity of the secured debt and demand immediate payment and exercise any other remedy available to you. You may foreclose this mortgage in the manner provided by law.
7. **Assignment of Rents and Profits:** I assign to you the rents and profits of the property, unless we have agreed otherwise in writing. I may collect and retain the rents as long as I am not in default. If I default you, your agent, or a court appointed receiver may take possession and manage the property and collect the rents. Any rents you collect shall be applied first to the costs of managing the property, including court costs and attorney's fees, commissions to rental agents, and any other necessary related expenses. The remaining amount of rents will then apply to payments on the secured debt as provided in Covenant 1.
8. **Waiver of Homestead:** I hereby waive all right of homestead exemption on the property.
9. **Condominium, Condominiums, Planned Unit Development:** I agree to comply with the provisions of any laws if this mortgage is on a residential lot or unit in a condominium or a planned unit development. I will perform all of my duties under the covenants, by-laws, or regulations of the condominium or planned unit development.
10. **Authority of Mortgagee to Perform for Mortgagee:** If I fail to perform any of my duties under this mortgage, you may perform the duties or cause them to be performed. You may sign my name or pay any amount necessary for performance. If any construction on the property is discontinued or not carried on in a responsible manner, you may do whatever is necessary to protect your security interest in the property. This may include completing the construction.
- Your failure to perform will not constitute you from exercising any of your other rights under the law or this mortgage.
- Any amounts paid by you to protect your security interest will be secured by this mortgage. Such amounts will be due on demand and will bear interest from the date of the payment until paid in full at the interest rate in effect on the secured debt.
11. **Inspection:** You may enter the property to inspect it if you give me notice beforehand. The notice must state the reasonable cause for your inspection.
12. **Condemnation:** I agree to you the proceeds of any award or claim for damages connected with a condemnation or other taking of all or any part of the property. Such proceeds will be applied as provided in Covenant 1. This assignment is subject to the terms of any prior security agreement.
13. **Waiver:** By receiving any remedy available to you, you do not give up your right to later consider the event a default if it happens again. remedy, if I default, you do not waive your right to later consider the event a default if it happens again.
14. **Joint and Several Liability, Co-signers, Successors and Assigns:** All duties under this mortgage are joint and several. If I co-sign this mortgage but do not sign the underlying debt I do so only to mortgage my interest in the property in the terms of this mortgage. I also agree that you and any party to this mortgage may extend, modify or make any other change in the terms of this mortgage secured debt without my consent. Such a change will not release me from the terms of this mortgage.
- The duties and liability of this mortgage shall bind and benefit the successors and assigns of either or both of us.
15. **Notice:** Unless otherwise specified by law, any notice to me shall be given or delivered to you by certified mail to your address on the front side of this mortgage, or to any other address that I tell you. I will give any notice to you by certified mail to your address on the front side of this mortgage. Any notice shall be deemed to have been given to either of us when given to the other as stated above.
16. **Transfer of the Property or a Beneficial Interest in the Mortgage:** If all or any part of the property or any interest in it is sold or transferred without your prior written consent, you may demand immediate payment of the secured debt. You may also demand immediate payment of the mortgage if it is prohibited by federal law as of the date of this mortgage. However, you may not demand payment in the above situations if it is prohibited by federal law as of the date of this mortgage.
17. **Release:** When I have paid the secured debt, you will discharge this mortgage without charge. I may, however, incur all costs to record this mortgage.

Property of Cook County, Illinois