

THIS INSTRUMENT WAS PREPARED BY:  
HOWARD A. MC KEE  
111 W. Monroe St.  
Chicago, Ill. 60603

UNOFFICIAL COPY

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MORTGAGE

86289480

THE UNDERSIGNED, YACOB RAYYAN and MARTHA RAYYAN, his wife  
of \_\_\_\_\_, County of Cook, State of Illinois, hereinafter  
referred to as the Mortgagor, does hereby mortgage and warrant to THE FIRST NATIONAL BANK OF NILES, a  
national banking association having its principal office in the Village of Niles, County of Cook, State of Illinois,  
hereinafter referred to as the Mortgagee, the following real estate in the County of Cook, in the State  
of Illinois, to wit:

Lot 34 (except the West 31.33 feet thereof) in West Oaks Subdivision  
Unit One, being a Subdivision in Section 15, Township 41 North, Range  
12, East of the Third Principal Meridian, in Cook County, Illinois.

PROPERTY ADDRESS: 3900 West Emerson, Des Plaines, Illinois

PERMANENT INDEX NO. 09-15-218-175

Together with all buildings, improvements, fixtures or appurtenances now or hereafter erected thereon or placed thereon, including all apparatus, equipment, fixtures or articles, whether or not  
separately controlled, used in such business, or containing water, light, power, refrigeration, ventilation or other services, and any other thing now or hereafter located on the premises, the  
building of which by means of fixtures or appurtenances, including all pipes, conduits, shades, screens, doors and windows, glass coverings, water fixtures, and floor beds, benches, tables, wash  
basins, refrigerators, washing machines, clothes dryers, and all other such appurtenances, and all other things now or hereafter declared to be a part of said premises, whether or not  
separately controlled, and all other things now or hereafter declared to be a part of said premises, which are hereby pledged, assigned, transferred and set over unto the Mortgagee, whether or not  
hereafter to become due as provided herein. The Mortgagee is hereby subrogated to all the rights of all mortgagees, bondholders and lenders paid off by the proceeds of the sale hereof secured.

TO HAVE AND TO HOLD: the said property, with said buildings, improvements, fixtures, appurtenances, appurtenances and equipment, unto said Mortgagee, her heirs, assigns and assigns, to have and to hold  
unto them and their heirs, assigns and assigns forever, unto the full payment of the principal sum of said mortgage, with interest thereon, and all other charges and costs thereon, and to the  
benefit of the said Mortgagee, her heirs, assigns and assigns, and to the benefit of all mortgagees, bondholders and lenders paid off by the proceeds of the sale hereof secured.

TO SECURE: (1) The payment of a Note executed by the Mortgagor to the order of the Mortgagee bearing even date herewith in the principal sum of **FIFTY-SEVEN  
THOUSAND AND 00/100**

Dollars \$ **57,000.00** which Note together with interest  
thereon is hereby provided as payable in monthly installments of **Six Hundred Twelve and 54/100**

Dollars **612.54**

commencing the **1st** day of **September** 19**86** which payments are to be applied first to interest

and the balance in principal until said indebtedness is paid in full. (2) The performance of other agreements in said Note, which are hereby incorporated herein and made a part hereof, and which are  
valid, among other things, for the said monthly payments of principal and interest, and for the redemption of the said Note, and for the payment of all taxes, assessments, insurance premiums and other charges  
which are payable by the Mortgagor, and for the performance of all the covenants and obligations of the Mortgagor in the Mortgage, as contained herein and in said Note.

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THE MORTGAGOR COVENANTS

A. (1) To pay said indebtedness and the interest thereon as herein and in said Note provided, or according to any agreement extending the time of payment hereof; (2) To pay when due and  
before any penalty attaches thereto all taxes, special taxes, special assessments, water charges, and sewer charges against said property, including those hereafter levied, and to furnish the Mortgagee  
upon request duplicate receipts therefor; and all such items extended against said property shall be conclusively deemed paid for the purpose of this instrument; (3) To keep the premises free of  
hereafter upon said premises insured against damage by fire, and such other hazards as the Mortgagee may require to be insured against, and to provide public liability and auto liability insurance  
on the Mortgagee may require, until said indebtedness is fully paid or in case of fire or other casualty, until expiration of the period of redemption for the full, insurable value hereof, on such companies and in  
such form as shall be satisfactory to the Mortgagee, such that the proceeds shall remain with the Mortgagee during said period in period, and contain the check (which may be payable to the  
Mortgagee, and in case of fire, loss or damage payable to the owner of the certificate of sale, owner of any deficiency, any receiver or redeemer, or any grantee, as a Master of the Mortgagee's deed, and  
in case of loss under such policies, the Mortgagee is authorized to adjust, settle and compromise in its discretion, all claims thereunder and to execute and deliver on behalf of the Mortgagee, in its  
sole and absolute discretion, receipts, releases and acquittances required to be signed by the insurance companies, and the Mortgagee agrees to sign, upon demand, all receipts, releases and releases  
required of it to be signed by the Mortgagee for such purpose, and the Mortgagee is authorized to apply the proceeds of any insurance claim to the restoration of the property or upon the indebtedness  
hereby secured in its discretion, but monthly 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 the Mortgagee elects to apply the proceeds of the indebtedness secured hereby to 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) To comply with the provisions of any lease of this Mortgagee is on a leasehold; (7) To perform all obligations under any declaration, covenant, by-law, regulation, and contractual documents  
governing said premises if the Mortgagee is on a condominium or a planned unit development; (8) Not to make, suffer or permit any unlawful use of or any nuisance to exist on said property nor to  
disturb nor impair its value by any act or omission to act; (9) To comply with all requirements of law with respect to mortgages, mortgages and the use thereof; (10) Not to make, suffer or permit  
in violation of 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, additions, demolition,  
removal or sale of any 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 on or upon any buildings or improvements on said property; (d) any sale, assignment or transfer of any right title or interest in  
and to said property or any portion thereof; (11) To complete within a reasonable time any buildings or improvements now or at any time in process of erection upon the said premises; (12) 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.

B. That in case of failure to perform any of the covenants herein, Mortgagee may do on Mortgagee's behalf everything so covenanted, that said Mortgagee may also do any act it may deem necessary  
to protect the lien hereof, that Mortgagee will retain upon demand any moneys paid or disbursed by Mortgagee for any of the above purposes and such moneys together with interest thereon shall  
(10%) per cent per annum shall become so much additional indebtedness secured by this Mortgagee 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 insure into the value of any lien, encumbrance or  
claim in advancing moneys as above authorized, but nothing here 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.

C. That in the event hereof to secure payment of said Note whether the entire amount shall have been advanced to the Mortgagee at the date hereof or a later date, or having been advanced  
shall have been repaid in part 86289480 86289480 86289480

D. 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 said  
premises in respect with reference to this Mortgage and the debt herein secured in the same manner as with the Mortgagor, and may foreclose or sue or may extend time for payment of the debt secured  
herein, without discharging or in any way affecting the liability of the Mortgagee hereunder or upon the debt hereby secured.

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Note or other instrument in the event hereof, and if default be made in performance of any covenant herein contained or in making any payment under said...

F. That upon the commencement of any foreclosure proceeding hereunder, the court in which such bill is filed may, at any time, either before or after...

G. In case the mortgaged property, or any part thereof, shall be taken by condemnation, the Mortgagee is hereby empowered to collect and receive all...

H. All covenants, rents, issues and profits of said premises are pledged, assigned and transferred to the Mortgagee, whether now due or hereafter to...

I. That each right, power and remedy herein conferred upon the Mortgagee is cumulative of each other right or remedy of the Mortgagee, whether here or...

IN WITNESS WHEREOF, we have hereunto set our hands and seals this 10th day of July, A.D. 1986

Yacoub Rayyan  
YACCOUB RAYYAN (SEAL)

Martha Rayyan  
MARTHA RAYYAN (SEAL)

DEPT-01 RECORDING \$11.25  
TR3333 TRAM 2904 07/11/84 504 04 00  
#1920 # A \* - 86 - 289480  
COOK COUNTY RECORDER

STATE OF ILLINOIS }  
COUNTY OF } SS.

I, the undersigned

a Notary Public in and for said County, in the State aforesaid, do hereby certify that YACOUR RAYYAN and MARTHA RAYYAN, his wife

personally known to me to be the same persons or persons whose names are 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 use and purposes therein set forth, including the release and waiver of all rights or for any homestead, exemption and valuation laws.

GIVEN under my hand and Notarial Seal this 10th day of July, A.D. 1986

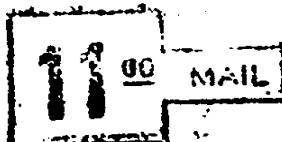
J. J. Huber  
Notary Public

My commission expires: 5/18/88

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MAIL TO:  
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111 W. Monroe Street  
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Chicago, IL 60603



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