

UNOFFICIAL COPY

MORTGAGE

LOAN# 10114-8

THIS INDENTURE WITNESSETH: That the undersigned _____

NORTHWEST NATIONAL BANK OF CHICAGO

National Banking Association
 a corporation organized and existing under the laws of the UNITED STATES of AMERICA,
 not personally but as Trustee under the provisions of a Deed or Deeds in trust
 duly recorded and delivered to the undersigned in pursuance of a Trust Agreement dated NOVEMBER 22, 1985
 and known as trust number 10-078320-8, hereinafter referred to
 as the Mortgagor, does hereby Mortgage ~~and~~ to

COMMUNITY SAVINGS BANK

COMMUNITY SAVINGS AND LOAN ASSOCIATION

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 of COOK
 in the State of Illinois, to wit:

The North 32.0 feet of Lot One (1) in Block Three (3) in Watson's Maple Grove
 Addition to Chicago in the South East Quarter (SE $\frac{1}{4}$) of Section Nineteen (19),
 Township Forty (40) North, Range Thirteen (13) East of the Third Principal
 Meridian, in Cook County, Illinois;

Permanent Index Number: 13-19-406-012

Property commonly known as: 3556 N. Nagle Avenue - Chicago, Illinois 60634.

TOGETHER with all buildings, improvements, fixtures or appurtenances now or hereafter erected thereon, 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 otherwise and any other thing now or hereafter therein or thereon the furnishing of which by lessors to lessees is customary or appropriate, including screens, venetian blinds, window shades, storm doors and windows, floor coverings, screen doors, in-a-door beds, awnings, stoves and water heaters (all of which are declared to be 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 under or by virtue of any lease or agreement for the use or occupancy of said property, or any part thereof, whether said lease or agreement is written or verbal and whether it is now or may be hereafter existing or which may be made by the Mortgagee under the power herein granted to it; it being the intention hereof (a) to pledge said rents, issues and profits on a parity with said real estate and not secondarily and such pledge shall not be deemed merged in any foreclosure decree, and (b) to establish an absolute transfer and assignment to the Mortgagee of all such leases and agreements and all the avails thereunder, together with the right in case of default, either before or after foreclosure sale, to enter upon and take exclusive possession of, manage, maintain and operate said premises, or any part thereof, make leases for terms deemed advantageous to it, terminate or modify existing or future leases, collect said avails, rents, issues and profits regardless of when earned and use such measures whether legal or equitable as it may deem proper to enforce collection thereof, employ retaining agencies or other employees, alter or repair said premises, buy furnishings and equipment therefor when it deems necessary, purchase all kinds of insurance, and in general exercise all powers ordinarily incident to absolute ownership, advance or borrow money necessary for any purpose herein stated to secure which a lien is hereby created on the mortgaged premises and on the income therefrom which lien is prior to the lien of any other indebtedness hereby secured, and out of the income retain reasonable compensation for itself, pay insurance premiums, taxes and assessments, and all expenses of every kind including attorneys' fees incurred in the exercise of the powers herein given, and from time to time apply any balance of income not, in its sole discretion, needed for the aforesaid purposes, first on the interest and then on the principal of the indebtedness hereby secured, before or after any decree of foreclosure, and on the deficiency in the proceeds of sale, if any, whether there be a decree in personam therefor or not. Whenever all of the indebtedness secured hereby is paid, and the Mortgagee, in its sole discretion, feels there is no substantial uncorrected default in performance of the Mortgagor's agreements herein, the Mortgagee, on satisfactory evidence thereof, shall relinquish possession and pay to Mortgagor any surplus income in its hands. The possession of Mortgagee may continue until all indebtedness secured hereby is paid in full or until the delivery of a Master's Deed or Special Commissioner's Deed pursuant to a decree 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 said premises 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.

TO HAVE AND TO HOLD the said 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.

TO SECURE the payment of a certain indebtedness from the Mortgagor to the Mortgagee evidenced by a note made by the Mortgagor in favor of the Mortgagee, bearing even date herewith, in the sum of ONE HUNDRED EIGHTY-FIVE THOUSAND AND NO/100 Dollars (\$185,000.00), which note together with interest thereon as provided by said note, is payable in monthly installments of TWO THOUSAND ONE HUNDRED NINETY-ONE AND NO/100 DOLLARS (\$2,191.00) on the first day of each month, commencing with January 1st, 1986 until the entire sum is paid.

To secure performance of the other agreements in said note, which are hereby incorporated herein and made a part hereof, and which provide, among other things, for an additional monthly payment of one-twelfth (1/12th) of the estimated annual taxes, assessments, insurance premiums and other charges upon the mortgaged premises. And to secure possible future advances as hereinafter provided and to secure the performance of the Mortgagor's covenants herein contained.

DEC 10 1985 7U-28 712 J

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Box..... 330

MORTGAGE

NORTHWEST NATIONAL BANK OF
CHICAGO, TR# 10-078320-8

3556 N. NAGLE AVENUE

CHICAGO, ILLINOIS 60634

to

COMMUNITY SAVINGS BANK
~~AND~~ ~~AND~~ ~~ASSOCIATION~~
Chicago, Illinois

Mail To:

COMMUNITY SAVINGS BANK
~~AND~~ ~~AND~~ ~~ASSOCIATION~~
4801 Belmont Avenue
Chicago, Illinois 60641

Loan No. 10114-8

Torrens certificates and similar data and assurances with respect to title as Mortgagee may reasonably deem necessary either to prosecute such suit or to evidence to bidders at any sale held pursuant to such decree the true title to or value of said premises; all of which aforesaid amounts together with interest as herein provided shall be immediately due and payable by the Mortgagor in connection with (a) any proceeding, including probate or bankruptcy proceedings to which either party hereto shall be a party by reason of this mortgage or the note hereby secured; or (b) preparations for the commencement of any suit for the foreclosure hereof after the accrual of the right to foreclose, whether or not actually commenced; or (c) preparations for the defense of or intervention in any suit or proceeding or any threatened or contemplated suit or proceeding, which might affect the premises or the security hereof. In the event of a foreclosure sale of said premises there shall first be paid out of the proceeds thereof all of the aforesaid items, then the entire indebtedness whether due and payable by the terms hereof or not and the interest due thereon up to the time of such sale, and the overplus, if any, shall be paid to the Mortgagor, and the purchaser shall not be obliged to see to the application of the purchase money.

(6) That each right, power and remedy herein conferred 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 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 masculine gender, 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 Mortgagor and the successors and assigns of the Mortgagee; and that the powers herein mentioned may be exercised as often as occasion therefor arises.

(7) This mortgage is executed by NORTHWEST NATIONAL BANK 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 NORTHWEST NATIONAL BANK 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 NORTHWEST NATIONAL BANK OF CHICAGO, either individually or as Trustee aforesaid, 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 the Mortgagee and by every person now or hereafter claiming any right or security hereunder, and that so far as

NORTHWEST NATIONAL BANK OF CHICAGO, either individually or as Trustee aforesaid, or its successors, 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 premises 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.

(8) If the Mortgagor sells the property, or any part thereof, or any interest therein either by Articles of Agreement for Deed, transfer of title, or assignment of the beneficial interest in the land trust or any part thereof, then the Mortgagee may declare the entire indebtedness secured by this Mortgage due and payable immediately, and the acceptance of payments upon said indebtedness shall not constitute a waiver of the right to demand immediate repayment.

This instrument prepared under
the supervision of
CONRAD J. NAGLE, Attorney
4801 W. Belmont Avenue
Chicago, Illinois 60641

85 321 968

IN WITNESS WHEREOF, NORTHWEST NATIONAL BANK OF CHICAGO
not personally but as Trustee as aforesaid, has caused these presents to be signed by its Vice President, and
its corporate seal to be hereunto affixed and attested by its Assistant Secretary, this 29th day of
November, A. D. 19 85.

ATTEST:

NORTHWEST NATIONAL BANK OF CHICAGO
As Trustee as aforesaid and not personally

By Vice President

Florence J. Haug
Assistant Secretary

STATE OF ILLINOIS
COUNTY OF COOK } SS.

DEC 13 AM 10:34

85321968

I, Mary L. Plotke a Notary Public, in and for said County, in the state aforesaid,
DO HEREBY CERTIFY, THAT Thomas A. Barr Vice President of
NORTHWEST NATIONAL BANK OF CHICAGO, and

Florence J. Haug, Asst. Secretary of said corporation, 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 corporation, as Trustee as aforesaid
for the uses and purposes therein set forth; and the said Asst. Secretary then and there acknowledged that she,
as custodian of the corporate seal of said corporation, did affix said seal to said instrument as her own free and
voluntary act and as the free and voluntary act of said corporation, as Trustee as aforesaid, for the uses and purposes
therein set forth.

GIVEN under my hand and Notarial Seal, this 9th day of December, A. D. 19 85.

Mary L. Plotke
Notary Public

My commission expires March 13, 1989

(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 Mortgagee, or if the Mortgagee shall make an assignment for the benefit of his creditors or if his property be placed under control of or in the custody of any court or officer of the government, or if the Mortgagee abandon any of said property, then and in any of said events, the Mortgagee is hereby authorized and empowered, at its option, and without affecting the lien hereby created or the priority of said lien or any right of the Mortgagee hereunder to declare, without notice all sums accrued hereby immediately due and payable, whether or not such default be remedied by Mortgagee, and apply toward the payment of said mortgage indebtedness any indebtedness of the Mortgagee to the Mortgagee, and said Mortgagee may also immediately proceed to foreclose this mortgage, and in any foreclosure a sale may be made of the premises encompassed without offering the several parts separately;

(2) That it is the intent hereof to secure payment of said note whether the entire amount shall have been advanced to the Mortgagee at the date hereof or at a later date, or having been advanced, shall have been repaid in part and further advances made at a later date, which advances shall in no event operate to make the principal sum of the indebtedness greater than the original principal amount plus any amount or amounts that may be added to the mortgage indebtedness under Section A(2) above, or for either purpose;

1 (1) That in the case of failure to perform any of the covenants herein, the Mortgagee may do on the Mortgagee's behalf everything so convenient; that the Mortgagee may also do any act it may deem necessary to protect the lien hereof; that the Mortgagee will repay upon demand any money paid or advanced by the Mortgagee for any of the above purposes and such money together with interest thereon at the highest rate for which it is then lawful to contract shall become so much additional indebtedness hereby secured and may be included in any decree foreclosing this mortgage and be paid to the lender or proceeds of sale of premises; that if not otherwise paid, it shall not be obligatory upon the Mortgagee to inquire into the validity of any loan, encumbrance, or claim or advance of money as above authorized, but in nothing herein contained shall it be deemed as requiring the Mortgagee to advance any money for any purpose not to do and to be repaid; and that Mortgagee shall not incur any personal liability because of anything it may do or omit to do hereunder.

B. THE MORTGAGOR FURTHER COVENANTS:

(1) To comply with all requirements of law with respect to the mortgaged premises and the use thereof;

(4) To promptly repair, restore or rebuild any buildings or improvements now or hereafter on the premises which may become damaged or destroyed;

(3) To complete within a reasonable time any buildings or improvements now or at any time in process of erection

[illegible]

(1) To pay immediately when due and payable all general taxes, special taxes, special assessments, water charges, sewer service charges and other taxes and charges against said property, including said property, (the amount of the payments provided for by said note or participation in such taxes and charges to be applied thereto), and to furnish the Mortgagee, upon request, with the original or duplicate receipts therefor, and all such items extended against said property, shall be conclusively deemed valid for the purpose of this requirement.

A. THE MORTGAGOR COVENANTS: