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MORTGAGE
For Land Trustee

86459872

15.00

THE ABOVE SPACE FOR RECORDERS USE ONLY

Dated this 1st day of July A.D. 1986 LOAN NO.

NORTHERN STATES TRUST COMPANY f/k/a
THIS INDENTURE WITNESSETH: THAT THE UNDERSIGNED, Antioch Trust Company as Trustee under
Trust Agreement dated June 6, 1983 and known as Trust #10-221 of the County of

Lake, State of Illinois, hereinafter referred to as the Mortgagor, do(es)
hereby mortgage, grant, convey and warrant to

BANK OF HILLSIDE

a corporation organized and existing under the laws of the State of Illinois or to its
successors and assigns, hereinafter referred to as the Mortgagee, the following real
estate situated in the County of Cook, in the State of Illinois, to wit:
Lot 4 in A.J. Tullock's Second Subdivision of the West 174.85 feet of Block 6 in
Superior Court Commissioner's Partition of the West one-half of the Southwest
one-quarter of Section 25, Township 39 North, Range 13, East of the Third Principal
Meridian, in Cook County, Illinois.
Property commonly known as: 3120 W. 26th Street, Chicago, Illinois 60623
P.I. #16-25-301-002

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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 other services 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, together with all easements and the rents, issues
and profits of every name, nature and kind. It being the intention hereby to establish
an absolute transfer and assignment to the Mortgagee of all leases and avails of said
premises and the furnishings and equipment therein. Such rents, issues and profits
shall be applied first to the payment of all costs and expenses of acting under such
assignment, including taxes and assessments, and second to the payment of any
indebtedness then due and/or incurred hereunder.

TO HAVE AND TO HOLD all of said property with said appurtenances, apparatus,
fixtures and other 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 and/or the United States of America, which said rights and benefits said
Mortgagor does hereby release and waive.

TO SECURE (1) The payment of a note and the performance of the obligations therein
contained, executed and delivered concurrently herewith by the Mortgagor to the
Mortgagee in the principal sum of
Thirty Six Thousand Two Hundred Forty Three and 40/100-----Dollars (\$ 36,243.40),
which is payable as provided in said note, and (2) any additional advances made by the
Mortgagee to the Mortgagor, or his successors in title, for any purpose, at any time
before the release and cancellation of this mortgage, but at no time shall this mortgage
secure advances on account of said original note and such additional advances in a sum
in excess of
Thirty Six Thousand Two Hundred Forty Three and 40/100-----Dollars (\$ 36,243.40)

THE FOLLOWING COVENANTS, CONDITIONS AND PROVISIONS are as hereinafter set forth and made
a part of the Mortgage.

A. THE MORTGAGOR COVENANTS:

(1) To either pay immediately when due and payable all general taxes, special
assessments and other taxes levied or assessed upon said property or any part thereof
and to promptly deliver the official receipt therefor to the Mortgagee upon demand; or
pay such items in accordance with the terms of the Note of even date herewith; (2) To
keep the improvements now or hereafter upon said premises insured against loss or damage

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(4) If all or any part of the property or an interest therein is sold or transferred by Borrower without Lender's prior written consent, including any transfer of title to the subject premises, whether direct or indirect, including but not limited to, by virtue of the general stock whether common or preferred, if the Borrower is a corporation, or, a change of more than ten (10%) percent of the ownership of the corporation, or, a change of more than ten (10%) percent of the corporate stock whether common or preferred, if the Borrower is a corporation, or, a change of more than ten (10%) percent of the ownership of the corporation, at the option, in the event of any change in ownership, however said ownership is held, and whether or not said change is legal, equitable or otherwise, whether it be directly or indirectly, of the premises covered hereby without the consent of the Mortgagee, excluding (a) the creation of a lien or encumbrance subordinate to this Mortgage, (b) the creation of a purchase money security interest for household appliances, (c) a transfer by devise, descent or by operation of law upon the death of a joint tenant or (d) the grant of any leasehold interest of three years or less not containing an option to purchase. Lender shall have waived such option to accelerate it, prior to the sale or transfer, lender and the person to whom the property

(1/12) of the annual insurance premiums; the installments required in the aforementioned note, a sum equivalent to one-twelfth advances said insurance premium, the Mortgagee agrees to pay each month, in addition to the indebtedness secured by the Mortgage. It is further understood that if the Mortgagee as of the first day of the then current month, and it shall become additional premium each year for such insurance and such payment to the unpaid balance of the loan and in a form acceptable to it, the Mortgagee has the right to advance the annual carry debitability insurance and life insurance in a company acceptable to said Mortgagee, and that if the Mortgagee shall apply for, secure, assign to said Mortgagee, and

(2) That if the interest 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, and to secure any other amount or amounts that may be added to the mortgage indebtedness under the terms of this mortgage;

(1) That in case of his failure to perform any of his covenants herein, the Mortgagee may do on his behalf everything so covenanted; that said Mortgagee may also do any act it may deem necessary to protect the lien of this mortgage, and that he will immediately repay any monies paid or disbursed by the Mortgagee for any of the above purposes, and such monies shall be added to the unpaid balance of the aforesaid Note as of the first day of the then current month and become so much additional indebtedness secured by this mortgage and may be included in any decree foreclosing this mortgage and be paid out of the rents or proceeds of the sale of said premises, if not otherwise paid by him; that it shall not be obligatory upon the Mortgagee to inquire into the validity of any lien, encumbrance or claim in advancing monies in that behalf as above authorized, but nothing herein contained shall be construed as requiring the Mortgagee to advance any monies for any purpose nor to do any act hereunder; that the Mortgagee shall not incur personal liability because of anything it may do or omit to do hereunder;

C. THE MORTGAGEE'S FURTHER COVENANTS:

(3) In lieu of the establishment of a tax and insurance escrow account as above provided for a mortgage on a single-family owner occupied residential property, the Borrower(s) may pledge an interest bearing savings account with the Mortgagee in an amount sufficient to secure the payment of anticipated real estate taxes and insurance premiums.

escrow arrangement for the duration of the mortgage. If arrangement described in Paragraph (1) above by written notice to the Mortgagee. If after terminating the tax and insurance escrow arrangement the Borrower(s) does not furnish to the Mortgagee sufficient evidence of payment of the taxes when due on the premises covered by the mortgage with respect to which the escrow arrangement was previously established, the Mortgagee, after a good faith investigation to verify nonpayment, may, within thirty (30) days after such payment is due, re-establish the

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(6) That upon the commencement of any foreclosure proceeding hereunder, the Court in which such suit is filed may, at any time, either before or after sale, and without notice to the Mortgagee or the party claiming under him, and without regard to the solvency of the Mortgagee or the value of said premises, or whether the same shall then be occupied by the owner of the equity of redemption, appoint a receiver (who may be the Mortgagee or any other person) to collect the rents, issues and profits of said premises during the pendency of such foreclosure suit and the statutory period of redemption, and such receiver shall collect the rents, issues and profits, when collected, may be applied before as well as after the sale, towards the payment of the indebtedness, costs, taxes, insurance or other items necessarily for the protection and preservation of the property, including the expenses of such foreclosure proceeding, or on any deficiency degree whether there be a deficiency in possession or not, and if a receiver shall be appointed he shall remain in possession until the expiration of the full period allowed by statute for redemption, whether there be redemption or not, and until the issuance of deed in case of sale, but if no deed be issued, until the expiration of the statutory period during which it may be issued, and no issue of said premises shall be nullified by the appointment or entry in possession of a receiver but he may elect to terminate any lease junior to the lien hereof, and upon foreclosure of said premises, there shall be allowed and included as an additional indebtedness in the degree of rate all expenditures and expenses together with interest thereon at the maximum legal rate of interest, which may be paid or incurred by or on

(5) That time as of the essence hereof and if default be made in performance of any covenant herein contained or in case of default in making any payment under said Note 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 custody of any court, or if the Mortgagee abandon any of such 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 secured hereby immediately due and payable, whether or not such default be alleged by the Mortgagee, and apply towards 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.

(3) percent of the amount due under the Note. (3) percent of the amount due under the Note. associated with insuring title, attorney's fees, and an additional refinancing service including but not limited to costs of credit checks, costs of appraisals, costs, and shall be privileged to charge the successor or successors all expenses and refinancing charges, under the laws of the State of Illinois as now or hereafter in effect, and shall be payable hereunder. shall never exceed the rate permitted to be charged upon contracts points over the rate herein specified, provided always that the maximum rate of interest to be paid hereunder by not more than an additional three (3%) percentage of the Note and Mortgage shall be privileged to increase the annual rate of interest to be paid hereunder, when dealing with said successor or successors, the holder of the Note and Mortgage shall be privileged to increase the annual rate of debt hereby secured. In addition, when dealing with said successor or successors, the Mortgagee shall have the right to extend the time for payment of the debt secured hereby without the Mortgagee and the debt hereby secured in the same manner as with the Mortgagee, and may deal with such successor or successors in interest with reference to this Mortgage and the debt hereby secured by this Mortgage, the Mortgagee may, without notice to accelerate the sums secured by this Mortgage, the Mortgagee may, without notice to Mortgage shall learn of a transfer of the property (as described above) and decide not to invoke any remedies permitted herein. In the event that the holder of the Note and Borrower may pay the sums declared due. If Borrower fails to pay such sums prior to the expiration of such period, Lender may, without further notice or demand on Borrower, acceleration in accordance with notice requirements herein. Such notice shall provide a period of not less than thirty (30) days from the date the notice is mailed within which agreement accepted in writing by Lender, Lender shall release Borrower from all obligations under this Mortgage and the Note.

to be sold or transferred each agreement in writing that the credit of such person is satisfactory to Lender and that the interest payable on the sums secured by this Mortgage shall be at such rate with such transfer fees and service charge (points) as Lender shall request. If Lender has waived the option to accelerate provided in this paragraph, and if Borrower's successor in interest has executed a written assumption agreement accepted in writing by Lender, Lender shall release Borrower from all obligations under this Mortgage and the Note.

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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 any note contained shall be construed as creating any liability on said personally to pay the said note or any interest thereon, or any indebtedness accruing hereunder, or to perform any covenant or other 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 said mortgagee is concerned, the legal holder or holders of said note and the owner or owners of any indebtedness accruing hereunder shall look 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 mortgagor.

as Trustee under Trust Agreement dated 6/6/83 and known as Trust Number 10-221 and 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 authority conferred upon and vested in it as such trustee and said mortgagee) and it is expressly understood and agreed that nothing herein or in any note contained shall be construed as creating any liability on said personally to pay the said note or any interest thereon, or any indebtedness accruing hereunder, or to perform any covenant or other 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 said mortgagee is concerned, the legal holder or holders of said note and the owner or owners of any indebtedness accruing hereunder shall look 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 mortgagor.

This mortgage is executed by Northern States Trust Company, F/K/A Antioch Trust Company, and is a part of a mortgage or trust deed. The mortgagor hereby waives any and all rights of redemption from sale under any judgment of foreclosure of this security instrument, on behalf of the mortgagor or any interest in or title to the mortgaged premises subsequent to the date of such mortgage or trust deed.

(8) 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 any note contained shall thereafter in any manner affect the right of mortgagee to require or enforce performance of the same or any other of said covenants; that whenever the context hereof require, the masculine gender, as used herein, shall include the feminine, and the singular number, as used herein, shall include the plural, and that all rights and obligations under this mortgage shall extend to and be binding on the respective heirs, executors, administrators, successors and assigns of the mortgagor and mortgagee.

(7) In case the mortgaged property or any part thereof is damaged, or destroyed by fire or any other cause, or taken by condemnation, then the mortgagee is hereby empowered to receive any compensation which may be paid. Any monies so received shall be applied by the mortgagee as it may elect, to the immediate reduction or payment in full of the indebtedness secured hereby, or to the repair and restoration of the property. In the event the mortgagee makes inspections and disbursements during the repair and restoration of the property, the mortgagee may make a charge not to exceed 2% of the amount of such disbursement.

to be to the application of the purchase money) In case the mortgaged property or any part thereof is damaged, or destroyed by fire or any other cause, or taken by condemnation, then the mortgagee is hereby empowered to receive any compensation which may be paid. Any monies so received shall be applied by the mortgagee as it may elect, to the immediate reduction or payment in full of the indebtedness secured hereby, or to the repair and restoration of the property. In the event the mortgagee makes inspections and disbursements during the repair and restoration of the property, the mortgagee may make a charge not to exceed 2% of the amount of such disbursement.

for exhibits attached to pleadings, documentary and expert evidence, stenographic fees, sheriff's fees and commissions, court costs, costs for service of process, publication costs and costs (which may be estimated as to and include items to be expended after the entry of the decree) or procuring all such abstracts of title, title searches, examinations and reports, guaranty policies, Torrens certificates and similar data and assurances with respect to title as mortgagee may reasonably deem necessary other 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, and all amounts as aforesaid, together with interest as herein provided, shall become additional indebtedness of and 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) proceedings 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) proceedings for the defense of or intervention in any threatened or contemplated suit or proceeding which might affect the premises or the security hereof, whether or not actually commenced. 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 surplus, if any, shall be paid to the mortgagor, and the purchaser shall not be obliged to see to the application of the purchase money)

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