# UNOFFICIAL GOPY 3 3 588

#### MORTGAGE

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 11-6-85				
West Suburban Bank of Downers Grove/Lombar	rd			
a corporation organized and existing under the laws of the referred to as the Mortgagee, the following real estate, situation the State of Parols, to wit:  See Attached	State of ted in the Cour	Illinois	hereinafter	
TOGETHER with all buildings improvement vivtures or		mous or horseften	corneted thereon including	

TOGETHER with all buildings, improvements, fixtures or appurtenances now or hereafter erected thereon, including all apparatus, equipment, fixtures, or articles, which is no single units or centrally controlled, used to supply heat, gas, any conditioning, water, light, power, refrigeration, ventual time or otherwise and any other thing now or hereafter therein or thereon the furnishing of which by lessors to lessess is customary or appropriate, including screens, venetian blinds, wincome the furnishing of which by lessors to lessess is customary or appropriate, including screens, venetian blinds, wincome the furnishing of which by lessors to lessess is customary or appropriate, including screens, venetian blinds, wincome the furnishing of which are declared to be a part of said read estate which physically attached thereto or not); and also together with all easements and the tents, issues and profits of said premises which are hereby pledged, assigned, transferred and set over unto the Mortgagee, whether now due or hereafter to become due under or by virtue of any lesse or agreement for the use of verypancy of said property, or any part thereof, whether said lesse or agreement is written or verbal and whether it the intention hereof (a) to pledge said rents, issues and profits or partly with said read state and not expended to the hortgagee of all such lenses and agreements and all the wails thereander, together with the right in case of default, either before or after foreclosure said, to enter upon and take exclus viewender, together with the right in case of default, either before or after foreclosure said to enter upon and take exclus viewender, together with the right in case of default, either before or after foreclosure said premises, or any part thereof, make leases for terms deemed advantage as to it, terminate or modify existing or future leases, collect said avails, rents, issues and profits regardless of when energial and the measures whether legal or equitable as it may deem proper to enforce coll

TO HAVE AND TO HOLD the said property with said buildings, improvements, fixtures, appurtenances, apparatus and equipment unto said Mortgagee forever, for the uses herein set forth, free from all rights and benefits under the Homestead Exemption Laws of the State of Illinois, which said rights and benefits said Mortgagor does hereby release and waive.

TO SECURE the payment of a certain indebtedness from the Mortgagor to the Mortgagee evidenced by a note made by the Mortgagor in favor of the Mortgagee, bearing even date herewith, in the sum of Fifty Nine Thousand Two Hundred Fifty Dollars Dollars (\$ 59,250.00 ), which note together with interest thereon as provided by said note, is payable in monthly installments of

Six Hundred Seventy Three Dollars and 43/100 DOLLARS (\$ 673.43 )
on the first day of each month, commencing with February 1986 until the entire sum is paid. \*Payment of the above amount per agreement on the Adjustable Rate Rider attached and made a part hereof.

To secure performance of the other agreements in said note, which are hereby incorporated herein and made a part hereof, and which provide, among other things, for an additional monthly payment of one-twelfth (1/12th) of the estimated annual taxes, assessments, insurance premiums and other charges upon the mortgaged premises. And to secure possible future advances as hereinafter provided and to secure the performance of the Mortgagor's rovenants herein contained.

Box 332 Elureno

Property of Cook County Clerk's Office

THIS MORTGAGE IS SUBJECT TO ALL RIGHTS, EASEMENTS, COVENANTS, CONDITIONS, THOUGH THE PROVISIONS OF SAID DECLARATION WERE RECITED AND STIPULATED AT DECLARATION OF SAID DECLARATION WERE RECITED AND STIPULATED AT DENGTH HEREINS & CONDITIONS, CONDITIONS, CONDITIONS, THOUGH THE PROVISIONS OF SAID DECLARATION WERE RECITED AND STIPULATED AT DECLARATIONS.

THE DECLARATION OF CONDOMINION AFORESAID.

THE RICHTS AND EASEMENTS FOR THE BENEFIT OF SAID PROPERTY AS SET FORTH IN

MORICAGOR ALSO HEREBY CRANTS TO THE MORICAGEE, ITS SUCCESSORS AND ASSIGNS,

FILED AS DOCUMENT LR-3,138,565.

CREATED BY THE DECLARATION OF EASEMENTS, COVENANTS AND RESTRICTIONS DATED DECEMBER 15, 1979 AND RECORDED DECEMBER 28, 1979 AS DOCUMENT 25,298,686 AND

PARCEL B:

WHICH SURVEY IS ATTACHED AS EXHIBIT A TO THE DECLARATION OF CONDOMINIUM RECORDED AS DOCUMENT 25,290,228 AND FILED AS DECLARATION OF COMPOMINIUM.

ILLINOIS.

THE TRIANGULAR SHAPED PART OF THE EAST AND WEST PUBLIC ALLEY LYING WEST OF WITH THE SOUTH LINE OF LOT 7, EXTENDED SOUTH, TO ITS INTERSECTION WITH THE SOUTH LINE OF LOT 7, EXTENDED SOUTH, TO ITS INTERSECTION, BEING THAT PORTION OF SAID ALLEY VACATID BY ORDINANCE PASSED OCTOBER 11, 1962 OND RECORDED NOVEMBER 1, 1961 AS DOCUMENT 18,318,484 ALL IN COOK COUNTY,

PARCEL 4:

NOWIH, RANGE 14 EAST 21 THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOI LOT 7 IN W.L. NEWBERRY'S SUBDIVISION OF THE NORTH 118 FEET OF THE WEST 200 PARTEL 7 IN W.L. NEWBERRY'S SUBDIVISION OF THE NORTH 118 FEET OF THE WEST 200 PARTEL 3:

COUNTY, ILLINOIS,

TOWNSHIE 39 NOWIH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK TOTS 8 AND 9 IN ASSESSOR'S DIVISION OF THE SOUTH 1/2 AND THE EAST 100 FEET 01 PARCEL 2:

ITTINOIS.

36 NOBIH' KVNCE IT EVEL OF THE THIRD DRINGIDLE HERIDING IN COOK COUNTY.

NOBIH 1/5 OF BLOCK 21 IN KINZLE'S ADDITION TO FRACTION SECTION 16, TOWNSHIP

LOT 7 IN ASSESSOR'S DIVISION OF THE SOUTH 1/2 AND THE EAST 100 FEET OF THE

PARCEL 1:

TO AS PARCEL):

ON THE SURVEY OF A PORTION OF THE POLICEMENT CONDUCTION AS DELIBERED UNIT + 1501 IN THE 535 HORID OF THE SURPLEMENTS CONDUCTION AS DELIBERTED

. PARCEL A:

the control of the co

Fig. 4. The control of the

Property of Coot County Clerk's Office

### UNOFFICIAL COPY . .

#### THE MORTGAGOR COVENANTS:

- (1) To pay immediately when due and payable all general taxes, special taxes, special assessments, water charges, severe service charges and other taxes and charges against said properly, including those heretofare due, (the monthly manners provided by said note in unticipation of such taxes and charges to be applied thereto), and to furnith the Mortrague, upon request, with the original or duplicate receipts therefor, and all such items extended against said property shall be conclusively deemed valid for the purpose of this requirement.
  - (2) To keep the improvements now or hereafter situated upon said premises insured against loss or damage by fire, lightning, windstorm and such other hazards, including liability under laws relating to intexicating liquors and including hazards not now contemplated, as the Mortgagee may reasonably require to be insured against, 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, in such companies, through such agents or brokers, and in such form as shall be satisfactory to the Mortgagee, until said indebtedness is fully paid, or in the case of foreclosure, until expiration of the period of redemption; such insurance policies, including additional and renewal policies shall be delivered to and kept by the Mortgagee and shall contain a clause satisfactory to the Mortgagee making them payable to the Mortgagee, as its interest may appear, 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 the Master's or Commissioner's Deed; and in case of loss under such policies, the Mortgagee is authorized to adjust, collect and compromise, in its discretion, all claims thereunder, and the Mortgagor agrees to sign, upon demand, all receipts, vouchers and releases required of him by the insurance companies; application by the Mortgagee of any of the proceeds of such insurance to the indebtedness hereby secured shall not excuse the Mortgagor from making all monthly payments until the indebtedness is paid in full.
  - (3) To complete within a reasonable time any buildings or improvements now or at any time in process of crection upon said premises;
  - (4) To proup ly repair, restore or rebuild any buildings or improvements now or hereafter on the premises which may become damaged or destroyed;
  - (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 suffer or permit any unlawful use of or any nuisance to exist on said property nor to diminish nor impair its value by any act or or unsion to act;
    - (7) To comply with all requirements of law with respect to the mortgaged premises and the use thereof;
  - (8) Not to 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, additions, demolition, removal or sale of any improvements, apparatus, appurtenances, fixtures or equipment now or hereafter upon said property, (c) a 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. My buildings or improvements on said property.
  - (9) That if the Mortgagor shall procy e contracts of insurance upon his life and disability insurance for loss of time by accidental injury or sickness, or either such contract, making the Mortgagee assignee thereunder, the Mortgagee may pay the premiums for such insurance and old said payments to the principal indebtedness secured by this mortgage, to be repaid in the same manner and without charging the amount of the monthly payments, unless such change is by mutual consent.

#### THE MORTGAGOR FURTHER COVERIANTS:

- (1) That in the case of failure to perform any of the cive lants herein, the Mortgagee may do on the Mortgager's behalf everything so coveranted; that the Mortgagee may also do any act it may deem necessary to protect the lien hereof; that the Mortgager will repay upon demand any moneys paid or districted by the Mortgagee for any of the above purposes and such moneys together with interest thereon at the highest rate for which it is then lawful to contract shall become so much additional indebtedness hereby secured and may be included in any decree foreclosing this mortgage and be paid out of the rents or proceeds of sale of said premises if not otherwise paid that it shall not be obligatory upon the Mortgagee to inquire into the validity of any lien, encumbrance, or claim in a two cing 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 that Mortgagee shall not incur any personal liability because of anything it may do or onlit to do hereunder; under:
- (2) That it is the intent hereof to secure payment of said note whether the entire amount shall have been advanced to the Mortgagor at the date hereof or at a later date, or having been advanced, stall have been repaid in part and further advances made at a later date, which advances shall in no event operate to make the principal sum of the indebtedness greater than the original principal amount plus any amount or amounts that may be an ed to the mortgage indebtedness under the terms of this mortgage for the purpose of protecting the security and for the purpose of paying premiums under Section A(2) above, or for either purpose;
- (3) That in the event the ownership of said property or any part thereof becomes vested in a person other than the Mortgagor, the Mortgagee may, without notice to the Mortgagor, deal with such successor. In uccessors in interest with reference to this mortgage and the debt hereby secured in the same manner as with the Mortgagor, and may forebear to sue or may extend time for payment of the debt hereby secured without discharging or in any way affecting the liability of the Mortgagor hereupdee or upon the debt hereby secured. the Mortgagor hereunder or upon the debt hereby secured;
- (4) That time is of the essence hereof, and if default be made in performance of any covenant lordin contained or in making any payment under said note or obligation or any extension or renewal thereof, or if proceedings be instituted to enforce any other lien or charge upon any of said property, or upon the filing of a proceeding in bankruptcy by or against the Mortgagor, or if the Mortgagor shall make an assignment for the benefit of his creditors or if his property be placed under control of or in custody of any court or officer of the government, or if the Mortgagor abandon any of said property, then and in any of said events, the Mortgagee is hereby authorized and empowered, at its option, and without affecting the lien hereby created or the priority of said lien or any right of the Mortgagee hereunder, to declare, without notice all sums secured hereby immediately due and payable, whether or not such default be remedied by Mortgagor, and apply toward the payment of said mortgage indebtedness any indebtedness of the Mortgagee to the Mortgagor, and said Mortgagee may also immediately proceed to foreclose this mortgage, and in any foreclosure a sale may be made of the premises enmasse without offering the several parts separately;
- (5) That upon the commencement of any foreclosure proceeding hereunder, the court in which such bill is filed may at any time, either before or after sale, and without notice to the Mortgagor, or any party claiming under him, and without regard to the solvency of the Mortgagor or the then value of said premises, or whether the same shall then be occupied by the owner of the equity of redemption as a homestead, appoint a receiver with power to manage and rent and to collect the rents, issues and profits of said premises during the pendency of such foreclosure suit and the statutory period of redemption, and such rents, issues and profits, when collected, may be applied before as well as after the Master's sale, towards the payment of the indebteciness, costs, taxes, insurance or other items necessary for the protection and preservation of the property, including the expenses of such receivership, or on any deficiency decree whether there be a decree therefor in personam or not, and if a receiver shall be appointed he shall remain in possession until the expiration of the full period allowed by statute for redemption, whether there be redemption or not, and until the expiration of the statutory period during which it may be issued and no lease of sale, but if no deed be issued, until the expiration of the statutory period during which it may be issued and no lease of sale premises shall be nullified by the appointment or entry in possession of a receiver but he may elect to terminate any lease junior to the lien hereof; and upon foreclosure of said premises, there shall be allowed and included as an additional indebtedness in the decree of sale all expenditures and expenses together with interest thereon at the rate of per

annum, which may be paid or incurred by or on behalf of the Mortgagee for attorney's fees. Mortgagee's fees, appraiser's fees, outlays for exhibits attached to pleadings, documentary and expert evidence, stenographer's fees, Master's fees and commission, court costs, publication costs and costs (which may be estimated as to and include items to be expended after the entry of the decree) of procuring all such abstracts of title, title searches, examinations and reports, guaranty policies,

Proberty of Cook County Clerk's Office

#### ADJUSTABLE RATE RIDER

(1 Year Index - No Payment Cap)

THIS ADJUSTABLE RATE RIDER is made this	Deed ower's
.535.NMichigan_Ave#1501_Chicago,_Il.	
[Property Address]	

THE NOTE CONTAINS PROVISIONS ALLOWING FOR CHANGES IN THE INTEREST RATE AND THE MONTHLY PAYMENT. IF THE INTEREST RATE INCREASES, THE BORROWER'S MONTHLY PAYMENTS WILL BE HIGHER. IF THE INTEREST RATE DECREASES, THE BORROWER'S MONTHLY PAYMENTS WILL BE LOWER.

ADDITIONAL COVENANTS. In addition to the covenants and agreements made in the Security Instrument, Borrower and Londer further covenant and agree as follows:

#### A. INTEREST RATE AND MONTHLY PAYMENT CHANGES

#### 4. INTEREST RATE AND MONTHLY PAYMENT CHANGES

#### (A) Change Dates

#### (B) The Index

monthly

If the Index is no longer available, the Note Holder will choose a new index which is based upon comparable information. The Note Holder will give me notice of this choice.

#### (C) Calculation of Changes

is 2The Note 1964 the Man delegate the Lambur of the monthly payatent the works be sufficient to repay the principal I am expected to owe at the Change Date in full on the maturity date at my new interest rate in substantially equal payments. The result of this calculation will be the new amount of my monthly payment.

#### (D) Effective Date of Changes

My new interest rate will become effective on each Change Date. I will pay the amount of my new monthly payment beginning on the first monthly payment date after the Change Date until the amount of my monthly payment changes again.

#### (E) Notice of Changes

The Note Holder will deliver or mail to me a notice of any changes in my interest rate and the amount of my monthly payment before the effective date of any change. The notice will include information required by law to be given me and also the title and telephone number of a person who will answer any question I may have regarding the notice.

#### B. TRANSFER OF THE PROPERTY OR A BENEFICIAL INTEREST IN BORROWER

Uniform Covenant 17 of the Security Instrument is amended to read as follows:

Transfer of the Property or a Beneficial Interest in Borrower. If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Security Instrument. Lender also shall not exercise this option if: (a) Borrower causes to be submitted to Lender information required by Lender to evaluate the intended transferee as if a new loan were being made to the transferee; and (b) Lender reasonably determines that Lender's security will not be impaired by the loan assumption and that the risk of a breach of any covenant or agreement in this Security Instrument is acceptable to Lender.

MULTISTATE ADJUSTABLE RATE RIDER - 1 Year Tressury Index-Single Family-FILMC Uniform Instrument

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To the extent permitted by applicable law, Lender may charge a reasonable fee as a condition to Lender's consent to the loan assumption. Lender may also require the transferee to sign an assumption agreement that is acceptable to Lender and that obligates the transferee to keep all the promises and agreements made in the Note and in this Security Instrument. Borrower will continue to be obligated under the Note and this Security Instrument unless Lender releases Borrower in writing.

If Lender exercises the option to require immediate payment in full, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Adjustable Rate Rider.

ADTIGENT TRUST CORPO. teo under a certain Said y claims This Agreement RATION not in Trust Agreema... Trust Agradation against sale to the property of the form, shall be payable only a property form the incorporate head to the may be held thereunder. Any could be payable the control personal field to be incorporate that could be beneficially TRUST CORPORATION, or any person that could beneficially or otherwise in sale property in the could be selected by the or otherwise in said property to hereby expressly walved by the parties hereto and their respective successors and assigns,

INDEPENDENT TRUST CORPORATION & TRUSTEE UNDER TRUST AGREEMENT DATED 11/6/85 & KNOWN AS TR#192 and not individually (Scal) Actest:

Prepared + mail to: Hest futurban Bank 1122 S. Main St. Lomber D. IL

County Clark's Office Property: 535 N. Unchegin Unit 1501 Checago, IL 60611

Property of Cook County Clerk's Office

Torrens certificates and similar data and assurances with respect to title as Mortgagee may reasonably deem necessary either to prosecute such suit or to evidence to bidders at any sale held pursuant to such decree the true title to or value of sald premises; all of which aforesaid amounts together with interest as herein provided shall be immediately due and payable by the Mortgagor in connection with (a) any proceeding, including probate or bankruptcy proceedings to which either party hereto shall be a party by reason of this mortgage or the note hereby secured; or (b) preparations for the commencement of any suit for the foreclosure hereof after the accrual of the right to foreclose, whether or not actually commenced; or (c) preparations for the defense of or intervention in any suit or proceeding or any threatened or contemplated suit or proceeding, which might affect the premises or the security hereof. In the event of a foreclosure sale of said premises there shall first be paid out of the proceeds thereof all of the aforesaid items, then the entire indebtedness whether due and payable by the terms hereof or not and the interest due thereon up to the time of such sale, and the overplus, if any, shall be paid to the Mortgagor, and the purchaser shall not be obliged to see to the application of the purchase money.

(6) That each right, power and remedy herein conferred upon the Mortgagee is cumulative of every other right or remedy of the Mortgagee, whether herein or by law conferred, and may be enforced concurrently therewith; that no waiver by the Mortgagee of performance of any covenant herein or in said obligation contained shall thereafter in any manner affect the right of the Mortgagee to require or to enforce performance of the same or any other of said covenants; that wherever the context hereof requires, the masculine gender, as used herein, shall include the plural; that all rights and obligations under this mortgage shall extend to and be binding upon the respective heirs, executors, administrators, successors and assigns of the Mortgager and the successors and assigns of the Mortgager; and that the powers herein mentioned may be exercised as often as occasion therefor arises.

<u>Independent Trust</u> (7) This mortgage is executed by <u>Independent Trust</u>
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 xxxxxiii the first from the contained that nothing herein or in said note contained shall be construed as creating my liability on the said Independent Trust \_\_\_\_\_\_\_, either individually strued as creating by liability on the said Independent Trust , either individually or as Trustee aforesaid, personally to pay the said note 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 the Mortgage and by every person now or hereafter claiming any right or security hereunder, and that so far as

Independent Trust, either individually or as Trustee aforesaid, or its successors, personally are concerned, the legal holder of bolders of said note 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 note provided or by action to enforce the personal liability of the guarantor, if any. Independent Trust

\*\*The Mortgagors and Beneficiaries of reforementioned Trust and Guarantors of subject Note secured by this Mortgage covenant and agree that upon happening of any, of the following events without the written approval of Mortgagee first had and obtained, the Mortgagee may elect to declare all remaining sums secured hereby immediately due and payable. Such action without the Lender's approval will cause Note to be "due on sale".

INDEPENDENT TRUST COLPUNATION

- 1. A sale or conveyance of the subject property or any interest therein, or

Da

IN WITNESS WHEREOF, ...

2. Any transfer of title or 100 and 100 any Trust holding title to the subject property, or 4. A sale of the subject property by a Contract for Fee!

24 CC

not personally but as Trustee as aforesaid, its corporate seal to be hereunto affixed an	has caused these presents to be signed by its Trust Officer Presents, and distincted by its Trust Officer Secretary, this 18th day of
December	A. D. 19 85
ATTEST:	INDEPENDANA TRUST CORPORATION  As Trusted as aforesaid and not personally
A SOLAT	Trust Officer Companient
rust Officer i Salvatum	
STATE OF ILLINOIS	
COUNTY OFCook	SS.
I,the undersigned	a Notary Public, in and for said County, in the state aforesaid,
	Jaworsky, Trust Officer , Procedure of and
id D. Lambertsen, Trust Office XXXX	CORPORATION, and Sy of said corporation, who are personally known to me to be the same persons
whose names are subscribed to the foregoin Secretary, respectively, appeared before me instrument as their own free and voluntary a	ng instrument as such Trust Officer Bresident, and Trust Officer this day in person and acknowledged that they signed and delivered the said act and as the free and voluntary act of said corporation, as Trustee as aforesaid
	and the saidT_OxxScartary then and there acknowledged that he,
as custodian of the corporate seal of said co voluntary act and as the free and voluntar therein set forth.	orporation, did affix said seal to said instrument as <u>his</u> own free and ry act of said corporation, as Trustee as aforesaid, for the uses and purposes
GIVEN under my hand and Notarial S	Seal, this 18th day of December , A. D. 19 85
Man Committee of the Co	Thirtee M Jola
My commission expires My Commission Expire	85 June 28, 1987 Notary Public

**UNOFFICIAI !---**Ø Ć (2 29 AM '860 WISHER DEED  $\sigma$ 4 **~**1 **(**1) (1) REGISTRAR & OF TITLES

69 WEST WATHINGTON STREET CHICAGO, ILLINOIS 60602 BOX CICOR TITLE INSURABLE

Property of County Clerk's Office #82420-98-\* E #-6626# #82420-98-\* E #-666# 66.64 76-1430

Sec. Sec.

\$60 (1) (1)