

Mortgage dated as of May 19 1991 is entered into between Commercial National Bank of Berwyn whose address is as trustee and dated May 19 1991 and known as Trust # 900791 and not individually

(the "Mortgagor") and COMMERCIAL NATIONAL BANK OF BERWYN 3322 S. Oak Park Ave., Berwyn, Ill. 60402, a national banking association, (the "Mortgagee").

Whereas, the Mortgagor is indebted to the Mortgagee in the principal sum of Fifty thousand dollars and no cents

Dollars (\$ 50,000.00) or the aggregate unpaid amount of all loans made by the Mortgagee pursuant to that certain Home Equity Revolving Line of Credit Agreement (the "Agreement") of even date herewith, whichever is less. This indebtedness is evidenced by the Agreement executed by Mortgagor which Agreement provides for monthly interest payments at the rates and at the times provided for in the Agreement, with the full indebtedness, plus interest thereon, if not paid earlier, due and payable on demand after five (5) years from the date of this Mortgage. The Mortgagee will provide the Mortgagor with a final payment notice at least 90 days before the final payment must be made. The Agreement provides that loans may be made from time to time (but in no event later than twenty (20) years from the date hereof) not to exceed the above stated maximum loan amount outstanding at any one time. All future loans will have the same priority as the original loan.

All payments received by Mortgagee under the Agreement shall be applied first to fees and charges payable pursuant to the Agreement, next to any amounts advanced by the Mortgagee under this Mortgage, next to any billed and unpaid interest, next to the principal amounts outstanding under the Agreement, and then to accrued and unbilled interest.

To secure the payment of the indebtedness incurred pursuant to the Agreement with interest thereon, the payment of all other sums with interest thereon advanced in accordance herewith to protect the security of this Mortgage, and the performance of the covenants and agreements of this Mortgage and in the Agreement, the Mortgagor does hereby mortgage, ~~securitize~~ and convey to the Mortgagee the following described real estate located in the County of Cook, State of Illinois, to wit:

Lot three (3) in Subdivision of Lot 60 in Subdivision of Southeast quarter of Southwest quarter and the South ^{west} of the Southwest quarter of Section 32, Township 39, Range 13, East of the Third Principal Meridian, in Cook County, Illinois

Commonly known as: 3805 S. Ridgeland, Berwyn

PIN: 16-32-324-003

Together with all buildings, improvements, fixtures or appurtenances now or hereafter erected thereon or placed therein, including all apparatus, equipment, fixtures or articles, whether in single units or centrally controlled, used to supply heat, gas, air conditioning, water, light, power, refrigeration, ventilation or other services, and any other thing now or hereafter, therein or thereon, the furnishing of which by lessors to lessees is customary or appropriate, including screens, window shades, storm doors and windows, floor coverings, screen doors, in-a-door beds, awnings, water heaters (all of which are intended to be and are hereby declared to by a part of said real estate whether physically attached thereto or not); and also together with all easements and the rents, issues and profits of said premises which are hereby pledged, assigned, transferred and set over unto the Mortgagee, whether now due or hereafter to become due as provided herein; and all of the foregoing, together with said real estate (or leasehold estate if this Mortgage is on a leasehold) are herein referred to as the "Property". The Mortgagee is hereby subrogated to the rights of all mortgages, lienholders and others paid off by the proceeds of the Agreement hereby secured.

To have and to hold the Property, with said buildings, improvements, fixtures, appurtenances, apparatus and equipment, unto said Mortgagee forever for the uses herein set forth, free from all rights and benefits under the Homestead Exemption Laws of the State of Illinois, which said rights and benefits said Mortgagor does hereby release and waive.

THE MORTGAGOR COVENANTS:

A. (1) To pay the indebtedness and the interest thereon as stated in said Agreement, or according to any agreement extending the time of payment thereof; (2) To pay when due and before any penalty attaches thereto all taxes, special taxes, special assessments, water charges, and sewer service charges against the Property (including those heretofore due), and to furnish Mortgagee, upon request, duplicate receipts therefor, and all such items extended against the Property shall be conclusively deemed valid for the purpose of this requirement; (3) To keep the improvements now or hereafter upon the Property insured against damage by fire hazards included within the term "extended coverage," 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 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 making them payable to the Mortgagee; and in case of foreclosure sale payable to the owner of the certificate of sale, owner of any deficiency, any receiver or redemptioner, or any grantee in a deed pursuant to foreclosure; and in case of loss under such policies, the Mortgagee is authorized to adjust, collect and compromise, in its discretion, all claims thereunder 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 insurance companies, and the Mortgagor agrees to sign, upon demand, all receipts, vouchers and releases required of it to be signed by the Mortgagee for such purposes, and the Mortgagee is authorized to apply the proceeds of any insurance claim to the restoration of the Property or upon the indebtedness hereby secured in its discretion, but monthly payments shall continue until said indebtedness 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 the Property, unless Mortgagee elects to apply on the indebtedness secured hereby by the proceeds of any insurance covering such destruction or damage; (5) To keep the Property in good condition and repair, without waste, and free from any mechanic's or other lien or claim of lien not expressly subordinated to the lien hereof; (6) To comply with the provisions of any lease if this Mortgage is on a leasehold; (7) To perform all obligations under any declaration, covenant, by-laws, regulations, and constituent documents governing the Property if the Mortgage is on a condominium or a planned unit development; (8) Not to make, suffer or permit any unlawful use of or any nuisance to exist on the Property nor to diminish nor impair its value by any act or omission to act; (9) To comply with all requirements of law with respect to Mortgaged premises and the use thereof; (10) 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, additions, demolition, removal or sale of any improvements, apparatus, appurtenances, fixtures or equipment now or hereafter upon the Property, (c) any purchase on 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 the Property, (d) any sale, assignment or transfer of any right, title or interest in and to the Property or any portion thereof including, but not limited to, any installment contract or articles of agreement for deed, unless otherwise permitted hereunder; (11) To complete

NOTE IDENTIFIED

RE TITLE SERVICES # 415-377

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Property of Cook County Clerk's Office

1991 MAY 14 PM 12:32

CAROL MOSELEY BRAUN
REGISTRAR OF TITLES

03964277

93064077

Address

Prorised

Contract until to

F

TRUST

C

A

Noticed

DELMARTINEZ

REAL ESTATE INDEX GROUP

1820 Ridge Avenue

Evanston, IL 60201

Order #

113-377

Handwritten signature
MAY 14 1991

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all indebtedness secured hereby is paid in full or until the delivery of a deed pursuant to a judgment foreclosing the lien hereof, but if no deed be issued, then until the expiration of the statutory period during which it may be issued. Mortgagee shall, however, have the discretionary power at any time to refuse to take or to abandon possession of the Property without affecting the lien hereof. Mortgagee shall have all powers, 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.

J. That each right, power and remedy conferred by this Mortgage or the Agreement upon the Mortgagee is cumulative of every other right or remedy of the Mortgagee, whether herein or by law conferred, and may be enforced concurrently therewith, that no waiver by the Mortgagee of performance of any covenant contained herein or in the Agreement shall thereafter in any manner affect the right of Mortgagee to require or enforce performance of the same or any other of said covenants; that wherever the context hereof requires, the masculine gender, as used herein, shall include the feminine and the neuter, and 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 an occasion therefor arises.

K. Mortgagee may make or cause to be made reasonable entries upon and inspections of the Property, provided that Mortgagee shall give Mortgagor notice prior to any such inspection specifying reasonable cause therefor related to Mortgagee's interest in the Property.

L. Except for any notice required under applicable law to be given in another manner, (a) any notice to Mortgagor provided for in this Mortgage shall be given by mailing such notice by regular mail, addressed to Mortgagor at the Property address or at such other address as Mortgagor may designate by notice to Mortgagee as provided herein, and (b) any notice to Mortgagee shall be given by certified mail, return receipt requested to Mortgagee's address stated herein or to such other address as Mortgagee may designate by notice to Mortgagor as provided herein. Any notice provided for in this Mortgage shall be deemed to have been given to Mortgagor or Mortgagee when given in the manner designated herein.

M. This Mortgage shall be governed by the law of the State of Illinois. In the event that any provision or clause of this Mortgage or the Agreement conflicts with applicable law, such conflict shall not affect other provisions of this Mortgage or the Agreement which can be given effect without the conflicting provision and to this end the provisions of the Mortgage and the Agreement are declared to be severable.

N. Upon payment of all sums secured by this Mortgage and termination of the Agreement, Mortgagee shall release this Mortgage.
IN WITNESS WHEREOF, we have hereunto set our hands and seals this 3rd day of May, 1991

COMMERCIAL NATIONAL BANK OF BERWYN as Trustee U/T/A dated May 1, 1990 and known as Trust #900791

SEE ATTACHED RIDER FOR _____ (SEALS)

TRUSTEE'S SIGNATORY _____ (SEALS)

_____ (SEALS)

STATE OF ILLINOIS }
COUNTY OF _____ } SS

I, the undersigned, a Notary Public in and for said County, in the state aforesaid, do hereby certify that _____

personally known to me to be the same person or persons whose name or names is or are subscribed to the foregoing mortgage, appeared before me this day in person and acknowledged that _____ signed, sealed and delivered the said mortgage as _____ (free and voluntary act, for the use and purposes therein set forth, including the release and waiver of all rights under any homestead, exemption and valuation laws.

GIVEN under my hand and Notarial Seal this _____ day of _____, 19____

Notary Public

THIS INSTRUMENT PREPARED BY: COMMERCIAL NATIONAL BANK OF BERWYN
3322 South Oak Park Avenue
Berwyn, Illinois 60402
James A. Cairo/mag



2365277

COMMERCIAL NATIONAL BANK OF BERWYN
3322 SOUTH OAK PARK AVENUE
BERWYN, ILLINOIS 60402
JAMES A. CAIRO, MGR

RECORDED

MAY 15 1991

RECORDED

1. All easements, rents, issues and profits of the Property are pledged, assigned and transferred to the Mortgagee, whether now due or hereafter to become due, under the mortgage.

2. The Mortgagee shall pay a reasonable fee to the Mortgagee to cover the cost of any and all of the following: (a) to show the change of ownership;

3. The Mortgagee shall pay a reasonable fee to the Mortgagee to cover the cost of any and all of the following: (a) to show the change of ownership; (b) to declare such sums immediately due and payable; (c) to execute any affidavits or certificates;

4. The Mortgagee shall pay a reasonable fee to the Mortgagee to cover the cost of any and all of the following: (a) to show the change of ownership; (b) to declare such sums immediately due and payable; (c) to execute any affidavits or certificates;

5. The Mortgagee shall pay a reasonable fee to the Mortgagee to cover the cost of any and all of the following: (a) to show the change of ownership; (b) to declare such sums immediately due and payable; (c) to execute any affidavits or certificates;

6. The Mortgagee shall pay a reasonable fee to the Mortgagee to cover the cost of any and all of the following: (a) to show the change of ownership; (b) to declare such sums immediately due and payable; (c) to execute any affidavits or certificates;

7. The Mortgagee shall pay a reasonable fee to the Mortgagee to cover the cost of any and all of the following: (a) to show the change of ownership; (b) to declare such sums immediately due and payable; (c) to execute any affidavits or certificates;

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This Rider is attached to and made part of the Mortgage dated May 7, 1991, with Commercial National Bank of Berwyn, in the amount of \$50,000.00, relating to real estate legally described as Lot 3 in Subdivision of Lot 60 in Subdivision of South East quarter of South West quarter and the South half of the South West quarter of Section 32, Township 39 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

UNOFFICIAL COPY

This Document is signed by COMMERCIAL NATIONAL BANK OF BERWYN, not individually, but solely as Trustee under Trust Agreement mentioned in said Document. Said Trust Agreement is hereby made a part hereof and any claims against said Trustee which may result from the signing of this Document shall be payable only out of any Trust property which may be held thereunder, except that no duty shall rest upon the COMMERCIAL NATIONAL BANK OF BERWYN personally, or as Trustee, to sequester any of the earnings, avails, or proceeds of any real estate in said Trust. Said Trustee shall not be personally liable for the performance of any of the terms and conditions of this Document or for the validity or condition of the title of said property or for any agreement with respect thereto. Any and all personal liability of the COMMERCIAL NATIONAL BANK OF BERWYN is hereby expressly waived by the parties hereto and their respective successors and assigns. All warranties, covenants, indemnities and representations of each and every kind are those of the Trustee's beneficiaries only and shall not in any way be considered the responsibility and liability of the COMMERCIAL NATIONAL BANK OF BERWYN. This Trustee's exculpatory clause shall be controlling in the event of a conflict of terms created by the documents executed by COMMERCIAL NATIONAL BANK OF BERWYN, as Trustee.

COMMERCIAL NATIONAL BANK OF BERWYN AS TRUSTEE UNDER TRUST NO. 900791 AND NOT INDIVIDUALLY.

By: Carol Ann Weber
Carol Ann Weber
Trust Officer

Its: _____

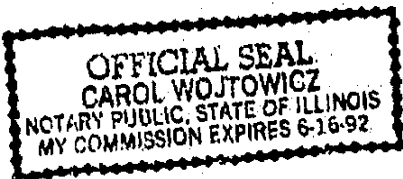
ATTEST:

By: Timothy T. Fullerton
Timothy T. Fullerton
Its: Assistant Secretary

STATE OF ILLINOIS)
)SS
COUNTY OF COOK)

I, the undersigned, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY, that the above named officers of the COMMERCIAL NATIONAL BANK OF BERWYN, a Corporation personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such title as designated above, 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 Corporation for the uses and purposes therein set forth and said attesting officer, as custodian of the corporate seal of said instrument pursuant to authority, given by the Board of Directors of said Corporation, as the voluntary act and as the free and voluntary act of said Corporation for the uses and purposes, therein set forth.

Given under my hand and Notarial Seal this 7th day of May, 1991



Carol Wojtowicz
NOTARY PUBLIC

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LAND TRUST RIDER TO MORTGAGE

This Rider is dated May 3rd, 1991 and is a part of and amends and supplements the Mortgage, ("Mortgage") of the same date executed by the undersigned ("Trustee"), Commercial National Bank of Berwyn [a national banking association] [an Illinois banking corporation], not personally but as Trustee under the provisions of a deed or deeds in trust duly recorded and delivered to the undersigned pursuant to a Trust Agreement dated May 1st, 1990, and known as Trust No. 900791 ("Trust No. 900791") to secure a certain Home Equity Revolving Line of Credit Agreement executed by the Trustee and the beneficiaries under Trust No. 900791 ("Agreement") of the same date to Commercial National Bank of Berwyn ("Bank"). The Mortgage covers the property described in the Mortgage and located at : 3805 S. Ridgeland, Berwyn, Illinois

The Trustee agrees that the Mortgage is amended and supplemented to read as follows:

- A. The property covered by the Mortgage (referred to as "Property" in the Mortgage) includes, but is not limited to, the right of the Trustee, if any, or of any beneficiary of Trust No. 900791 and covering the Property to manage, control or possess the Property or to receive the net proceeds from the rental, sale, hypothecation or other disposition thereof, whether such right is classified as real or personal property.
- B. This Mortgage is executed by the undersigned, 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 the undersigned thereby warrants that it possesses full power and authority to execute this instrument), and it is expressly understood and agreed that nothing herein or in the Agreement contained shall be construed as creating any liability on the undersigned personally to pay the Agreement 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 the Mortgagee and by every person now or hereafter claiming any right or security hereunder, and that so far as the undersigned and its successors personally are concerned, the legal holder or holders of the Agreement and the owner or owners of any indebtedness accruing hereunder shall look solely to the Property hereby conveyed for the

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payment thereof, by the enforcement of the lien hereby created, in the manner herein and in the Agreement provided or by action to enforce the personal liability of the guarantor, if any.

IN WITNESS WHEREOF, COMMERCIAL NATIONAL BANK OF BERWYN,
not personally, but as Trustee as aforesaid, has caused these presents to be signed by its ~~Trust Officer~~ ^{Trust Officer}, and its corporate seal to be hereunto affixed and attested by its Assistant Secretary, the 3rd day of May, 1991.

COMMERCIAL NATIONAL BANK OF BERWYN
as Trustee as aforesaid and not personally under Trust No. 900791 and dated May 1, 1990

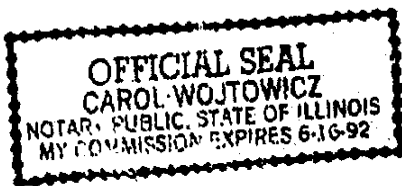
By: Carol Ann Weber
~~Trust Officer~~ Trust Officer
Carol Ann Weber

Attest: Timothy T. Fullerton
Assistant Secretary
Timothy T. Fullerton

STATE OF ILLINOIS)
COUNTY OF COOK)

I, Carol Wojtowicz, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Carol Ann Weber, Trust Officer, ~~Trust Officer~~ of COMMERCIAL NATIONAL BANK OF BERWYN and Timothy T. Fullerton, Assistant Secretary, of said Bank who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such officers appear 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 Bank, as Trustee as aforesaid, 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 Bank did affix the corporate seal of said Bank to said instrument as said Assistant Secretary own free and voluntary act and as the free and voluntary act of said Bank, as Trustee as aforesaid, for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this 7th day of May 19 91.



Carol Wojtowicz
Notary Public

Property of Cook County

3961277

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