

LEGAL DESCRIPTION APPLICABLE PROPERTY OF 649679

which, with the property hereinafter described, is referred to herein as the "premises"
(a) if the improvements consist of a hotel, motel or furnished apartments...
(b) if the improvements consist of a residence, other than an apartment type building...
(c) if the improvements consist of a common area building, manufacturing plant...
(d) if the improvements consist of a common area building, manufacturing plant...

17065 Dixie Highway, Hazelcrest, IL 60429

Parcel 2: 29.30.223 c2/0

THE VACATED PART OF THE WEST 1/2 OF ALLEY LYING EAST OF AND ADJOINING LOTS 24, 25, 26, 27, 28, AND 29 IN BLOCK 9 IN SOUTH HARVEY IN THE SOUTH 1/2 OF THE NORTH EAST 1/4 OF SECTION 30, TOWNSHIP 36 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Parcel 2: 29.30.227 c3/2

LOTS 14 THROUGH 29 INCLUSIVE IN BLOCK 9 IN SOUTH HARVEY BEING A SUBDIVISION OF THE SOUTH 1/4 OF SECTION 30, TOWNSHIP 36 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Parcel 1:

FROM, THEREAFTER, the Mortgagee to secure the payment of all sums payable under the Note and all sums payable in accordance with the terms, provisions and conditions of this mortgage, and the participation of the sum of the Dollar (\$100,000.00) in hand paid, the receipt whereof is hereby acknowledged by these persons MORTGAGOR, WARRANT, GRANT, HEMISE, RELEASE, ALLEN and CONROY into the Mortgagee, the receipt whereof is hereby acknowledged and assigned, the following described real estate and all of its estate, right, title and interest therein, situate, adjacent and appurtenant to and being in the City of Hazelcrest, County of Cook, and State of Illinois, to-wit:

THAT, WHEREAS the Mortgagee has voluntarily borrowed and delivered a promissory note bearing even date herewith ("Note") in the principal sum of \$100,000.00 HUNDRED THOUSAND AND 00/100

and known as Trust No. L-1296 and known as Trust No. L-1296 (Chicago Savings and Loan Association, a corporation organized and existing under the laws of the United States), or its successors and assigns, herein referred to as "Mortgagee", WITNESSETH:

JULY 18 1988
THIS INSTRUMENT MADE
HURTS BANK MINNEAPOLIS
BY and between

LOAN#: 01-902360-4
Chicago, Illinois 60603
One South Dearborn Street
Corporate Office

NOTE IDENTIFIED

CITICORP SAVINGS

TRUSTEE MORTGAGE

Joyce R. Benjantn
One South Dearborn Street
Chicago, IL 60603

THIS INSTRUMENT WAS PREPARED BY:

3813101

101F186

7/21/1988

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If it is found that the mortgagee has not complied with the terms of the mortgage... the mortgagee shall be liable for the same...

The mortgagee shall have the right to pay the principal and interest... and to receive the proceeds of the sale of the property...

The mortgagee shall have the right to sue for the principal and interest... and to receive the proceeds of the sale of the property...

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The Mortgagee shall not be obligated to perform or discharge, nor does it have any obligation, duty or liability under any power, and the Mortgagee shall not be bound to indemnify, defend or hold the Mortgagee harmless from any and all liability, loss or damage which it may or might incur under and from any and all claims and demands...

20. Mortgagee's Right of Redemption in Case of Default. In any case in which under the provisions of this Mortgage the Mortgagee has a right to institute foreclosure proceedings, whether before or after the time specified hereby as declared to be immediately due as aforesaid, or whether before or after the institution of legal proceedings to enforce the same, the Mortgagee shall have the right to redeem the property...

Nothing herein contained shall be construed as constituting a mortgage in possession in favor of the Mortgagee, or as constituting a mortgage in possession in favor of the Mortgagee, or as constituting a mortgage in possession in favor of the Mortgagee...

The Mortgagee further agrees to assign and transfer to the Mortgagee all title insurance policies and all other policies of title insurance which are in effect and to cause to be renewed or replaced as they may expire...

19. Assignment of the Note and Interest. To further secure the indebtedness secured hereby, the Mortgagee does hereby assign and transfer unto the Mortgagee all the terms, tenor, amount and which may be payable or due by the Mortgagee...

18. Appointment of Receiver. Upon or at any time after the filing of a complaint to foreclose this Mortgage, the court in which such complaint is made may appoint a receiver to take possession of the property...

17. Application of Proceeds of Sale. The proceeds of any sale of the property shall be distributed and applied in the following order of priority: First, on account of all costs and expenses incurred in the preceding proceedings...

16. Fraudulent Conveyances or Liabilities. When the indebtedness hereby secured, or any part thereof, shall become due, whether by acceleration or otherwise, the Mortgagee shall have the right to become the lien creditor for said indebtedness...

15. Acceleration of this Mortgage in Case of Default. If (a) the Mortgagee shall be notified in writing by the Mortgagee that the Mortgagee has failed to pay the principal or interest on the Mortgage for a period of thirty (30) days...

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HARRIS BANK HINSDALE

IN WITNESS WHEREOF, I, the undersigned, not personally but as Trustee as aforesaid, has caused these presents to be signed by its and its corporate seal to be hereunto affixed and attested by its this 18th day of July

19 89
HARRIS BANK HINSDALE

ATTEST

Kay M. Glenc
VICE PRESIDENT

not personally, but as Trustee as aforesaid
By *Janet Hale*
Assistant Vice President

State of Illinois)
County of DuPage)

I, the undersigned, a Notary Public in and for said County, in the State of Illinois, do hereby certify that Janet Hale, who is Assistant Vice President/Land Trust of Harris Bank Hinsdale, National Association, and Kay M. Glenc, who is Vice President of the same corporation, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Assistant Vice President and Vice President respectively, appeared before me this day in person and acknowledged that they signed and delivered the foregoing instrument as their free and voluntary act and as the free and voluntary act of the corporation for the use and purposes therein set forth; and the Assistant Vice President then and there acknowledged that she, as custodian of the corporate seal, affixed the corporate seal to the foregoing instrument as her free and voluntary act and as the free and voluntary act of the corporation, for the uses and purposes therein set forth. Given under my hand and seal this 18th day of July 1989.



Sandra Vesely
Notary Public

3813101

CITICORP'S VINUS FORM 3592A PAGE 6

Box 105

TRUSTEE MORTGAGE

To:

Citicorp Savings of Illinois
A Federal Savings and Loan Association

Upon Property Located at:
17065 Dixie Highway
Massicrest, IL 60429

Corporate Office
One South Dearborn Street
Chicago, Illinois 60602
Telephone (1 312 877 5000)

County Clerk's Office

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IN DUPLICATE

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Subj 3813101

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CAROL ROSEMARY BRANN
REGISTRAR OF TITLES

1989 JUL 28 PM 08

Recorded
Address
Instituted

CHICAGO TITLE INST
3#

CT

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Box 165

TRUSTEE MORTGAGE

Citibank Savings of Illinois
Federal Savings and Loan Association

Upon Property Located at:

1065 Dale Highway
Morton Grove, Ill. 60054

Corporate Office

One South Dearborn Street
Chicago, Illinois 60603
Telephone (312) 977-8000

CITIBANK SAVINGS FORM 3033A PAGE 6

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Notary Public

My Commission Expires:

GIVEN under my hand and Notarial Seal this

day of

19

forth.
the and voluntary act and as the free and voluntary act of said (Corporation) (Association), as Trustee as aforesaid, for the use and purposes therein set
corporate seal of said (Corporation) (Association) and affix the corporate seal of said (Corporation) (Association) to said instrument as that (her) own
and purposes therein set forth and the said
instrument as their own free and voluntary act and as the free and voluntary act of said (Corporation) (Association), as Trustee as aforesaid, for the use
and purposes therein set forth and the said
I have duly appeared before me this day in person and acknowledged that they signed and delivered the said
known to me to be the same persons whose names are subscribed to the foregoing instrument as such
of said (Corporation) (Association) who are personally
and
a Notary Public in and for the said County, in the State aforesaid, DO HEREBY CERTIFY,

COUNTY OF

STATE OF ILLINOIS

3043107

UNOFFICIAL COPY

2008 JUL 28 PM 12:08

CAROL MOSELEY BRADY
REGISTRAR OF TITLES

03

CHICAGO TITLE INS
6

08/11/438

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IN DUPLICATE

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PM