

UNOFFICIAL COPY

MORTGAGE

This form is used in conjunction with
mortgages insured under the one to
four-family provisions of the National
Housing Act.

3000
Thomas
7-4200805

THIS INDENTURE, Made this 11TH day of DECEMBER, 1985 between
CHICAGO TITLE AND TRUST COMPANY, AS TRUSTEE UNDER AGREEMENT DATED 12/11/85
KNOWN AS TRUST NO. 1087971

DRAPER AND KRAMER, INCORPORATED

a corporation organized and existing under the laws of ILLINOIS
Mortgagee

86037504

WITNESSETH: That whereas the Mortgagor is justly indebted to the Mortgagee, as is evidenced by a certain
promissory note bearing even date herewith, in the principal sum of FIFTY SEVEN THOUSAND FOUR
HUNDRED FIFTY AND 00/100 Dollars
(\$ 57,450.00)

payable with interest at the rate of ELEVEN AND 00000/10000 per centum (11.000%)
per annum on the unpaid balance until paid, and made payable to the order of the Mortgagee at its office in
CHICAGO, ILLINOIS or at such other place as the holder may
designate in writing, and delivered, the said principal and interest being payable in monthly installments of
FIVE HUNDRED FORTY SEVEN AND 50/100 Dollars
(\$ 547.50) on the first day of FEBRUARY, 19 86 and a like sum on the
first day of each and every month thereafter until the note is fully paid, except that the final payment of principal
and interest, if not sooner paid, shall be due and payable on the first day of JANUARY, 2016

NOW, THEREFORE, the said Mortgagor, for the better securing of the payment of the said principal sum of
money and interest and the performance of the covenants and agreements herein contained, does by these pres-
ents MORTGAGE and WARRANT unto the Mortgagee, its successors or assigns, the following described Real
Estate situate, lying and being in the county of COOK and the State of
Illinois, to wit:

S E E L E G A L R E C O R D E R A T T A C H E D

TAX IDENTIFICATION NUMBER: 02-15-111-010 TP

TOGETHER with all and singular the tenements, hereditaments and appurtenances thereunto belonging, and
the rents, issues, and profits thereof and all apparatus and fixtures of every kind for the purpose of supplying or
distributing heat, light, water, or power, and all plumbing and other fixtures in, or that may be placed in, any
building now or hereafter standing on said land, and also all the estate, right, title, and interest of the said Mort-
gagor in and to said premises.

TO HAVE AND TO HOLD the above-described premises, with the appurtenances and fixtures, unto the said
Mortgagee, its successors and assigns, forever, for the purposes and uses 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 said Mortgagor does hereby expressly release and waive.

AND SAID MORTGAGOR covenants and agrees:

To keep said premises in good repair, and not to do, or permit to be done, upon said premises, anything
that may impair the value thereof, or of the security intended to be effected by virtue of this instrument; not to
suffer any lien of mechanics (men or material men) to attach to said premises; to pay to the Mortgagee, as here-
inafter provided, until said note is fully paid, (1) a sum sufficient to pay all taxes and assessments on said pre-
mises, or any tax or assessment that may be levied by authority of the State of Illinois, or of the county, town,
village, or city in which the said and is situate, upon the Mortgagor on account of the ownership thereof; (2)
a sum sufficient to keep all buildings that may at any time be on said premises, during the continuance of said
indebtedness, insured for the benefit of the Mortgagee in such forms of insurance, and in such amounts, as may
be required by the Mortgagee.

In case of the refusal or neglect of the Mortgagor to make such payments, or to satisfy any prior lien or in-
cumbrance other than that for taxes or assessments on said premises, or to keep said premises in good repair, the
Mortgagee may pay such taxes, assessments, and insurance premiums, when due, and may make such repairs
to the property herein mortgaged as in its discretion it may deem necessary for the proper preservation thereof,
and any moneys so paid or expended shall become so much additional indebtedness, secured by this mortgage, to
be paid out of proceeds of the sale of the mortgaged premises, if not otherwise paid by the Mortgagor.

It is expressly provided, however (all other provisions of this mortgage to the contrary notwithstanding),
that the Mortgagee shall not be required nor shall it have the right to pay, discharge, or remove any tax, assess-
ment, or tax lien upon or against the premises described herein or any part thereof or the improvements situated
thereon, so long as the Mortgagor shall, in good faith, contest the same or the validity thereof by appropriate
legal proceedings brought in a court of competent jurisdiction, which shall operate to prevent the collection of
the tax, assessment, or lien so contested and the sale or forfeiture of the said premises or any part thereof to
satisfy the same.

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STATE OF ILLINOIS }
COUNTY OF COOK } SS.

I, the undersigned, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY that the above named Assistant Vice President and Assistant Secretary of the CHICAGO TITLE AND TRUST COMPANY, Grantor, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Assistant Vice President and Assistant Secretary respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act and as the free and voluntary act of said Company for the uses and purposes therein set forth; and the said Assistant Secretary then and there acknowledged that said Assistant Secretary, as custodian of the corporate seal of said Company, caused the corporate seal of said Company to be affixed to said instrument as said Assistant Secretary's own free and voluntary act and as the free and voluntary act of said Company for the uses and purposes therein set forth.

Given under my hand and Notarial Seal

DEC 17 1985

Date


Notary Public

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AND IN THE EVENT That the whole of said debt is declared to be due, the Mortgagee shall have the right immediately to foreclose this mortgage, and upon the filing of any bill for that purpose, the court in which such bill is filed may at any time thereafter, either before or after sale, and without notice to the said Mortgagor, or any party claiming under said Mortgagor, and without regard to the solvency or insolvency at the time of such applications for appointment of a receiver, or for an order to place Mortgagee in possession of the premises of the person or persons liable for the payment of the indebtedness secured hereby, and without regard to the value of said premises or whether the same shall then be occupied by the owner of the equity of redemption, as a homestead, enter an order placing the Mortgagee in possession of the premises, or appoint a receiver for the benefit of the Mortgagee with power to collect the rents, issues, and profits of the said premises during the pendency of such foreclosure suit and, in case of sale and a deficiency, during the full statutory period of redemption, and such rents, issues, and profits when collected may be applied toward the payment of the indebtedness, costs, taxes, insurance, and other items necessary for the protection and preservation of the property.

Whenever the said Mortgagee shall be placed in possession of the above described premises under an order of a court in which an action is pending to foreclose this mortgage or a subsequent mortgage, the said Mortgagee, in its discretion, may: keep the said premises in good repair; pay such current or back taxes and assessments as may be due on the said premises; pay for and maintain such insurance in such amounts as shall have been required by the Mortgagee; lease the said premises to the Mortgagor or others upon such terms and conditions, either within or beyond any period of redemption, as are approved by the court; collect and receive the rents, issues, and profits for the use of the premises hereinabove described; and employ other persons and expend itself such amounts as are reasonably necessary to carry out the provisions of this paragraph.

AND IN CASE OF FORECLOSURE of this mortgage by said Mortgagee in any court of law or equity, a reasonable sum shall be allowed for the solicitor's fees, and stenographers' fees of the complainant in such proceeding, and also for all outlays for documentary evidence and the cost of a complete abstract of title for the purpose of such foreclosure; and in case of any other suit, or legal proceeding, wherein the Mortgagee shall be made a party thereby by reason of this mortgage, its costs and expenses, and the reasonable fees and charges of the attorneys or solicitors of the Mortgagee, so made parties, for services in such suit or proceedings, shall be a further lien and charge upon the said premises under this mortgage, and all such expenses shall become so much additional indebtedness secured hereby and be allowed in any decree foreclosing this mortgage.

AND THERE SHALL BE INCLUDED in any decree foreclosing this mortgage and be paid out of the proceeds of any sale made in pursuance of any such decree: (1) All the costs of such suit or suits, advertising, sale, and conveyance, including attorneys', solicitors', and stenographers' fees, outlays for documentary evidence and cost of such abstract and examination of title; (2) all the moneys advanced by the Mortgagee, if any, for the purpose authorized in the mortgage, with interest on such advances at the rate set forth in the note secured hereby, from the time such advances are made; (3) all the accrued interest remaining unpaid on the indebtedness hereby secured; (4) all the said principal money remaining unpaid. The overplus of the proceeds of sale, if any, shall then be paid to the Mortgagor.

If Mortgagor shall pay said note at the time and in the manner aforesaid and shall abide by, comply with, and duly perform all the covenants and agreements herein, then this conveyance shall be null and void and Mortgagor will, within thirty (30) days after written demand therefor by Mortgagee, execute a release or satisfaction of this mortgage, and Mortgagor hereby waives the benefits of all statutes or laws which require the entire execution or delivery of such release or satisfaction by Mortgagee.

IT IS EXPRESSLY AGREED that no extension of the time for payment of the debt hereby secured given by the Mortgagee to any successor in interest of the Mortgagor shall operate to release, in any manner, the original liability of the Mortgagor.

THE COVENANTS HEREIN CONTAINED shall bind, and the benefits and advantages shall inure, to the respective heirs, executors, administrators, successors, and assigns of the parties hereto. Wherever used, the singular number shall include the plural, the plural the singular, and the masculine gender shall include the feminine.

WITNESS the hand and seal of the Mortgagor, the day and year first written.

[SEAL] CHICAGO TITLE AND TRUST COMPANY, AS TRUSTEE UNDER TRUST AGREEMENT DATED [SEAL]
12/11/85, KNOWN AS TRUST NO. [SEAL] 1087971 [SEAL]

STATE OF ILLINOIS

ss:

COUNTY OF COOK

I, THE UNDERSIGNED aforesaid, Do Herely Certify That

and person whose name subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed, sealed, and delivered the said instrument as their free and voluntary act for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

GIVEN under my hand and Notarial Seal this

DEC 11 1985

A. D. 19

Louis J. Barone
Notary Public

DOC. NO.

Filed for Record in the Recorder's Office of

County, Illinois, on the

day of

A. D. 19

at

o'clock

and duly recorded in Book

of

Page

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PARCEL 1:

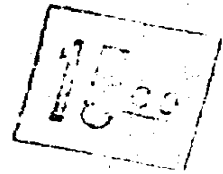
UNIT 10-B-1-1 IN DEER RUN CONDOMINIUM, PHASE II, AS DELINEATED ON A SURVEY OF CERTAIN LOTS IN VALLEY VIEW SUBDIVISION, BEING A SUBDIVISION OF PART OF THE NORTHWEST 1/4 OF SECTION 15, TOWNSHIP 42 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN ACCORDING TO THE PLAT THEREOF RECORDED MARCH 15, 1983 AS DOCUMENT 26535491, IN COOK COUNTY, ILLINOIS WHICH SURVEY IS ATTACHED AS EXHIBIT "B" TO DECLARATION OF CONDOMINIUM RECORDED JULY 24, 1985, AS DOCUMENT 85116690; TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS.

PARCEL 2:

NON-EXCLUSIVE PERPETUAL EASEMENT FOR INGRESS AND EGRESS FOR THE BENEFIT OF PARCEL 1 OVER OUTLOT "A" IN VALLEY VIEW SUBDIVISION AFORESAID AS CREATED BY GRANT OF EASEMENT RECORDED JULY 24, 1985 AS DOCUMENT 85116689.

THE MORTGAGOR ALSO HEREBY GRANTS TO THE MORTGIGEE, ITS SUCCESSORS AND ASSIGNS, AS RIGHTS AND EASEMENTS APPURTENANT TO THE ABOVE DESCRIBED REAL ESTATE, THE RIGHTS AND EASEMENTS FOR THE BENEFIT OF SAID PROPERTY AS SET FORTH IN THE DECLARATION OF CONDOMINIUM AFORESAID.

THIS MORTGAGE IS SUBJECT TO ALL RIGHTS, EASEMENTS, COVENANTS, CONDITIONS, RESTRICTIONS AND RESERVATIONS CONTAINED IN SAID DECLARATION THE SAME AS THOUGH THE PROVISIONS OF SAID DECLARATION WERE RECITED AND STIPULATED AT LENGTH HEREIN.



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DEPT-91 RECORDING
1986 JUN 10 10 34 AM '86
* D * 86-037504
\$15.00

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RIDER "A"

RIDER "A", ATTACHED TO AND MADE A PART OF MORTGAGE DATED DECEMBER 11, 1985
FROM CHICAGO TITLE AND TRUST COMPANY
AS TRUSTEE UNDER TRUST AGREEMENT DATED 12/11/85, AND BORN AS TRUST INSTRUMENT
1087971, TO CHAPMAN AND KRAMER, INCORPORATED.

This mortgage is created by CHICAGO TITLE AND TRUST COMPANY
not personally, but as Trustee under Trust Instrument 1087971, as aforesaid, in
the exercise of the power and authority conferred upon and vested in said Trustee as such,
and it is expressly understood and agreed that nothing in this Mortgage contained shall
be construed as creating any monetary liability on said Trustee personally to pay any
indebtedness accruing thereunder, or any personal monetary liability on said Trustee with
respect to the performance of any covenant, either expressed or implied, in said Mortgage
(all such personal monetary liability, if any, being expressly waived by the parties
hereto and by every person now or hereafter claiming any right or security thereunder)
except that the said Trustee shall be liable for funds or property of the Project under
its lease which, by the provisions thereof, it is not entitled to retain.

Each original and successive holder of this Mortgage accepts the same upon the express
condition that it shall rest upon said Trustee to sequester the same, issued and
paid its claims, of any property held or to be held under said Trust Agreement or the
proceeds arising from any sale or other disposition thereof.

ROBERT J. ...
TRUSTEE

CHICAGO TITLE AND TRUST COMPANY

As Trustee as aforesaid and not personally

BY: Barbara Sanders
ASST. VICE PRESIDENT

147032204

Cook County Clerk's Office