UNOFFICIAL COPYs 3

JUNIOR MORTGAGE

THIS INDENTURE, made December 10, 1986, between First Mational Bank of Cicero Trustee Under Trust No. 7536 dated August 28, 1981

86598858

referred to as "Mortgagors"), and LAWNDALE TRUST & SAVINGS BANK, a banking corporation organized under the laws of the State of Illinois, doing business in Chicago, Illinois, Lender, (herein referred to as "Mortgagee").
witnessem
THAT WHEREAS Mortgagors are justly indebted to Mortgagee as evidenced by a certain Secured Business Note, of even date herewith executed by Mortgagors and delivered to Mortgagee and by which Note Mortgagors promise to pay to the order of Mortgagee on Demand at its office in Chicago, Illinois the principal sum of Two Hundred Eighty Thousand and No/100
(\$280,006.00
NOW, THEREFORE, the Mortgagots 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 urther purpose of securing the payment of any and all obligations, indebtedness and liabilities of any and every kind now or hereafter owing and to become due from the Mortgagors or any of them to the Mortgage or to the holder of said Note or to the Assignee of the Mortgage during the term of this mortgage, howscever created, incurred, evidenced, acquired or arising, whether under the Note or this mortgage or under any other instrument, obligation, compract or agreement of any and every kind now or hereafter existing or entered into before the Mortgagors or any of them and the Mortgagee or otherwise and whether direct, indirect, 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 Mortgagee by Mortgagors or any of them of present or future indebtedness or obligations 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 Mortgagee, and any and all renewals or extensions of any of the forearing, and the performance of the covenants and agreements herein contained, by the Mortgagors to be performed, and also in consideration of One Dollar in hand paid, the receipt whereof is hereby atknowledged, do by these presents mortgage and warrant to the Mortgagoes, its successors and assigns, the following described Real Estate in the County of Cook and State of Illinois, to wit:
Lot 3 (except the West 305 feet of the North 250 feet thereof) in Busch's Subdivision of the West Half of the East Half of the Northwest Quarter of Section 26, Township 37 North Range 12, East of the Third Principal Meridian, in Cook County, Illinois.
Commonly known as: 12011 S. 86th Avenue, Palos Park, Illinois Perm. Index No. 25-26-105-037 D-B-C COOK COUNTY RECORDER \$15.00 COOK COUNTY RECORDER
No.
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 the second seco

such times as Mortgagors may be entitled thereto (which are pleaged primarily and on a parity with said real estate and lot secondarily) and all apparates, equipment or articles now or hereafter therein or thereon used to upply heat, as, ir 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 apparatus, equipment or articles 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

benefits 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 costs of such repairs, insurance, prior liens and taxes paid by Mortgagee 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 Mortgagee's attorneys' fees and expenses of foreclosure, and are incorporated hereis by reference, are a part hereof, and shall be binding on the Mortgagors and those claiming through them.

In the event doctgagors 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 person or persons other than Mortgagors, or if Mortgagors is a trust in persons other than Mortgagors's beneficiaries, Mortgagoe shall have the option of declaring immediately due and payable sil unpaid 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 and the prospective purchasers or grantees shall have executed a written agreement in from satisfactory to the Nortgagee assuming and agreeing to be bound by the terms and conditions of said Note and this Mortgage.

COVENANTS, CONDITIONS AND PROVISIONS:

1. Mortgagors covenant and agree to pay said indebtedness and the interest thereon as herein and in said Note or other evidence thereof provided, or according to any agreement 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 Mortgagee, upon request, duplicate receipts therefor, and all such items extended against said premises shall be conclusively deered valid for the purpose of this requirement; (3) To keep the improvements now of dereafter upon said premises insured against damage by fire, and such other hazards as the florrgagee may require to be insured against; and to provide liability insurance and such other insurance as the Mortgagee may require, until said indebtedness is fully paid, or in case of foreclosure, until expiration of the period of redemption, for the full insurable value thereof, in such companies, and in such form as shall be satisfactory to the Mortgagee; such insurance policies shall remain with the Mortgagee during said period of 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 sale, owner of any deficiency, any receiver or redemptioner, or any grantee in a deed; and in case of loss funder such policies, the Hortgagee is authorized to adjust, collect and compromise, in its discretion, all claims thereunder and to execute and deliver on behalr of the Mortgagors all necessary proofs of loss, receipts, vouchers, releases and acquittances required to be signed by the insurance companies, and the Hortgagors agree to sign, upon demand, all receipts, vouchers and releases required of them to be signed by the Mortgagee for such purpose; and the Mortgagee 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 Hortgagee selects 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 Orepair, without waste, 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 ommission to act; (7) To comply with all requirements of law with respect to the premises and the use thereof; (8) Not to make, suffer or permit, without the written permission of the Mortgagee 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, appurtenances, fixtures or equipment now or hereafter upon 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 buildings or improvements on said premises; (9) To pay the premiums on Mortgage 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 lien or charge upon the premises, superior to the lien 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 Mortgagee, 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 hereunder 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 operial assessments provided that such request whether or not complied with not be construed to affect the obligations of the mortgagors to pay such premiums, taxes and special assessments, and to keep the mortgaged premises insured against loss or damage by fire or lightning. If, however, payments made hereunder for taxes, special assessments and instrunce 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 Mortgagors.

Mortgagors agree Clat Mortgagee may employ counsel for advice or other legal at the Mortgagee's discretion in connection with any dispute as to the debt hereby service secured or the lien of this Instrument, or any litigation to which the Mortgagee may be made a party on account of the lien or which may affect the title to the property securing the indebtedness hereby secured or which may affect said debt or lien and any reasonable attorney's fees so incurred shall be added to and be a part of the debt hereby Any costs and expenses reasonably 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, icaluding reasonably estimated amounts to conclude . the transaction, shall be added to and be a part of the debt hereby secured. All such amounts shall be payable by the Mortganers to the Mortgagee on demand, and if not paid shall be included in any decree or judgment is a part of said mortgage debt and shall include interest at the rate of P+32%, floating per tent per annum.

4. In case of default therein, Mortgages may, but need not, make any payment or

perform any act herein required of Mortgagors 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 releem from any tin sale or forfeiture affecting said premises or contest any tax or assessment. All money, said 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 in its discretion to protect the premises and the lien hereof, shall be so much additional indebtedness secured hereby shall become immediately due and payable without notice and will interest thereon at the rate of P+31%, floating per cent per annum. Inaction of Mortgagee shall never be considered as a waiver of any right accruing to it on account of any refault hereunder on the part of the Hortgagors.

5. Mortgagee 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 a into the validity of any tax, assessment, sale, forfeiture, tax lien or title or claim

thereof.

6. At the option of the Mortgagee and without demand upon or notice to Mortgagors unpaid indebtedness secured by this Mortgage shall, notwithstanding anything in the Note or in this Nortgage to the contrary, become due and payable when default shall occurred and continue for three days in the performance of any other agreement of the Mortgagore. herein contained.

7. In the event that Mortgagors or either of them (a) consent to the appointment of receiver, trustee, or liquidator of all or a substantial part of Mortgagors' assets, or (b) be adjudicated a bankrupt or insolvent, or file a voluntary petition in bankruptcy, or admit in writing their inability to pay debts as they become due, or (c) make a general assignment for the benefit of creditors, or (d) file a petition or answer seeking reorganization or arrangement with creditors, or to take advantage of any insolvency law, or (e) file an answer admitting the material allegations of a petition filed against Mortgagors in any bankruptcy, reorganization, or insolvency proceeding, or (f) take any

action for the purpose of if the purpose of if the purpose of the forestine of the forestine of the Mortgagors by a court of competent jurisdiction approving a petition of a creditor of the Mortgagors by a court of all or a substantial part of the Mortgagors' assets and such order, judgment or decree 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. Furthermore, if foreclosure proceedings should be instituted against the premises upon any other lien 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.

When the indebtedness hereby secured shall become due whether by demand, 8. 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 estimated 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 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 hidders at any sale which may be had a rsuant to such decree the true condition of the title or the value of the premises. All expenditures and expenses of the nature in this paragraph mentioned shall become so much additional indebtedness secured hereby and immediately due and payable with interest thereon at the rate of P+31/2, floating per cent per annum, when paid or incurred by Mortgagee in connection with (a) any proceeding, including probate and bankruptcy proceedings, to which Mortgagee 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 security 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 heir, legal representatives or assigns, as

their rights may appear.

10. Upon, or at any time after the filing of soit to foreclose this Mortgage, the 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 whither 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 Mortgagors, except for the intervention of such laceiver, 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 (including insurance and repairs), 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 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: (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 relative the content of the premises during the sale and relative to the deficiency.

The Mortgagors will not at any time insist upon, or plead, or in any manner 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 hereafter enforced, which may affect the terms and covenants or the performance of this Mortgage, 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 Callor and covenant not to hinder, delay, or impede the execution of any power herein granted or delegated to the Mortgagee, but to suffer and court of permit the execution of every power as though no such law or laws had been made or enacted. The Mortgagors, for itself or themselves and all who may claim under it or them, 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 assignee.

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 dodge said rents, issues and profits on a parity with said real estate and not secondarily and such pledge shall not be deemed merged in any foreclosure decree, and (b) to establish en 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 after foreclosure sale, to enter upon and take possession of, manage, maintain and operate said premises, or any part thereof, make leases for terms deemed 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 profits, ogardless of when earned, and use such measures whether legal or equitable as it may deem proper to enforce collection thereof, employ renting agents or other employees, alter or repair 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 additable, 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 lien is mereby created on the premises and on the income therefrom which lien is prior to the Mer 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 every 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 argusald purposes, first on the interest and then on the principal of the indebtedness hereby 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 all 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 Mortgagors' agreements herein, the Mortgagee, on satisfactory evidence thereof, shall relinquish possession and pay to Mortgagors any surplus income in its hands. The possession of Mortgodee may continue until all indebtedness secured hereby is paid in full or until the delivery of a Beed pursuant to a decree foreclosing the lien hereof, but it no deed be issued, then until the expiration of the statutory period during which it may be issued. Nortgagee small, however, have the discretionary power at anytime to refuse to take or to abandon possession of said premises without affecting the lien hereof. Hortgagee shall have all powers, it may, which it might have had without this paragraph.

In the event new buildings and improvements are now being of are to be erected 15. or placed on the premises (that is, if this is a construction loan wortgage) and if Mortgagors do not complete the construction of said buildings and improvements in accordance with the plans and specifications approved by Mortgagee, on 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 period of thirty days, then and in either event, the entire principal sum of the Note secured by this Mortgage and interest there in shall at once become due and payable, at the option of Mortgagee, and in the event of shandenment of work upon the construction of the said buildings or 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 moneys expended by Mortgagee icc connection with such completion of construction shall be added to the principal amount of said Note and secured by these presents, and shall be payable by Mortgagors on demand, with interest at the rate of P+35%, floating per cent per annum. In the event Mortgagee

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shall elect to complete construction, lorts and shall have bell 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 any and all outstanding contracts for the erections 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 Mortzagors, and to pay and discharge all debts, obligations and liabilities incurred thereby.

16. A reconveyance of said premises shall be made by the Mortgagee to the Mortgagors on full payment of the indebtedness aforesaid, the performance of the covenants and 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 First National Bank of Cicero, 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 construed as creating any liability on the said Trustee personally to pay the said principal notes 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 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 hereunder shall look solely to the premises hereby conveyed for the payment thereof, by the enforcement of the lien hereby created, in the manner herein and in said principal note, provided.

IN WITNESS WHEREOF, First National has k of Cicero, not personally but as Trustee as aforesaid, has caused these presents to be signed by its , and its corporate seal to be hereunto affixed and Vice President the day and year first above written. attested by its Assistant Secretary Vice President (SEAL) ATTEST Title: Nancy/Tomisek, Assistant Secretary Barbara McCord a Norary Public, in and for I, STATE OF ILLINOIS) said County, in the State aforesaid, Do Bereby Certify, that , and Nancy Tomisek Glenn J. Richter COUNTY OF COOK) of said Trustee, who are personally known to me to be the same persons whose names are Vice President subscribed to the foregoing instrument as such Assistant Secretary respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as froir 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 <u>Assistant Secretary</u> then and there acknowledged that <u>s</u> he, as custodian of the corporate seal of said Trustee, did affix the corporate seal of said Trustee to said instrument as her own free and voluntary act and as the free

and voluntary act of said Trustee for the uses and purposes therein set forth.

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	STREET ADDRESS OF ABOVE DESCRIBED PROPERTY:
	12011 S. 86th Avenue
	Palos Park, Illinois
	THIS DOCUMENT PREPARED BY: I. Struska
	3333 W. 26th Street, Chicago, 11, 60623

MAIL TO:

