

# UNOFFICIAL COPY

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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 Chicago Title and Trust Company, 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.

IN WITNESS WHEREOF, Chicago Title and Trust Company, not personally but as Trustee as aforesaid, has caused these presents to be signed by its Assistant Vice President, and its corporate seal to be hereunto affixed and attested by its Assistant Secretary, the day and year first above written.

CHICAGO TITLE AND TRUST COMPANY, As Trustee as aforesaid and not personally,  
By Monica Sanders ASSISTANT VICE-PRESIDENT  
Attest Sheila Dauverpont ASSISTANT SECRETARY

Corporate Seal

STATE OF ILLINOIS,

SS.

COUNTY OF COOK  
"OFFICIAL SEAL"

Lynda S. Barrie  
Notary Public, State of Illinois  
My Commission Expires 4/2/90

Notarial Seal

I, the undersigned, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY, that the above named Assistant Vice President and Assistant Secretary of the CHICAGO TITLE AND TRUST COMPANY, *Oraxia*, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Assistant 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 act and as the free and voluntary act of said Company for the uses and purposes therein set forth; and the said Assistant Secretary then and there acknowledged that said Assistant Secretary, as custodian of the corporate seal of said Company, caused the corporate seal of said Company to be affixed to said instrument as said Assistant Secretary's own free and voluntary act and as the free and voluntary act of said Company for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this MAY 25 1998, 19\_\_  
Lynda S. Barrie  
Notary Public

NF86-1

Clerk's Office

3710524  
**UNOFFICIAL COPY**

This Second Mortgage, made this 29th day of May, 1988 between Mortgagor, Chicago Title & Trust Company as Trustee, Under Trust Agreement dated 4-10-84, Trust #1085164

("Borrower"), and Mortgagee, Continental Bank of Buffalo Grove, N.A., a national banking association whose address is 555 West Dundee Road, Buffalo Grove, Illinois 60090 ("Lender").

Borrower is indebted to Lender in the principal sum of Two hundred fifty thousand and 00/100 Dollars (\$250,000.00) which is evidenced by Borrower's Note bearing the same date as this Mortgage (the "Note") payable with interest at the rate stated in the Note to the order of Lender in monthly installments with the balance due, if not sooner paid, on May 25, 1989.

To secure to Lender the repayment of the Note with interest, the payment of all other sums, with interest, advanced in order to protect the security of this Mortgage, and the performance of all other agreements of the Borrower contained in the Note and this Mortgage, Borrower does hereby mortgage, grant and convey to Lender the following described property located in the County of Cook, State of Illinois.

SEE ATTACHED SCHEDULE A

Together with the buildings, improvements, easements and appurtenances on the real property and together with all Borrower's rights, title and interest in the streets next to the real property to their center lines, and together with all fixtures and articles of personal property, other than household furniture and other furniture, and together with all condemnation awards made for any taking by a governmental agency of the whole or any part of any of the property described.

This property is unencumbered except for that certain Mortgage dated April 10, 1984 to Chicago Title & Trust Company as Trustee, U/T/A dated 4-10-84, Trust #1085164 (First Mortgage), as Mortgagee (First Mortgagee).

During the term of this Mortgage, Borrower agrees to the following:

- Borrower shall promptly pay when due the principal of and interest on the indebtedness evidenced by the Note, late charges, if any, as provided in the Note, all other sums secured by this Mortgage and the indebtedness secured by the First Mortgage.
- All taxes, assessments, liens and encumbrances of all kinds in connection with this property shall be paid promptly when due and if not so paid, Lender shall have the option of paying the same, adding the costs to the debt secured by this Mortgage, the added amount drawing interest at the same rate as provided under the Note.
- Borrower agrees to keep the above described property insured against damage by fire and all hazards insured by the usual policies required to protect lenders (extended coverage) in amounts and with a company acceptable to Lender. The insurance policy shall include a standard Mortgage clause, protecting Lender as Junior Mortgagee. If not so insured, Lender shall have the option of purchasing but shall not be required to purchase such extended coverage on behalf of Borrower, and adding the cost to the debt secured by this Mortgage with the additional amount accruing interest at the rate stated in the Note. If Lender receives any insurance proceeds, Lender need not pay Borrower interest on such money and can use the money (a) to reduce Borrower's obligation under the Note, or (b) pay Borrower such portion of the proceeds as Lender in its sole discretion chooses to pay for repairs or such other purpose as Lender may direct.
- Borrower will keep all improvements on the property in good order and repair and will not commit or suffer any waste of the premises and will not remove any of the improvements from the premises. Lender may inspect the premises after providing reasonable notice to Borrower, and may enter the premises to make repairs and the amount advanced by Lender shall be added to the debt secured by this Mortgage and shall accrue interest at the rate stated in the Note.
- Borrower hereby assigns to Lender all leases, rentals and the income from the premises during the term of the Mortgage.
- During the term of this Mortgage, any additions or improvements to the premises shall also be covered by this Mortgage.
- If all or any part of the property or an interest therein (including without limitation the beneficial interest in an Illinois Land Trust holding title to the property) is sold or transferred by Borrower without Lender's prior written consent excluding (a) the creation of a lien of encumbrance subordinate to this Mortgage, (b) the creation of a purchase money security interest for household appliances, (c) a transfer by devise, descent or by operation of law upon the death of a joint tenant, or (d) the grant of any leasehold interest of three years or less not containing an option to purchase, Lender may, at Lender's option, declare all the sums secured by this Mortgage to be immediately due and payable. Upon Borrower's breach of any agreement contained in this Mortgage or the First Mortgage, including the promise to pay when due any sums secured by this Mortgage or by the First Mortgage, Lender may, in accordance with applicable law, demand immediate payment of all sums secured by this Mortgage without further demand and may foreclose this Mortgage by judicial proceeding. Lender shall be entitled to collect in this proceeding all expenses of foreclosure, including but not limited to, reasonable attorney's fees and costs of documentary evidence, stenographer's fees, abstracts, title reports and title insurance. Any such sum shall be secured by this Mortgage and included in the decree of foreclosure and will draw interest at the same rate as the Note.
- The lien of this Mortgage is and at all times shall remain junior and subordinate to the First Mortgage and the rights of the First Mortgagee. In the event Borrower's performance of promises under this Mortgage would constitute a default under the First Mortgage, such compliance will be excused but only to the extent necessary to avoid such default under the First Mortgage. The lien of this Mortgage and the indebtedness secured by this Mortgage shall not merge with the First Mortgage and the indebtedness secured by it even though the Lender is the same person as the First Mortgagee.
- Borrower hereby waives and releases all rights under and by virtue of the homestead exemption laws of the State of Illinois.

IN WITNESS WHEREOF, Borrower has executed this Mortgage.

Chicago Title & Trust Company as Trustee, U/T/A dated 4-10-84, Trust #1085164

Borrower

Borrower

3710524

# UNOFFICIAL COPY

STATE OF ILLINOIS

COUNTY OF \_\_\_\_\_

\_\_\_\_\_  
a notary public in and for said County and State, do hereby certify that \_\_\_\_\_

personally known to me to be the same person(s) whose name(s) subscribed to the foregoing instrument, appears before me this day in person, acknowledged that (he/she/-they) signed and delivered the said instrument as (his/her/their) free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal this \_\_\_\_\_ of \_\_\_\_\_, 19 \_\_\_\_\_

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
My Commission Expires:

## SCHEDULE A

ALL OF LOT 3, ALL OF LOT 4 AND THAT PART OF LOT 5 DESCRIBED AS BEGINNING AT A POINT ON THE NORTH LINE OF SAID LOT THAT IS 364 FEET 8 3/4 INCHES EAST OF THE NORTH WEST CORNER OF SAID LOT AND RUNNING THENCE SOUTHEASTERLY AT AN ANGLE OF 98 DEGREES 35 MINUTES 30 SECONDS (WEST TO SOUTH) WITH SAID NORTH LINE, A DISTANCE OF 79 FEET 8-1/2 INCHES TO THE NORTH LINE OF ALGONQUIN ROAD; THENCE WEST ALONG THE NORTH LINE OF SAID ALGONQUIN ROAD 141 FEET 9-5/8 INCHES TO A POINT; THENCE NORTH ON A NORTHEASTERLY LINE AT AN ANGLE OF 89 DEGREES 75 MINUTES 90 SECONDS (EAST TO SOUTH) WITH THE NORTH LINE OF SAID ALGONQUIN ROAD, A DISTANCE OF 70 FEET 1-1/8 INCHES TO THE NORTH LINE OF SAID LOT 5; THENCE EAST ON THE NORTH LINE OF SAID LOT 5, A DISTANCE OF 124 FEET 8-3/4 INCHES TO THE PLACE OF BEGINNING IN AUGUST RADDATZ' SUBDIVISION OF PART OF THE NORTH EAST 1/4 OF SECTION 20, TOWNSHIP 41 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING EAST OF LEE STREET AND WEST OF THE RIGHT OF WAY OF THE MINNEAPOLIS, ST. PAUL AND SAULT, STE. MARIE RAILROAD, ACCORDING TO THE PLAT THEREOF RECORDED DECEMBER 19, 1921 AS DOCUMENT 14799, IN COOK COUNTY, ILLINOIS.

PROPERTY IS COMMONLY KNOWN AS: 1155 LEE STREET, DES PLAINES, IL.

PERMANENT REAL ESTATE INDEX NUMBER: 09-20-214-008, 011 & 012

3710524

IN DISPLICATE

11/11/11  
3710524

3710524

Document No. 24

Submitted by \_\_\_\_\_  
Address \_\_\_\_\_  
Deliver certificate to \_\_\_\_\_

**SECOND MORTGAGE**

Address \_\_\_\_\_  
Deliver certificate to \_\_\_\_\_  
After Recording \_\_\_\_\_

Attended by \_\_\_\_\_  
Continental Bank  
of Buffalo Grove, N.A.  
Attn: \_\_\_\_\_

555 West Dundee Road  
Buffalo Grove, Illinois 60090

CONTINENTAL BANK OF BUFFALO GROVE, N.A.  
555 W. DUNDEE ROAD  
BUFFALO GROVE, ILLINOIS 60089