## UNOFFICIAL COPY

M	O	R	TG	A	G	Ξ

MORTGAGE		\$ 00 °Z	THE ABOVE SPACE	E FOR RECORDER'S USE	ONLY
THIS INDENTURE, made June 20		, beiween First Sti	ata Bank & Trust	Company of Franklin	Parl
not personally, but as Trustee under agreem	ent dated Augus First State Banl	st 11 & Trust Com	pary of Franki	i as Trust No. 1032	
not personally, but as Trustee under agreeme (herein referred to as "Mortgagor,") and Corporation of III:	inois , doing busines	ım Franklin P	ark	, Illinois, (herein referi	red to
as "Mortgagee,")					
THAT WHEREAS Mortgagor is justly ind	WITNS debted to Morteagee in the	SSETH For	ty Two Thousan	d and No/100	
dollars (3) evide	inced by a certain Promisi	soly mote of eyen da	ite nerewith executet	i dy mortragor, davable t	to the
order of the Mortgagee and delivered, by w	rate of 10 172er cent	mises to pay said pri	incipai sum and intel innum prior to matul	est on the balance of princity, at the office of Mort	ncipa gagee
remaining from time to time unpaid at the in Franklin Park	Illinois, in sixty	successive	e monthly installmer	its commencing	
August 1,	each, and said last	iate of each month t installment to be th	nerearter, au except he entire unpaid bala	the fast of said installmen nee of said sum, together	nts to with
interest on the principal of each installment colorion, including reasonable attorneys' fees,	t after the original maturit	ty date thereof at	1.3 % per annum	; together with all costs o	f col-
NOW TREATORY the Mortgagor to secure	the payment of said Note in	caccordance with its ter	ims and the terms, prov	isions and limitations of this	Mort-
gage, and all extensions and renewals thereof, and and every kind now or hereat', owing and to be	I for the further purpose of se- scome due from the Mortgage cornered incorred acidensed	or to the Mortgagee or	any and all obligations, to the holder of said No notice under the Note of	indeptedness and habithes to ale of to the Assignee of the rable mortage or ander the	Mort-
gagee during the term of the morphage, howsoever instrument, obligation, contract of agreement of an wise and whether direct, indirect, primary, second	dars, fixed or contingent, top	ether with interest and	i charges as provided in	i said Note and in any other a	agree.
ments made by and between the racies herein, an	nd including all present and tu lications of third parties to Me	iture indebtedhess meur ittravect and of present	rred or arising by reason and future in Jebtednes	i of the guarantee to Mortgag s originally owing by Mortgai	tee by Ror to
third parties and assigned by said third parties to M	lortgagee, and any and all rene r to be performed, and also in	swals or extensions of a consideration of One D	ny of the foregoing, and bollar in hand paid, the r	the performance of the cove ecent whereof is hereby ack	mants
edged, does by these presents Mortgage to the Mort and State of Illinois, to wit:					
Lot 46 In Central Pont.  (except the East 333 fe	ent thereof) of th	ne North West	fractional 1/4	of Section 10,	
Township 41 North, Real the plat thereof record	ge 12 East of the	Third Princip	al Meridian, a	ceording to	
Swhich, with the property hereinafter described, is	Teleficial to be ten as the "bi	mmer 14107922 remises". 07-7	111 COOK COUNT	0 7 ///	
FOGF THER with all improvements, tenements and during all such times as Mortgagor may be on	s, easemen's, tivitures and api	ourtenances thereto befo	onging, and all rents, as	ues and profit thereof for so	i long
apparatus, equipment or articles now or hereafter	therem of fact on used to su luding (without re-tricting th	pply heat, gas, air cond e-foregoing), wreens, w	itioning, water, light, po indow shades, storm de	ower, refrigeration (whether core	single rines.
inador beds, awnings, stoves and water heaters. All is agreed that all similar apparatus, equipment or a	of the foregoins is a school	to be a mart of said real	Lestate whether physica	lly attached thereto or not a	ansl it
part of the real estate.  TO HAVE AND TO HOLD the promises unto					
This Mortgage consists of two pages. The coveria gagor to keep the premies in repair, insured and t	ants, conditions and provise n	s at pearing on page 2 (t	the reverse side hereof):	among other things, require 3	Mort-
meh repairs, insurance, prior liens and taxes paid be acceleration of maturity of the Note and forectom	hy Mortgagee constitute addi	ti⊂uui indebtedness sec	rured hereby, provide fo	or tax and insurance deposit:	s. for
and are incorporated herein by reference, are a paid in the event Mortgagor sells or conveys the pren	at hereof, and shall be buidir	rk on the Morrkaker an	ig those claming enton	ku u.	
person or persons other than Mortgagor, Mortgager	e shall have the option of de A thereto unless prant for sic.	claring imm d) (ci) due h sale or conservance M	e and payable all unpaid fortgagee shall have cor	i installments on the Note am mented thereto in writing and	d the
prospective purchasers of grantees shall have execute and conditions of said Sofe and this Mortgage.	ed a written agreement in for	m satisfactory to the M	ortgagee assuming and a	precing to be bound by the t	ermi
This mortgage is executed by First State B ercise of the power and authority conferred upon	lank & Trust Company	of Franklin Pork	and personally but as	Trustee as aforesaid, in the	t gar id by
every person now or hereafter claiming any right or	r security hereunder that noti	sing contained herein of	r in ine Note secured by	' this mortgage shall be const	rued
as creating any liability on First State Bank 8 sonally to pay said Note or any interest that may a herein contained, all such liability, if any, being exp	R Trust Company of P secree thereon, or any indebte needs waised and that are re	carrector care or on doess accruing hereund covery on this mortgage	e and the Note secured	is under suid trust agreement venants either express or impliereby shall be solety against	per- plied Land
out of the property hereby conveyed by enforcement of the property hereby conveyed by enforcement of said Note.	ent of the provisions hereof	and of said Note, but I	this wasver shall in no w	ay affect the personal liabilit	ty of
IN WITNESS WHEREOF First State Br	ank & Trust Company	of Franklin Park	, not personally by	t as Trustee as aforesaid,	lias
caused these presents to be signed by its (Executive) (Assistant) (V	cutive) (Assistant) (Vice P Vice President) (Trust Off	resident) (Trust Offi leer) the day and yo	ear first above writ.	e seal to be nereunto arti	xeq
First State Bank & Trust Company o	f Franklin Park As To	istee as aforesaid an	id not personally,	700	,
STATE OF ILLINOIS COUNTY OF COOK John P. Evans and Eve	Con Toba Dr Fue	ne (loxxe	enting) (Assistant) (V	ice President) (T <b>eiscalti</b> k	and k
Attest	John F. Eva	(EX80	(MWB) (Assistant) (VI	CSPANICALIO (Trust Offic	cer)
STATE OF ILLINOIS \ es 1	em.,	drord Hope A	A. Pingitore	THE SECTION OF SECTION	<del></del>
John P. Evans and Eve	my Public in and for sa Flyn D. Bradtord	id County, in the	state aforesaid, DO	HEREBY CERTIFY, C	mat
(Essentive) (Assistant) (Vice President) (Pa (Assistant) (Vice-President) (Trust Officer) of s	NAXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX	ate Bank & Trust	Company of Fran	ıklin Park and (l%880K)	XXX.
to the foregoing instrument as such (Seeped	twex (Assistant) (Vice Pre	sident) x x mm k (2£860)	ex), and (XXXXXXXXXXXXX	(Assistant) (XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX	KX)
(Trust Officer), respectively, appeared before their own free and voluntary act and as the fr	ree and voluntary act of sa	id Bank, as Trustee a	as aforesaid, for the t	ises and purposes therein	set
forth, and the said (Expositive) (Assistant) (V	/ice President) (T <b>ass</b> の列 of the cornorate seal of	<b>x≉∤</b> \$¶hen and there said Bank, did affix	eacknowledged that the seal of said Ban	said <b>(1900-1904)</b> (Assista ik to said instrument as s	mt) wid
(Hiscourize) (Assistant) (Vicustresident's) (Tr Trustee as aforesaid, for the uses and purpose	nist Officer's) own free a	nd voluntary act and	d as the free and vo	luntary act of said Bank,	, as
Given under my hand and Notarial Scal th	is 20th	day o	f June	19_{	86
This Document Prepared By: Evelyn D. Bradford	*** ** ** *** *** *** *** *** *** ***		. (1)	0-1	
Evelyn D. Bradford 10101 W. Grand Avenue			Notary Public	Jun glan	_ <u>v</u>
Franklin Park, Il. 60131		(	My Commission	Expires Feb. 16, 1983	Ċ
C. Marie Control of the Control of t	Company	ABOXT DESCRIBE	TO PROPERTIE MENTE	SERT STREET ADDRESS	نواز (O
) STREET OF FRANKLIN PARI	K	9525 Cu1	ver St., Den 1	laines, Il	Ē
10101 WEST GRAND AN INSTRUCTIONS FRANKLIN PARK, ILLING					
RECORDER'S OFFICE BOX NUMBER	t	The section of the se	100000	(3)	

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

1. Stortgagor covenants and agrees to pay said indebtedness and the interest thereon as neven and in said Note or other estidence thereof provided, or according to any agreement extending the time of payment thereof. (2) In pay when due and before any penalty attaches thereto all taxes, special taxes, special assessments, water charges, against said premises discloding those heretofore due, and to turnish Montaggee, upon request, duplicate receipts therefore, and all such items extended against and premises shall be conclusively deemed valid for the purpose of this requirement; (3) To keep the improvements now or hereafter upon said originate and sunsy require, until said indebtedness is fully paid, or in case of foreclosure, until expitation of the period of redemption, for the full insurable value thereof, in such companies, and much form as shall be satisfactory to the Mortgagee; such mirrance policies shall remain with the Mortgagee during said period or periods, and contain the assaid claims thereunder and to execute and deliver on behalf of the Mortgage; and in case of foreclosure sale payable to the coving and period or periods, and contain the assaid claims thereunder and to execute and deliver on behalf of the Mortgage; and in case of foreclosure sale payable to the owner of the certificate of sake, owner of any deficiency, any recurrence of the deliver on behalf of the Mortgage; and an order such problems, the Mortgage is authorized to adjust, collect and compromise, in the distinction, all receipts, vouchers, and releases required of it to be signed by the Mortgage is authorized to apply the proceeds of any insurance claim to the restoration of buildings and improvements now or hereafter on said premises, unless Mortgagee is authorized to apply the proceeds of any insurance covering such destruction or damage, to be improbed in paying the proceeds of any insurance covering such destruction or damage. (5) To keep said premises in quality after destruction or damage, to commence and promptly complete t

2. In addition to the monthly payments of principal and interest payable under the terms of the Note, the Mortgagor agrees to pay to the holder of the Note, such sums as may be specified for the purpose of establishing a reverve for the payment of premiums on policies of fire insurance and such other hazards as shall be required hereunder covering the mortgaged property, and for the payment of taxes and special assessments a coung on the property (all as estimated by the holder of the Note), such sums to be held by the holder of the Note without any allowance for interest, for the payment of such premiums, taxes and assessments provided that such request whether or not complete with shall not be construed to affect the obligations of the Mortgagor to pay such premiums, taxes and assessments, and to keep the mortgaged premises moving against those or damage by the or lightning. It, however, payments made hermofer for taxes, such secula assessments. It amounts collected for the purpose aboresand exceed the amount necessary to make such payment, such excess shall be credited on subsequent payments for these purposes to be made by Mortgagor.

A. The property and most sollected to the desertion of the Note and to the sollected to the payments of the Note and to the Note and the sollected to the payments for the Note and the sollected to the purpose aforesand exceed the amount necessary to make such payment, such excess shall be credited on subsequent payments for

3. The privilege is granted to make prepayments on principal of the Note on any interest payment date upon thirty days prior written notice; problem successful the Note on any interest payment date upon thirty days prior written notice; problems successful the Note on any interest payment date upon thirty days prior written notice; problems successful the Note on any interest payment date upon thirty days prior written notice; problems successful the Note on any interest payment date upon thirty days prior written notice; problems and written and the Note on any interest payment date upon thirty days prior written notice; problems and written and the Note on any interest payment date upon thirty days prior written notice; problems and written and writt

4. Mortgagee may collet a late charge equal to one-tenth (1/10th) of one per cent (1%) on the unusud balance of the indebtedness hereby secured for each aggregate monthly payment of principal in rest, taxes, assessments, insurance premiums, or other charges, more than fifteen (15) days in arrears, to cover the extra expense involved in handling definiquent payment.

in handling definiquent payment

5. Mortgagin agrees that M at agree may employ counsel for advice or other legal service at the Mortgagies's discretion in connection with any dispute as to the debt hereby secured or the fen of this lin' council, or any litigation to which the Mortgagies may be made a party on account of this lien or which may affect said debt or lien and any reasonable actioney's fees so incurred shall be added to and be a part of the debt hereby secured. Any costs and experies a assonably incurred in the forecourse of this mortgagie and sale of the property securing the same and in connection with any other dispute or litigation affecting said decision, including reasonably estimated amounts to conclude the transaction, shall be added to and be a part of the debt hereby secured. All such amounts shall be payable by the Mortgages to the Mortgages on demand, and if not paid shall be included in any decree or judgment as a part of said mortgage debt and shall include interest at the rate of the property of the manner deemed.

(3) per cent (13) per sonoum.

mortgage debt and shall include interest at the rate of 1.5 per cent (1.3 %) per annum.

6. In case of default therein, Mortgagee as i, but need not, make any payment or perform any act herein required of Mortgagor in any form and manner deemed expedients, and may, but need not, make full or part also payments of principal or interest on prior encumbrances, if any, and purchase, discharge, compromise or settle any tax hen or other prior lien or title or claim thereof, or deem from any tax sale or forfeiture affecting said premises or contest any tax or assessment. All moneys paid for any of the purposes herein authorized and all expenses paid or incurred in connection therewith, including attorners' fees, and any other moneys devanced by Mortgagee its discretion to protect the premises and the lien hereof, ship he so much additional indebtedness secured hereby and shall become immediately disc and payable without notice and with interest thereon at the rate of 13 cont (1.3 %) per annum. Inaction of Mortgagee shall never he considered as a waiver of any right appropriate make of the payment hereby authorized relative to taxes or inaction of Mortgagee shall never he considered as a waiver of any right appropriate make of the payment hereby authorized relative to taxes or inaction of Mortgagee shall never he considered as a waiver of any right appropriate make of the payment hereby authorized relative to taxes or inaction of Mortgagee shall never he considered as a waiver of any right appropriate make of the payment hereby authorized relative to taxes or inaction of Mortgagee shall never he considered as a waiver of any right appropriate make of the payment hereby authorized relative to taxes or inaction of Mortgagee shall never he considered as a waiver of any right appropriate make of the payment hereby authorized relative to taxes or inaction and the payment hereby authorized relative to taxes or inaction and the payment hereby authorized relative to taxes or inaction and payment and payment hereby authorized t

7. Mortgagee making any payment hereby authorized relating to taxes or assessments, may do so according to any bill, statement or estimate produced from the appropriate public office without inquary into the accuracy of each bill, statement or estimate or into the validity of any tax, assessment, sale, forfesture, tax lien or title or claim thereof.

agriculted by or on behalf of Mortgagee and similar or the actuary of the decre) of the decre). To represent the similar and summers with representations and summers and continue of the decre) of the 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 or on any other obligation secured hereby, or (b) when default shall occur and continue for this, 0.7% in the performance of any other agreement of the Mortgages hall become contained.

9. When the indebtedness hereby secured shall become due whether 'y' acceleration or otherwise, Mortgages eshall have the right to forcelose the lien hereof. In any suit to forcelose the hereof, there shall be allowed and included as according to the decree for sale all expenditures and expenses which may be paid or included by or on behalf of Mortgagee for sationeys' fees, appraishers' fees, outly a for documentary and expert evidence, stemographers' charges, publication costs and custs (which may be estimated as to items to be expended after entry of the decree) of procuring all such abstracts of title, title searches and examinations, guarantee policies, Torrens certificates and similar data and assurances with respect to title as Mortgage or my deem to be reasonably necessary either to prosecult such suit or to evidence to bidders at any sale which may be had pursuant to such decree the true condition ( the litle or the value of the premises. All expenditures and expenses of the nature in this

paragraph munitioned shall become at much additional indebtedness secured hereby and consedurely due and payable with interest thereon at the rate of 13 per

cent ( 13 %) per annum, when paid or incurred by Mortgage in connection; it? (a) any proceeding, including probate and bankruptcy proceedings, to which my breathered suit or proceeding which might affect the premises or the security hereof whe fee or not actually commenced; or (c) preparations for the defense of any stirt for the foreclosure hereof after actual of such right to foreclose whether or not actually commenced; or (c) preparations for the commencement of any suit for the foreclosure hereof after actual of such right to foreclose whether or not actually commenced.

10 The proceeds of any foreclosure sale of the premises shall be distributed and applied in the following 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 air graph hereof, second, all other items which under the terms hereof constitute secured indebtedness additional to that evidenced by the Note with interest thereon as her in provides; thud, all principal and interest remaining unpaid on the Note, fourth, any overplus to Mortgagor, its successor or assigns, as their rights 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 fitting of suit to foreclose this Mortgage, the Court in which such with filed may appoint a receiver of tail premises. Such appointment may be made either hefore or after sale, without notice without regard to the then value of the premises of whether the same shall be then occupied as a homestead or not, and the Mortgage may be appointed as such receiver. Such receiver shall have power to collect the rents, result and profits of said premises during the pendency of such foreclosure sail and, in case of a sale and a deficiency, during the full statutory period of redemption, whether the charge the redemption or not, as well as during any further times when Mortgagotts, except for the intervition of such freezes, would be entitled to collect such rents, issues in r. o. ot, and all other powers which may be necessary or are usual in such cases for the protection (including maintaine and repairs), possession, control, management and operate in other hand which may be necessary or are usual in such cases for the protection (including maintaine and repairs), possession, control, management and operate in of the premises during the whole of said period. The Court from time to time may authorize the receiver to apply the net more on this hands in payment in whole or in mart. (\*1) the indebtaidness secured hereby, or evidenced by any decree foreclosing this Mortgage, or any tax, special assessment or other lien which may be or become superior to the lien hereof or of such decree, provided such 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 unon or need or warm management and the promise decree of the product of the court of t

application is made prior to foreclosure sale; (2) the deficiency in case of a sale and deficiency.

12. The Morrgagor will not at any time insist upon, or plead, or in any manner whatsoever claim or take any benefit or advantage of, any stay or extension or more-torium law, any exemption from execution or sale of the permitses or any part thereof, wherever ensured now or at any time in referenced, which may affect the terms and coverants or the performance of this Morrgage, not claim, take, or mass upon any benefit or advantage of any law now or hereafter in force providing for the valuation or appraisal of the premises, or any part thereof, pilor to any sale or sale a thereof which may be made pursuant to any provision herein or pursuant to the decree, judgment or order of any court of competent) jurisdiction; and the Morrgagor hereis expressly waives all hereifs or advantage of any such law or save, and coverants not to hinder, delay, or impede the execution of any power herein granted or delegated to the Morrgagor, for itself and all who may claim under it or them, waives, to the extent that it may lawfully do on all right to have the morrgaged property markined upon any forectionare bereof.

13. No action for the enforcement of the home of the form of the enforcement of the home of the same of the sa

13. No action for the enforcement of the ben or of any provision rereof shall be subject to any defense which would not be good and available to the party interposing in an action at law upon the Note.

13. In action for the enforcement of the hen or of any provision reterof shall be subject to any defense which would not be good and example to the party interposing same in an action at law upon the Note.

14. In case the permises, or any part thereof, shall be laken by condemnation, the Mortgager is hereby empowered to collect and recorged compensation which may be paid for any property taken or for damages to any property not taken and all condemnation compensation as received shall be forthwith applied by the Mortgager as at many clerct, to the immediate reduction of the indebtedness shall be delivered to the Mortgager or to the repair and restoration of any property so damaged, proved (1-va) and excess over the amount of the indebtedness shall be delivered to the Mortgager or and the successor of the succe

wherever necessary, either in its own name or in the name of mortgagor, and to pay and uncharge an usual congestions has based on the develop-17. A reconveyance of said premises shall be made by the Mortgagor of the Mortgagor on full payment of the indebtedness aforesaid, the performance of the covenants and agreements herein made by the Mortgagor, and the payment of the reasonable fees of said Mortgagee.

18. This Mortgage and all provisions hereof, shall extend to and be binding upon Mortgagor and all persons claiming under or through Mortgagor, and the word "Mort-gagor" when used herein shall include all such persons and all persons liable for the payment of the indebtedness or any part thereof, whether or not such persons shall have executed the Note or this Mortgage.

19. MORIGAGOR DOES HEREBY WAIVE. TO THE EXTENT PERMITTED BY APPLICABLE BELINOIS STATUTE, ANY AND ALL RIGHTS OF REDEMPTION ARTE UNDER ANY ORDER OR DECRET OF LORI CLOSURE OF THIS MORIGAGE, ON ITS OWN BEHALF AND ON BEHALF OF EACH AND EVERY PERSON, EXCEPT DECRET OR UPDAILNESS OF THE MORIGAGOR, ACQUIRING ANY INTEREST IN OR TITLE TO THE PREMISES SUBSEQUENT TO THE DATE OF THIS MORIGAGE.

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Aroperty of Cook County Clerking Section 18 8 6 2 6 6 4 3 8 5 Office

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