

UNOFFICIAL COPY

86 484582



Loan No.

86484582

Property of Cook County Clerk's Office

to

MORTGAGE

Box

DEPT. 31 RECORDING \$15.00
TR1111 TRAN 0620 10/17/86 15.45.00
#1713 / C * -86-484582
COOK COUNTY RECORDER

A. 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 erection upon said premises;

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

(5) To keep said premises 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 permit any unlawful use of or any nuisance to exist on said property nor to diminish nor impair its value by any act or omission 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 buildings 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 such 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 consent.

B. THE MORTGAGOR FURTHER COVENANTS:

(1) That in the case of failure to perform any of the covenants herein, the Mortgagee may do on the Mortgagor's behalf everything so covenanted; that the Mortgagee may also do any act it may deem necessary to protect the lien hereof; that the Mortgagor will repay upon demand any moneys paid or disbursed 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; but 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 hereunder; 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 entire 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 added to the mortgage indebtedness under the terms of this mortgage for the purpose of protecting the security and for the purpose of paying premiums hereunder;

(3) That in the event the ownership of said property or any part thereof becomes vested in 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 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 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 Mortgagor 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 en masse 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 _____ per

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, stenographer'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,

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

whose names are subscribed to the foregoing instrument as such 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 tree and voluntary act of said corporation, as Trustee as aforesaid for the uses and purposes therein set forth; and the said Secretary then and there acknowledged that as custodian of the corporate seal of said corporation, did affix said seal to said instrument as Trustee as aforesaid and as the tree and voluntary act and as the tree and voluntary act of said corporation, as Trustee as aforesaid and purposes therein set forth.

DO HEREBY CERTIFY, THAT _____ a Notary Public, in and for said County, in the state aforesaid, _____ Secretary of said corporation, who are personally known to me to be the same persons _____ and _____ President of _____

STATE OF ILLINOIS

SS }

COUNTY OF _____

Secretary

President

By _____

As Trustee, aforesaid and not personally

ATTEST:

A. D. 19 _____

not personally but as Trustee as aforesaid, has caused these presents to be signed by its _____ President, and _____ Secretary, this _____ day of _____ its corporate seal to be hereunto affixed and attested by its

RIVER OAKS BANKS TRUST COMPANY

IN WITNESS WHEREOF,

(9) 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 Mortgagee 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 _____ RIVER OAKS BANK & TRUST COMPANY 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 RIVER OAKS BANK & 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 in said note contained shall be construed as creating or any liability on the part of RIVER OAKS BANK & TRUST COMPANY, either individually or as Trustee aforesaid, or its successors, personally or as co-trustees, either individually or as Trustee aforesaid, or the successors, personally or as co-trustees, 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 described herein and in said note provided or by action to enforce the personal liability of the guarantor, if any.

(8) The borrower described herein shall not be transferred to anyone desiring to assume the above mentioned indebtedness without the lender's consent. Borrowers and their prospective grantors or vendees shall first procure the written consent of the lender before any such transfer shall be consummated. In the event of a transfer without the lender's consent, the entire amount of the indebtedness shall become due and payable.

(9) The mortgagee hereby waives any and all rights of redemption from sale under the order or decree of foreclosure of this mortgage on its own behalf and on behalf of each and every person, except decree of foreclosure creditors on this mortgage, acquiring any interest in or title to subject premises subsequent to the date of this mortgage.

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This MORTGAGE is executed by RIVER OAKS BANK AND TRUST COMPANY, not personally, but as Trustee under Trust No. 2188, in the exercise of the power and authority conferred upon and vested in it as 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 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 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 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 for the payment thereof, by the enforcement of the lien created, in the manner herein and in said note provided or by action to enforce the personal liability of the guarantor, if any.

DATE: October 14, 1986

RIVER OAKS BANK AND TRUST COMPANY

as Trustee, and not personally

Judith C. Selbach
ASS'T Trust Officer

ATTEST

Andrew C. McFarlane
ASS'T Vice President

CORPORATE SEAL

STATE OF ILLINOIS
COUNTY OF COOK

I, the undersigned, a Notary Public in and for said County, in the State of ~~Illinois~~ ^{Illinois} DO HEREBY CERTIFY, that the above named ASSISTANT Vice President ~~XXXXXX~~ and Trust 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 thereunto affixed as 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 day of October, A.D., 1986.

Joanne h. Runema
3-21-89 Notary Public

Parcel 1:

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

Parcel 2:

The West 25 feet of Lot 1 in Mueller's Subdivision of a tract of land bounded as follows: Beginning at a point in the South line of the Old Thornton Road (now called Main Street in the Village of Homewood) which point is 330.77 feet East of the West line and 1482.81 feet North of the South line of the Southeast 1/4 of Section 31, Township 36 North, Range 14 East of the Third Principal Meridian, thence running East along the South line of said road, a distance of 182.4 feet; thence running South parallel to the West line of said road, a distance of 362.12 feet; thence running East for a distance of 813.00 feet to a point in the East line of the West 1/2 of the Southeast 1/4 which point is 117.38 feet North of the Southeast corner thereof; thence running South along said East line for a distance of 660 feet; thence running West along a line which is parallel to the South line of Section 31 aforesaid, for a distance of 996.4 feet; thence North 1025.43 feet to the place of beginning, in Cook County, Illinois.

- PROPERTY #29-21-408-013 (PARCEL 1) = 2-1
- #29-31-408-014 (PARCEL 1) = 2-2
- #29-31-408-015 (PARCEL 1) = 2-3
- #29-31-408-016 (PARCEL 2)

PROPERTY ADDRESS: 1933 RIDGE ROAD
HOMEMOOD, IL. 60430

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