

AND IN THE EVENT that any holder of this mortgage shall have the right to foreclose this mortgage... the court in which such bill 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 said premises or whether the same shall then be occupied by the owner of the equity of redemption, as 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 collected may be applied toward the payment of the indebtedness, costs, taxes, insurance, and other items 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 said premises in good repair, pay such current or back taxes and assessments 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 Mortgagee 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 hereinabove described, and employ other persons and expend out of 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 sum shall be allowed for the collector's fees, and stenographers' fees of the complainant in such proceedings, and also for all outlays for the printer, stationer, 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 rents and expenses, and the reasonable fees and charges of the attorneys or solicitors of the Mortgagee, on behalf of the parties to the services in such suit or proceedings, shall be a further lien and charge upon the said premises under this mortgage, and all such expenses shall become a part of the 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, sales, and conveyance, including attorneys', solicitors', and stenographers' fees, outlays for documentary evidence and cost of said abstract and examination 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 money remaining unpaid. The overplus of the proceeds of sale, if any, shall then be paid to the Mortgagee.

If Mortgagor shall pay said note at the time and in the manner aforesaid and shall abide by, comply with, and fully 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 Mortgagor hereby waives the benefits of all statutes or laws which require the earlier execution or delivery of such release or satisfaction by Mortgagee.

IT IS EXPRESSLY AGREED that an 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 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 respective 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.

EXHIBITS PLACED ATTACHED HERETO AND MARKED AS FOLLOWS

HERITAGE STANDARD BANK & TRUST COMPANY AS TRUSTEE UNDER TRUST AGREEMENT DATED 10-20-86 AND KNOWN AS TRUST NUMBER 10705

By: [Signature] [SEAL] Assistant Secretary

STATE OF ILLINOIS COUNTY OF Cook

I, Karen Ryan, a notary public, in and for the county and State aforesaid, do hereby certify that Thomas Clifford, Trust Operations Officer and Pamela L. Bergman, Asst. Secretary, personally known to me to be the same person whose names are 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 seal this 24th day of October, A. D. 19 86 KAREN RYAN Notary Public, State of Illinois My Commission Expires 3/4/89

IXOC NO Filed for Record in the Recorder's Office of County, Illinois, on the day of A.D. 19 at and duly recorded in Book of Page

PREPARED BY: PAT BABCOCK MANUFACTURERS HANOVER MORTGAGE CORPORATION 15601 S. CICERO OAK FOREST, IL 60452

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UNOFFICIAL COPY

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THIS NOTE is executed by Heritage Standard Bank and Trust Company, not individually, but as Trustee under its Trust Number 10705, in the exercise of the power and authority conferred upon and vested in it as such Trustee (and said Heritage Standard 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 Note contained shall be construed as creating any liability on Heritage Standard Bank and Trust Company, individually, to pay the said principal note or any indebtedness accruing hereunder, or to perform any covenants, either express or implied, herein contained, all such liability, if any being expressly waived by the holder hereof, its successors and assigns, and by every person now or hereafter claiming any right or security hereunder, and that so far as Heritage Standard Bank and Trust Company, individually, its successors and assigns, are concerned, the legal holder or holders of said principal note and any person to whom any indebtedness may be due 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 principal note provided; provided, however, this waiver shall in no way affect the personal liability of any co-makers, co-signers or

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DEPT-01 RECORDING
THRU FROM 0229 11/19/86 14:51:00
#7831 # 12 N-123-110325
COOK COUNTY RECORDER

14⁰⁰ MAIL