NOTE IDENTIFIED OF

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THIS IS A JUNIOR

MORTGAGE

(Land Trustee)

THIS INDENTURE, Made August 16 , 1988, between Midwest Bank and Trust Company, not personally, but as Trustee under the provisions of a Deed or Deeds in trust duly recorded and delivered in pursuance of a Trust Agreement dated May 7, 1981 and known as Trust Number 81-05-363, herein referred to as "First Party", and GARY-WHEATON BANK, an Illinois Banking Corporation, herein referred to as "Afortgagee", witnesseth:

of Downers Grove

First Party has executed an installment note bearing even date herewith in the Principal Sum of Two Hundred
Thousand and 00/100 ---- Dollars, made payable to Downers Grove and delivered, in and by which said Note
the First Party promises to pay out of that portion of the trust estate supper to said Trust Agreement and hereinafter
specifically described, said principal sum together with interest at the rate of 10.0% per annum in installments as follows:

() interest from the date hereof at said rate shall be payable

2,23.21 each beginning with October 1. 19 88 and continuing thereafter on the 1stday of each month to and including the first day of September , 1931

(X) on September 1

, 1993, all of the remaining principal and accrued interest shall be due

3735628

of Downers Grove, 1200 Ogden Ave.

All of said payments are paymon at GARY-WHEATON BANK, EXXERCEMENTAL MANUS APPRENTIAL DOWNERS Grove, III. 60515

See Exhibit "A" attached and made a part hereof

protesta de la contraction de 2643 Haymond Ave. which has the address of (Street) (City) Illinois 6017.1 (State and ZIP Code) (herein "Property Address");

TOGETHER with all improvements, tenements, assements, fixtures and appurtenances thereto belonging, and all rents, issues and profits thereof for so long and during all such times as Pirst Party, its successors or assigns may be entitled thereto (which are pledged primarily and on a parity with said real estate and not secondarily), and all apparatus, equipment or articles now or hereafter therein or thereon used to supply heat, gas, air conditioning, water, light, power, refrigeration (whether single units or centrally controlled), and ventifation, including (without restricting the foregoing), screens, window shades, storm doors and windows, those coverings, inador bads, awnings, stoves and water heaters. All of the foregoing are declared to be a part of said real estate whether physically attached thereto or not, and it is agreed that all similar apparatus, equipment or articles thereafter placed in the premises by Pirst Party or its successors or assigns shall be considered as constituting part of the real estate.

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EXHIBIT "A"

THE	MORTH :	SIXYEEN (16) FEET	OF LOT	TWELVE	(12) AS	5 MEASURED	197
RIGH	IT ANGLI	ES TO THE NORTH L	JNE THE	REDE		(12)	
LOT	ONE (E)	KCEPT THE EAST FI	FTY (50) FEET	THEREOF.		10
ALL	OF LOT	TW0				(2)
ALL	OF LOT	THREE				(3)

IN BLOCK TWELVE (12) Nº MESTCOTT'S TURNER PARK SUBDIVISION BEING THAT PART OF THE SOUTHERS! QUARTER (1/4) OF SECTION 26, TOWNSHIP 40 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING NORTH OF GRAND AVENUE (EXCEPT THE WEST TEN (10) CHAINS THEREOF).

ALSO

ALL THAT PART OF WEBSTER STREET (MOW VACATED) LYING EAST OF AND ADJOINING LOTS TWO (2) AND THREE (3) IN BLOCK TWELVE (12), LYING SOUTH OF THE NORTH LINE OF SAID LOT 7/0 (2) PRODUCED EAST THIRTY THREE (33) FEET, LYING WEST OF A LINE THIRTY THREE (33) FEET EAST OF AND PARALLEL TO SAID BLOCK TWELVE (12), AND LYING NORTH OF THE SOUTHERLY LINE OF SAID LOT THREE (3) PRODUCED SOUTHEASTERLY, ALL IN WESTCOTT'S TURNER PARK SUBDIVISION, BEING THAT PART OF THE SOUTHEAST QUARTER (1/4) OF SECTION 26, TOWNSHIP 40 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, LTING NORTH OF GRAND AVENUE (EXCEPT THE WEST TEN (10) CHAINS THEREOFY, ACCORDING TO THE ORDINANCE VACATING SAID PART OF WEBSTER STREET RECORDED OCTOBER 1, 1951, AS DOCUMENT NUMBER 15181892, IN BOCK 394 OF PLATS, PAGE 18, IN COOK COUNTY, ILLINOIS. THICO.

Parcel No. 12-26-408-004 Lat 12-26-408-006 Lot 2 10 12-26-408-024 Lot 3

12-26-408-014 (affects the North 16 feet of Lot twelve)

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TO HAVE AND TO HOLD the premises unto said Mortgagee, its successors and assigns, forever, for the purposes, and upon the uses herein set forth.

PIRST PARTY AGREES THAT:

- I. Until the indebtedness aforesaid shall be fully paid, and in case of the latiture of Pirst Party, its successors or assigns to: (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 tree from mechanics or other liens or claims for the not expressly subordinated to the fien 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 syddenes of the discharge of such order exhibit satisfactory evidence of the discharge of such prior tien to Mortgages or to the holders of the notes; (4) complete exhibit satisfactory evidence of the discharge of such prior then to Mortgagen or to the holders of the notes; (b) complete within a reasonable time any building or buildings now or at any time in process of eraction upon said premises; (3) camply with all repulrements of law or numicipal ordinances with respect to the permises and the use thereof; (6) refeat from making materia, alterations in said premises except as required by law or malcipal ordinance; (7) pay before any penalty attaches all repural taxes, and pay special taxes, and other charges agains' the premises when due, and upon written request, to turnist to hortgage or to holders of the note deplicate receipts therefor (8) pay in tull under protest, in the manner provided by said and any tax or assessment which First Party may desire to contest; (9) keep all buildings and improvements now or hereafter it nated on said premises insured against loss or damage by the allghring or windstorm under policies providing for payment by in a insurance companies satisfactory to the holders of the ice, under insurance policies payable, in case of loss or damage, to Mortgage for the benefit of the holders of the hole, such rights to be evidenced by the standard mortgage clause to be attached to each policy; and to deliver all policies, including additional and renewal policies, to holders of the note, and in additional and renewal policies, to holders of the nate and in case of insurance about to expire, to deliver renewal colcles not less than ten days prior to the respective date of expiration; then Mortgagee or the holders of the note reput the days prior to the respective days for expiration; then Mortgagee or the holders of the note reput the days payment or perform any act hereinbefore set forth in any form and manner deemed expedient, but need not, make any payment or perform any act here inbefore set forth in any form and manner deemed expedient, and may, but need not, make full or partial payments of principal or interest on prior encumbrances, if any, and purchase, discharge, compromise or settle any tax lien or other prior lien or title or claim thereof, or redeem from any tax sale or ferfeiture affecting sald premises or contest any tax or assessment. All moneys paid for any of the purposes herein authorized and all expenses paid or incurred in connection therewith, including attorneys' fees, and any other moneys advanced by Mortgagee or the holders of the note to protect the mortgaged premises and the lien hereof, plus reasonable compensation to Mortgagee for each matter concerning which action herein authorized may be taken, shall be so much additional indebtedness secured hereby and shall become liminediately due and payable without notice and with interest thereon at the rate of \$2260 percent per annum, loaction of Mortgagee or holders of the note shall never be considered as a walver of any right accoung to them on account of any of the provisions of this paragraph.

 * 2% above Note rate

 2. The Mortgagee or the holders of the note hereby secured making any payment hereby authorized relating to taxes or assessments, may do so according to any bill, statement or estimate procured from the appropriate public office without inquiry into the accuracy of such bill, statement or estimate or into the validity of any tax, assessment, sale, ferfeiture, tax lien or title or claim thereof.
- sale, forfelture, tax lien or title or claim thereof.
- 3. At the option of the holders of the note and without 3. At the option of the holders of the note and willhout notice to First Party, its successors or assigns, all unpuld indebtedness secured by this mortgage shall, notwithstanding anything in the note or in this mortgage to the contrary, become due and payable (a) immediately in the case of default in making payment of any installment of principal or interest on the note, or (b) in the event of the failure of First Dectary. Party or its successors or assigns to do any of the things specifically set forth in paragraph one hereof and such default shall continue for three days, said option to be exercised at any time after the expiration of said three day
- Jr. When the Indebtedness hereby secured shall become due whether by acceleration or otherwise, holders of the note or Mortgagee shall have the right to loreclose the lien hereof. In any sult to foreclose the lien hereof, there shall be allowed and included as additional indebtedness in the decree for sale all expenditures and expenses which may be paid or incurred by or on behalf of Mortgagne or holders of the note

- for hitorneys' lees, Morigagod's loss, appraiser's leas, outlays for documentary and expert evidence, stemographers' charges, publication costs and costs (which may be estimated as to items to be expended after entry of the decree) of procuring all such abstracts of title, title searches and examination, guarantee policies, Torrens certificates and similar data and assurances with respect to title as Morigagee or holders of the note may deem to be reasonably necessary either to prosecute such suit or to evidence to bidders at any site which may be had pursuant to such decree the true condition of the title to or the value of the premises. All expenditures and expenses of the nature in this paragraph mentioned shall become so much additional indebtedness secured hereby and immediately due and payable, with injects thereon at the for attorneys' lees, Mortgagee's lees, appraisor's feas, outlays immediately due and phyable, with interest thereon at the rate set forth in the note when paid or incurred by Mortgagee or holders of the note in connection with (a) any proceeding, including probate and bankruptcy proceedings, to which either of them shall be a party, either as plaintiff, claimant or defendant, by reason of this mortgage or any indebtedness hereby secured; or (b) preparations for the commencement of any suit for the foreclosure hereot after accrual of such right to foreclose whether or not actually commenced or (c) preparations for the defense of any threatened suit or proceeding which might affect the premises or the security hereof, whether or not actually commenced.
- 5. The proceeds of any foreclosure sale of the premises shall be distributed and applied in the following order of priority: Plest, on account of all costs and expenses incident to the foreclosure proceedings, including all such items as are mentioned in the preceding paragraph hereof; second, all other items which under the terms hereof constitute secured indebtedness additional to that evidenced by the note, with interest thereon as herein provided; third, all principal and interest remaining unpaid on the note; fourth, any overplus to First Party, its legal representatives, successors or assigns, as their rights may appear.
- 6. First Party will monthly pay to Mortgagee, in addition to the principal and interest payments required in said note, and in and dillon to other amounts herein provided, a sum equal to one-twelfth (1/12) of the annual premiums for insurance carried on un mortgaged property or otherwise required to be carried here-under, regether with one-twelfth (1/12) of the annual taxes and asset incitis on the mortgaged property, all as shall be estimated by Mor. gree, and also (if this is a leasehold mortgage) one-twelfth (if 2) of the annual rents and other payments required in twetth (17/2) of the anticatrents and other payments required in said lease the sums paid under this paragraph shall be held by Mortgagee, without interest, and shall be applied by Mortgagee to the payment of the expenses for which sums respectively were deposited, as and whan said expenses shall become due and before the same shall be one delinquent, upon the request of Pirst Party for such payment and the presentation by First Party to Mortgagee of a bill caveling such expense.
- 7. This paragraph shall apply if and only if the lienhereof at At this paragraph shall apply it and only it the lienhereof at the time of execution encumbers and (i) which is not improved with a dwelling for occupancy: no more than four families, or (ii) on which the construction of such a dvelling is intended to be financed by use of loan proceeds, or (ii) which is not used or intended to be used for agricultural purposes. First Party, on its own behalf, and on behalf of each and every person, except decree and judgment creditors of First Party as outring any interest in or title to the premises subsequent to the date hereof, HERBNY WAIVES ALL RIGHTS OF REDEMPTING FROM SALE HUNDER ANY ORDER OR DECREE OF HERBNEY OF REDEMPTING UNDER ANY ORDER OR DECREE OF PORECLO. JREOF THIS MORTGAGE. First Party represents that it is authorized and empowered by said trust agreement or by the person having a power of direction over Pirst Party to make the waiver contained in this paragraph.
- 8. The loan secured hereby is made in reliance upon the ownership and management by Pirst Party of the mortgaged land. Therefore, if First Party shall, without consent in writing of the Mortgagee, convey all or part of the mortgaged land, including fixtures that are deemed part of the mortgaged land under local law (except to the extent permitted by the terms hereof), but expressly excluding from this Article any articles deemed chatter under local law, or if the more apparents. tels under local law, or if the management, ownership or control of the First Party shall change so that the present beneficiaries shall relinquish or lose their present degree of such management, ownership or control, or in the event any consensual junior or concurrent lien attaches to the mortgaged fund, then all debt secured hereby shall at once become due and payable at the option of the holder of the Mortgage debt. Insubstantial changes, or changes by reason of death or conveyances or assignments

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made to members of an owner's family, shall not operate to accordinate the debt, but in the event of such changes this clause shall apply to the grantee or assigned as if he were the flist Party. This provision is inapplicable to leases for three years or less that contain no option to renew or purchase or any presuption right. A consent once given under this paragraph does not exhaust this paragraph. Like consents will be needed on future transactions.

9. Upon, or at any time after the filing of a bill in foreclase this mortgage, the court in which such bill is filed may appoint a receiver of said premises. Such appointment may be made either before or after sale, without notice, without regard to the solvency or insolvency at the time of application for such receiver, of the person or persons, if any, liable for the payment of the indebtedness secured hereby, and without regard to the then occupied as a homestead or not and the Mortgages hereunder may be appointed as such receiver. Such receiver shall have power to collect the rents, issues and profits of said premises during the pandency of such foreclosure sult and, in case of a said and a deficiency, the ing the full intutory period of indamption, whether there be tedemptic or not, as well as during any further times when first vary, its successors or assigns, except for the intervention of ruch receiver, would be entitled to collect such rents, issues can profits, and all other powers which may be necessary or are arread in such cases for the protection, possession, control, particular and operation of the premises during the whole of ruch period. The court from time to time may authorize the 'call period. The court from time to his hands in payment in whole or in part of (1) The indebtedness secured hereby, or by any decree foreclosing this mortgage, or any tax, speciel assessment or other lion which may be or become superior to the lion hereof or of such decree, provided such application is made prior to foreclosure sale; (2) the deficiency is last of a sale and deficiency. The court may also place the Mortgagee in possession.

10. Mortgagee or the holders of the non-timel have the right to inspect the premises at all reasonable times and access thereto shall be permitted for that purpose. 11. Mortgagee has no doty to examine the title, location, existence or condition of the premises, nor shall Mortgagee he obligated to record this mortgage or to exercise any power herein given unless expressly obligated by the terms hereof, nor be liable for any acts or omissions betweender, except in case of its own gross negligence or misconduct or that of the agents or employees of Mortgagee, and it may require indemnities satisfactory to it before exercising any power herein given.

12. Mortgagae shall release and satisfy this mortgage and the lieu thereof by proper instrument upon presentation of satisfactory evidence that all indebtedness secured by this mortgage has been fully paid; and Mortgagae may execute and deliver a release hereof to and at the request of any person who shall, either before or after maturity thereof, produce and exhibit to Mortgagee the note representing that all indebtedness hereby secured has been paid, which representation Mortgagee may accept as true without inquiry. Where the release is requested of the Mortgagee and it has never executed a certificate on any instrument identifying same as the note described herein, it may accept as the genuine note herein described any note which may be presented and which conforms in substance with the description herein contained of the note and which purports to be executed on behalf of First Party. Mortgagee is hereby empowered to charge a reasonable sum for the preparation of such release.

13. Upon request of Pirst Party, Mortgagee, at Mortgagee's option prior to release of this Mortgage, may make future advances to Pirst Party. Such future advances, with interest thereon, shall be secured by this Mortgage when evidenced by promissory notes stating that said notes are secured hereby. At no time shall the principal amount of the indebtedness secured by this Mortgage, not including sums advanced in accordance herewith to protect the security of this MortgageOpxceed the original amount of the Note plus US \$

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TIIIS MORTGAGE is executed by First Party, to personally but as Trustee as aforesaid in the exercise of the power and authority conferred upon and vested in it as such Trustee fund and Trustee hereby warrants that it possesses full power and authority to execute this instrument), and it is expressly unless and and agreed that nothing herein or in said note contained shall be construed as creating any liability on said First Party pursonally to pay said note or any interest that may accrue thereon, or any indebtedness accruing hereunder, or to perform may Coven in tither express or implied herein contained, all such liability, if any, being expressly waived by Mortgages and by every personally are concerned, the legal holder or holders of said note and the owner or owners of any indebtedness accruing hereunder shall look solely of the legal holder or holders of the payment thereof, by the enforcement of the iten hereby created, in the manner herein and its sid note provided or by action to enforce the personal liability of the guarantor, if any.

IN WITNESS WHEREOF, Midwest Bank & Trust Co. , not personally but as Trustee as aforesaid, has caused these presents to be signed by its vice President, and its corporate seal to be here into affixed and attested by its Abot. Secretary, the day and year first above written.

IMPRESS As Trustee as Afor CORPORATE SEAL HERE as Prustee-under Trust No. 3) -0*5/*-363 Secretage STATE OF ILLINOIS COUNTY OF DU PAGE The toregoing instrument was acknowledged before me this 1911, by Wice President of Corporation, and by Corporation, and by Secretary of said Corporation, who affixed the seal of said corporation, all on behalf of said LOVE (SEAL) Totary Public My Commission Expires: ("OFFICIAL SEAL" This Instrument Presared By Shirley A. Palazzo Hotary Public, State of Illinois My Commission Explore April 17, 1989 Violet C. Anton My Commission Experience Downers Grove, 111, 60515 1200 Ogden Ave.

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F.A.T.I.C.
First American Title Insurance
Company of the Middlest

Deliver duplicate Trust

Address

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Address

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Company of the Mid-Mest 700 North LaSalie Street Suile 100 Chicago, Illinois E0602 750-6780