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DEPT-01 RECORDING

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COOK COUNTY RECORDER

#### MORTGAGE

TRIS INDENTURE, made	November 3 , 1965	1980, between and known as Tro	First Ban	k of Oak Park
				'Mortgagors'), and

BANK OF CHICAGO, a banking corporation organized under the laws of the State of Illinois, doing business in Chicago, Illinois, Lender, (herein referred to as "Mortgagee"),

#### WITNESSETR

NOW, THEREFORE, the Mortgagory to secure the payment of said Note in accordance with its terms and the terms, provisions and limitations of this Mortgage, and all extensions and renewals thereof, and for the further purpose of securing the payment of any and all obligations, indubtedness and limbilities of any and every kind now or hereafter cwing and to become due from the Mortgagors or any of them to the Mortgagee or to the holder of said Note or to the Assignee of the Mortgage during the term of this mortgage, howsoever created, incurred, evidenced, acquired or arising, whether under the Note or this mortgage or under any other instrument, obligation, conflact or agreement of any and every kind now or hereafter existing or entered into between the Mortgagors or any of them and the Mortgagoe or otherwise and whether direct, leaffeet, primary, secondary, fixed or contingent, together with interest and charges as provided in said Note and in any other agreements made by and between the parties herein; and including all present and future indebtedness incurred or arising by reason of the guarantee to Morigagee by Morigagors or any of them of present or future indebtedness or collections of third parties to Mortgagee, and of present and future indebtedness originally owing by Mortgagors or any of them to third parties and assigned by said third parties to fortgagee, and any and all renewals or extensions of any of the foregoing, and the performance of the covenants and agreements berein contained, by the Mortgagora to be performed, and also in consideration of One Dollar in hand paid, the receipt whereof is hereby acknowledged, do by these presents mortgage and warrant to the Mortgagee, its successors and ass gus, the following: and State of described Real Estate in the County of \_\_\_\_ illinois, to wit:

Lota 1, 2, 3 and 4 in Darlin; to Subdivision of Lota 71 and 72 in Shoridan Drive Subdivision of the North 3/4 of the East 1/2 of the North West 1/4 of Section 17, Township 40 North, Runge 14 East of the Third Frincipal Meridian Together with that part of the West 1/2 of the North West 1/4 of said section which lies North of the South 800 feet Thereof and East of the Greenbay Road in Gook County, Jilinois.

P. L.R. 14-17-105-001-000

Commonly known not 2739-55 N. (Signolly, Chlongo, H.,

D-G-O for

the "prompon"

which, with the property hereinafter described, is referred to herein as the "prompas"

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such times as Mortgagors may be entitled thereto (which are pledged primarily and on a parity with said real estate and not secondarily), and all apparatus, equipment or articles now or hareafter therein or thereon used to supply heat, gas, air conditioning, water, light, power, refrigeration (whether single units or centrally controlled), and ventilation, including (without restricting the foregoing), screens, window shades, storm doors and windows, floor coverings, awnings, stoves and water heaters. All of the foregoing are declared to be a part of said real estate whether physically attached thereto or not, and it is agreed that all similar appuratus, equipment or stricles hereafter placed on the premises by the Mortgagors or their successors, shall be considered as constituting part of the real estate.

TO HAVE AND TO HOLD the premises unto the Mortgagee, its successors and assigns, forever, for the purposes herein set forth, free from all rights and benefits under and by virtue of the Homestead Exemption Laws of the State of Illinois, which said rights and banefits the Mortgagors do hereby expressly release and waive.

This Mortgage consists of 6 pages. The covenants, conditions and provisions listed below among other things, require Mortgagors to keep the premises in repair, insured and free of liens and to pay and discharge prior liens and taxes, provide that if not paid by Mortgagors, the losts of such repairs, insurance, prior liens and taxes paid by Mortgagos constitute additional indebtedness secured hereby, provide for tax and insurance deposits, for acceleration of maturity of the Note and foreclosure hereof in case of default and for the allowance of 'to'tgagos's attorneys' fees and expenses of foreclosure, and are incorporated herein by reference, are a part hereof, and shall be binding on the Mortgagors and those claiming through them.

In the event Mortgagora sell or convey the premises, or if the title thereto or any interest legal or equitable therein shall become vested in any manner whatsoever in any other persons or persons other than Mortgagors, or if Mortgagors is a trust in persons other than Mortgagors's beneficiaries, Mortgagee shall have the option of declaring immediately due and payable all urus'd balances on the Note and enforcing the provision of this mortgage with respect thereto unless prior to such sale or conveyance Mortgagee shall have consented thereto in writing one the prospective purchasers or grantees shall have executed a written agreement in form satisfactory to the Mortgagee assuming and agreeing to be bound by the terms and conditions of said Note and this Mortgage.

#### COVENANTS, CONDITIONS AND PROVISIONS:

Mortgagors covenant and agree ( ) To pay said indebtedness and the interest thereon as heruin and in said Note or other exidence thereof provided, or according to any agraement extending the time of payment thereof; (2) To pay when due and before any penalty attaches thereto all taxes, special taxes, special assessments, water charges, and sewer service charges against the premises (including those heretofore due), and to furnish Mortgague, upon request, duplicate receipts therefor, and all such items extended against said premises shall be conclusively deemed valid for the purpose of this requirement; (3) To keep the improvements now or hereafter upon said premises insured against damage by fire, and such other hazards as the Mortgogee may require to be insured against; and to provide liability insurance and such other thetrance as the Mortgagee may require, until said indebtedness is fully paid, or in cree of foreclosure, until expiration of the pariod of redemption, for the full insurable value thereof, in such companies, and in such form as shall be satisfactory to the kortgages; such insurance policies shall remain with the Morrgagee during said period or periods, and contain the usual clause satisfactory to the Mortgagee making them payable to the Mortgagee; and in case of foreclosure sale payable to the owner of the certificate of auto, owner of any deficiency, any receiver or redemptioner, or any grantee in a deed; and in case of loss under such policies, the Mortgagee is suthorized to adjust, collect and compremise, in its discretion, all claims thereunder and to execute and deliver on behalf of the Mortgagors all necessary proofs of loss, receipts, vouchers, releases and acquittances required to be signed by the insurance companies, and the Mortgagors agree to sign, upon demand, all receipts, vouchurs and releases required of them to be signed by the Mortgagee for such purpose; and the Mortgages is authorized to apply the proceeds of any insurance claim to the restoration of the premises or upon the indebtedness hereby secured in its discretion, but monthly payments shall continue until said indebtedness is paid in full; (4) Immediately after destruction or damage, to commence and promptly complete the rebuilding or restoration of buildings and improvements now or hereafter on said premises, unless Mortgagee elects to apply on the indebtedness secured hereby the proceeds of any insurance covering such destruction or damage; (5) To keep said premises in good condition and repair, without wasts, and free from any mechanics or other lien or claim of lien not expressly subordinated in writing to the lien hereof; (6) Not to make, suffer or permit any unlawful use of or any nuisance to exist on said premises not to diminish nor impair its value by any act or omission to act; (7) To comply with all requirements of law with respect both the premises and the use thereof; (8) Not to make, suffer or permit, without the written permission of the Mortgages being first had and obtained, (a) any use of the premises for any purpose other than that for which it is now used, (b) any alterations of the improvements, apparatus, appartenances, fixtures or equipment now or hereafter upon مل

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said premises, (c) any 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 hulldings or improvements on said premises; (9) To pay the premiums on Nortgage Guaranty Insurance covering this mortgage when required by Mortgagee pursuant to its written commitment; and (10) To pay when due any indebtedness which may be secured by a lies or charge upon the premises, superior to the lies hereof, and upon receipt, exhibit satisfactory evidence of the discharge of such prior lien to Mortgagee.

2. In addition to any monthly payments of principal and interest payable under the terms of the Note and the discretion of Mortgagoe, the Mortgagors agree to pay to the holder of the Note, when requested by the holder of the Note, such sums as may be specified for the purpose of establishing a reserve for the payment of premiums on policies of fire insurance and such other hazards as shall be required horeunder covering the mortgaged property, and for the payment of taxes and special assessments accruing on the property (all as estimated by the holder of the Note); such sums to be held by the holder of the Note without any allowance for interest, for the payment of such premiums, taxes and special assessments provided that such request whether or not complied with shall not be construed to affect the obligations of the mortgagors to pay such premiums, taxes and specie, assessments, and to keep the mortgaged premises insured against loss or damage by fire alightning. If, however, payments made hereunder for taxes, special damage by fire of lightning. If, however, payments made hereunder for taxes, special assessments and insurance premiums shall not be sufficient to pay the amounts necessary as they become due, then the Mortgagors shall pay the necessary amount to make up the deficiency. If amounts collected for the purpose aforesaid exceed the amount necessary to make such payment, such excess shall be credited on subsequent payments for these purposes to be made by Mortgagova.

3. Mortgagors agree that Mortgagoe may employ counsel for advice or other legal service at the Mortgagoe's discretion in connection with any dispute as to the debt hereby secured or the lies of this Instrument, or any litigation to which the Hortgages may be made a party on account of this lies or which may affect the title to the property securing the indebtedness hereby secured or which may affect said debt or lies and any reasonable attorney's fees so incurred shall be added to and be a part of the debt hereby secured. Any costs and expenses longonably incurred in the foreclosure of this mortgage and sale of the property securing the same and in connection with any other dispute or litigation affecting said debt or lien, including reasonably estimated amounts to conclude the transaction, shall be added to and the part of the debt hereby secured. All such amounts shall be payable by the Mortgagors to the Mortgagoe on demand, and if not paid shall be included in any decree or judgment as a part of said mortgage debt and shall

include interest at the After Maturity Rate.
4. In case of default therein, Mortgages may, but need not, make any payment or purform any set herein required of Mortgagors in way form and manner deemed expedient, and may, but need not, make full or partial payments of principal or interest on prior encumbrances, if any, and purchase, discharge, compromise or settle any tax lien or other prior lien or title or claim thereof, or redeem from my tax sale or forfeiture affecting said premises or contest say tax or assessment. All moreys paid for any of the purposes herein authorized and all expenses paid or incurred in connection therewith, including fues, and any other moneys advanced by Mortgages in its discretion to protect the premises and the lien hereof, shall be so much additional indubtedness secured hereby and shall become immediately due and payable without notice and with interest thereon at the After Maturity Rate. Inaction of Mortgages shall never be considered as a waiver of any right accruing to it on account of any default berounder on the part of the Hortgagors.

5. Mortgagee making any payment hereby authorized relating to taxes or assussments, say do so according to any bill, statement or estimate procured from the appropriate public office without inquiry fato the accuracy of such bill, statement or sstimate or into the validity of any tax, assessment, sale, forfeiture, tax lies or tirle or claim thereof.

At the option of the Mortgagee and Without demand upon or notice to Mortgagors, 6. all unpoid indobtodness secured by this Mortgage whall, notwithstanding anything in the Note or in this Mortgage to the contrary, become due and payable when default shall occur and continue for three days in the performance of any other agreement of the Mortgagors herein contained.

7. In the event that Mortgagors or either of them (a) consent to the appointment of a receiver, trustee, or liquidator of all or a substantial part of Mortgagora (b) be adjudicated a bankrupt or insolvent, or file a voluntary patition in bankruptcy, or admit in writing their inability to pay dobts as they become dun, or (c) make a general assignment for the benefit of creditors, or (d) file a potition or answer sucking reorganization or arrangement with craditors, or to take advantage of any insolvency law, or (a) file an answer admitting the material allegations of a patition filed against Hortgagors in any bankruptcy, reorganization, or insolvency proceeding, or (f) take any action for the purpose of effecting any of the foregoing, or (g) any order, judgment or decree shall be entered upon an application of a creditor of the Hortgagors by a court of computent jurisdiction approving a polition socking appointment of a receiver or trustee of all or a substantial part of the Mortgagors" assots and such order, judgment or decree

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shall continue unstayed and in effect for any period of 30 consecutive days, the holder of the Note may declare the Note forthwith due and payable, whereupon the principal and interest accrued on the Note and all other sums hereby secured, shall become forthwith due and payable as if all of the said sums of money were originally stipulated to be paid on such date; and thereupon the Mortgagee without notice or demand, may prosecute a suit at law and/or in equity as if all money secured hereby had matured prior to its institution. Purthermore, if foreclosure proceedings should be instituted against the premises upon any other lies or claim, the Morgagee may at its option immediately upon institution of such suit or during the pendency thereof declare this Mortgage and the indebtedness secured hereby due and payable forthwith and may at its option proceed to foreclosure this Mortgage.

8. When the indebtedness hereby secured shall become due whether by demand, acceleration or otherwise, Mortgagee shall have the right to foreclose the lien hereof, in any suit to foreclose the lien hereof, there shall be allowed and included as additional indebtedness in the decree for sale all expenditures and expenses which may be paid or incurred by or on behalf of Mortgagee for attorneys' fees, appraisers' fees, outlays for documentary and expert evidence, stenographers' charges, publication costs and costs (which may be exclusted as to items to be expended after entry of the decree) of procuring all such abstracts of title, title searches and examinations, guarantee policies, Torrens certificates and aimilar data and assurances with respect to title as Mortgagee may deem to be reasonably necessary either to prosecute such suit or to evidence to bidders at any sale which may be had pursuant to such decree the true condition of the title or the value of the premises. All conditures and expenses of the nature in this paragraph mentioned shall become so much additional indebtedness secured hereby and immediately due and hortgagee in connection with (a) any proceeding, including probate and bankruptcy proceedings, to which Mortgages whall be a party, either as plaintiff, claimant or defendant, by reason of this mortgage or any indebtedness hereby secured: or (b) preparations for the defense of any threatened suit or proceeding which might affect the premises or the sacurity hereof whether or not actually commenced; or (c) preparations for the commencement of any suit for the foreclosure hereof after accrual of such right to foreclose whether or not actually commenced.

9. The proceeds of any foreclosure sale of the premises shall be distributed and applied in the following order of priority: First, on account of all costs and expenses incident to the foreclosure proceedings, including all such items as are mentioned in the preceding paragraph hereof; second, all other items which under the terms hereof constitute secured indebtedness additional to that evidenced by the Note with interest thereon as herein provided; third, all principal and interest remaining unpaid on the Note; fourth, any surplus to Mortgagors, their heirs, legal representatives or assigns, as

their rights may appear.

Court in which such suit is filed may appoint a receiver of said premises. Such appointment may be made either before or after sale, without notice, without regard to the solvency or insolvency of Mortgagors at the time of application for such receiver and without regard to the then value of the premises or whicher the same shall be then occupied as a homestead or not, and the Mortgagee may be appointed as such receiver. Such receiver shall have power to collect the rents, issues and profits of said premises during the pendency of such foreclosure suit and, in case of a sale and a deficiency, during the full statutory period of redemption, whether there be redemption or nor as well as during any further times when Mortgagors, except for the intervention of such receiver, would be antitled to collect such rents, issues and profits, and all other process which may be necessary or are usual in such cases for the protection (including insurance and repairs), possession, control, management and operation of the premises during the whole of said pariod. The Court from time to time may suthorize the receiver to apply the act income in his hands in payment in whole or in part of: (1) the indebtedness secured hereby, or evidenced by any decree foreclosing this Mortgage, or any tax, special assessment or other lien which may be or become superior to the lien hereof or of such decree, provided such application is made prior to foreclosure sale; (2) the deficiency in case of a sale and deficiency.

Whatsoever claim or take any benefit or advantage of, any stay or extension or moratorium law, any exemption from execution or sale of the premises or any part thereof, wherever enacted, now or at any time hareafter enforced, which may affect the terms and covenants or the performance of this Hortgage, not claim, take, or insist upon any benefit or advantage of any law now or hereafter in force providing for the valuation or appraisal of the premises, or any part thereof, prior to any sale or sales thereof which may be made pursuant to any provision herein, or pursuant to the decree, judgment, or order of any court of competent jurisdiction; and the Hortgagors hereby expressly waive all benefit or advantage of any such law or laws, and covenant not to hinder, delay, or impede the execution of any power herein granted or delegated to the Hortgages, but to suffer and permit the execution of every power as though no such law or laws had been made or enacted. The Hortgagors, for itself or themselves and all who may claim under it or them,

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waive, to the extent that it may lawfully do so, all right to have the mortgaged property marshaled upon any foreclosure hereof.

12, No action for the enforcement of the lien or of any provision hereof shall be subject to any defense which would not be good and available to the party interposing same in an action at law upon the Note.

13. In case the premises, or any part thereof, shall be taken by condemnation, the Mortgagee is hereby empowered to collect and receive all compensation which may be paid for any property taken or for damages to any property not taken and all comdemnation compensation so received shall be forthwith applied by the Mortgagee as it may elect, to the immediate reduction of the indebtedness secured hereby, or to the repair and restoration of any property so damaged, provided that any excess over the amount of the

indebtedness shall be delivered to the Mortgagors or their assignce.

14. All avails, rents, issues and profits of the premises are pledged, assigned and transferred to 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 premises, or any part thereof, whether said lease or agreement is written or verbal, and it is the intention hereof (a) to cledge said rents, issues and profits on a parity with said real estate and not secondar! Ty 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 errer foreclosure sale, to enter upon and take 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 profit, regardless of when carned, and use such measures whether legal or equitable as it may do me proper to enforce collection thereof, employ renting agents or other employees, alter or recair said premises, buy furnishings and equipment therefor when it deems necessary, purchase adequate fire and extended coverage and other forms of insurance as may be deemed advisable, 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 lieu is horoby created on the premises and on the income therefrom which lieu is prior to be lieu 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 fory kind, including attorney's 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 iforesaid purposes, first on the interest and then on the principal of the indebredness washy 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 it of the indebtedness secured hereby is paid, and the Mortgagee, in its sole discretion feels that there is no substantial uncorrected default in performance of the Mortgagora agreements herein, the Mortgagee, on satisfactory evidence thereof, shall relinquish exasession and pay to Mortgagors any surplus income in its hands. The possession of Mortgagee may continue until all Indebtedness secured hereby is paid in full or until the dilivery of a Deed pursuant to a decree foreclosing the Hen hereof, but If no deed be issued then until the expiration of the statutory period during which it may be issued. Moregogie shall, however, have the discretionary power at anytime to refuse to take or to abandor possession of said premises without affecting the lien hereof. Mortgagee shall have all powers, if any, which it might have had without this paragraph.

15. In the event new buildings and improvements are now being or are to be crected or placed on the premises (that is, if this is a construction low, mortgage) and if Mortgagors do not complete the construction of said buildings and improvements accordance with the plans and specifications approved by Mortgages, or or before thirty days prior to the due date of the first payment of principal, or if work on said construction should cease before completion and the said work should remain abandoned for a partod of thirty days, then and in either event, the entire principal sum of the Note ( secured by this Mortgage and Interest thereon shall at once become due and psymble, at the option of Morigagee, and in the event of abandonment of work upon the construction of the said buildings of improvements for the period of thirty days as aforesaid, Mortgagee may, at its option, also enter into and upon the mortgaged premises and complete the construction of the said buildings and improvements and monnys expended by Mortgagee in connection with such completion of construction shall be added to the principal amount of and Note and secured by these presents, and shall be psymble by Mortgagors on demand, with interest at the After Maturity Rate. In the event Mortgagee shall elect to complete construction, Mortgagee shall have tall and complete authority to employ watchmen to protect the improvements from depredation or injury and to preserve and protect the personal property therein, to continue may and all outstanding contracts for the eraction and completion of said building or buildings, to make and enter into any contracts and obligations wherever necessary, either in its own name or in the name of Morigagors, and to pay and discharge all debts, obligations and liabilities incurred thereby.

16. A reconveyance of anti premines shall be made by the Mortgagee to the Mortgagors on tall payment of the Indobteduess aforesaid, the performance of the covenants and

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agreements herein made by the Mortgagors, and the payment of the reasonable fees of said

Mortgagee.

17. This Mortgage and all provisions hereof, shall extend to and be binding upon Mortgagors and all persons claiming under or through Mortgagors, and the word "Mortgagors" when used herein shall include all such persons and all persons liable for the payment of the indebtedness or any part theref, whether or not such persons shall have executed the Note or this Mortgage; and

18. In the event this instrument is executed by only one person or entity all terms as used herein shall be understood and applied as if in their singular forms.

This Mortgage is executed by PIRST BARK OF CAN PARK.

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 Trustee, 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 principal or interest notes contained shall be constitued as creating any liability on the said Trustee personally to pay the said principal actes or any interest that may accrue thereon, or any indebtedness accruing hereundar, or to perform any covenant either express or implied herein contained, all such liability, if any, being expressly waived by Second Party and by every person now or hereafter claiming any right or security hereunder, and that so far as First Party and its successor and said trustee personally are concerned, the legal holder or holders of said principal and interest notes and the owner or owners of any indebtedness accruing hareunder shall look solely to the premises hereby conveyed for the payment thereof, by the enforcement of the limb hereby created, in the manner herein and in said principal note, provided.

IN WITNESS	WHEREOF		TIRST	BANK OF OAK	PARK			not
personally	бик нв	Trustee a	a aforesaid,	has caused	these pr	esents to	be signed by	its
Vice-Pre	8 . 6 T	ust Offi	cer ma it	g corporate	seal to	be hereu	nto affixed	and
ntrested b	y its	Apriate	nt Sec. ec.	ry the	day and	year filmst	above written	•

(SEAL)

Pitle: Vice-Pres. & Trust Officer

ATTEST

Title: Assis out Secretary

STATE OF ILLINOIS)

1. Judith Ellen Lewis a Notary Public, in and for and residing in said County, if the State aforesaid, Do Hereby COUNTY OF Certify, that John N. Carbery, and Prank I Pruchs III of said Trustee, who are personally known to me to be the said persons whose names are subscribed to the foregoing instrument as such Vice-Pras & Trust Officer 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 Trustee, for the uses and purposes therein set forth; and the said Assistant Secretary then and core acknowledged that he, as custodian of the corporate seal of said Trustee, did aft'x the corporate seal of said Trustee said

GIVEN under my hand and Nocartal Seal than 17th day of November A.D. 1986.

My comm. exp. 8/13/90

Hail to:

BANK OF CHICAGO 1050 W. WILSON AVE. CHICAGO, IL 60640 FOR RECORDERS INDEX PURPOSES INSERT STREET ADDRESS OF ABOVE DESCRIBED PROPERTY HERE: 4749-55 W. Magnolia Chicago, IL 60640

Ravisad 11/8

THIS DOCUMENT PREPARED BY: Lorna Betances Bank of Chicago, 1050 Wilson Avenue Chicago, 111inois 60640