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JOINT  
MORTGAGE  
(Land Trustee)S

The Above Space For Recorder's Use Only

THIS MORTGAGE, Made February 1, 1989 between Midwest Bank & 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 5/7/81 & 5/18/88 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 "Mortgagee", with the office at Downers Grove, Illinois and 95-05-5508 First Party has executed an installment note bearing even date herewith in the Principal Sum of Five Hundred Thousand & 00/100 -- Dollars, made payable to Gary-Wheaton Bank, of Downers Grove, Illinois and delivered, in and by which said note the First Party promises to pay out of that portion of the Trust Estate subject to said Trust Agreement and hereinafter specifically described, said principal sum together with interest at the rate of 10.75% per annum in installments as follows:

~~Interest shall be payable~~ ~~xxxxxxx~~  
(1) Principal and interest at said rate shall be payable in consecutive monthly installments of \$ 580.74 each beginning with April 10, 1989 and continuing thereafter on the 1st day of each month to and including the 10th day of March, 1994 and  
(2) On March 10, 1994 all of the remaining principal and accrued interest shall be due and payable.

All of said payments are payable at GARY-WHEATON BANK, 1200 Ogden Avenue, Downers Grove, Illinois

NOW, THEREFORE, First Party to secure the payment of said principal sum of money and said interest in accordance with the terms, provisions and limitations of this mortgage, and also in consideration of the sum of One Dollar in hand paid, the receipt whereof is hereby acknowledged, does by these presents grant, remise, release, alien and convey unto the Mortgagee, its successors and assigns, the following described property located in the County of Cook, State of Illinois:

See PARCEL 1: EXHIBIT "A"

LOTS 4, 5, 6, AND 7 (EXCEPT THAT PART OF THE NORTH 10 FEET LYING EAST OF THE WEST 12 FEET OF LOT 7) AND LOT 16 IN THE RICHARDSON INDUSTRIAL PARK, BEING A SUBDIVISION IN THE SOUTHEAST QUARTER OF SECTION 4, TOWNSHIP 39 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, SOUTH OF THE INDIAN BOUNDARY LINE, ACCORDING TO THE PLAT THEREOF RECORDED NOVEMBER 30, 1945 IN BOOK 700 OF PLATS, PAGE 26, AS DOCUMENT NUMBER 19669636 IN COOK COUNTY, ILLINOIS.

PARCEL 2:

THE NORTH SIXTEEN (16) FEET OF LOT TWELVE (12) AS REALIGNED AT RIGHT ANGLES TO THE NORTH LINE THEREOF (112) LOT ONE (EXCEPT THE EAST FIFTY (50) FEET THEREOF) ALL OF LOT TWO ALL OF LOT THREE

Pa  
Pa

IN BLOCK TWELVE (12) 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, LYING NORTH OF GRAND AVENUE (EXCEPT THE WEST TEN (10) CHAINS THEREOF).

ALSO

ALL THAT PART OF WEBSTER STREET (NOW 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 TWO (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, LYING NORTH OF GRAND AVENUE (EXCEPT THE WEST TEN (10) CHAINS THEREOF), ACCORDING TO THE ORDINANCE VACATING SAID PART OF WEBSTER STREET RECORDED OCTOBER 1, 1951, AS DOCUMENT NUMBER 151-392, IN BOOK 394 OF PLATE, PAGE 16, IN COOK COUNTY, ILLINOIS.

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"In t assign not limited to the foregoing, without the prior written consent of the Mortgagee, or violates any of the provisions of the Note, all terms and provisions of Note being incorporated herein by reference all sums due hereunder, both principal and interest, shall become immediately due and payable irrespective of the maturity date specified."

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NOTE IDENTIFIED

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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.

## FIRST PARTY AGREES THAT:

1. That the indebtedness hereunder shall be fully paid, and in case of the failure of First 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 free from mechanics 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 the 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; (6) refrain from making material alterations in said premises except as required by law or municipal ordinances; (7) pay before any penalty attaches all general taxes, and pay special taxes, special assessments, water charges, sewer service charges, and other charges on the premises when due, and upon written request, to furnish to Mortgagee or to holders of the note duplicate receipts therefor; (8) pay in full under protest, in the manner provided by statute, any tax or assessment which First Party may desire to contest; (9) keep all buildings and improvements now or hereafter situated on said premises insured against loss or damage by fire, lightning or windstorm under policies providing for payment by insurance companies satisfactory to the holders of the note, under insurance policies payable, in case of loss or damage, to Mortgagee for the benefit of the holders of the note, 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 case of insurance about to expire, to deliver renewal policies not less than ten days prior to the respective dates of expiration; then Mortgagee or the holders of the note may, but need not, make any payment or perform any act hereinbefore set forth in any form and in 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 forfeiture affecting said 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 immediately due and payable without notice and with interest thereon at the rate of          percent per annum. Fraction of Mortgagee or holders of the note shall never be considered as a waiver of any right accruing to them or account of any of the provisions of this paragraph.

Two (2%) percent over 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, forfeiture, tax lien or title or claim thereof.

3. At the option of the holders of the note and without notice to First Party, its successors or assigns, all unpaid 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 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 period.

4. When the indebtedness hereby secured shall become due whether by acceleration or otherwise, holders of the note or Mortgagee shall have the right to foreclose the lien hereof. In any suit 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 Mortgagee or holders of the note

for attorneys' fees, Mortgagee's fees, any other fees, outlays for documentary and expert evidence, stenographers' 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 encumbrances with respect to title as Mortgagee or holders of the note may deem to be reasonably necessary either to prosecute such suit or to evidence to bidders at any sale 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 this nature in this paragraph mentioned shall become so much additional indebtedness secured hereby and immediately due and payable, 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 hereof 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: First, 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 addition to other amounts hereby provided, a sum equal to one-twelfth (1/12) of the annual premiums for insurance carried on the mortgaged property or otherwise required to be carried thereunder, or other with one-twelfth (1/12) of the annual taxes and assessments on the mortgaged property, all as shall be eliminated by Mortgagee, and also (1) if it is a leasehold mortgage) one-twelfth (1/12) of the annual rents and other payments required in said lease. The sum due under this paragraph shall be paid by Mortgagee, without interest, and shall be applied by Mortgagee to the payment of the expenses for which same respectively were deposited, as and when said expenses shall become due and before the same shall become delinquent, upon the request of First Party for such payment; and the presentation by First Party of a bill covering such expense.

7. This paragraph shall apply if and only if the lien hereof at the time of execution encumbers land (i) which is not improved with a dwelling for occupancy by no more than four families, or (ii) on which the construction of such a dwelling is intended to be financed by use of loan proceeds, or (iii) 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 acquiring an interest in or title to the premises subsequent to the date hereof, HEREBY WAIVES ALL RIGHTS OF REDEMPTION FROM SAID MORTGAGE UNDER ANY ORDER OR DECREE OF FORECLOSURE OF THIS MORTGAGE. First Party represents that it is authorized and empowered by said trust agreement or by the parties having a power of direction over First Party to make the waiver contained in this paragraph.

8. The loan secured hereby is made in reliance upon the ownership and management by First 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 chattels 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 land, that all debt secured hereby shall as 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 accelerate the debt, but in the event of such change this clause shall apply to the grantee or assignee as if he were the First Party. This provision is inapplicable to leases for three years or less. This contains no option to renew or purchase or any preemption 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 to foreclose 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 value of the premises or whether the same shall be then occupied as a homestead or not and the Mortgagee hereunder may be appointed as such receiver. Such receiver shall have power to collect the rents, issues and profits of said premises during the pendency of such foreclosure suit and, in case of a sale and a deficiency, during the full statutory period of redemption, whether there be redemption or not, as well as during any further times when First Party, its successors or assigns, except for the intervention of such receiver, would be entitled to collect such rents, issues or profits, and all other powers which may be necessary or appropriate in such cases for the protection, possession, control, management and operation of the premises during the whole of said period. The court from time to time may authorize the receiver to apply the net income in 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, special assessment or other lien which may be or become superior to the lien hereof or of such decree, provided such application is made prior to foreclosure sale; (2) the deficiency in case of a sale and deficiency. The court may also place the Mortgagee in possession.

10. Mortgagee or the holders of the note shall have the right to inspect the premises at all reasonable times and access thereto shall be permitted for that purpose.

THIS MORTGAGE is executed by First Party, 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 Trustee 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 said First Party personally upon said 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, and that so far as the First Party and its successors 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 herein and in said note provided or by action to enforce the personal liability of the guarantor, if any, Midwest Bank and Trust Company

IN WITNESS WHEREOF, Ass't Trust Officer, not personally but as Trustee as aforesaid, has caused these presents to be signed by its Secretary, and its corporate seal to be hereunto affixed and attested by its Secretary, the day and year first above written.

IMPRESS  
CORPORATE SEAL  
HERE

ATTEST  
*[Signature]*  
Secretary

MIDWEST BANK AND TRUST COMPANY  
As Trustee as aforesaid  
Not Personally but as Trustee under Trust  
488-05-5384 and # 61-05-163  
By *[Signature]*  
Ass't Trust Officer

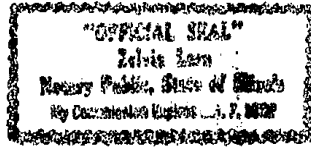
STATE OF ILLINOIS }  
COUNTY OF DU PAGE } 55

The foregoing instrument was acknowledged before me this 20th day of October, 1989, by Angela McClellan, First Trust Vice-President of Midwest Const. Bond Co. a Corporation, and by Kathleen Dwyer Secretary of said Corporation, who attested the seal of said corporation, all on behalf of said corporation.

My Commission Expires: Oct 7, 1992

This Instrument Prepared By:  
Violet C. Anton  
1200 Ogden Ave.  
Downer's Grove, Ill.

*[Signature]*  
Notary Public



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First American Title Insurance  
 Company of the Mid West  
 North La Salle Street Suite 400  
 Chicago, Illinois 60602 750-6780

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