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This Indenture Witnesseth: That the undersigned,	••••			•••
SOUTH HOLLAND TRUST AND SAVINGS BANK & Corporation duty	OTMA	miz	rit i	and

under the provisions of a Deed or Deeds in trust duly recorded and delivered to said Company in pursuance of a Trust Agreement dated

..., OCTOBER, 3x, 1985...... herein referred to as the Mortgagor, does hereby Mortgage and convey to

First Savings and Loan Association of South Holland

a corporation organized and existing under the laws of the State of Illinois, hereinafter referred to as the Mortgagee, the following real estate, situated in the County in the State of Illinois, to wit:

Lot 32 in 313ck 2 in the Resubdivision of Calumet Bridge Addition, a Subdivision of the Southeast 1/4 of the Southeast 1/4 of Section 1, Township 36 North, Range 14 East of the Third Principal Meridian, in Cook County, Union according to the Plat thereof recorded October 16, 1925 as Decument No. 9067777 as modified by Certificate and Plat of Correction recorded November 25, 1927 as Document No. 9852084 in Cook County, Illineis.

PERMANENT INDEX NUMBER: 29-01-414-048-0000 ///C.
ADDRESS OF PROPERTY: 14 500 Bensley, Burnham, 11, 60633

THIS INSTRUMENT WAS PREPARED BY: Candaco Vodrat FIRST SAVINGS AND LOAN ASSOCIATION OF SOUTH HOLIAND 475 E. 162nd St., So. Holland, Il. 00473

TOGETHER with all buildings, improvements, fetures or appurentness now or hereafter erected thereon, including all apparatus, equipment fixtures, or articles, whether in single units or controlly controlled, used to supply heat, gas, air conditioning, water, light, power, refrigeration, ventilation or otherwise and any other hing now or hereafter therein or thereon the furnishing of which by lessors to lesses is customary or appropriate, including screwers, wending blinds, window shades, storm doors and windows, floor coverings, secreen doors, i.e., door beds, awnings, covers and water heaters (all of which are a declared to be a part of said premises which are hereby pledged, assigned, transferred and sot over that the whole are declared to be a part of said premises which are hereby pledged, assigned, transferred and sot over that the while the part thereof, whether said leave or they virtue of any leaves or agreement for the base or agreement and the rents, issues and profits of any premises which are hereby pledged, assigned, transferred and sot over unto the hortgages whether two part thereof, whether said leaves or agreement is written as verbal and where it is now or the property, or any part thereof, whather said leaves or agreement is written as verbal was described in the said and to be deemed merged in any foreclosure decree, and (b) to establish an absolute transfer and assignment to the Morge con of all such leaves and agreements and all the avails thereamed, together with the right in case of default, either before, or said released and agreement advantageous to it, terminate or modify existing or future leaves, or any part thereof, make leaves and agreement advantageous to it, terminate or modify existing or future leaves, or and parts or and profits and progress of which are property and the accordance of the parts of the foreign and the control of the progress of the parts of the progress of the parts of

TO HAVE AND TO HOLD the said property, with said buildings, improvements, fixtures, apparenances, apparatus and equipment unto said Mortgagee forever, for the user 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 walve. TO SECURE:

1. The payment of a note executed and delivered concurrently and of even date becowith by the Mortgagor to the Murigageo in the sum of

3. All of the governants and agreements in said note (which is made a part of this mortipage contract) and this mortipage

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A. THE MORTGAGOR COVENANTS:

- (1) To pay said indebtedness and the interest thereon as herein and in said note provided, or according to any agreement extending the time of payment thereof;
- (2) To pay, unless theretofore paid by the Mortgages out of reserves withheld for that purpose, each annual general real estate tax when the first installment thereof is due and payable and to pay immediately when due and payable all special taxes, special assessments, water charges, sewer service charges and other taxes and charges against said property, including those heretofore due, (the monthly payments provided by said note in anticipation of such taxes and charges to be applied thereto), and to farnish the Mortgages, upon request, with the original or duplicate receipts therefor, and all such items extended against said property shall be conclusively deemed valid for the purposes of this requirement.
- (3) To keep the improvements now or hereafter situated upon said premises insured against loss or damage by fire, light-ning, windstorm and such other hazards, including liability under laws relating to intoxicating liquors and including hazards not now contemplated, as the Mortgagee may reasonably require to be insured against, under policies providing for payment by the insurance companies of moneys sufficient either to pay the cost of replacing or repairing the same or to may in full the indebtedness secured hereby, in such responsible company or companies, and in such form as shall be ratisfactory to the Mortgagee until said indebtedness is fully paid, or in the case of forecleatre, until expiration of the period of redemption, (sums accrued in anticipation of renewal premiums on insurance pursuant to the terms of said note, shall be applied in payment of such premium); such insurance policies, including additional and renewal policies shall be delivered to and kept by the Mortgagee and shall coloring a clause satisfactory to the Mortgagee making them payable to the Mortgagee, as its interest may appear, and in case of oreclosure sale payable to the continuous policies, and in case of oreclosure sale payable to the commissioner's Dood; and in case of loss under such policies, the Mortgagee is authoriced to adjust, collect and compromise in its discretion, all claims thereaunder, and the Mortgager agrees to sign, upon demand, all receipts, vouchers and releases required of him by the insurance companies; application by the Mortgagee of any of the proceeds of sach insurance to the indebtedness hereby secured shall not excuse the Mortgager from making all monthly payments until the indebtedness is paid in full;
- (4) To complete within Consonable time any buildings or improvements now or at any time in process of erection upon said premises;
- (5) To promptly repair, restore or rebuild any buildings or improvements now or hereafter on the premises which may become damaged or destroyed unless the Mortgages in its sole discretion, which discretion is hereby granted it, elects to apply the proceeds of any insurance covering such destruction or damage, on the indebtedness secured hereby;
- (6) To keep said premises in good could lon and repair, without wasts, and free from any mechanic's, or other lies or claim of lies not expressly subordinated to the lies hereaf;
- (7) Not to suffer or permit any unlawful use of or any nuisance to exist on said property nor to diminish or impair its value by any act or omission to act;
 - (8) To comply with all requirements of law with respect to the mortgaged premises and the use thereof;
- (9) Not to suffer or permit, without the writter permission of the Mortgageo 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, apparatus, apparatus, ixtures or equipment now or hereafter upon said property, (c) a 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 said property;
- (10) That if any person, for the purpose of further securing the payment of the mortgage indebtedness, shall procure contracts of insurance upon his life or disability insurance or insurance for loss of time by accidental injury or sickness, such contracts making the Mortgagee assignee or payce thereunder, then to pay the premiums thereon as and when the same become due (sums accrued in reserves in anticipation of such renewal premiums, shall be applied thereto), and in default of such payments, the Mortgagee may, but is not become obligated so to do, pay the premiums on such insurance and add said payments to the principal indebtedness secured by this mortgage;
- (11) To appear in and defend any proceeding which in the opinion of Nortgages affects its security hersunder, and to pay all costs, expenses and attorneys' fees incurred or paid by Mortgages in any proceeding in which it may be made a party defendant by reason of this mortgage.
 - (12) CONTINUED ON RIDER ATTACHED HERETO AND MADE A PAPE HEREOF:

B. THE MORTGAGOR FURTHER COVENANTS:

- (1) That in the case of failure to perform any of the covenants herein, the Mortgages may do on the Mortgages's behalf everything so convenanted; that the mortgages may also do any act it may deam necessary to protect the lies hereof; that the Mortgages will repay upon demand any moneys paid or disbursed by the Mortgages for any of the above purposes and such moneys together with interest thereon at the highest rate for which it is then lawful to centract small become so much additional indebtedness hereby secured and may be included in any decree foreclosing this mortgage and be paid out of the rents or proceeds r's sale of said premises if not otherwise paid; that it shall not be obligatory upon the dividages to inquire into the validity of any lian, encumbrance, or claim in advancing moneys as above authorized, but nothing derein contained shall be construed as requiring the Mortgages to advance any moneys for any purpose nor to do any act hereinder; and that Mortgages shall not incur any personal liability because of anything it may do or omit to do hereunder;
- (2) That it is the intent hereof to secure payment of said note whether the entire amount shall have i.e. a advanced to the Mortgagor or to his successors in title, at the data hereof or at a later date, including any additional advances which the Mortgago may make in accordance with the terms hereof, plus any amount or amounts that may be added to the mortgage indebtedness under the terms of this mortgage for the purpose of protecting the security, and costs incurred in connection herewith, and for the purpose of paying insurance premiums as herein provided;
- (3) That in the event the ownership of said property or any part thereof becomes vested in a person other than the Mortgagor, the Mortgage on may, without notice to the Mortgagor, deal with such successor successors in interest with reference to this mortgage and the debt hereby secured in the same manner as with the Mortgagor, and may forbear to sue or may extend time for payment of the debt hereby secured without discharging or in any way affecting the liability of the Mortgagor hereunder or upon the debt hereby secured;
- (4) That time is of the essence hereof, and if default be made in performance of any covenant herein contained or in making any payment under said note or obligation or any extension or renewal thereof, or if proceedings be instituted to enforce any other lien or charge upon any of said property, or upon the filing of a proceeding in bankruptcy by or against the Mortgagor, or if the Mortgagor shall make an assignment for the benefit of his creditors or if his property be placed under control of or in custody of any court or officer of the government, or if the Mortgagor shandon any of said property, then and in any of said events, the Mortgagoe is hereby suthorized and empowered, at its option and without affecting the lien hereby created or the priority of said lien or any right of the Mortgagoe hereunder, to declars, without notice all sums secured hereby immediately due and payable, whether or not such default be remedied by Mortgagor, and apply toward the payment of said mortgage indebtedness any indebtedness of the Mortgagoe to the Mortgagor, and said Mortgagoe may also immediately proceed to foreclose this mortgage, and in any foreclosure a sale may be made of the premises enmasse without offering the according parts senarately.

time reduce before or after at the stratum of the strates, or topy of the many and the bill is filed may at any time reduce before or after at the stratum of the payment of the stratum of the protection and processation of the property, including the expenses of such possession or receivership, or on any deficiency decree whether there be a decree therefor in personam or not, and if the Mortgage shall be placed in presention or a receiver shall be appointed said Mortgage or such receiver shall remain in possession until the expiration of the full period allowed by statute for redemption, whether there be redemption or not and in lessuad and no lease of said premises shall be unlifted by any order placing the Mortgage of possession or by the stratum of the strat

(6) In case the mortgaged property, or any part thereof shall be taken by condemnation, the Mortgages is hereby empowered to collect argreeolve all compensation which may be paid for any property taken, or for damages to any property not taken, and all condemnation money so received shall be forthwith applied by the Mortgages as it may elect, to the immediate reduction of the indebtedrass secured hereby, or to the repair and restoration of any property so damaged;

(7) That each right power and remedy herein conferred upon the Mortgagee is cumulative of every other right or remedy of the Mortgagee, whether became or by law conferred, and may be enforced concurrently therewith; that no waiver by the Mortgagee of performance of any covenant herein or in said obligation contained shall thereafter in any manner affect the right of the Mortgagee to require or to enforce performance of the same or any other of said covenants; that wherever the context hereof requires, the masculing y dor, as used herein, shall include the feminine, 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 Mortgager and the successors and assigns of the Mortgagee; and that the power herein mentioned may be exercised as often as occasion therefor arises.

(8) That in the event the Mortgagor shall convey its title to the mortgaged premises or enter into an Instalment Contract or Articles of Agreement for Deed with any person or process, firm or corporation who was not, at the date of execution of this mortgage, one of the beneficiaries of the trust in pursuance of which this mortgage is executed, or in the event that any beneficiary of said trust who was such at the date of execution of this mortgage shall subsequently sell, assign or convey his beneficial interest to said trust other than to one who was a co-beneficiary of said trust at the date of execution hereof) or enter into an Instalment Contract of Articles of Agreement for Deed, or in the event that the mortgagor or any such beneficiary shall otherwise suffer or permit its or his legacy believe field interest in the mortgaged prepiles to become vested in any person, firm of corporation which was not at the date of execution hereof so vested with a legal or beneficial interest in the mortgaged property, then, and we say such event, unless the same shall be done with the prior written consent of the Mortgagee, the happening thereof shall constitute a default hereunder, and thereupon the Mortgagee shall be authorized and empowered, at its option and without affecting the lien hereby created or the priority of said lien, to declare without notice all sums secured hereby immediately due and payable; (CONTINUED ON RIDER ATTACHED HERETO AND MADE A PART HEREOF)

(9) The Mortgagor hereby waives any and all rights of redemption from sale under any order or decree of foreclosure of this mortgage for its own behalf and on behalf of each and every verson, except decree or judgment creditors of the Mortgagor, acquiring any interest in or title to the mortgaged premises sub-covent to the date of this mortgage.

THIS MORTGAGE is executed by the undersigned, not personally but as Trustee as aforestid in the exercise of the power and authority conferred upon and vested in it as such Trustee (and the abserting and hereby warrants that it possesses full power and authority to execute this instrument), and it is expressly understood and agreed that nothing herein or in said note contained shall be construed as creating any liability on the undersigned personally to pay the said note or any interest that may accure thereon, or any indebtedness accruing hereunder, or to perform any covenant takes a pressure or included in the said note or in piled herein contained, all such liability, if any, being expressly waived by Mortgagee and by every person new or hereafter claiming any right or security hereunder, and that so far as the undersigned and its successors personally are coverence, the legal holder or holders of said note and the owner or owners of any indebtedness accruing hereunder shall look as it; to the premises hereby conveyed for the payment thereof, by the enforcement of the lien hereby created in the manner herely and in said note provided or by action to enforce the personal liability of the guaranter, if any.

IN WITNESS WHEREOF, the undersigned, not personally but as Trustee as afore and, has caused these presents to be ...VICG. President, and its corporate seal to be herounto affixed and adopted to by its Assistance............ Secretary, this 7th day of OCTOBER A.D., 1985... SOUTH HOLIAND TRUST AND SAVINGS BANK la Truntoe as aforesaid and not personally Prouldent Secrolary

ABBt.

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Proposition of the contract of	
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As Trustee as aforesaid and not personally	
By Vice President	
Secretary ETATE OF ILLINOIS COUNTY OFCOOK	
I,	
OO HEREBY CERTIFY THAY	
ndJohn Brunelle Asist Secretary of said Company, who are personally known to me	
o be the same persons whose names are subscribed to the foregoing instrument as such	
nd	
s Trustee as aforesaid, for the uses and purposes therein set forth; and the said ACGV Secretary then and here acknowledged that he, as custeding of the corporate seal of said Company, did affix the corporate seal of said Company of said instrument as his own free and voluntary act and as the free and voluntary act of said Company, as Trustee as aforesaid, or the uses and purposes therein set forth.	
GIVEN under my hand and Notarial Scal, this	
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RECORDER'S STAMP	239
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RIDER ALFACHED TO MORICAGE DATED OCTOBER 7, 1985, EXECUTED BY SOUTH HOLLAND TRUST AND SAVINGS BANK, AS TRUSTEE UNDER TRUST AGREEMENT DATED OCTOBER 3, 1985, AND KNOWN AS TRUST NO. 7733.

A. THE MORTCAGOR COVENANTS: (contid.)

- (12) The Mortgagor covenants that in order to provide for the payment of taxes, to pay out of the Trust Estate aforesaid, monthly in addition to the psymant of principal and interest, one-twelfth of the annual real estate taxes as estimated by the Holder of the Note so as to provide funds for the payment of the current year's tax obligation on the last day of each such year during the term of the Note. The undersigned promises further to pay out of the Trust Estate aforesaid, monthly a pro-rata share of all assessments, future hazard insurance premiums, premiums on account of life, accident, disability or sickness insurance under any such policies of insurance assigned or payable to the Holder of the Note as additional accurity for the payment thereof, and any other charges that may accrue against the property securing the indebtedness. the amount so estimated and paid shall prove to be insufficient to pay said taxes, insurance, assessments and other charges the undersigned promises to pay out of the Trust Estate aforesaid, the difference upon demand. It is agreed that all such payments shall, without earnings, be carried in a borrower's tax and insurance account and applied by the Holder of the Note to pay such Items. Such sums so held are hereby pledged, together with any other account of the undersigned held by the Holder of the Note, to further secure the Indebtedness and the Holder of the Note, or any officer or agent thereof, is hereby otherized to withdraw and apply the same hereon. The Holder of the Note is further authorized to pay said items as charged or billed without further inquiry.
- (13) The Mortgagor coverants to furnish to Mortgagoe, upon Mortgagoe's written request, a sworn itemized statement of the most recent annual income and expenses pertaining to the mortgaged premises, such tatement to be furnished within sixty (60) days after the date of such request.
- (14) The Mortgagor covenants that the Mortgagee shall have the right, upon reasonable notice, to inspect the mortgaged primises at all reasonable times, and access thereto shall be permitted for that purpose.
- B. THE MORTGAGOR FURTHER COVENANTS: (cont.d.)

(8) continued

provided however, notwithstanding the foregoing, the Mortgagor shall have the right to transfer or sell the underlying collateral once and only once during the term hereof, subject to the approval of the Mortgagee, on the same terms and conditions herein contained, provided that (1) all payments on the Nora of even date herewith are in a current condition and that no default or event of default exists under any provision of said Note or this Mortgage, and (2) the Mortgagee approves the proposed purchaser or transferee, such approval not to be unreasonably withheld and (3) the Mortgagee determines that the then current condition of the building is satisfactory and (4) a fee of one percent (1%) of the unpaid principal balance due on the Nole is paid to the Holder of the Note at the time of said transfer or sale.

In the event a sale takes place subject to the right as outlined for acceptance in the documents, the monthly payment is to be increased by \$30.00 per month, on whatever payment prevails at the time of the sale, until maturity.

- (9) The Mortgagor hereby waives any and all rights of redemption from rate under any order or decree of foreclosure of this mortgage for its own behalf and on behalf of each and every person, except decree or judgment creditors of the Mortgagor, acquiring any interest in or title to the mortgaged premises subsequent to the date of this Mortgage.
- (10) In the went the Mortgagor shall further encumber the mortgaged property in any amount, then if the same shall be done, it shall constitute a default under the Mortgage.
- (11) The undersigned represent and agree that this Mortgage, and the Note secured thereby, is to be construed and governed by the laws of the State of Illinois, and that the entire proceeds of the Note shall be used for business purposes as defined in Sec. 6404 (1)(c) of Chapter 17 of the Illinois Revised Statutes.

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RIDER ATTACHED TO MORTCAGE DATED OCTOBER 7, 1985, EXECUTED BY SOUTH HOLIAND TRUST AND SAVINGS BANK, AS TRUSTEE UNDER TRUST AGREEMENT DATED OCTOBER 3, 1985, AND KNOWN AS TRUST NO. 7733.

THE MORTGAGOR FURTHER COVENANTS: (cont. d.)

The undersigned further agrees that the prepayment pressum, set forth in Hoto dated Oct, 7, 1985, shall be due and payable, whether said payment is voluntary, involuntary or the result of prepayment created by the exercise of any acceleration clause provided for herein and/or in said Note. In the event of default under said Note or the Mortgage securing it, notwithstanding that the entire unpaid principal balance may have been declared due and payable, a tender of payment of the amount necessary to satisfy the entire indebtodness ovidenced hereby, made by or on behalf of the owner of the premises securing said Note at any time prior to sale under foreclosure of the Mortgage, shall constitute an evasion of the prepayment privilege and shall be accomed to be a voluntary prepayment hereunder and such payment, to the by hed in Or Collins Clark's Office of Colli extent permitted by law, will therefore include the premium required under the payment privilege contribed in said Note.

SOUTH HOLLAND TRUST AND SAVINGS BANK, AS OCTOBER 3, 1985, AND KNOWN AS TRUST NO. 7733,

(SEAL)