

# UNOFFICIAL COPY

*made* Book 404  
Loan No: 7634-0

86626332

(Corporate Trustee Form)

If all or any part of the property or interest therein is sold or transferred by deed or by articles of agreement for deed, by the borrower without lenders written consent, lender may, at lenders option, declare all the sums secured by this mortgage to be immediately due and payable.

7685589DF2

THIS INDENTURE WITNESSETH: That the undersigned  
LAKESIDE BANK

a corporation organized and existing under the laws of the State of Illinois not personally but as Trustee under the provisions of a Deed or Deeds in trust duly recorded and delivered to the undersigned in pursuance of a Trust Agreement dated November 28, 1986 and known as trust number 10-1193, hereinafter referred to as the Mortgagor, does hereby Mortgage and Waive to

### SOUTHWEST FEDERAL SAVINGS AND LOAN ASSOCIATION

a corporation organized and existing under the laws of the THE UNITED STATES OF AMERICA hereinafter referred to as the Mortgagee, the following real estate in the County of Cook in the State of Illinois, to wit:

Lot 35 and the North 3.62 feet of Lot 36 in E. and L. H. Harlands Subdivision of Lot 2 in County Clerks Division of Block 5 in the Assessors Division of the North West 1/4 and West 1/2 of the North East 1/4 of Section 32, Township 39 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois.

STREET ADDRESS 2250 S. Aberdeen - Chicago, 11 60608  
PERMANENT INDEX # 17-32-216-149-0000

11.00

Together with all buildings, improvements, fixtures or appurtenances now or hereafter erected thereon or placed thereon, including all apparatus, equipment, fixtures, or articles, whether in single units or centrally controlled, used to supply heat, gas, air conditioning, water, light, power, refrigeration, ventilation or other services, and any other thing now or hereafter thereon or thereon, the furnishing of which by lessors to lessees is customary or appropriate, including screens, window shades, storm doors and windows, floor coverings, green doors, in a door, beds, awnings, stoves and water heaters (all of which are intended to be and are hereby declared to be a part of said real estate whether physically attached thereto or not), and also together with all easements and the rents, issues and profits of said premises which are hereby pledged, assigned, transferred and put over unto the Mortgagee, whether now due or hereafter to become due as provided herein. The Mortgagee is hereby subrogated to the rights of all mortgages, lienholders and owners and off by the proceeds of the loan hereby secured.

**TO HAVE AND TO HOLD** the said property with said buildings, improvements, fixtures, appurtenances, apparatus and equipment, and with all the rights and privileges thereto belonging unto said Mortgagee forever, for the uses herein set forth, free from all rights and benefits under the homestead, exemption and valuation laws of any state, which said rights and benefits said Mortgagee does hereby release and waive.

- TO SECURE**
- (1) The payment of a Note executed by the Mortgagor to the order of the Mortgagee bearing even date herewith in the principal sum of Eighty Thousand and No/100----- Dollars
  - (2) 80,000.00 which Note, together with interest thereon as therein provided, is payable in monthly installments of Eight Hundred Fifty Nine and .69/100----- Dollars
  - (3) 859.69 commencing the first day of February 1987, which payments are to be applied, first, to interest and the balance to principal, until the full interest is paid in full, the entire indebtedness, is paid sooner, shall be due and payable on January 1, 2002.
  - (4) any advances made by the Mortgagee to the Mortgagor, or its assigns in title, for any purpose, at any time before the release and cancellation of this Mortgage, but no monies shall this Mortgage secure advances on account of said original Note together with such additional advances, in a sum in excess of Eighty Thousand and No/100----- Dollars, 80,000.00
  - (5) provided that, nothing herein contained shall be considered as limiting the amounts that shall be secured hereby when advanced to protect the security or in accordance with covenants contained in the Mortgage.
  - (6) the performance of all of the covenants and obligations of the Mortgagor to the Mortgagee, as contained herein and in said Note.

### THE MORTGAGOR COVENANTS:

- A. (1) To pay said indebtedness and the interest thereon as herein and in said note 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 said property including those hereafter due, and to furnish Mortgagee upon request with the receipts therefor, and all such items extended against said property 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 Mortgagee may require to be insured against, and to provide public liability insurance on such other insurance as the Mortgagee may require, until said indebtedness is fully paid or the date of termination of the period of redemption, for the full insurable value thereon, in such companies through such agents or brokers, and on such terms as shall be satisfactory to the Mortgagee. Such insurance policies shall remain with the Mortgagee during the term of the mortgage and until the expiration of a period of 90 days thereafter. (4) To keep the improvements in good condition and repair, and to insure and defend on behalf of the Mortgagee all necessary profits of the premises, including the use thereof, against any loss or damage by fire, theft, explosion, and in case of foreclosure, and in case of loss under such policies, the Mortgagee is authorized by deed, in whole and in part, to execute and deliver on behalf of the Mortgagee all necessary promissory notes, receipts, releases and assignments required to be given by the insurance companies, and the Mortgagor agrees to sign, upon demand, all receipts, releases and assignments required of him to be signed by the Mortgagee for such purposes; and the Mortgagee is authorized to apply the proceeds of any insurance claim to the restoration of the property or upon the indebtedness hereby secured in its discretion, but monthly payments shall continue until said indebtedness is paid in full. (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 make, suffer or permit any unlawful use of or any nuisance to exist on said property nor to diminish or impair its value by any act or omission to act. (7) To comply with all requirements of law with respect to mortgaged 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 property 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 property. (9) Any purchase or conditional sale lease or agreement under which title is reserved in the vendor, of any apparatus, fixtures or equipment to be placed or put upon any buildings or improvements on said property. (10) To complete within a reasonable time any buildings or improvements now or at any time in process of erection upon the premises.
- B. In order to provide for the payment of taxes, assessments, insurance premiums and other annual charges upon the property securing this indebtedness, and other insurance required or accepted, the undersigned promises to pay to the Mortgagee a pro rata portion of the current year taxes upon the distribution of the loan and to pay quarterly to the Mortgagee, in addition to the above payments, a sum equal to the sum of all such items which payments may, at the option of the Mortgagee, (a) be held in, and controlled off, either (1) by checks or drafts on a checking account for the payment of such items, (b) be carried in a savings account and withdrawn by it to pay such items or (c) be held in an escrow account for the payment of such items as required, provided that the Mortgagee advances upon this indebtedness not sufficient to pay said items and the same shall be due and payable if the amount estimated to be sufficient to pay said items is not sufficient, the undersigned promises to pay the difference upon demand of a check or draft on a savings account or a check on account, the same are hereby pledged to further secure this indebtedness. The Mortgagee is authorized to pay such items as charged or billed without further inquiry.
- C. This mortgage contract provides for additional advances which may be made at the option of the Mortgagee and secured by this mortgage, and it is agreed that in the event of such advance the amount thereof may be added to the mortgage debt and shall increase the unpaid balance of the note hereby secured by the amount of such advance and shall be a part of said note indebtedness under all of the terms of said note and this contract as fully as if a new such note and contract were executed and delivered. An Additional Advance Agreement may be given and accepted for such advance and provision may be made for different monthly payments and a different interest rate and other express modifications of the contract, but in all other respects this contract shall remain in full force and effect as to said indebtedness, including all advances.
- D. That in case of failure to perform any of the covenants herein, Mortgagee may do on Mortgagor's behalf everything so covenanted, that said Mortgagee may also do any act or thing necessary to protect the hereof that Mortgagee will repay upon demand any moneys paid or disbursed by Mortgagee for any of the above purposes and such moneys together with interest thereon at the highest rate for which at all times shall be bound to contract shall become so much additional part of the debt of Mortgagor on this mortgage and shall be paid with the principal of said mortgage and may be included in any decree foreclosing this mortgage and be paid out of the proceeds of sale of said premises if not otherwise paid, that if that shall not be obligatory upon the Mortgagee to require 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 the Mortgagee shall not be liable for any use of anything it may do or omit to do hereunder.
- E. That it is the intent herein to secure payment of said note and obligations under the entire amount shall have been advanced to the Mortgagor at the date hereof, or at a later date, and to secure any other amount or amounts that may be added to the mortgage indebtedness under the terms of this mortgage contract.
- F. That in the event the ownership of said property or a part thereof is transferred to a person other than the Mortgagor, the Mortgagee may, without notice to the Mortgagor, deal with such transferee in the same manner as if such transferee were the Mortgagor and the debt hereby secured by this mortgage shall remain as if the same had been so transferred to the Mortgagor, and may further be extended to the transferee of the property, but this shall not be construed as requiring the Mortgagee to advance any moneys for any purpose nor to do any act hereunder, and the Mortgagee shall not be liable for any use of anything it may do or omit to do hereunder.

86626332

4062 Southwest Highway  
Homewood, IL 60456  
THIS INSTRUMENT WAS FILED FOR RECORD IN PUBLIC RECORDS  
BOOK COUNTY ILLINOIS  
FILED FOR RECORD  
DEC 30 PM 3 18  
86626332

GIVEN under my hand and Notarial Seal, this  
15th  
December  
AD. 1986

day of  
December  
AD. 1986  
Notary Public

*K. Jensen C. Frank*  
Notary Public

personally known to me to be the  
Assistant  
Secretary of said corporation, and personally known to me to be the  
Assistant  
Secretary of said corporation as their free and voluntary act, and as the free and voluntary act and deed of said corporation, for the uses and  
purpose herein set forth.

STATE OF ILLINOIS  
COUNTY OF COOK  
I, the undersigned  
Assistant Secretary  
Attest:  
LAKESHORE BANK  
As Trustee as aforesaid and not personally

15th  
December  
AD. 1986  
Assistant Secretary  
Trust Officer

IN WITNESS WHEREOF, the undersigned Trustee as aforesaid, not personally but as Trustee as aforesaid, has caused these presents to be signed by its  
Assistant  
Secretary, this

in witness whereof, the undersigned Trustee as aforesaid, not personally but as Trustee as aforesaid, has caused these presents to be signed by its  
Assistant  
Secretary, this

That this mortgage is a full and complete assignment of all the interest and right of the mortgagor in the premises...  
1. That the mortgagor may employ counsel for advice or other legal service as the mortgagor's discretion in connection with any dispute as to the debt...  
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