

UNOFFICIAL COPY

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BANK PRINT, INC.

Charter Bank
AND TRUST OF ILLINOIS

1408 Irving Park Rd.
Haworth Park, IL 60103
312/377-2700

This mortgage is executed by **Charter Bank & Trust of Illinois**, 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 it is expressly understood and agreed by the mortgagee herein and by every person now or hereafter claiming any right or security hereunder that nothing contained herein or in the note secured by this mortgage shall be construed as creating any liability on **Charter Bank & Trust of Illinois** or on any of the beneficiaries under said trust agreement personally to pay said note or any interest that may accrue thereon, or on any indebtedness accruing hereunder or to perform any covenants either express or implied herein contained, all such liability, if any, being expressly waived, and that any recovery on this mortgage and the note secured hereby shall be solely against and out of the property hereby conveyed by enforcement of the provisions hereof and of said note, but this waiver shall in no way affect the personal liability of any co-signer, endorser or guarantor of said note.

SUBJECT TO THE
RECORD AND LEAD

3816496

3816496

LOT EIGHT-----
in Kohling Grove Unit No. 4 being a subdivision of part of the South Half (1/2) of Section 21,
Township 41 North, Range 11, East of the Third Principal Meridian, according to Plat thereof
registered in the Office of the Registrar of Titles of Cook County, Illinois on February 23,
1978, as Document Number 300822.

Office of Cook County Clerk's Office

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"OFFICIAL SEAL"
Dorothy A. Anselmo
Notary Public, State of Illinois
My Commission Expires 1/9/93

Notary Public
[Signature]
10 DAY OF Aug, 19 89 A.D.

[Signature]
TORRENS MANAGER

1978, as Document Number 300931.
registered in the Office of the Registrar of Titles of Cook County, Illinois on February 23,
Township 41 North, Range 11, East of the Third Principal Meridian, according to Plat thereof
in Rolling Grove Unit No. 4, being a subdivision of part of the South Half (1/2) of Section 31,
LOT RIGHT----- (1)

6. THAT THERE HAVE BEEN NO CLAIMS OR COURT PROCEEDINGS REGARDING THIS MATTER.
5. THIS AFFIDAVIT IS MADE TO INDUCE THE REGISTRAR OF TITLES TO ACCEPT THIS
FOR REGISTRATION. THIS AFFIDAVIT ALSO HOLDS THE REGISTRAR HARMLESS OF
ANY NON-TRUTHS RELATING TO THIS STATEMENT AND THE ACCEPTANCE OF THIS
MATTERS.

4. THAT AFFIANT DID TAKE DELIVERY OF SAID ON OR ABOUT THE 28 OF January
19 88, AND HAS BEEN IN POSSESSION OF THE PROPERTY SINCE THAT TIME.

3. THAT SAID WAS NOT REGISTERED BECAUSE inadvertently held in file.
2. THAT A CERTAIN WAS DULY EXECUTED AND DELIVERED BUT HAS NEVER BEEN
PROPERTY REGISTERED AND IS NOW STATE DATED.

130 E. Elm Street, Roselle, Illinois
1. THAT WE ARE THE PRESENT OWNERS OF A CERTAIN PIECE OF PROPERTY LOCATED AT
represent

AS FOLLOWS:
WE, INTERCOUNTY TITLE CO. OF ILL., STATE UNDER OATH

STATE OF ILLINOIS)
COUNTY OF COOK)

AFFIDAVIT OF DELIVERY

This Indenture Witnesseth, that the undersigned CHARTER BANK & TRUST CO. OF ILLINOIS TRUST # 1278

an Illinois Corporation (and warrant) to FIRST NATIONAL BANK OF HOFFMAN ESTATES, a banking corporation organized and existing under the laws of the United States, the following described real estate in Cook County, Illinois:

TO HAVE AND TO HOLD, the said property, with said buildings, improvements, fixtures, appurtenances, apparatus and equipment, and with all the rights and privileges thereunto belonging unto said Mortgagee forever, for the uses herein set forth, free from all rights and benefits under the homestead and valuation laws of any State which said rights and benefits said Mortgagee does hereby release and waive.

1. To secure payment of the debt as evidence hereby and by the note or notes of even date herewith, or subsequent dates, or any note or notes substituted therefor to extend or renew payment thereof, executed by the mortgagor or any of them, or if the mortgagor is a land trust, then executed by the beneficiaries of said trust or any of them to the mortgagee in the total amount of THREE HUNDRED FIFTY THOUSAND AND NO/100

any of them to the mortgagee and waiving all rights under and by virtue of the homestead and exemption laws of this state and the United States, in the event of a breach of any obligation to pay said debt, the whole of said indebtedness, including principal and all earned interest, shall, at the option of the legal holder thereof, without notice, become immediately due and payable, and shall be recoverable by foreclosure hereof, or by suit at law, or both, all expenses and disbursements, paid or incurred in behalf of the plaintiff in connection with proceedings for the foreclosure hereof, including reasonable attorney's fees, outlays for documentary evidence, stenograph-er's charges, cost of procuring or procuring abstract of title, and of opinion of title or title guarantee policy, showing the whole title to said property, and of minutes or proceedings showing necessary facts for said foreclosure proceedings - shall be paid by the grantor, and the like expenses and disbursements occasioned by any suit or proceeding wherein the grantor, or any holder of any part of said indebtedness, as such, may be a party by reason hereof shall also be paid by the grantor; all of which expenses and disbursements shall be an additional lien upon said premises, and included in any decree that may be rendered in such foreclosure proceeding.

2. Any advances made by the mortgagee to the mortgagor, any of them, or if the mortgagor is a land trust, then executed by the beneficiaries of said trust or any of them or his successor in title, for any purpose, at any time before the release and cancellation of this Mortgage, but at no time shall this Mortgage secure advances on account of said original Note together with such additional advances, in a sum in excess of \$ 350,000.00 provided that nothing herein contained shall be considered as limiting the amount that shall be secured hereby when advanced to protect the security or in accordance with covenants contained in the Mortgage.

3. The performance of all of the covenants and obligations of the Mortgagor to the Mortgagee as contained herein and in said Note. THE MORTGAGOR COVENANTS: A (1) To pay said indebtedness and the interest thereon as hereinafter provided, or according to any agreement extending the time of payment thereof, (including those hereafter due) and to furnish Mortgagee, upon request, duplicate receipts therefor, and all such items extended against said property shall be conclusively deemed valid for the purpose of this requirement. (2) To keep the improvements now or hereafter upon said premises insured against damage by fire, and such other hazards as the Mortgagee may require to be insured against, and to provide public liability insurance and such other insurance as the Mortgagee may require, until said indebtedness is fully paid, or in case of foreclosure, until expiration of the period of redemption for the full insurable value thereof, in such companies, through such agents or brokers, and in such form as shall be satisfactory to the Mortgagee, such insurance policies shall remain with the Mortgagee during said period or periods, and contain the usual clause satisfactory to the Mortgagee making them payable to the Mortgagee, and in case of foreclosure, and in case of loss under such policies, the Mortgagee is authorized to adjust, releases and acquittances required to be signed by the insurer and to execute and deliver on behalf of the Mortgagor all necessary proofs of loss, receipts, vouchers, releases and acquittances required to be signed by the insurer and to execute and deliver on behalf of the Mortgagor all necessary receipts, vouchers, releases and acquittances required to be signed by the insurer and to execute and deliver on behalf of the Mortgagor all necessary all receipts, vouchers, releases and acquittances required to be signed by the insurer and to execute and deliver on behalf of the Mortgagor all necessary insurance claim to the restoration of the property or upon the indebtedness hereby secured, in its discretion, but monthly payments shall continue until said surplus claim is paid in full, (4) immediately after destruction or damage, to commence and promptly complete the rebuilding or restoration of buildings and improvements now or hereafter on said premises, unless Mortgagee elects to apply on the indebtedness secured hereby the proceeds of any insurance covering such destruction or damage, (5) To keep said premises in good condition and repair, without waste and free from any mechanics' or other lien or claim of lien not expressly subordinated to the lien hereof, (6) Not to make, suffer or permit any unlawful use of, or any nuisance to exist on said property nor to diminish nor impair its value by any act or omission to act, (7) To comply with all requirements of law with respect to mortgages of premises and the use hereof, (8) Not to make, suffer or permit without the written permission of the Mortgagee being first had and obtained, (a) any use of the property for any purpose other than that for which it is now used; (b) any alterations of the improvements, apparatus, appurtenances, fixtures or equipment now or hereafter upon said property (c) any purchase or conditional sale, lease or agreement under which title is reserved in the vendor, of any apparatus, fixtures or equipment to be placed in or upon any buildings or improvements on said property.

B In order to provide for the payment of taxes, assessments, insurance premiums, and other annual charges upon the property securing this indebtedness, and other insurance requested, I promise to pay to the Mortgagee, in addition to the above payments, a sum estimated to be equivalent to one-twelfth of such items, which payments may, at the option of the Mortgagee, (a) be held by it and commingled with other such funds or its own funds for the payment of such items, or (b) be carried in a savings account and withdrawn by it to pay such items, or (c) be credited to the unpaid balance of said indebtedness as received, provided that the Mortgagee advances upon this obligation the difference upon demand. If such sums are held or carried in a savings account, or escrow account, the same are hereby pledged to further secure this indebtedness. The Mortgagee is authorized to pay said items as charged or billed without further inquiry. C This mortgage contract provides for additional advances which may be made at the option of the Mortgagee and secured by this mortgage, and it is agreed that in the event of such advances the amount thereof may be added to the mortgage debt and shall increase the unpaid balance of the note hereby secured by the amount of such advance and shall be a part of said note indebtedness under all of the terms of said note and this contract as fully as if a new such note and contract were executed and delivered. An Additional Advance Agreement may be given and accepted for such advance and provision may be made for different monthly payments and a different interest rate and other express modifications of the contract, but in all other respects this contract shall remain in full force and effect as to said indebtedness, including all advances. D That in case of failure to perform any of the covenants herein, Mortgagee may do on Mortgagee's behalf everything so covenanted, that said Mortgagee may above purchase and such moneys together with interest thereon at the highest rate for which it is then lawful to contract shall become so much additional indebtedness secured by this mortgage with the same priority as the original indebtedness and may be included in any decree foreclosing this mortgage and be paid out of the rents or proceeds of sale of said premises if not otherwise paid, that it shall not be obligatory upon the Mortgagee to check into the validity of any lien, encumbrance or claim in advancing money as above authorized, but nothing herein contained shall be construed as requiring the Mortgagee to do anything for any purpose not to do any act hereunder, and the Mortgagee shall not incur any personal liability because of anything it may do or omit to do hereunder. E That it is the intent hereof to secure payment of said note and obligation whether the entire amount shall have been advanced to the Mortgagee at the date hereof, or at a later date, and to secure any other amount or amounts that may be added to the mortgage indebtedness under the terms of this mortgage contract. F That if all or any part of the property, or any interest therein, or if the mortgagor is a land trust, if all or any part of the beneficial interest in said trust is sold, transferred or assigned by the mortgagor without the prior consent of the mortgagee, excluding (a) the creation of a lien or 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, and (c) the grant of any leasehold interest of three years or less not containing an option to purchase, Mortgagee, may, at Mortgagee's option, declare without notice all of the sums secured by this mortgage to be immediately due and payable. Mortgagee shall have waived such option to accelerate if, prior to the date hereof, Mortgagee and the person to whom the property is sold or transferred each agree in writing that the credit of such person's satisfaction of this mortgage shall be the sole basis for the release of the property and the mortgage shall be as such rate as Mortgagee shall require. If Mortgagee's satisfaction of this mortgage is not based on the credit of such person's satisfaction, Mortgagee shall release Mortgagee from all obligations to the person to whom the property is sold or transferred, including all advances.

Mortgagee shall have waived such option to accelerate if, prior to the date hereof, Mortgagee and the person to whom the property is sold or transferred each agree in writing that the credit of such person's satisfaction of this mortgage shall be the sole basis for the release of the property and the mortgage shall be as such rate as Mortgagee shall require. If Mortgagee's satisfaction of this mortgage is not based on the credit of such person's satisfaction, Mortgagee shall release Mortgagee from all obligations to the person to whom the property is sold or transferred, including all advances.

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Life Policy Attached

3816496

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Subject to the terms of this paragraph, nothing in this mortgage contract shall prevent Mortgagee from dealing with any successor in interest of the Mortgagor in the same manner as with the Mortgagor, and said dealings may include foreclosing to use or extending the time for payment of the debt secured hereby, but said dealings shall not discharge or in any way affect the liability of the Mortgagor hereunder or the debt hereby secured.

3 That time is of the essence hereof and it shall be made in performance of any covenant herein contained, in making any payment under said note or obligation or any extension or renewal thereof, that proceedings be instituted to enforce any other lien or charge upon any of said property or if it appears to be placed under control of or assigned to any court, or if the Mortgagor abandons any of said property, or in the event of the filing of a suit to condemn all or part of the said property, then and only if said mortgage is hereby authorized and empowered, at its option and without affecting the lien hereby created, to file a bill of sale in priority of said note or any right of the Mortgagor to declare without notice, all sums secured hereby immediately due and payable, whether or not the same shall be remedied by the Mortgagor, and apply to the payment of said mortgage indebtedness and in any event to the payment of said mortgage, and in any foreclosure proceedings a sale may be made of the premises in whole or in part, without offering the several parcels separately, and the Mortgagor shall be bound to see to the application of the purchase money.

4 That the Mortgagor may employ counsel for advice or other legal services and the Mortgagor's discretion in connection with any dispute as to the priority of the debt hereby secured or the amount of the debt or any other matter shall be final and conclusive, and the Mortgagor shall be bound to see to the application of the purchase money.

5 In case the mortgaged property, or any part thereof, shall be taken by condemnation, the Mortgagor is hereby empowered to collect and receive all compensation which may be paid for any property taken or for damages to any property not taken and all condemnation compensation so received shall be forthwith applied by the Mortgagor as it may elect, to the immediate reduction of the indebtedness secured hereby, or to the repair and restoration of any property so damaged, provided that any excess over the amount of the indebtedness shall be delivered to the Mortgagor or his assigns.

6 All easements, rents, profits and profits of said premises are pledged, assigned and transferred to the Mortgagor, whether now due or hereafter to become due, under or by virtue of any lease or agreement for the use or occupancy of said property, or any part thereof, whether said lease or agreement is written or verbal, and if the intention hereof (a) to pledge said rents, profits and profits on a party with said real estate and not secondarily and such pledge shall not be deemed merged in any foreclosure decree, and (b) to establish an absolute transfer and assignment to the Mortgagor of all such leases and agreements and all the avails thereunder, together with the right in case of default, to terminate or after foreclosure sale, to enter upon and take possession of, manage, maintain and operate said premises, or any part thereof, make leases for terms deemed to be advantageous to it, terminate or modify existing or modify future leases, collect said rents, profits, issues and profits, or when secured, and use such moneys whether legal or equitable as it may deem proper to enforce collection thereof, employ leasing agents or other employees, after or before said premises, any furnishings and equipment, before when it deems necessary, purchase adequate fire and extended coverage and other forms of insurance as it may be deemed advisable, and in general exercise all powers and prerogatives incident to absolute ownership, advance or borrow money hereunder for any purpose herein stated to secure which a lien is hereby created on the mortgaged premises and on the income therefrom which is prior to the lien of any other indebtedness herein secured, and out of the income retain reasonable compensation for itself, pay insurance premiums, taxes and assessments, and all expenses of every kind, including attorney's fees incurred in the exercise of the powers herein given, and from time to time apply any balance of income not, in its sole discretion, needed for the aforesaid purposes, first on the interest of the powers herein given, and from time to time apply any balance of income not, in its sole discretion, needed for the aforesaid purposes, the interest and then on the principal of the indebtedness, before or after any decree of foreclosure, and on the deficiency in the proceeds of sale, if any, whether there be a decrease in person or not, whenever all of the indebtedness secured hereby is paid, and the Mortgagor, in its sole discretion, feels that there is no substantial uncorrected default in performance of the Mortgagor's agreements herein, the Mortgagor, on satisfactory evidence thereof, shall relinquish possession and pay to Mortgagor any surplus income in its hands. The possession of the Mortgagor may continue until all indebtedness secured hereby is paid in full or until the delivery of a Deed pursuant to a decree foreclosing the lien hereof, but if no deed be issued, then until the expiration of the statutory period during which it may be issued. Mortgagor shall, however, have the discretionary power at any time to refuse to take or to abandon possession of said premises without affecting the lien hereof. Mortgagee shall, however, if any, which it might have had without this paragraph, No suit shall be sustainable against Mortgagee based upon acts or omissions relating to the subject matter of this paragraph unless commenced within sixty days after Mortgagee's possession ceases.

7 That upon the commencement of any foreclosure proceeding hereunder, the court in which such suit is filed may at any time, either before or after sale, and without notice to the Mortgagor, or any party claiming under him, and without regard to the solvency of the Mortgagor or the then value of said premises, or whether the same shall then be occupied by the owner of the equity of redemption as a mortgagor, appoint a receiver with power to manage and rent and to collect the rents, issues and profits of said premises during the pendency of such foreclosure suit, and such receiver, issues and profits, when collected, may be applied before as well as after the sale, towards the payment of the interest, taxes, insurance and other items necessary for the protection and preservation of the property, including the expenses of such receiver, or an emergency decree whether there be a decree therefor in person or not, and if a receiver shall be appointed he shall remain in possession until the expiration of the full period allowed by statute for redemption, whether there be redemption or not, and until the issuance of a deed in case of sale, but if no deed be issued until the expiration of the statutory period during which it may be issued and said premises shall be nullified by the appointment or entry in possession of a receiver but he may elect to terminate any lease junior to the lien hereof.

8 That each right, power and remedy herein conferred upon the Mortgagor is cumulative of every other right or remedy of the Mortgagor, whether herein or by law conferred, and may be enforced concurrently therewith, that no waiver by the Mortgagor of performance of any covenant herein or in said obligation contained shall in any manner affect the right of Mortgagee to require or enforce performance of the same or any part of said covenants; that wherever the context hereof requires, the masculine gender, as used herein, shall include the feminine and the neuter and the singular number, as used herein, shall include the plural; that all rights and obligations under this mortgage shall extend to and be binding upon the respective heirs, executors, administrators, successors and assigns of the Mortgagor, and the successors and assigns of the Mortgagee, and that the powers herein mentioned may be exercised as often as occasion therefor arises.

9 That in the event the mortgagor is a duly organized corporation, the mortgagor does hereby waive all rights of redemption, in the event the mortgagor is a corporation, trust, and the improvements on said real estate contain four or more dwelling units, the mortgagor does hereby waive all rights of redemption.

EXHIBIT PROPERTY MAP OF COUNTY OF DUPAGE STATE OF ILLINOIS

By: Bob A. Klop VICE PRESIDENT

LEROY T. HOPPE and BERT C. MUELLER
Vice Presidents

PERSONALLY KNOWN TO ME TO BE THE SAME PERSON WHOSE NAME IS ARE

they appeared before me this day in person, and acknowledged that

rights under any homestead, exemption and valuation laws

GIVEN under my hand and Notarial Seal, this 27th day of January, A.D. 1988

THIS INSTRUMENT WAS PREPARED BY