

**UNOFFICIAL COPY** 86 082 852

**13<sup>00</sup>**

**Trust Mortgage**

**THIS INDENTURE, WITNESSETH:** That the undersigned, **SOUTH HOLLAND TRUST AND SAVINGS BANK**, a banking corporation duly

organized and existing under the laws of the **STATE OF ILLINOIS**, and qualified to do a trust business under and by virtue of 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 said Bank in pursuance of a Trust Agreement dated the January 30th 19 57, and known as Trust No. 19 hereinafter referred to as the Mortgage, does hereby grant, remise, release, alien and convey to **SUBURBAN FEDERAL SAVINGS AND LOAN ASSOCIATION**, a Corporation organized and existing under the laws of the United States, hereinafter referred to as the Mortgagee, its successors and assigns, the following real estate, situated in the County of **Cook**, in the State of Illinois, to-wit:

**Parcel 1:**

Lots 20, 21, 22, 23, 24 and 25 in Percy Wilson's Broadgate Addition to Arterial Hill, a Subdivision in the East 1/2 of the Northeast 1/4 of Section 17, Township 35 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois except that part of lot 20 condemned in Circuit Court Case No. 70 L 12318, described as follows: Beginning at the Southeast corner of said Lot 20; thence North on the East line thereof a distance of 10 feet; thence Southwesterly to the South line thereof to a point on said South line that is a 10 feet West of the point of beginning; thence East along said South line to the point of beginning.

**Parcel 2:**

Lot 35 in Block 1 in Harvey Highlands, being a resubdivision of Flaherty's Subdivision of the East 1/2 and the East 1/2 of the West 1/2 of the Northeast 1/4 of the Northeast 1/4 of Section 20, Township 36 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

**Parcel 3:**

Lots 34, 36, and 37 in Block 1 in Harvey Highlands, being a resubdivision of Flaherty's Subdivision of the East 1/2 of the East 1/2 of the West 1/2 of the Northeast 1/4 of the Northeast 1/4 of Section 20, Township 36 North, Range 14, East of the Third Principal Meridian (except part taken for streets), in Cook County, Illinois.

PIN 32 17 230 003 Parcel 1 550 Halsted Chicago Heights, Ill.  
29 20 205 034 Lot 37 15926 Halsted Street Harvey, Ill.  
29 20 205 035 Lot 36  
29 20 205 037 Lot 34  
29 20 205 036 Lot 35

TOGETHER with all the buildings and improvements now or hereafter erected thereon, including all gas and electric fixtures, plumbing apparatus, motors, boilers, furnaces, ranges, refrigerators, and all apparatus and fixtures of every kind, whether used for the purpose of supplying or distributing heat, refrigeration, light, water, air, power or otherwise, now in or which hereafter, may be placed in any building or improvement now or hereafter, upon said property; together with rents, issues and profits thereof which are hereby assigned, transferred and set over unto the Mortgagee, whether now due or which may hereafter become due under or by virtue of any lease, whether written or verbal, or any agreement for the use or occupancy of said property or any part or parts thereof, which may have been heretofore, or may be hereafter made or agreed to, or which may be made and agreed to by the Mortgagee under the power herein granted to it; it being the intention hereby to establish an absolute transfer and assignment to the Mortgagee of all such leases and agreements and all the avails thereunder, together with the right on the part of the Mortgagee to collect all of said avails, rents, issues and profits arising or accruing at any time hereafter and all now due or that may hereafter become due under each and every of the leases or Agreements, existing or to exist hereafter, for said premises, and of use such measures, legal or equitable, as in its discretion may be deemed proper or necessary to enforce the payment or security of such avails, rents, issues and profits, or to secure and maintain possession of said premises, to any party or parties at its discretion, with power to use and apply said avails, issues, and profits to the payment of all expenses, care and management of said premises, including taxes and assessments, and to the payment of any indebtedness secured hereby or incurred hereunder:

TO HAVE AND TO HOLD the said property, with said appurtenances, apparatus and fixtures; unto said Mortgagee forever, for the uses herein set forth.

TO SECURE the payment of a certain indebtedness from the Mortgagee to the Mortgagee in the principal sum of **ONE HUNDRED THIRTY FIVE THOUSAND AND NO/100** Dollars (\$ 135,000.00) together with the interest thereon as provided by a note of even date herewith made by the Mortgagee in favor of the Mortgagee evidencing said indebtedness, said principal and interest being payable in monthly installments on the **1st** day of each month, commencing with **June 1st** 19 **86**, until the entire sum is paid as provided in the Note heretofore mentioned. And to secure the performance of the Mortgagee's covenants herein contained:

M 719 392 mg

86 082 852

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COOK COUNTY  
RECORDERS

Box 927

Trust Mortgage

COOK COUNTY, ILLINOIS  
FILED FOR RECORD

1986 MAR -4 AM 10:40

86082852



LOAN NO \_\_\_\_\_

TO

SUBURBAN FEDERAL  
SAVINGS AND LOAN ASSOCIATION

Harvey, Illinois

Property of Cook County Clerk's Office

STATE OF ILLINOIS ss.  
COUNTY OF COOK

I, The Undersigned, a Notary Public, in and for said County, in the State aforesaid, DO HEREBY CERTIFY, THAT Jack Dalenberg Vice President of the SOUTH HOLLAND TR. & SAV. BANK and John Brunelle, Asst. Secretary of said Bank, who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Vice President and Asst. 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 Bank, for the uses and purposes therein set forth; and the said then and there acknowledged that he, as custodian of the Corporate Seal of said Bank, did affix the Corporate Seal of said Bank to said instrument as his own free and voluntary act and as the free and voluntary act of said Bank, as Trustee as aforesaid, for the uses and purposes therein set forth, as Trustee, and Not personally. GIVEN under my hand and Notarial Seal, 25th day of February A.D. 19 86

*[Signature]*  
Notary Public

Exp. 3-12-89

500 4178

258 280 98

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lory 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 indebtedness, costs, taxes, insurance or other items necessary for the protection and preservation of the property, including the expenses of such receivership; and upon foreclosure and sale of said premises there shall first be paid out of the proceeds of such sale a reasonable sum for attorney's or solicitors' fees, and also all expenses of advertising, selling and conveying said premises, and all moneys advanced for insurance, taxes or other items or assessments, outlays for documentary evidence, stenographers' charges, all court costs, master's fees and cost of procuring or completing an Abstract of Title or Quaranantee Policy or Torrens Certificate showing the whole title to said premises and including the foreclosure decree and the Master's Certificate of sale; then to pay the principal indebtedness, whether due and payable by terms hereof or not, and the interest due thereon up to the time of such sale, rendering the overplus, if any, unto the mortgagor, and it shall not be the duty of the purchaser to see the application of the purchase money; and in case of payment of said indebtedness, after filing of any complaint to foreclose this mortgage, and prior to the entry of a decree of sale, a reasonable sum for legal services rendered to the time of such payment shall be allowed as solicitors' fees, which, together with any sum paid for continuation of abstract, court costs, and stenographers' charges and expenses of such proceeding, shall be additional indebtedness hereby secured.

(6) That each right, power and remedy herein conferred upon the Mortgage 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 mortgagor or performance of any covenant herein of said obligation contained shall thereafter in any manner affect the right of the Mortgagee to require or enforce performance of the same or any other of said covenants.

THIS MORTGAGE IS EXECUTED BY SOUTH HOLLAND TRUST AND SAVINGS BANK

, 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

## SOUTH HOLLAND TRUST AND SAVINGS BANK

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 Note contained shall be construed as creating any liability on the said Mortgagor or on said personally to pay the said principal note or any interest that may accrue thereon, or any indebtedness accruing hereunder, or to perform any covenant either expressly or impliedly herein contained; all such liability, if any, being waived by said Mortgagee and by every person now or hereafter claiming any right or security hereunder and that so far as the mortgagor and its successors and said

SOUTH HOLLAND TRUST AND SAVINGS BANK

personally are concerned, said Mortgagee and the owner or owners of any indebtedness accruing hereunder shall look solely to the premises hereby conveyed for the payment thereof, by the endorsement of the lien hereby created, in the manner herein and in said Note provided.

The mortgagor hereby waives any and all rights of redemption from sale under any order or decree of foreclosure of this mortgage, on its own behalf and on behalf of each and every person, except decree or judgment creditors of the mortgagor, acquiring any interest in or title to the premises subsequent to the date of this mortgage. In the event there shall be decree or judgment creditors or any additional defendants, the Mortgagor agrees to execute such papers, waiving its right of redemption as stated above and notices to all additional dependants of the mortgagors election to waive its right of redemption, as the Mortgagee shall require.

IN WITNESS WHEREOF, SOUTH HOLLAND TRUST AND SAVINGS BANK not personally

but as trustee as aforesaid, has caused these presents to be signed by its Vice President

and its corporate seal to be hereunto affixed and

attested by its Asst. Secretary this 25th day of February

A.D. 19 86.

SOUTH HOLLAND TRUST & SAVINGS BANK  
as Trustee as aforesaid and not personally

BY   
Vice President

ATTEST:

  
Asst. Secretary

86 082 852

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(5) That upon the commencement of any foreclosure proceeding hereunder, the court in which such complaint or bill is filed may, at any time, either before or after sale, and without notice to the Mortgagee, or any party claiming under it, 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, 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 status-

(4) That time is of the essence hereof and if default be made in performance of any covenant herein contained or in making any payment under said Note or any extension or renewal thereof, or if proceedings be instituted to enforce either lien or charge upon any of said property, or if the Mortgagee 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 the Mortgagee and proceed immediately to foreclose this mortgage.

(3) That in the event the ownership of said property or any part thereof becomes vested in a person other than the Mortgagee, the Mortgagee may, without notice to the Mortgagee, deal with such successor or successors in interest with reference to this Mortgage and the debt hereby secured in the same manner as with the Mortgagee, and may forebear to sue or may extend time for payment of the debt secured hereby without discharging or in any way affecting the liability of the Mortgagee hereunder or upon the debt hereby secured;

(2) That it is the intent hereof to secure payment of said Note whether the entire amount shall have been advanced to the Mortgagee at the date hereof or at a later date, or having been advanced, there shall 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 amount named in said Note plus any amount or amounts that may be added to the Mortgage indebtedness under the terms hereof;

(1) That in case of its failure to perform any of the covenants herein, the Mortgagee may do on its behalf everything so covenanted; that said Mortgagee may also do any act it may deem necessary to protect the lien of this mortgage, including the payment of any tax or assessment, the making of repairs, the procuring of insurance, the discharging of any claim, lien or encumbrance and the purchasing of any tax title or claim against the premises, that it will immediately repay any moneys paid or disbursed by the Mortgagee for any of the above purposes and that such moneys together with interest thereon at the highest rate for which it is then lawful to contract shall become so much additional indebtedness secured by this mortgage and may be included in any decree foreclosing this mortgage and be paid out of the rents or proceeds of the sale of said premises, if not otherwise paid by it; that in the event the Mortgagee shall do or perform any of the foregoing acts which it is the obligation of said Mortgagee to perform, the performance thereof by said Mortgagee in behalf of said Mortgagee shall not be considered as a waiver of the rights of said Mortgagee to declare the sums hereby secured immediately due and payable, proceed to foreclose this mortgage and to take any and all other action herein or in the Note secured hereby, it being expressly understood and agreed that said Mortgagee shall retain all of its rights regardless of the performance by said Mortgagee of the acts hereinbefore, described; that it shall not be obligated upon the Mortgagee to inquire into the validity of any lien, encumbrance or claim in advancing moneys (or that debt) as above authorized and that nothing herein contained shall be construed as requiring the Mortgagee to advance any moneys for any purpose or to do any act hereunder; that the Mortgagee shall not incur any personal liability because of anything it may do or omit to do hereunder.

## B. THE MORTGAGEE FURTHER COVENANTS:

(1) EITHER to pay immediately when due and payable all general taxes, special assessments and other taxes levied or assessed upon said property or any part thereof and to deliver promptly receipts therefor to the Mortgagee upon demand; or pay such items in accordance with the terms of the Note of even date herewith; (2) To keep the improvements now or hereafter on said premises insured constantly against damage by fire, windstorm and such other hazards as the Mortgagee may require to be insured against, 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 company or companies and in such form as shall be satisfactory to the Mortgagee; anything herein to the contrary notwithstanding. All such insurance policies shall remain in full force with the Mortgagee during said period or periods and contain the usual Mortgage clause, making them payable to the Mortgagee, and in case of sale under foreclosure, payable to the owner of the Certificate of Sale; in case of loss, the Mortgagee is authorized to adjust, collect and compromise, in its discretion, all claims under such policies, and the Mortgagee agrees to sign, upon demand, all receipts, vouchers and releases required of it to be signed by the Insurance Company or companies; the Mortgagee shall have no duty to write, place or effect insurance on said mortgaged premises at any time or under any circumstances, and shall be under no duty to adjust, collect or compromise any claim or claims under said policies, but shall have merely the privilege and power of so doing if it sees fit; The Mortgagee shall not be liable for any negligence in connection with the writing, placing, effecting of such insurance or the adjustment, collection or compromise of any claim thereunder, but shall be liable only for its willful and deliberate wrongdoing; (3) Not to commit or suffer any waste of such property, and to maintain the same in good condition and repair; (4) To pay promptly all bills for such repairs and all other expenses incident to the ownership of said property in order that no lien of mechanics or materialmen shall attach to said property; (5) Not to suffer or permit any unlawful use of or any nuisance to exist upon said property; (6) Not to diminish or impair the value of said property or the security intended to be afforded by virtue of this mortgage by any act or omission to act; (7) To appear in and defend any proceeding which in the opinion of the Mortgagee affects its security hereunder, and to pay all costs, expenses and attorney's fees incurred or paid by the Mortgagee in any proceeding in which it may be made a party defendant by reason of this mortgage; (8) Not to suffer or permit without permission or consent of the Mortgagee being first had and obtained (a) any use of said property for a purpose other than that for which the same is now used; (b) any alterations, additions, removal or any of the improvements, apparatus, fixtures, or equipment now or hereafter upon said property; (c) a purchase upon 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 building or improvement upon said property; (d) a sale, assignment or transfer of any rights, title or interest in and to said property or any portion thereof, or any of the improvements, apparatus, fixtures or equipment which may be found in or upon said property.

## A. THE MORTGAGEE COVENANTS:

250 282 852