LAND TITLE COMPANY MARIE FILE. (L-3 043 C3/ 1680 T) WIS IS A SECOND MORTGAGE

a corporation organized and existing under the laws of		of ILLINOIS
duly recorded and delivered to the undersigned in pursu	iance of a Trust Agre	ement dated OCTOBER 81986
as the Mortgagor, does hereby Mortgage and Warrant to WILLIAM H. BOETTICHER AND ROBERTA E. BOET		w Har
referred to as the Mortgagee, the following real estate, and the State of Inhois, to wit:	wwxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxx	orCOOK
eferred to as the Mortgagee, the following real estate, and the State of Inluois, to wit:	wexxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxx	ofCOOK
eferred to as the Mortgagee, the following real estate, s a the State of Allhois, to wit:	wwxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxx	ofCOOK
referred to as the Mortgagee, the following real estate, and the State of Inhois, to wit:	wexxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxx	ofCOOK
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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, refrigoration, virillation or otherwise and any other thing now or hereafter therein or thereon the furnishing of which by lessors to lezace is customary or appropriate, including screens, venetian blinds, window shades, storm doors and windows, floor coverings, presen doors, in-a-door beds, awnings, stoves and water heaters (uit of which are declared to be a part of said real estate whither physically attached thereto or not); and also together with all easements and the ronts, issues and profits of saic premises which are hereby pietiged, assigned, transferred and set over unto the Mortgagee, whether now due or hereafte to become due under or by virtue of more or verbal and whether it is now or may be hereafter existing or which may be made if the said tense or or may be deceded and whether it is now or may be hereafter existing or which may be made in the profit of said property, or any part thereof, whe her said lease or an aprity with a said real estate and not secondarily and such pictiges shall not all such leases and agreements and all the a said thereunder, together with the right in case of default, other bortgoe after of refectoure and agreements and all the a said thereunder, together with the right in case of default, other bortgoe after foreclosure sale, to enter upon and take exclusive possosion of, manage, maintain and operate said premises, or any part thereof, make leases for terms deemed advariaceous to it, terminate or modify existing or future leases, collect said avails, rents, issues and profits regardless of whom earned and use such measures whether legal or equitable as it may deem proper to enforce collection thereof, employ realing agencies or other employees, alter or repair said premises, buy furnishings and equ 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 THRU DECEMBER 1ST, 1991. THE REMAINING BALANCE IS DUE IN FULL ON OR BEFORE DECEMBER 31ST, 1991.

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.

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Loan No.

	MOR1	
Proposition of County	MORTGAGE	
Colly		
	C/O/H	
	DEPT-01 RECORDING T#1.11 TRAN 0620 19/17/86 15:45 #1713 / C # -86-48456 COOK COUNTY RECORDER	\$15.06 5:00 B ⊅

THE MORTGAGOR COVENANTS:

- (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 those heretofore due, (the monthly payments provided by said note in anticipation of 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.
- (2) To keep the improvements now or hereafter situated upon said premises insured against loss or damage by fire, lightning, 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 pay in full the indebtedness secured hereby, in such companies, through such agents or brokers, and in such form as shall be satisfactory to the Mortgagee, until said indebtedness is fully paid, or in the case of foreclosure, until expiration of the period of redemption; such insurance policies, including additional and renewal policies shall be delivered to and kept by the Mortgagee and shall contain a clause satisfactory to the Mortgagee making them payable to the Mortgagee, as its interest may appear, and in case of foreclosure sale payable to the owner of the certificate of sale, owner of any deficiency, any receiver or redemptioner, or any grantee in the Master's or Commissioner's Deed; and in case of loss under such policies, the Mortgagee is authorized to adjust, collect and compromise, in its discretion, all claims thereunder, and the Mortgagor 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 such insurance to the indebtedness hereby secured shall not excuse the Mortgagor from making all monthly payments until the indebtedness is paid in full.
- (3) To complete within a reasonable time any buildings or improvements now or at any time in process of crection upon said premites;
- upon said prem' es;

 (4) To promptly repair, restore or rebuild any buildings or improvements now or hereafter on the premises which may become damage; or destroyed;
- (5) To keep said or mises in good condition and repair, without waste, and free from any mechanic's, or other lien or claim of lien not expressly subordinated to the lien hereof;
- (6) Not to suffer or parnit any unlawful use of or any nuisance to exist on said property nor to diminish nor impair its value by any act or onliss on to act;
 - (7) To comply with all requirements of law with respect to the mortgaged premises and the use thereof;
- (8) Not to suffer or permit, without the written permission of the Mortgagee 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, appurtenances, fixtures 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 actidings or improvements on said property.
- (9) That if the Mortgagor shall procure contracts of insurance upon his life and disability insurance for loss of time by accidental injury or sickness, or either sach contract, making the Mortgagee assignee thereunder, the Mortgagee may pay the premiums for such insurance and add said payments to the principal indebtedness secured by this mortgage, to be repaid in the same manner and without changing the amount of the monthly payments, unless such change is by mutual

THE MORTGAGOR FURTHER COVENANTS:

- (1) That in the case of failure to perform any of the coverants herein, the Mortgagee may do on the Mortgagee's behalf everything so coveranted; that the Mortgagee may also does yet act it may deem necessary to protect the lien hereof; that the Mortgager will repay upon demand any moneys paid or d'abarsed by the Mortgagee for any of the above purposes and such moneys 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 out of the rents or proceeds of sale of said premises if not otherwise paid; hat it shall not be obligatory upon the Mortgagee to inquire into the validity of any lien, encumbrance, or claim in advancing moneys as above authorized, but nothing herein contained shall be construed as requiring the Mortgagee to advance any moneys for any purpose nor to do any act hereinder; and that Mortgagee 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 intre amount shall have been advanced to the Mortgagor 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 deed to the mortgage indebtedness under the terms of this mortgage for the purpose of protecting the security and for the purpose of paying premiums under Section A(2) above, or for either purpose;
- (3) That in the event the ownership of said property or any part thereof becomes vesce 2.1, a person other than the Mortgagor, the Mortgagee may, without notice to the Mortgagor, deal with such successor or successors in interest with reference to this mortgage and the debt hereby secured in the same manner as with the Mortgagor and may forebear to suc 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 lies 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 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 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 Mortgagee may also immediately proceed to foreclose this mortgage, and in any foreclosure a sale may be made of the premises enmasse without offering the several parts separately;
- (5) That upon the commencement of any foreclosure proceeding hereunder, the court in which such bill is filed may at any time, either before or after sale, and without notice to the Mortgagor, or any party claiming under him, and without regard to the solvency of the Mortgagor or the then value of said premises, or whether the same shall then be occupied by the owner of the equity of redemption as a homestead, appoint a receiver with power to manage and rent and 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 rents, issues and profits, when collected, may be applied before as well as after the Master's sale, towards the payment of the indebtedness, costs, taxes, insurance or other items necessary for the protection and preservation of the property, including the expenses of such receivership, or on any deficiency decree whether there be a decree therefor in personam 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 lease 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 decree of sale all expenditures and expenses together with interest thereon at the rate of

annum, which may be paid or incurred by or on behalf of the Mortgagee for attorney's fees, Mortgagee's fees, appraiser's fees, outlays for exhibits attached to pleadings, documentary and expert evidence, stonographer's fees, Master's fees and commission, court costs, publication costs and costs (which may be estimated as to and include items to be expended after the entry of the decree) of procuring all such abstracts of title, title searches, examinations and reports, guaranty policies,

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aid County, in the state aforesaid,	a Notary Public, in and for a		· · · · · · · · · · · · · · · · · · ·
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(9) The mortgagor hereby walves any and all rights of redemption from sale under the and payable.

RIVEN CHES SHEET FOR THE CHESSER. ... either individually or as Trustee storessid, or its successors, personally are consolidated to he legal holder to holder of said note and the owner or owners of any indebtedness accruting hereunder shall look solely to the preventions for the payment thereof, by the enforcement of the lies manner (8) has hardenessed to style of the payment thereof, by the enforcement of the lies manner that is all onte purchased for the payment thereof, by the enforcement of the lies are not the name of the name of the instance. In the event of a transfer shall not be transferred to stylene destring to the includer before and the payment of the instance. In the event of a transfer shall become destrictly the indeptedness shall become and all payments. The leader consent. The payment of the indeptedness shall become due and payment.

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strued as creating any liability on the said. RIVES GAME A TRUST COMPANY either individually or as Trustee alcones in any locations and interest that may accruse thereon, or any indebtedness accruing hereunder, or to perform any covenant either express or implied herein contained, all such liability, if any, being expressly hereunder, or to perform any covenant either express or implied herein contained, all such liability, if any, being expressly walved by the Morte ge, and by every person now or hereafter claiming any right or security hereunder, and that so tar as a process of the most of the most of the form of the containing any right or security hereunder, and that so tar as a process of the most of

such Trustee (and side the second it is the state and side of the second side of the seco

(7) This mortgage is executed by RIVER OAKS BANK A TRIST COMPANY and vested in it as not personally but as Trustee as aforesaid in the exercise of the power and authority conferred upon and vested in it as

(6) That each right, power and remedy herein conferred upon the Mortgages is cumulative of every other right or remedy of the Mortgages, whether herein or by law conferred, and may be enforced concurrently therewith; that no waiver by the Mortgages of performance of any covenant herein or in said obligation contained shall thereafter in any manner attent the right of the Mortgages to requires, or to enforce performance of the same or any covenant 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 feminine, and the singular number, as used herein, shall include the feminine, and the singular number, as used herein, shall include the feminine, and the singular number, as used herein, shall include the plural; that all this successors and easigns of the Mortgages; and the powers herein mentioned may be exercised as often as occasion therefor arises.

Sasigns of the Mortgages; and the powers herein mentioned may be exercised as often as occasion therefor arises.

Torrent certificates and similar data and assurances with respect to title as Mortgages may reasonably deem necessary sither to prostruct such author to evidence to bidders at any sale held pursuant to such decree the true title to or value or said premises; all of which atoreasid amounts together with interest as herein provided shall be about the mounts together with interest as herein probled or barrupky proceedings to which payable by the Mortgage or in connection with (a) any proceeding, including probled or barrupky proceedings to which might after the foreclosure hereof siter the accrual of the right to foreclose, whether or not actually commenced; or (b) preparations for the defense of or intervention in any suit to proceeding, which might affect the prevention in any suit or proceeding, which might affect the premises or the security hereof. In the event of a foreclosure asie of said placed suit or proceeding, which might affect the premises or the security hereof. In the event of a foreclosure asie of said blaced suit or proceeding, which might affect the premises or the security hereof. In the entire indeptedness whether and payable by the terms hereof or not and the proceeds the interest and the overplus, if any any interest and the proceeding, which might affect the interest and the order the foreclosure and the interest and the proceeding, which might affect the interest and the order the foreclosure and the interest and the order to the application of the purchaser money.

Any shall be paid to the Mortgagor, and the purchaser shall not be obliged to see to the application of the purchase money. Their sech raise is cumulative of severy other and remote the proceeding continue.

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., in the exercise of the power and authority conferred upon and vested in it as for the payment therof. by the enforcement of the lien created, in the manner nerein and in said note provided such Trustee (and said RIVER OAKS BANK AND TRUST COMPANY hereby warrants that it possesses full power and authority to execute this instrument), and it is expressly understood and agreed that nothing herein 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 Trustee 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 RIVER OAKS BANK AND TRUST COMPANY personally are concerned, the legal holder of holders of said note and the owner or owners of any indebtedness accruing hereunder shall look solely to the premises hereby conveyed or in said not contained shall be construed as creating any liability on the said First Party or on said RIVER OAKS BANK AND TRUST COMPANY personally to pay the said note or any interest that any accrue thereon. or by action to enforce the personal liability of the guarantor, if any. under Trust No. 2188.

This MORTGAGE is executed by RIVER OAKS BANK AND TRUST COMPANY, not personally, but as Trustee

RIVER CAKS BANK AND TRUST COMPANY

strustee, and not personally

/ Ass't

ATTEST

CORPORATE SEAL

DATE: October 14, 1986

STATE OF ILLINOIS COUNTY OF COOK

JUNE C

thereunto affixed is their free and voluntary act and as the free and voluntary act and deed of said Bank, as Trustee aforesaid for the uses and purposes therein set forth, GIVEN under my hand and Notarial Seal, this 14th I. the undersigned, a Notary Puoise in and for said County, in the State aforesaid DO HEREBY CERTIFY, that the above named ASS T. Vice President XKXXIIIX and I rust Officer of said RIVER OAKS BANK AND TRUST COMPANY, personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that they signed and delivered the said instrument as such officers of said Bank and caused the seal of said Bank to be

Joanne A. Cenan

OFFICIAL

31, Township 36 North, Range 14 East of the Third Principal Merilian, according to the Plat thereof recorded July 13, 1925 as document 8972425, in Cook County, Illinois. of Lot 8 in County Clerk's Division of the West 1/2 of the Southwast 1/4 of Section Lots 21,22 and 23 in Homewood Realty Trust Resubdivision of part North of Roe Street

rollows: Beginning at a point in the South line of the Old Thornton Road (now called Main Street in the Village of Homewood) which that is 330.77 feet East of the West Chine and 1482.81 feet North of the South line of the Southbeast 1/4 of Section 31, I fownship 36 North, Range 14 East of the Third Principal Meridian, thence running East Chalong the South line of said road, a distance of 182.4 feet; thence running South running East for a distance of 362.12 feet; thence of the Southbeast for a distance of 362.12 feet; thence of the Southbeast for a distance of 362.12 feet; thence of the Southbeast for a distance of 362.12 feet; thence of the Southbeast for a distance of 362.12 feet; thence of the Southbeast for a distance of 362.12 feet; thence of the Southbeast for a distance of 362.12 feet; thence of the Southbeast for a distance of 362.12 feet; thence of the Southbeast for a distance of 362.12 feet; thence of the Southbeast for a distance of 362.12 feet; thence of the Southbeast for a distance of 362.12 feet; thence of the Southbeast for a distance of 362.12 feet; thence of the Southbeast for a distance of 362.12 feet; thence of the Southbeast for a distance of 362.12 feet; thence of the Southbeast for a distance of 362.12 feet; thence of the Southbeast for a distance of 362.12 feet; thence of the Southbeast for a distance of 362.12 feet; thence of the Southbeast for a distance of 362.12 feet; thence of the Southbeast for a distance of 362.12 feet; thence of the Southbeast for a distance of 362.12 feet; thence o of the Southeast 1/4 which point is 117.38 feet North of the Southeast corner thereof; thence running South along said Bact line for a distance of 660 feet; thence running distance of 996.4 feet; thence North 1025.43 feet to the place of beginning, in Cook West along a line which is parallel to the South line of Section 31 aforesaid, for a County, Illinois.

#29-31-408-075 (PARCEL 1) - 3-7 #29-31-406-776 (PARCEL 2) PROPERTY ADDRESS: 1933 RIDGE ROAD HONEWOOD, IL 60430 PROPERTY #29-21-408-013 (PARCEL 1) -2-1
#29-31-408-014 (PARCEL 1) -2-1