

MORTGAGE

THIS INDENTURE, made this 14th day of November, 1986, between HERITAGE STANDARD BANK a n ILLINOIS CORPORATION not personally but as Trustee under the provisions of a Deed or Deeds in Trust duly recorded and delivered to said BANK in pursuance of a Trust Agreement dated August 16, 1983 and known as Trust Number 8601, herein referred to as "Mortgagor", and CONCORDIA FEDERAL BANK FOR SAVINGS

a corporation organized and existing under the laws of the United States of America, herein referred to as "Mortgagee" WITNESSETH THAT:

WHEREAS, the Mortgagor is justly indebted to the Mortgagee in the principal sum of FIVE HUNDRED FOUR THOUSAND AND NO/100ths--- Dollars, evidenced by the one certain Mortgage Note of the Mortgagor of even date herewith, made payable to Mortgagee and delivered, in and by which said Mortgage Note the Mortgagor promises to pay the said principal sum on or before November 1, 1988,

with interest thereon from December 1, 1986 until maturity at the rate of 13% over the local published rate from time to time effect at Continental-Illinois National Bank & Trust Company with a minimum rate of 10.50% per annum, payable monthly on the first day of each month in each year, all of said principal and interest being made payable at such banking house or trust company in Cook County, Illinois as the Mortgagee may, from time to time, in writing appoint, and in the absence of such appointment, then at the office of CONCORDIA FEDERAL BANK FOR SAVINGS in Lansing, Illinois;

NOW, THEREFORE, the Mortgagor, to secure payment of the principal sum of money, interest thereon and all other sums due under the terms of said Note, in accordance with its tenor and effect, and the performance of the covenants and agreements herein contained by the Mortgagor to be performed, and also in consideration of the sum of One Dollar in hand paid, the receipt whereof is hereby acknowledged, does by these presents convey and mortgage unto the Mortgagee, its successors and assigns, the following described real estate and all of its right, title and interest therein situate, lying and being in the City of Palos Heights, County of Cook and State of Illinois, to-wit:

COOK COUNTY ILLINOIS  
1986 DEC -5 AM 11:47

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24-29-100-014-0000 + 24-29-100-015-0000  
12230-40 ARBOR TERRACE, PALOS HEIGHTS, IL

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

TOGETHER with all improvements, tenements, easements, fixtures, and appurtenances thereto belonging, and all rents, issues and profits thereof for so long and during all such times as Mortgagor, its successors or assigns, 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 hereafter 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, inador beds, 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 apparatus, equipment or articles hereafter placed in the premises by Mortgagor or its successors or assigns shall be considered as constituting part of the real estate.

"THIS INSTRUMENT WAS PREPARED BY"

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5. 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

proceeding which might affect the premises or the security hereof, whether or not actually commenced; foreclosure whether or not actually commenced; or (c) preparations for the defense of any threatened suit or preparations for the commencement of any suit for the foreclosure hereof after accrual of such right to plaintiff, claimant or defendant, by reason of this Mortgage or any indebtedness hereby secured; or (b) any proceeding, including probate and bankruptcy proceedings to which it shall be a party, either as otherwise the premarital rate set forth therein, when paid or incurred by Mortgage in connection with thereon at a rate equivalent to the post maturity rate set forth in the note secured by this Mortgage, if any, become so much additional indebtedness secured hereby and immediately due and payable with interest or the value of the premises. All expenditures and expenses of the nature in this paragraph mentioned shall be paid by the mortgagor or its successors or assigns, and such default shall continue for three days, said

4. When the indebtedness hereby secured shall become due whether by 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, appraiser's fees, outlays for documentary and expert evidence, stenographers' charges, publication costs and costs (which may be estimated as to items to be expended after entry of the decree) of procuring all such abstracts of title, title searches and examinations, title policies, Torrens certificates, and similar 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 to the premises. All expenditures and expenses of the nature in this paragraph mentioned shall be paid by the mortgagor or its successors or assigns, and such default shall continue for three days, said

3. At the option of Mortgagee, and without notice to mortgagor, its successors or assigns, all unpaid indebtedness secured by this Mortgage shall, notwithstanding anything in the note or in this Mortgage to the contrary, become due and payable (a) immediately in the case of default in making payment of interest on the note, or (b) in the event of the failure of Mortgagee, or its successors or assigns, to do any of the things specifically set forth in paragraph one hereof, and such default shall continue for three days, said option to be exercised at any time after the expiration of said three day period.

2. The Mortgagee in making any payment hereby authorized relating to taxes or assessments, may do so according to any bill, statement or estimate procured from the appropriate public office without inquiry into the accuracy of such bill, statement or estimate or estimate or into the validity of any tax, assessment, sale, forfeiture, tax lien or title or claim thereof.

1. Until the indebtedness aforesaid shall be fully paid, and in case of the failure of Mortgagee, its successors or assigns, to: (a) promptly repair, restore or rebuild any buildings or improvements now or hereafter on the premises which may become damaged or destroyed; (b) keep said premises in good condition and repair, without waste, and free from mechanics' or other liens or claims for lien not expressly subordinated to the lien hereof; (c) pay when due any indebtedness which may be secured by a lien or charge on the premises superior to the lien hereof, and upon request exhibit satisfactory evidence of the discharge of such prior lien to Mortgagee; (d) complete within a reasonable time any improvement or improvements now or at any time in process of erection upon said premises; (e) comply with all requirements of law or municipal ordinances with respect to the premises and the use thereof; (f) refrain from making material alterations in said premises except as required by law or municipal ordinance; (g) pay before any penalty attaches all general taxes, and pay special taxes, special assessments, water charges, sewer service charges, and other charges against the premises when due, and upon written request, to furnish to Mortgagee duplicate receipts therefor; (h) pay in full under protest, in the manner provided by statute, any tax or assessment, which Mortgagee may desire to contest; (i) keep all buildings and improvements now or hereafter situated on said premises insured against loss or damage by fire, lightning or wind-storm (and flood damage, where the lender is required by law to have his loan so insured) 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, all in companies satisfactory to Mortgagee, under insurance policies payable, in case of loss or damage, to Mortgagee, such rights to be evidenced by the standard mortgage clause to be attached to each policy; and to deliver all policies, including additional and renewal policies, to Mortgagee, and in case of insurance about to expire, to deliver same all policies not less than ten days prior to the respective dates of expiration; then Mortgagee may, but need not, make any payment or perform any act heretofore set forth in any 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 receive from any tax sale or foreclosure affecting said premises or contest any tax or assessment. All moneys paid for any of the purposes herein authorized and all expenses paid or incurred in connection therewith, including attorneys' fees, and any other moneys advanced by Mortgagee to protect the mortgaged premises and the lien hereof shall be so much additional indebtedness secured hereby and shall become immediately due and payable without notice and with interest thereon at a rate equivalent to the post maturity rate set forth in the note secured by this mortgage, if any, otherwise the premarital rate set forth therein. Inaction of Mortgagee shall never be considered as a waiver of any right accruing to it on account of any of the provisions of this paragraph.

IT IS FURTHER UNDERSTOOD AND AGREED THAT:

TO HAVE AND TO HOLD the premises unto the said Mortgagee, its successors and assigns, forever.

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Interest thereon as herein provided; third, all principal and interest remaining unpaid on the note; fourth, any overplus to Mortgagor, its legal representatives or assigns, as their rights may appear.

6. Upon, or at any time after the filing of a bill to foreclose this Mortgage, the court in which such bill 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 at the time of application for such receiver, of the person or persons, if any, liable for the payment of the indebtedness secured hereby, and without regard to the then value of the premises or whether 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 not, as well as during any further times when Mortgagor, its successors or assigns, except for the intervention of such receiver, would be entitled to collect such rents, issues and profits, and all other powers which may be necessary or are usual in such cases for the protection, possession, control, management and operation of the premises during the whole of said period. The court from time to time may authorize the receiver to apply the net income in his hands in payment in whole or in part of: (a) The indebtedness secured hereby, or 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, (b) the deficiency in case of a sale and deficiency.

7. Mortgagee shall have the right to inspect the premises at all reasonable times and access thereto shall be permitted for that purpose.

8. Provided that no uncured event of default exists under the terms hereof or of the Note, Mortgagee will, upon demand of Mortgagor (which may be made at any time and from time to time), execute and deliver to Mortgagor partial releases releasing from the lien hereof such portion or portions of the premises as Mortgagor shall designate. Mortgagor, to be entitled to the execution and delivery of any such partial release, shall pay to Mortgagee at the time of such demand an amount equal to the required "prepayment for partial release" for each portion of the premises so designated by Mortgagor, as set forth in the Schedule of one page hereto annexed. Said amount shall be applied upon the principal balance of the indebtedness evidenced by the Note. Mortgagee may charge a reasonable sum in addition as a fee for preparing and issuing each such partial release.

9. THE MORTGAGOR HEREBY WAIVES ANY AND ALL RIGHTS OF REDEMPTION FROM SALE UNDER ANY ORDER OR DECREE OF FORECLOSURE OF THIS MORTGAGE ON BEHALF OF MORTGAGOR, THE TRUST ESTATE AND ALL PERSONS BENEFICIALLY INTERESTED THEREIN, AND EACH AND EVERY PERSON, EXCEPT DECREE OR JUDGMENT CREDITORS OF THE MORTGAGOR IN ITS REPRESENTATIVE CAPACITY AND OF THE TRUST ESTATE, ACQUIRING ANY INTEREST IN OR TITLE TO THE PREMISES MORTGAGED HEREUNDER SUBSEQUENT TO THE DATE OF THIS MORTGAGE. MORTGAGOR HEREBY REPRESENTS THAT IT HAS BEEN AND IS AUTHORIZED AND EMPOWERED BY THE TRUST INSTRUMENT AND BY ALL PERSONS HAVING A POWER OF DIRECTION OVER IT AS SUCH TRUSTEE TO EXECUTE THE FOREGOING WAIVER.

10. If any guarantor of payment of the indebtedness secured hereby (or if the indebtedness be not guaranteed, any person or persons owning in the aggregate more than 33 per cent of the beneficial interest in the trust of which Mortgagor is Trustee) shall voluntarily file a petition under the Federal Bankruptcy Act, as such Act may from time to time be amended, or under any similar or successor Federal statute relating to bankruptcy, insolvency, arrangements or reorganizations, or shall file an answer in an involuntary proceeding admitting insolvency or inability to pay debts, or shall be adjudged a bankrupt, or if his or their beneficial interest in said Trust shall become subject to attachment, garnishment, supplemental proceedings or other judicial seizure which is not discharged within 10 days, then Mortgagee may at Mortgagee's option declare all of the sums secured by this Mortgage to be immediately due and payable without prior notice to Mortgagor.

11. On the sale or transfer of all or any part of the premises subject to the lien of this Mortgage, or of more than 33 per cent of the beneficial interest in the trust of which Mortgagor is Trustee, Mortgagee may at Mortgagee's option declare all of the sums secured by this Mortgage to be immediately due and payable. This option shall not apply in case of (a) transfers by devise, descent or by operation of law upon the death of an individual beneficiary, (b) sales or transfers when the transferee's creditworthiness and management ability are satisfactory to Mortgagee and the transferee has executed prior to the sale or transfer a written assumption agreement containing such terms as Mortgagee may require, including, if required by Mortgagee, an increase in the rate of interest payable under the Note, and (c) transfers of all of the premises then encumbered by this Mortgage, or of all of the beneficial interest in said trust, to secure an indebtedness of the Mortgagor, or of the beneficiaries of said trust, to an institutional lender or to a private lender satisfactory to Mortgagee.

THIS MORTGAGE is executed by HERITAGE STANDARD BANK, 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 HERITAGE STANDARD BANK 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

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MADE BY: FEDERAL BANK FOR SAVINGS  
3328 Thorntown Road  
Lansing, Illinois 60438

My Commission Expires 8-8-88  
Notary Public

NOTARIAL SEAL  
STATE OF ILLINOIS  
My Commission Expires 8/8/88

*Sharon Johnson*  
Notary Public

Given under my hand and Notarial Seal this 18th day of November, A. D. 1986

free and voluntary act of said  
affixed to said instrument as said Assistant Secretary's own free and voluntary act and as the  
HERITAGE STANDARD BANK caused the corporate seal of said HERITAGE STANDARD BANK to be  
acknowledged that said Assistant Secretary, as custodian of the corporate seal of said  
for the uses and purposes therein set forth; and the said Assistant Secretary then and there  
own free and voluntary act and as the free and voluntary act of said HERITAGE STANDARD BANK  
before me this day in person and acknowledged that they signed and delivered the said instrument as their  
such Trust Operations Officer Vice President and Assistant Secretary, respectively, appeared  
personally known to me to be the same persons whose names are subscribed to the foregoing instrument as  
HERITAGE STANDARD BANK, Mortgagee,  
that the above named Trust Operations Officer Vice President and Assistant Secretary of the

CERTIFY, I, the undersigned, a Notary Public in and for the County and State aforesaid, DO HEREBY

STATE OF ILLINOIS )  
COUNTY OF COOK )  
SS.

HERITAGE STANDARD BANK  
Trust Operations Officer Vice President and Assistant Secretary

By *Herman [Signature]*  
Trust Operations Officer Vice President

As Trustee as aforesaid and not personally  
under Trust #8601  
HERITAGE STANDARD BANK

not personally but as Trustee as aforesaid, has caused these presents to be signed by its Vice President, and its corporate seal to be hereunto affixed and attested by its Assistant Secretary,  
the day and year first above written.

IN WITNESS WHEREOF,  
HERITAGE STANDARD BANK

solely to the premises hereby conveyed for the payment thereof, by the enforcement of the lien hereby  
personally are concerned, the Mortgagee hereunder shall look  
created, in the manner herein and in said note provided or by action to enforce the personal liability of the  
guarantor, if any.  
herunder, and that so far as the Mortgagee and its successors and said HERITAGE STANDARD BANK  
personally to pay the said note or any interest that may accrue thereon, or any indebtedness accruing  
herunder, or to perform any covenant either 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

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the East 213.00 feet of the West 875.00 feet (except the South 146.00 feet) of the following described Parcel "B"; together with the East 213.00 feet of the West 825.00 feet (except the West 718.0 feet of the North 166.00 feet of Parcel "A") and (except the North 150.00 feet of Parcel "A") of the following described Parcel "A":

Parcel "A" and "B" described as follows:

Parcel "A": The North 240.84 feet of the South 1,353.11 feet (except the West 50 feet thereof) of the following two parcels of real estate taken as a tract: Parcel 1: that part of the West half of the Northwest quarter of Section 29, Township 37 North, Range 13 East of the Third Principal Meridian, lying Southwesterly of a line described as follows: Beginning at a point in the West line of said Section 29, 1,080 feet South of the West corner of said Section 29, thence Southeasterly to the Southeast corner of the West half of the Northwest quarter of said Section 29, thence Southeasterly to the Northwest corner of the West half of the Northwest quarter of the Southwest quarter of said Section 29, lying North of the South 15 acres of the Northwest quarter of the Southwest quarter of said Section 29, in Cook County, Illinois.

Parcel "B": The North 203.06 feet of the South 1112.27 feet of the following two parcels of real estate taken as a tract: Parcel 1: That part of the West half of the Northwest quarter of Section 29, Township 37 North, Range 13 East of the Third Principal Meridian, lying Southwesterly of a line described as follows: Beginning at a point in the West line of said Section 1080 feet South of the Northwest corner of said Section, thence Southeasterly to the Southeast corner of the West half of the Northwest quarter of Section. Parcel 2: That part of aforesaid lying North of the Southwest quarter of Section 29 quarter of the Southwest quarter of said Section, all in Cook County, Illinois.

Property

County's Office

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