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Doc#: 0713431097 Fee: \$28.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 05/14/2007 03:36 PM Pg: 1 of 3

MORTGAGE

This Mortgage is made on May 4, 2007, between Suburban Bank and Trust Company as Trustee u/t/d December 10, 1991 a/k/a Trust Number 1-0485, ("Mortgagor") and Donna G. Holmberg ("Mortgagee"). Mortgagor mortgages and warrants to Mortgagee and her successors and assigns an undivided one half interest in the lands located at 634 West 37th Street, Chicago, Illinois, described as follows:

Lot 1 in Brewster's Resubdivision of Lots 41, 44, 45, 48 and 49 in Block 7 in Hamburg, being a Subdivision by Samuel Cehr of Blocks 23 and 24 in the Canal Trustee's Subdivision of Section 33, Township 39 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois.

PIN: 17-33-309-049-0000

This description includes any part of any street or alley adjacent to the premises together with all buildings, hereditaments, appurtenances, privileges, and water rights. This description also includes fixtures belonging to or used as a part of the building(s) on the premises at the time of the execution of the Mortgage or that were added later, or that may be attached at any time during the term of the Mortgage.

The rents, income, and profits from the premises secure the performance of this agreement and the payment of the principal sum of Fifty Thousand (\$50,000.00) dollars, together with interest at the rate of 6.0% per annum from the date of the execution of this Mortgage on the unpaid principal until the Mortgage is fully paid. The principal and interest are payable according to the terms of a Promissory Note bearing the same date as this Mortgage, which was executed and delivered to Mortgagee.

While the Mortgage remains in effect, Mortgagor agrees:

1. To pay the principal and interest in the time and manner provided.
2. To pay all taxes, assessments, water rates and other charges that may be levied or assessed on the premises within 30 days after the tax or other charge is due.

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3. To pay when due any taxes on the interest or estate in the lands created or represented by this Mortgage, whether levied against Mortgagor or otherwise.
4. To keep all improvements on the premises continually intact and in good order and repair and to promptly pay for all repairs and improvements.
5. Not to commit any waste or to permit or suffer any unlawful use of the premises.
6. To insure all buildings and equipment on the premises against loss or fire for the benefit of Mortgagee, with the loss payable to, and in the manner approved by, Mortgagee. The policies will be delivered as issued to Mortgagee with the premiums paid in full.

DEFAULT REMEDIES

If Mortgagor defaults in any obligation under this Mortgage, Mortgagee shall have the option, in addition to and not in lieu of all other rights and remedies provided by law, to do any or all of the following:

1. Declare, without notice, except as expressly required by law, the principal sum secured by the Mortgage, together with all interest and all other sums secured by this Mortgage, to be immediately due and payable; demand any installment payment due under the note; and institute any proceedings that Mortgagee deems necessary to collect and otherwise to enforce the indebtedness and obligations secured by this Mortgage and to protect the lien of this Mortgage.
2. Begin foreclosure proceedings against the premises pursuant to applicable laws. The beginning of Mortgagee's foreclosure shall be deemed an exercise by Mortgagee of its option to accelerate the due date of all sums secured by this Mortgage.
3. Pay the charges if Mortgagor defaults in paying the taxes, assessments, water rates, liens, insurance, or other charges on the premises. The amounts so paid, with interest at the same rate as provided for the principal from the date of payment, are an additional lien on the premises. These payments shall be added to and become part of the debt secured by this Mortgage and shall become immediately due. In the case of payments or taxes, assessments, water rates, liens, insurance, or other charges, Mortgagee's receipt of such payment, from a proper officer or person, shall be conclusive evidence of the validity and amount of items paid by Mortgagee.

SUCCESSORS

If the ownership of the premises becomes vested in a person other than Mortgagor, Mortgagee may deal with the successor(s) with reference to this Mortgage and the debt secured by this Mortgage in the same way as with Mortgagor, without in any manner vitiating or discharging Mortgagor's liability under this Mortgage or on the debt secured by this Mortgage.

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This Mortgage shall bind and the benefits and advantages shall accrue to the heirs, assigns, and successors of the parties.

This Mortgage agreement was made on the date listed on the first page of this Mortgage.

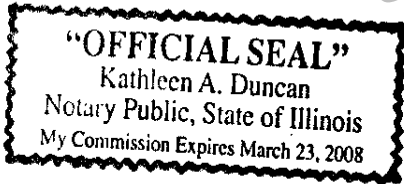
MORTGAGOR

Suburban Bank and Trust Company
u/t/d December 10, 1991 a/k/a Trust
Number 1-0485

Subscribed and sworn to
before me this 14th of
May, 2007

Kathleen A. Duncan
NOTARY PUBLIC

Wesley Meyer
Vice President & Trust Officer



It is expressly understood and agreed by and between the parties hereto, anything herein to the contrary notwithstanding that each and all of the warranties, indemnities, representations, covenants, understandings and agreements herein made on the part of the Trustee while in form purporting to be the warranties, indemnities, representations, covenants, undertakings and agreements of said Trustee are nevertheless each and every one of them made and intended not at personal warranties, indemnities, representations, covenants, undertakings and agreements by the Trustee or for the purpose or with the intention of binding said Trustee personally but are made and intended for the purpose of binding only that portion of the trust property specifically described herein, and this instrument is executed and delivered by said Trustee not in its own right, but solely in the exercise of the powers conferred upon it as such Trustee; and that no personal liability or personal responsibility is assumed by nor shall at any time be asserted or enforceable against Suburban Bank & Trust Company or any of the beneficiaries under said Trust Agreement on account of this instrument or on account of any warranty, indemnity, representation, covenant, undertaking or agreement of the said Trustee in this instrument contained either expressed or implied, all such personal liability if any, being expressly waived and released.

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