

UNOFFICIAL COPY 2 85315292

MORTGAGE

This form is used in connection with mortgages insured on the one to four family provisions of the National Housing Act.

THIS INDENTURE, Made this 6th day of DECEMBER 1985 between AMERICAN NATIONAL BANK AS TRUSTEE UNDER TRUST AGREEMENT DATED NOVEMBER 12, 1985 KNOWN AS TRUST NUMBER 66004 Mortgagee, and FLEET MORTGAGE CORP.

a corporation organized and existing under the laws of THE STATE OF RHODE ISLAND Mortgagee

WITNESSETH That whereas the Mortgagor is lawfully indebted to the Mortgagee, as is evidenced by a certain promissory note bearing even date herewith, in the principal sum of THIRTY EIGHT THOUSAND TWO HUNDRED FIFTY AND NO/100 Dollars (\$38,250.00)

payable with interest at the rate of TWELVE per centum (12) per annum on the unpaid balance until paid, and made payable to the order of the Mortgagee at its office in MILWAUKEE, WISCONSIN or at such other place as the holder may designate in writing, and delivered, the said principal and interest being payable in monthly installments of THREE HUNDRED NINETY THREE AND 44/100 Dollars (\$393.44) on the first day of JANUARY 1986 and a like sum on the first day of each and every month thereafter until the note is fully paid, except that the final payment of principal and interest, if not sooner paid, shall be due and payable on the first day of DECEMBER 2015

NOW, THEREFORE, for the better securing of the payment of the said principal sum of money and interest and the performance of the covenants and agreements herein contained, does by these presents MORTGAGEE and TRUSTEE into the Mortgagee, its successors or assigns, the following described Real Estate situate, lying, and being in the county of COOK and the State of ILLINOIS, to-wit:

PARCEL 1: LOT 2 IN T. W. KIRBY'S SUBDIVISION OF LOT 24 IN IGLEHART'S SUBDIVISION OF THE SOUTHWEST 1/4 OF SECTION 7, TOWNSHIP 38 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 2: LOT 3 IN T. W. KIRBY'S SUBDIVISION OF LOT 24 IN IGLEHART'S SUBDIVISION OF THE SOUTHWEST 1/4 OF SECTION 7, TOWNSHIP 38 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

S350 S. DAMIEN AVE.

20-07-317-01P PARCEL 2 T.P

PARCEL 1 T.P 20-07-317-017 (018)

TOGETHER with all and singular the tenements, hereditaments and appurtenances thereto belonging, and the rents, issues and profits thereof, and all apparatus and fixtures of every kind for the purpose of supplying or distributing heat, light, water, or power, and all plumbing and other fixtures in, or that may be placed in, any building now or hereafter standing on said land, and also all the estate, right, title, and interest of the said Mortgagee and to said premises.

TO HAVE AND TO HOLD the above-described premises, with the appurtenances and fixtures, unto the said Mortgagee, its successors and assigns, forever, for the purposes and uses herein set forth, free from all rights and benefits under and by virtue of the Homestead Exemption Laws of the State of Illinois, which said rights and benefits the said Mortgagee does hereby expressly release and waive.

AND SAID MORTGAGEE FOR covenants and covenants

To keep said premises in good repair, and not to do, or permit to be done, upon said premises, anything that will impair the value thereof, or of the security intended to be effected by virtue of this instrument, nor to suffer any part of said premises, or material therein, to fall into bad repair, to pay to the Mortgagee, as hereinafter provided, until said premises are fully paid, the said Mortgagor's obligation to pay all taxes and assessments on said premises, or any tax or assessment that may be levied by authority of the State of Illinois, or of the county, town, village, or city in which the said land is situated, upon the Mortgagor on account of the ownership thereof, (2) to cause sufficient to keep up buildings that may at any time be on said premises, during the continuance of said indebtedness, required for the benefit of the Mortgagee in such forms of insurance, and in such amounts, as may be required by the Mortgagee.

To cause to be paid, on behalf of the Mortgagee, to make such payments, or to satisfy any prior lien or encumbrance on said premises, as may be required by law, and to keep said premises in good repair, the said Mortgagee may, at any time, and from time to time, cause to be done, necessary, who may make such repairs, and the expenses of such repairs shall be paid by the Mortgagor, in addition to the obligations secured by this mortgage, to the extent that such payments, or repairs, are not otherwise paid by the Mortgagee.

It is expressly provided, however, that the provisions of this mortgage to the contrary notwithstanding, that the Mortgagee shall not be deemed to have lost the right to pay, discharge or remove any tax, assessments or any lien or charge against the premises, described herein or any part thereof or the improvements situated thereon, so long as the Mortgagee shall in good faith contest the same or the validity thereof by appropriate legal proceedings brought in a court of competent jurisdiction, which shall operate to prevent the collection of such tax, assessments, or lien or charge, and the sale or forfeiture of the said premises or any part thereof to satisfy the same.

Handwritten notes: "Over" and "51076478 KS"

Vertical stamp: 85315292

Property of Cook County

The terms and conditions of this instrument are set forth in the accompanying instrument.

This mortgage is executed by the American National Bank and Trust Company of Chicago, 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 said American National Bank and Trust Company of Chicago, 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 said First Party or on said American National Bank and Trust Company of Chicago personally to pay the said note 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 Mortgagee and by every person now or hereafter claiming any right or security hereunder, and that so far as the First Party and its successors and said American National Bank and Trust Company of Chicago personally are concerned, the legal holder or holders of said note and the owner or owners of any indebtedness accruing hereunder shall look solely to the promises hereby conveyed for the payment thereof, by the enforcement of the lien hereby created, in the manner herein and in said note provided or by action to enforce the personal liability of the guarantor, if any.

IN WITNESS WHEREOF, AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, not personally but as Trustee as aforesaid, has caused these presents to be signed by one of its Vice-Presidents or Assistant Vice-Presidents, and its corporate seal to be hereunto affixed and attested by its Assistant Secretary, the day and year first above written.

AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO
As Trustee as aforesaid and not personally.

By *[Signature]*
Vice-President

ATTEST
[Signature]

[Signature]
Assistant Secretary

STATE OF ILLINOIS /
COUNTY OF COOK (AN) LORETTA M. SOVIENSKI

I, *[Signature]* a Notary Public, in and for said County in the State aforesaid, DO HEREBY CERTIFY, that *[Signature]* Vice President of the AMERICAN NATIONAL BANK AND TRUST COMPANY of Chicago, and *[Signature]* Assistant Secretary of said Company, who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Vice-President and Assistant Secretary, respectively, 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 Company, as Trustee as aforesaid, for the uses and purposes therein set forth; and the said Assistant Secretary then and there acknowledged that he, as custodian of the corporate seal of said Company, did affix the corporate seal of said Company to said instrument as his own free and voluntary act and as the free and voluntary act of said Company, as Trustee as aforesaid, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal, this *[Signature]* day of *[Signature]* 19*[Signature]* A. D. 19

[Signature]
Notary Public

85315292

AND IN THE EVENT that the whole or part debt is declared to be due, the Mortgagee shall have the right immediately to foreclose this mortgage, and in the event of any suit for that purpose, the court in which such suit is filed may at any time thereafter, either before or after sale, and without notice to the said Mortgagor, or any party claiming under said Mortgage, and without regard to the solvency or insolvency at the time of such applications for appointment of a receiver, or for an order to place Mortgagee in possession of the premises of the person or persons liable for the payment of the indebtedness secured hereby, and without regard to the value of such premises or whether the same shall then be occupied by the owner of the equity of redemption, is a homestead, enter an order placing the Mortgagee in possession of the premises, or appoint a receiver for the benefit of the Mortgagee with power to collect the rents, issues, and profits of the said premises during the pendency of such foreclosure suit and, in case of sale and a deficiency, during the full statutory period of redemption, and such rents, issues, and profits when allowed may be applied toward the payment of the indebtedness, costs, taxes, insurance, and other charges necessary for the protection and preservation of the property.

Whenever the said Mortgagee shall be placed in possession of the above described premises under an order of a court in which an action is pending to foreclose this mortgage or a subsequent mortgage, the said Mortgagee, in its discretion, may keep the same and attempt to sell or repair, pay such current or back taxes and assess-ments as may be due on the said premises, pay for and maintain such insurance in such amounts as shall have been required by the Mortgagee, lease the said premises to the Mortgagor or others upon such terms and conditions, either within or beyond any period of redemption as are approved by the court, collect and receive the rents, issues, and profits for the use of the premises heretofore described, and employ other persons and expend such amounts as are reasonably necessary to carry out the provisions of this paragraph.

AND IN CASE OF FORECLOSURE of this mortgage by said Mortgagee in any court of law or equity, a reasonable fee shall be allowed for the solicitor's fees, and stenographers' fees, of the complainant in such proceeding, and also for all outlays for documentary evidence and the cost of a complete abstract of title for the purpose of such foreclosure, and in case of any other suit or legal proceeding, wherein the Mortgagee shall be made a party thereto, by reason of this mortgage, its costs and expenses, and the reasonable fees and charges of the attorney or attorneys of the Mortgagee, as a party, for services in such suit or proceedings, shall be a further lien and charge upon the said premises under said mortgage, and all such expenses shall become a part of such additional indebtedness secured hereby and be allowed in any decree foreclosing this mortgage.

AND THERE SHALL BE INCLUDED in any decree foreclosing this mortgage and be paid out of the proceeds of any sale made in pursuance of any such decree: (1) All the costs of such suit or suits, advertising, sale, and conveyance, including attorney's solicitors' and stenographers' fees, outlays for documentary evidence and cost of said abstract of title; (2) all the moneys advanced by the Mortgagee, if any, for the purpose authorized in the mortgage with interest on such advances at the rate set forth in the note secured hereby, from the time such advances are made; (3) all the accrued interest remaining unpaid on the indebtedness hereby secured; (4) all the said principal moneys remaining unpaid. The surplus of the proceeds of any sale of any, shall then be paid to the Mortgagor.

If Mortgagor shall pay and act at the time and in the manner aforesaid and shall abide by, comply with, and duly perform all the covenants and agreements herein, then this conveyance shall be null and void and Mortgagor will, within thirty (30) days after written demand therefor by Mortgagee, execute a release or satisfaction of this mortgage, and Mortgagee hereby waives the benefit of all statutes or laws which require the earlier execution or delivery of such release or satisfaction by Mortgagee.

IT IS EXPRESSLY AGREED that no extension of the time for payment of the debt hereby secured given by the Mortgagee to any successor in interest of the Mortgagor shall operate, in any manner, to release, in any manner, the original liability of the Mortgagor.

THE COVENANTS HEREIN CONTAINED shall bind, and the benefits and advantages shall inure, to the heirs, executors, administrators, successors, and assigns of the parties hereto. Wherever used, the singular number shall include the plural, the plural the singular, and the masculine gender shall include the feminine.

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

AMERICAN NATIONAL BANK AS TRUSTEE UNDER TRUST AGREEMENT DATED NOVEMBER 12, 1985 KNOWN AS TRUST NUMBER 66004.

STATE OF ILLINOIS

COUNTY OF COOK

I, the undersigned, AMERICAN NATIONAL BANK AS TRUSTEE UNDER TRUST AGREEMENT DATED NOVEMBER 12, 1985 KNOW AS TRUST NUMBER 66004, personally known to me to be the same person whose name is subscribed to the foregoing 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 purposes therein set forth, including the release and waiver of the right of homestead.

GIVEN under my hand and Notarial Seal this day, A. D. 19

Notary Public

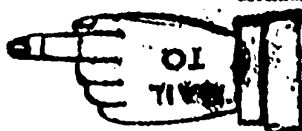
Filed for Record in the Recorder's Office of

County, Illinois, on the day of A.D. 19

at o'clock and duly recorded in Book of Page

THIS INSTRUMENT WAS PREPARED BY: GREG McLAUGHLIN FOR:

First Mortgage Corp. 100 W. Madison Street, Chicago, Illinois 60604



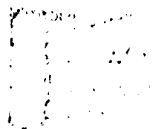
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RECORDED AND INDEXED IN THE RECORDER'S OFFICE OF COOK COUNTY, ILLINOIS, ON NOVEMBER 12, 1985 AT 10:00 AM.

UNOFFICIAL COPY

Property of Cook County Clerk's Office



UNOFFICIAL COPY

STATE OF ILLINOIS
MORTGAGE NO. 21758 (1-40)

AMERICAN NATIONAL BANK AS TRUSTEE
UNDER TRUST AGREEMENT DATED NOVEMBER
12, 1985 KNOWN AS TRUST NUMBER 66004

This rider attached to and made part of the Mortgage between Mortgagee, and FLEET MORTGAGE CORP. Mortgages, dated DECEMBER 6, 1985 revises said Mortgage as follows:

1. Page 2, the second covenant of the Mortgage is amended to read:

That, together with, and in addition to, the monthly payments of principal and interest payable under the terms of the note secured hereby, the Mortgagee will pay to the Mortgagee, on the first day of each month until the said note is fully paid, the following sums:

- (a) A sum equal to the ground rents, if any, next due, plus the premiums that will next become due and payable on policies of fire and other hazard insurance covering the mortgaged property, plus taxes and assessments next due on the mortgaged property (all as estimated by the Mortgagee) less all sums already paid therefor divided by the number of months to elapse before one month prior to the date when such ground rents, premiums, taxes and assessments will become delinquent, such sums to be held by Mortgagee in trust to pay said ground rents, premiums, taxes and special assessments; and
- (b) All payments mentioned in the two preceding subsections of this paragraph and all payments to be made under the note secured hereby shall be added together and the aggregate amount thereof shall be paid by the Mortgagee each month in a single payment to be applied by the Mortgagee to the following items in the order set forth:
 - (i) ground rents, if any, taxes, special assessments, fire, and other hazard insurance premiums;
 - (ii) interest on the note secured hereby; and
 - (iii) amortization of principal of the said note.

Any deficiency in the amount of any such aggregate monthly payment shall, unless made good by the Mortgagee prior to the due date of the next such payment, constitute an event of default under this mortgage. The Mortgagee may collect a "late charge" not to exceed four cents (4c) for each dollar (\$1) for each payment more than fifteen (15) days in arrears, to cover the extra expense involved in handling delinquent payments.

If the total of the payments made by the Mortgagee under subsection (a) of the preceding paragraph shall exceed the amount of the payments actually made by the Mortgagee for ground rents, taxes, and assessments, or insurance premiums, as the case may be, such excess, if the loan is current, at the option of the Mortgagee, shall be credited on subsequent payments to be made by the Mortgagee, or refunded to the Mortgagee. If, however, the monthly payments made by the Mortgagee under subsection (a) of the preceding paragraph shall not be sufficient to pay ground rents, taxes, and assessments, or insurance premiums, as the case may be, when the same shall become due and payable, then the Mortgagee shall pay to the Mortgagee any amount necessary to make up the deficiency, on or before the date when payment of such ground rents, taxes, assessments, or insurance premiums shall be due. If at any time the Mortgagee shall tender to the Mortgagee, in accordance with the provisions of the note secured hereby, full payment of the entire indebtedness represented thereby, the Mortgagee shall, in computing the amount of such indebtedness, credit to the account of the Mortgagee any balance remaining in the funds accumulated under the provisions of subsection (a) of the preceding paragraph. If there shall be a default under any of the provisions of this mortgage resulting in a public sale of the premises covered hereby, or if the Mortgagee acquires the property otherwise after default, the Mortgagee shall apply, at the time of the commencement of such proceedings or at the time the property is otherwise acquired, the balance then remaining in the funds accumulated under subsection (a) of the preceding paragraph as a credit against the amount of principal then remaining unpaid under said note.

2. Page 2, the penultimate paragraph is amended to add the following sentence:

This option may not be exercised by the Mortgagee when the indebtedness for insurance under the National Housing Act is due to the Mortgagee's failure to remit the mortgage insurance premium to the Department of Housing and Urban Development.

Dated as of the date of the mortgage referred to herein.

5/11/85

5315292

STATE OF ILLINOIS)
COUNTY OF COOK)

[Handwritten signature]

(SEAL)
Mortgagee AMERICAN NATIONAL BANK AS TRUSTEE UNDER TRUST
AGREEMENT DATED NOVEMBER 12, 1985 KNOWN AS TRUST
NUMBER 66004.

I, the undersigned, a notary public, in and for the County and State of Illinois, do hereby certify that AMERICAN NATIONAL BANK AS TRUSTEE UNDER TRUST AGREEMENT DATED NOVEMBER 12, 1985 KNOWN AS TRUST NUMBER 66004, personally known to me to be the person whose name is subscribed to the foregoing 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 purposes therein set forth, including the release and waiver of the right of homestead.

GIVEN under my hand and Notarial Seal this DEC 6, 1985, 19

[Handwritten signature]
Notary Public

UNOFFICIAL COPY

15⁰⁰ MAIL

85-315232

PROPERTY CLERK'S OFFICE
1287 N. MICHIGAN ST. CHICAGO, ILL. 60611

Property of Cook County Clerk's Office