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CILLIAN	THE ABOVE CHAPTERAD DECORPORED STUDIES ON A

MORTGAGE	860720	IHI AB	OVE SPACE FOR RECORDE	R'S USE ONL
THIS INDENTURE, made February not personally, but as Trustee under agreeme (herein referred to as "Mortgagor,") and RAND INVESTMENT COMPANY as "Mortgagor")			& Trust Company of F and known as Trust No. 7	ranklin Par 91
(herein referred to as "Mortgagor,") and RAND INVESTMENT COMPANY	doing business in	Chicago,	, as Trustee for, Illinois, (here	ein referred t
as "Mortgagee,")			, , , , , , , , , , , , , , , , , , , ,	
THAT WHEREAS Mortgagor is justly ind	WITNESSE obted to Mortgagee in the sun	TH not ONE HUNDRED	THOUSAND & NO/1	.00
dollars (\$ 100,000.00 ) evider	nced by a certain Promissory	Note of even date herewith	h executed by Mortgagor, pand interest on the balance	payable to the
remaining from time to time unpaid at the in MELROSE PARK . I March 1st, 19 be in the amount of \$1,033.00	llinois, in 240	successive monthly	installments commencing	etallmants t
be in the amount of \$1,033.00	each, and said last inst	allment to be the entire w	an except the last of said in appaid balance of said sum,	together with
interest on the principal of each installment lection, including reasonable attorneys' fees,	after the original maturity da	ite thereof at <u>+ / %</u> % p	er annum; together with al	l costs of col
NOW THEREFORE the Mortegent to sente	the navment of said Note in acco	rdance with its terms and the	terms, provisions and limitatio	ns of this Mori
gage, and all extensions and renewals thereot, and and every kind now or hereafter owing and to bec gaged during the term of the not gage, howsoever instrument, obligation, contract or agreement of any wise and whether direct, indirect, primary, second- ments made by and between the parties herein, an	for the further purpose of securing come due from the Mortgagor to created, incurred, evidenced, acquive and every kind now or hereafter ary, fixed or contingent, together	ig the payment of any and all the Mortgagee or to the holderired or arising, whether under existing or entered into between with interest and charges as	obligations, indebtedness and li er of said Note or to the Assign the Note or this mortgage or use the Mortgagor and the Mort provided in said Note and in a	iabilities of any nee of the Mort inder any other igagee or other iny other agree
Mortgagor of present or future ind by duess or obli- third parties and assigned by said third parties to Me and agreements herein contained, by the Youngagor edged, does by these presents Mortgage to the Mortgani and State of Illinois, to wit: The South 5	gations of third parties to Mortgag ortgagee, and any and all renewals to be performed, and also in consi	ee, and of present and future is or extensions of any of the for detation of One Dollar in hand	ngentegriess originally owing b egoing, and the performance of I hald, the receipt whereof is he	ly Morigagor ic f the covenant ereby acknowl
Bartlett's Ivanhoe Farm, being,	a Resubdivision of L	ots 12 to 14, both	h inclusive, in	
Fredrick H. Bartlett's Irving P west 1/4 of Section 21, Townsni in Cook County, Illinois.	n 40 North, Range 12	? East of the Third	d Principal Meridi	an,
which, with the property hereinafter described, is t	referred to lessein as the "premise	WARNE (AY EL I	2-21-103-107	
TOGETHER with all improvements, tenements, and during all such times as Mortgagor may be ent apparatus, equipment or articles now or hereafter tunits or centrally controlled), and ventilation, incluinador beds, awnings, stoves and water heaters. All cis agreed that all similar apparatus, equipment or appart of the real estate.	iffed there to (which are pledged) therein or ther on used to supply iding (without re-tricting the fore of the foregoing are diclared to be	primarily and on a parity with heat, gas, air conditioning, wat going), screens, window shade a nart of said real estate wheth	h said real estate and not secon ter, light, power, refrigeration ( es, storm doors and windows, f her physically attached thereig	darlly), and all whether single loor coverings, o or not, and it
TO HAVE AND TO HOLD the premises unto t				
This Mortgage consists of two pages. The covenar gagor to keep the premises in repair, insured and frasuch repairs, insured and from such repairs, insurance, prior tiens and taxes paid b acceleration of maturity of the Note and foreclosur and are incorporated herein by reference, are a part	ree of liens and to pay and G. Chan y Mortgagee constitute additic na re hereof in case of default and I hereof, and shall be binding on	The prior liens and taxes, provid indebtedness secured hereby the allowance of Mortgagee's the alortgagor and those clair	de that if not paid by Mortgago , provide for tax and insuranc s attorneys' fees and expenses o ming through it,	or, the costs of e deposits, for of foreclosure,
In the event Mortgagor sells or conveys the premperson or persons other than Mortgagor, Mortgage forcing the provisions of this Mortgage with respect prospective purchasers or grantees shall have execute and conditions of said Note and this Mortgage.	shall have the option of declaring thereto unless prior to such sale d a written agreement in form sati	g imm.df.cely due and payable or conveyance Mortgagee sha isfactory to the Mortgagee assu	e all unpaid installments on the all have consented thereto in w iming and agreeing to be bound	e Note and en- criting and the d by the terms
This mortgage is executed by First State Ba ercise of the power and authority conferred upon a every person now or hereafter claiming any right or	ind vested in it as such Trustee, a security becounder that nothing o	nd it is expressly understood ontained herein or a m. Note	and agreed by the mortgagee secured by this mortgage shall	nerem and by Lbe construed
as creating any liability on First State Bank & sonally to pay said Note or any interest that may acherein contained, all such liability, if any, being expression out of the property hereby conveyed by enforcement any co-signer, endorser or guaranter of said Note.				
IN WITNESS WHEREOF, First State Ba caused these presents to be signed by its (Excount and attested by its (Excount Except) (Va	(KMAN(Assistant) (Vice Presid	ent) ( <b>TRISK®RRAW</b> ), and it:	s corporate seal to be hereu	oresaid, has into affixed
First State Bank & Trust Company of	Franklin Park As Trustee	as aforesaid and not perso	onally,	1
BY James J. Evans	£	(likennie) (Assi	istant) (Vice Frosident) <b>(8</b> ≱	ree tringer)
Attest Coreling	Linerpord	(Executive) (Assi	stant) (Vice Province 18) (Tr	ust Officer)
STATE OF ILLINOIS SS. 1. a Notar	Dolly Public in and for said C Evans and Evelyn D.	lores L. Coman ounty, in the state afore Bradford	said, DO HEREBY CER	TIFY, that
Executive) (Assistant) (Vice President) (Cox	SEXULTINEER) of First State E	Bank & Trust Company	of Franklin Park and (e persons whose names are	(EXSENTABLE subscribed
o the foregoing instrument as such (Excession Trust Officer), respectively, appeared before a heir own free and voluntary act and as the free orth, and the said (Excepting) (Assistant) (Vicentration) (Trust Officer), as custodian of Exception) (Assistant) (Vicentrations in Crustee as aforesaid, for the uses and purposes	ne this day in person and ack e and voluntary act of said Ba ice President) (Rossing Ricer) of the corporate seal of said l list Officer's) own free and vo	mowledged that they signe ink, as Trustee as aforesaid then and there acknowled Bank, did affix the seal of pluntary act and as the fre	ed and delivered the said ins., for the uses and purposes. Iged that said (Abortotise). I said Bank to said instrunce and voluntary act of sai	strument as therein set (Assistant) nent as said id Bank, as
Given under my hand and Notarial Seal this	s	day of	February	19 86
his Document Prepared By: Hontification He	, AUST	1 1 42	1	
Given under my hand and Notarial Seal this Document Prepared By:  LEONARD A. CANEL  2 N. LaSalle St.	I TO POUT A NOT	Ores L. Coman Note	ary Public	<del></del>
Chicago, Illinois 09002 (/	Address and the same of the sa			
NAME LEONARD A. CANEL STREET 2 N. LaSalle Street	Al Al	OVI: DESCRIBED PROPERT		
	60602	3758 Wehrman, So	chiller Park, I	L

Page 1

- THE COVENANTS, CONDITIONS AND PROVISIONS REFERRED TO ON PAGE 1 (THE REVERSE SIDE OF THIS MORTGAGE)

  1. Mortgagor covenants and agrees to pay said indebtedness and the interest thereon as hereon and in said Note or other evidence thereof provided, or according to any ortenement 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 against said premises shall be conclusively deermed valid for the purpose of this requirement; (3) To keep the improvements now or hereafter upon said oremises insuct against damage by fire, and such other hazards as the Mortgagee may require to be insured against, and to provide liability insurance and such other insurance as the Mortgage against against, and to provide liability insurance and such other insurance as the Mortgage equire, 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 offers as shall be satisfactory to the Mortgagee; such insurance points shall remain with the Mortgagee during said period or 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 deficience, any require or redemptioner, or any grantee in a deed; and in case of foreclosure sale payable to the owner of the certificate of sale, owner of any deficience, and receiver or redemptioner, or any grantee in a deed; and in case of foreclosure sale payable to the owner of the certificate of sale, owner of any deficience, and receiver or redemptioner, or any grantee in a deed; and in case of foreclosure sale payable to the owner of the certificate of sale, owner of any deficience, and receiver or redemptioner, or any grantee in a deed; and in case of foreclosure sale payable to the owner of the certificate of sale, owner of any deficience,
- the premiums on Mortgage Guaranty Insurance covering this mortgage when required by Mortgages partners to vertice the month of the descript of the folder of the grant of the premium, superior to the first hereof, and upon receipt, exhibit satisfactory evidence of the discharge of such perfect of the property of the first hereof, and upon receipt, exhibit satisfactory evidence of the discharge of such perfect of the property of the partner of the Note, the Mortgagor agrees 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 what he required mortgaged property, and is a estimated by the holder of the Note), such sums to be held by the holder of the Note without any altimated provided first such required mortgaged premise insurance property, and the such establishing a provided first such required mortgaged premise insurance against toos or damage by fire or lightings. It however, payments made hereunder for taxes, special assessments and insurance premiums shall not be sufficient to pay the amounts necessary as they become due, then the Mortgagor shall pay the necessary amount to make up the deficiency. If amounts collected for the purpose aforesald exceed the amounts necessary as they become due, then the Mortgagor shall pay the necessary amount to make up the deficiency. If amounts collected for the purpose aforesald exceed the amount necessary of make unchanged the payment, such excess shall be credited on subsequent payments.

  3. The privilege is gran, it to make prepay ments and exceed the amount necessary of make unchanged the payments of the make the payments of the payments of

- 17 %) per annum. Inaction of Mortgagee shall never be considered as a waiver of any right a g

- claim thereof.

  8. At the option of the Mortgage and without notice to Morter of all unpaid indebtedness secured by this Mortgage shall, notwithstanding anything in the Note of in this Mortgage to the contrary, become due and payable (a) immediately in the case of default in making payment of any installment on the Note of on any other obligation secured hereby, or (b) when default shall occur and continue for three days in the performance of any other agreement of the Mortgager herein on the Note of the Mortgager herein here of the Note of the Mortgager herein here of the Note of the No
- bidders at any sale which may be had pursuant to such decree the true condition of the five of the value of the premises. All expenditures and expenses of the nature in this Seven teenparagraph mentioned shall become so much additional indehiedness secured hereby and implestately due and payable with interest thereon at the rate of
- paragraph mentioned shall occome so much auditional indevidence wetter nervey and the related of the party, either as plaintiff, claimant or defendant, by reason of this More applicable and party, either as plaintiff, claimant or defendant, by reason of this More applicable and party, either as plaintiff, claimant or defendant, by reason of this More applicable and indevidence of the proceedings which might affect the premises or the security hereof whether it not actually commenced; or (b) preparations for the defense of any threatened suit or proceeding which might affect the premises or the security hereof whether it not actually commenced; or (c) preparations for the commencement of any suit for the foreclosure half of such right to foreclose whether or not actually commenced; or (c) preparations for the commencement of any foreclosure sale of the premises shall be distributed and applied in ne oflowing 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 pressagh hereof, second, all other items which under the terms hereof and indebtedness additional to that evidenced by the Note with interest thereon as vicein provided; third, all principal and interest remaining unpaid on the Note; fourth, any overplus to Mortgagor, its successor or assigns, as this highest may appear.
- Note: fourth, any overplus to Mortgagor, its successor or assigns, as their rights may appear

  11. Upon, or at any time after the filing of sult to foreclose this Mortgage, the Court in which such untils illed may appoint a receiver of said premises. Such appointment may be made either before or after sale, without notice, without regard to the then value of the premises or interest the same shall be then occupied as a hornestead or not, and the Mortgagee may be appointed as such receiver. Such receiver shall have power to collect the rents, its es and profits of said premises during the pendency of such foreclosure suit and, in case of a sale and a deficiency, during the full study period of redemption, whether the its between the said premises during the pendency of such when Mortgagors, except for the intervention of such receiver, would be entitled to collect such rents, issues and attricts, and all other powers which may be necessary or age usual in such cases for the protection (including insurance and repairs), possession, control, management and open-in, of he 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 which or in ps 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 in the lien hereof or of such decree, provided such a policy of the contraction is made prior to foreclosure sale; (2) the deficiency in case of a sale and deficiency.

  12. The Mortgagor will not at any time insist upon, or plead, or in any manner whatsoers claim or take any heart of the contraction of said period.
- application is made prior to foreclosure sale; (2) the deficiency in case of a sale and deficiency.

  12. The Mortgagor will not at any time insist upon, or plead, or in any manner whatsoever claim or take any benefit or dyantage of, any stay or extension or mode torium law, any exemption from execution or sale of the premises or any part thereof, whetever enacted, now or at any time, he resister enforced, which may affect the terdit and covenants or the performance of this Mortgage, nor claim, take, or insist upon any benefit of advantage of any law now or, here with in force providing for the valuation or appraished of the premises, or any part thereof, prior to any sale or sales thereof which may be made pursuant to any provision he cin. c) pursuant to the decree, judgment, or order of any court of competent jurisdiction; and the Mortgagor hereby expressly waves all benefit or advantage of any such law or laws and covenants not to limiter, delay, or impede the execution of any power herein granted or delegated to the Mortgager, but to suffer and permit the execution of every now or although no such law or laws had been made or enacted. The Mortgagor, for itself and all who may claim under it or them, waves, to the extent that it may lawfully upon. It is fight to have the mortgagod property marshaled upon any foreclosure hereof.

  13. 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 a salable to the party interpretite tame in an action at law upon the Note.

  14. In case the premises, or any part thereof shall be taken by condendation to the premises. Or any part thereof shall be taken by condendation to the premises, or any part thereof shall be taken by condendation.

- 13. No action for the enforcement of the ien or of any provision hereot shall be subject to any defense which would not be good and a alable to the party interprinting immediate reduction of the indebtedness secured hereby, or not taken and all condemnation compensation to received shall be forthwith appited by the Mortgage and period for any property taken or for damages to any property not taken and all condemnation compensation to received shall be forthwith appited by the Mortgage and profits of the indebtedness shall be delivered to the Mortgagor or its successor or assigns.

  15. All avails, rents, issues and profits of the premises are piedged, assigned and transferred to the Mortgager, whether now due or hereafter to become due, under or give two of any lease or agreement for the use or occupancy of said premises, or any part thereof, whether said lease or agreement as written or verbal, and it is the intention here of (a) to piedge said rents, issues and profits of on a parity with said real existe and and secondarity and such price shall not be deemed merged in any toesconver decree, and (b) to entablish an absolute transfer and assignment to the Mortgager of all such teases and agreements and all the avails the condend advantageous to it, terminate or mortification in part and the power of the condendary and such part thereof, make leases for terms deemed advantageous to it, terminate or mortification of the profits of the prof

Mortgager in 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 of Mortgager on demand, with interest at the rate of Seventean (17 %) per annum in the event Mortgager shall have full 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 erection and completion of said buildings of buildings, to make and enter into any contracts and obligations wherever necessary, either in its own name or in the name of Mortgager, and to pay and discharge all debts, obligations and liabilities incurred thereby.

17. A reconveyance of said premises shall be made by the Mortgager to the Mortgager or full payment of the indebtedness aforesaid, the performance of the covenants and agreements herein made by the Mortgager, and the payment of the reasonable fees of said Mortgage and all provisions hereof, shall extend to and be building upon Mortgager and all provisions hereof, shall extend to and be building upon Mortgager and all provisions hereof, shall extend to and be building upon Mortgagor and all provisions hereof, whether or not such persons shall have executed the Note or this Mortgage.

19. MORTGAGOR DOES HEREBY WAIVE. TO THE EXTENT DEMANTED By Admitted to the Note or this Mortgage.

19. MORTGAGOR DOES HEREBY WAIVE, TO THE EXTENT PERMITTED BY APPLICABLE ILLINOIS STATUTE, ANY AND ALL RIGHTS OF RI DESIPTION FROM SALE UNDER ANY ORDER OR DECREE OF FORECLOSURE OF THIS MORTGAGE, ON ITS OWN BEHALF AND ON BEHALF OF EACH AND LVERY PERSON, EXCEPT DECREE OF JUDGMENT CREDITORS OF THE MORTGAGOR, ACQUIRING ANY INTEREST IN OR TITLE TO THE PREMISES SUBSEQUENT TO THE DATE OF THIS MORTGAGE.

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## UNOFFICIAL, COPY OF 1912

Ox Cook County Clark's Office

DEPT-01 RECORDING
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