

UNOFFICIAL COPY

BOX 404

Loan No. 7306.5

(Corporate Trustee Form With ~~Special~~ Interest Payments) MONTHLY

86227869

S/102075 Oakland

THIS INDENTURE WITNESSETH: That the undersigned, 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 May 16, 1980 and known as trust number 1-0854, hereinafter referred to as the Mortgagor, does hereby Mortgage and Warrant to

SOUTHWEST FEDERAL SAVINGS AND LOAN ASSOCIATION

a corporation organized and existing under the laws of 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 95 IN CHERRY CREEK SOUTH PHASE III, BEING A SUBDIVISION OF PART OF THE EAST 1/2 OF THE NORTHEAST 1/4 OF SECTION 26, TOWNSHIP 36 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

8145 WEST 168th PLACE, TINLEY PARK, ILLINOIS 60477.

PERMANENT INDEX NO. - 27-26-205-011-0000 AD

Together with all buildings, improvements, fixtures or appurtenances now or hereafter erected thereon or placed therein, including all apparatus, equipment, fixtures, or articles, whether in single unit 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 attached to, or in, or on, the premises, or the furnishing of which by lessors to lessees is customary or appropriate, including screens, window shades, storm doors and windows, floor coverings, screen 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 premises, 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 set 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 mortgagees, lienholders and owners paid 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 (or its assigns), 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 Mortgagor does hereby release and waive.

TO SECURE

(1) the payment of a Note executed by the Mortgagor in the order of the Mortgagee bearing even date herewith in the principal sum of Three Hundred Twenty Five Thousand and No/100----- Dollars

(\$ 325,000.00), which Note, is payable on or before June 30, 1987, together with interest thereon as therein provided, payable semi-annually, to wit: and commencing the First day of June, 1986, until said indebtedness is paid in full.

(2) any advances made by the Mortgagee to the Mortgagor, or its successor in title, for any purpose, at any time before the release and cancellation of this Mortgage, but at no time shall this Mortgage secure advances on account of said original Note together with such additional advances, in a sum in excess of Three Hundred Twenty Five Thousand and No/100----- Dollars (\$ 325,000.00), 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.

(3) 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 an 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 heretofore due); and to furnish Mortgagee, upon request, duplicate 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 such other hazards as the Mortgagee may desire to be insured against and to provide public liability insurance and such other insurance as the Mortgagee may require, 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, through such agents or brokers, and in such form as shall be satisfactory to the Mortgagee; such insurance policies 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 deficiency, any receiver or redemptionman, or any grantee in a 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 to execute and deliver on behalf of the Mortgagor all necessary proofs of loss, receipts, vouchers, releases and acquittances required to be signed by the insurance companies, and the Mortgagor agrees to sign, upon demand, all receipts, vouchers and releases required of him to be signed by the Mortgagee for such purpose; and the Mortgagee is authorized to apply the proceeds of any insurance covering the restoration of the property or upon the indebtedness hereby secured in its discretion, but interest payments shall continue until said indebtedness is paid in full; (4) Immediately after destruction or damage, to commence and promptly complete the rebuilding or restoration of buildings and improvements now or hereafter on said premises, unless Mortgagee elects to apply on the indebtedness secured hereby the proceeds of any insurance covering such destruction or damage; (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 nor 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, (c) any 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 any buildings or improvements on said property.

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 semi-annually to the Mortgagee, in addition to the above payments, a sum estimated to be equivalent to one-half of such items, which payments may, at the option of the Mortgagee, (a) be held by it and commingled with other such funds of its own funds for the payment of such items; (b) be carried in a savings account and withdrawn by it to pay such items; or (c) be credited to the unpaid balance of said indebtedness as received, provided that the Mortgagee advances upon this obligation a sum sufficient to pay said items as the same accrue and become payable. If the amount estimated to be sufficient to pay said items is not sufficient, the undersigned promises to pay the difference upon demand. If such items are held or carried in a savings account, the same are hereby pledged to further secure this indebtedness. The Mortgagee is authorized to pay said 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 advances 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 advances 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 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 it may deem necessary to protect the lien hereof; that Mortgagor 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 it is then liable to contract shall become as much additional indebtedness secured by this mortgage with the same priority as the original indebtedness 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 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 incur any personal liability because of anything it may do or omit to do hereunder.

E. That it is the intent hereof to secure payment of said debt and obligation whether 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 any part thereof becomes vested in a person other than the Mortgagor, the Mortgagee may, without notice to the Mortgagor, 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 Mortgagor, and may extend time for payment of the debt, secured hereby, without discharging or in any way affecting the liability of the Mortgagor hereunder or upon the debt hereby secured.

Box 404

86227869

02630-12

Chicago, Illinois 3525 West 63rd Street Mary McNally

THIS INSTRUMENT WAS PREPARED BY:

DEPT-10 RECORDING 11.00
#444# 98/90/90 27:00
D # 77971# 9827-22-98

GIVEN under my hand and Notarial Seal, this 16th day of May A.D. 1986

ASS'T. Secretary, they signed and delivered the said instrument as Vice President and ASS'T. Secretary of said corporation and caused the corporate seal of said corporation to be affixed thereto, pursuant to authority, given by the Board of Directors 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 purposes therein set forth.

Instrument, appeared before me this day in person and severally acknowledged that as such Vice President and ASS'T. Secretary of said corporation, and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, and Jeanette Mau personally known to me to be the Vice President of Bridgview Bank and Trust Company

and for said County, in the State aforesaid, DO HEREBY CERTIFY THAT Marie A. Arnold Vice President of Bridgview Bank and Trust Company

STATE OF ILLINOIS }
COUNTY OF COOK }
I, Edwina Gaskin }
a Notary Public in and for said County, in the State aforesaid, do hereby certify that the foregoing instrument was executed by the said Marie A. Arnold, Vice President of Bridgview Bank and Trust Company, and Jeanette Mau, Assistant Secretary of said corporation, and that the said instrument was duly acknowledged by the said Marie A. Arnold and Jeanette Mau, and that the corporate seal of said corporation was duly affixed thereto, and that the said instrument was duly recorded in the office of the Recorder of Deeds for said County, in the State aforesaid, on this 16th day of May, A.D. 1986.

ATTEST: Marie A. Arnold, Vice President of Bridgview Bank and Trust Company

Secretary, this 16th day of May A.D. 1986

be signed by its Vice President, and its corporate seal to be hereon affixed and attested by its ASS'T. Secretary, has caused these presents to

IN WITNESS WHEREOF, the undersigned corporation, not personally but by its Trustee as aforesaid, has caused these presents to be signed by its Vice President, and its corporate seal to be hereon affixed and attested by its ASS'T. Secretary, this 16th day of May A.D. 1986.

ASS'T. Secretary, they signed and delivered the said instrument as Vice President and ASS'T. Secretary of said corporation and caused the corporate seal of said corporation to be affixed thereto, pursuant to authority, given by the Board of Directors 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 purposes therein set forth.

11.00

11.00

86-227869

63822298

26227869

The interest to be charged on this indebtedness shall be:

The prime rate plus 2% as published in the Wall Street Journal on the first business day of each calendar month. The Prime Rate is defined as the rate as published in the Wall Street Journal and is the base rate on corporate loans at large U. S. money center commercial banks.

At no time shall the interest charged on this loan be less than 11%.

Interest shall be payable monthly in advance from date of disbursement on the unpaid balance remaining from time to time beginning on the First day of . . . June . . . , 1986 . . .

The entire indebtedness both principal and interest evidenced by this Note, if not sooner paid, shall be due and payable on June 30 , 19 87 .

Property of County Clerk's Office