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MORTGAGE 5 2

OFFICIAL BUSINESS FOR ACTION BY THE STATE'S ATTORNEY OF COOK COUNTY

Assistant State's Attorney

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68-73-156 D'

This Indenture is made this 21st day of August, 1985, by and between the VILLAGE OF SUMMIT, an Illinois Municipal Corporation, 5810 South Archer Road, Summit, Illinois, 60501, herein referred to as "Mortgagor", and the COUNTY OF COOK, a body corporate and politic, 118 N. Clark Street, Chicago, Illinois, 60602, herein referred to as the "Mortgagee".

WITNESSETH:

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WHEREAS, the Mortgagee and Mortgagor have entered into an Intergovernmental Agreement dated August 21, 1985; and

WHEREAS, the Mortgagor is justly indebted to the Mortgagee upon the Intergovernmental Agreement between the Village of Summit, Mortgagor and Mortgagee, of even date herewith, in the principal sum of FIVE THOUSAND and No/100ths Dollars (\$5,000) payable to the order of and delivered to the Mortgagee, in and by which Intergovernmental Agreement Mortgagor promises to pay such sums of money and at such times and to perform such other obligations as provided therein; and

WHEREAS, the Mortgagee and Mortgagor desire that the real estate hereinafter described stand as security for the promises, covenants, and conditions of said Intergovernmental Agreement:

NOW, THEREFORE, the Mortgagor, to secure its performance of said Intergovernmental Agreement and the payment of said sums of money in accordance with the terms, provisions and limitations of this mortgage and of the Intergovernmental Agreement and the performance of the covenants and agreements herein contained by the Mortgagor to be performed, and also in consideration of the sum of One Dollar in hand paid, the receipt whereof is hereby acknowledged, does by these presents CONVEY AND WARRANT unto the Mortgagee, and the Mortgagee's successors and assigns, the following described Real Estate and all of their estate, right, title and interest therein, situate, lying and being in the Village of Summit, County of Cook and state of Illinois, to wit:

Lot 17 in Block 23 in Argo Second Addition to Summit, a Subdivision in the South West Quarter of Section 13, Township 38 North, Range 12 East of the Third Principal Meridian, in Cook County, Illinois.
commonly known as: vacant lot
PIN # 18-13-311-006 *ML*.

TOGETHER with all improvements, tenements, easements and appurtenances thereto belonging, and all rents, issues and profits thereof for so long and during all such times as Mortgagors may be entitled thereto (which are pledged primarily and on a parity with said real estate and not secondarily) shall hereinafter be referred to herein as the "premises".

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TO HAVE AND TO HOLD the premises unto the Mortgagee, and the Mortgagee's successors and assigns, forever, for the purposes, and upon the uses herein set forth. The name of the record owner is: VILLAGE OF SUMMIT, and Illinois Municipal Corporation.

TO PROTECT THE SECURITY OF THIS MORTGAGE, MORTGAGOR AGREES:

Mortgagor shall pay the indebtedness hereby secured promptly when due as provided in the Intergovernmental Agreement, the terms of which are incorporated herein by reference. The terms of the acquisition and relocation agreements are also incorporated herein by reference.

When the indebtedness hereby secured shall become due, 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 for Attorneys' fees, appraiser's 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 examinations, title insurance policies, Torrens certificates, and similar data and assurances with respect to title as Mortgagee 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 the nature in this paragraph mentioned shall become so much additional indebtedness secured hereby and immediately due and payable, with interest thereon at the highest rate now permitted by Illinois law, when paid or incurred by Mortgagee in connection with (a) any proceeding, including probate and bankruptcy proceedings, to which the Mortgagee 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 actual or threatened suit or proceeding which might affect the premises or the security hereof.

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 note; fourth, any overplus to Mortgagors, their legal representatives or assigns, as their rights may appear.

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Upon or at any time after the filing of a complaint to foreclose this mortgage, the court in which such complaint 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 of Mortgagors at the time of application for such receiver and without regard to the then value of the premises or whether the same shall be then occupied or not, and the Mortgagee 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 Mortgagors, except for the intervention of such receiver, would be entitled to collect such rents, issues and profits, and all other powers which may be necessary or are usual 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 applications is made prior to foreclosure sale; (2) the deficiency in case of a sale and deficiency.

No action for the enforcement of the lien or of any provision hereof shall be subject to any defense which would not be good and available to the party interposing same in an action of law upon the intergovernmental agent hereby secured.

The Mortgagee shall have the right to inspect the premises at all reasonable times and access thereto shall be permitted for that purpose.

If the payment of said indebtedness or any part thereof be extended or varied or if any part of the security be release, all persons now or at any time hereafter liable thereof, or interested in said premises, shall be held to assent to such extension, variation or release, and their liability and the lien and all provisions hereof shall continue in full force, the right of recourse against all such persons being expressly reserved by the Mortgagee, notwithstanding such extension, variation or release.

Mortgagee shall release this mortgage and lien thereof by proper instrument upon payment and discharge of all indebtedness secured hereby.

This mortgage and all provisions hereof, shall extend to and be binding upon Mortgagors and all persons claiming under or through Mortgagors, and the word "Mortgagors" when used herein shall include all such persons and all persons liable for the payment of indebtedness or any part thereof, whether or not such persons shall have executed the note or this mortgage. The word "Mortgagee" when used herein shall include the successors and assigns of the Mortgagee named herein and the holder or holders, from time to time, of the note secured hereby.

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WITNESS the hand and seal of Mortgagor the day and year first above written.

ATTEST:

VILLAGE OF SUMMIT, an Illinois municipal corporation

John J Kirk

BY Ronald Bragassi

COOK COUNTY, ILLINOIS
FILED FOR RECORD

STATE OF ILLINOIS }
 } SS.
COUNTY OF C O O K }

1985 OCT -9 PM 1:37

(SEAL)
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I, the undersigned, a Notary Public in and for the said County, in the State aforesaid, DO HEREBY CERTIFY that Ronald Bragassi, President, and John J. Kirk, Clerk, personally known to me to be instrument, appeared before me this day in person and acknowledged that they signed, sealed and delivered the said instrument as their free and voluntary act, for the uses and purposed therein set forth.

Given under my hand and official seal this 10th day of September, 1989.

Commission expires:
September 1, 19 89

Thaddeus J. Kofronowicz
Notary Public

This instrument was prepared by Richard M. Daley, State's Attorney of Cook County, by Matthew M. Klein, Assistant State's Attorney, 500 Daley Center, Chicago, Illinois, 60602.

Mail this instrument to: Timothy M. Clarke, Urban Planner
Cook County Department of Planning
and Development
118 North Clark Street
Chicago, Illinois 60602

BOX 333 - JH

Attached - Village of Summit resolution (2/3 vote)

18-13-311-006 1

62ND S. Archer

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