

# UNOFFICIAL COPY

This form is used in connection with mortgages insured under the one-to-four-family provisions of the National Housing Act.

## MORTGAGE

86340978

51107937

THIS INDENTURE, Made this 22nd day of July, 1986, between PARKWAY BANK AND TRUST COMPANY, not personally, but as Trustee Under Trust No. 002706 DATED SEPTEMBER 21, 1974

Mortgagor, and LUMBERMEN'S INVESTMENT CORPORATION, a corporation organized and existing under the laws of Texas, Mortgagee.

Wife

WITNESSETH: That whereas the Mortgagor is justly indebted to the Mortgagee, as is evidenced by a certain promissory note bearing even date herewith, in the principal sum of ONE HUNDRED ONE THOUSAND EIGHT HUNDRED THIRTY EIGHT AND 00/100----- Dollars

(\$ 101,838.00 ) payable with interest at the rate of TEN per centum ( 10.00 %) per annum on the unpaid balance until paid, and made payable to the order of the Mortgagee at its office in Austin, Travis County, Texas, or at such other place as the holder may designate in writing, and delivered, the said principal and interest being payable in monthly installments of NINE HUNDRED TWENTY-FIVE AND 40/100----- Dollars

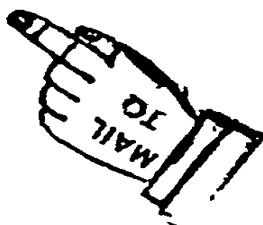
(\$ 925.40 ) on the first day of SEPTEMBER, 1986 and a like sum on the first day of each and every month thereafter until the note is fully paid, except that the final payment of principal and interest, if not sooner paid, shall be due and payable on the first day of AUGUST, 2011.

NOW, THEREFORE, the said Mortgagor, for the better securing of the payment of said principal sum of money and interest and the performance of the covenants and agreements herein contained, does by these presents MORTGAGE and WARRANT unto the Mortgagee, its successors or assigns, the following described Real Estate situate, lying, and being in the county of COOK and the State of Illinois, to wit:

LOT 7 AND THE NORTH 8 FEET OF LOT 6 IN BLOCK 4 IN L.E. CRANDALL'S LAWRENCE AVENUE SUBDIVISION OF THE NORTH 1/2 OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 17, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

This Document was Prepared by: Lisa Gennett  
MAIL TO: LUMBERMENS INVESTMENT CORPORATION  
5100 Poplar Ave.  
Memphis, Tn 38137  
Attn: Marketing

DEPT-01 RECORDS 11 1986  
T#4444 TRAM 0107 28/07/86 15 26 06  
#2340 # D \* 86-340978  
COOK COUNTY RECORDER



13-17-208-038  
86340978

TOGETHER with all and singular the tenements, hereditaments and appurtenances thereunto belonging, and the rents, issues, and profits thereof; and all apparatus and fixtures of every kind for the purpose of supplying or distributing heat, light, water, or power, and all plumbing and other fixtures in, or that may be placed in, any building now or hereafter standing on said land, and also all the estate, right, title, and interest of the said Mortgagor in and to said premises.

TO HAVE AND TO HOLD the above-described premises, with the appurtenances and fixtures, unto the said Mortgagee, its successors and assigns, forever, for the purposes and uses herein set forth, free from all rights and benefits under and by virtue of the Homestead Exemption Laws of the State of Illinois, which said rights and benefits the said Mortgagor does hereby expressly release and waive.

AND SAID MORTGAGOR covenants and agrees:

To keep said premises in good repair, and not to do, or permit to be done, upon said premises, anything that may impair the value thereof, or of the security intended to be effected by virtue of this instrument; not to suffer any lien of mechanics men or material men to attach to said premises; to pay to the Mortgagee, as herein-after provided, until said note is fully paid, (1) a sum sufficient to pay all taxes and assessments on said premises, or any tax or assessment that may be levied by authority of the state of Illinois, or of the county, town, village, or city in which the said land is situate, upon the Mortgagor on account of the ownership thereof; (2) a sum sufficient to keep all buildings that may at any time be on said premises, during the continuance of said indebtedness, insured for the benefit of the Mortgagee in such forms of insurance, and in such amounts, as may be required by the Mortgagee.

In case of the refusal or neglect of the Mortgagor to make such payments, or to satisfy any prior lien or incumbrance other than that for taxes or assessments on said premises, or to keep said premises in good repair, the Mortgagee may pay such taxes, assessments, and insurance premiums, when due, and may make such repairs to the property herein mortgaged as in its discretion it may deem necessary for the proper preservation thereof, and any moneys so paid or expended shall become so much additional indebtedness, secured by this mortgage, to be paid out of proceeds of the sale of the mortgaged premises, if not otherwise paid by the Mortgagor.

86-340978

14<sup>00</sup> MAIL

STATE OF ILLINOIS  
HUD ONE-FAMILY M/P



applications for appointment of a receiver for an order to place Mortgage in possession of the premises of the person or persons liable for the payment of the indebtedness secured hereby, 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, enter an order placing the Mortgage in possession of the premises, or appoint a receiver for the benefit of the Mortgage with power to collect the rents, issues, and profits of the said premises during the pendency of such foreclosure suit and, in case of sale and a deficiency, during the full statutory period of redemption, and such rents, issues, and profits when collected may be applied toward the payment of the indebtedness, costs, taxes, insurance, and other items necessary for the protection and preservation of the property.

Whenever the said Mortgage shall be placed in possession of the above described premises under an order of a court in which an action is pending to foreclose this mortgage or a subsequent mortgage, the said Mortgagee, in its discretion, may: keep the said premises in good repair; pay such current or back taxes and assessments as may be due on the said premises; pay for and maintain such insurance in such amounts as shall have been required by the Mortgagee; lease the said premises to the Mortgagor or others upon such terms and conditions, either within or beyond any period of redemption, as are approved by the court; collect and receive the rents, issues, and profits for the use of the premises hereinabove described; and employ other persons and expend itself such amounts as are reasonably necessary to carry out the provisions of this paragraph.

AND IN CASE OF FORECLOSURE of this mortgage by said Mortgagee in any court of law or equity, a reasonable sum shall be allowed for the solicitor's fees, and stenographers' fees of the complainant in such proceeding, and also for all outlays for documentary evidence and the cost of a complete abstract of title for the purpose of such foreclosure; and in case of any other suit, or legal proceeding, wherein the Mortgagee shall be made a party thereto by reason of this mortgage, its costs and expenses, and the reasonable fees and charges of the attorneys or solicitors of the Mortgagee, so made parties, for services in such suit or proceedings, shall be a further lien and charge upon the said premises under this mortgage, and all such expenses shall become so much additional indebtedness secured hereby and be allowed in any decree foreclosing this mortgage.

AND THERE SHALL BE INCLUDED in any decree foreclosing this mortgage and be paid out of the proceeds of any sale made in pursuance of any such decree: (1) All the costs of such suit or suits, advertising, sale, and conveyance, including attorneys', solicitors', and stenographers' fees, outlays for documentary evidence and cost of said abstract and examination of title; (2) all moneys advanced by the Mortgagee, if any, for the purpose authorized in the mortgage with interest on such advances at the rate set forth in the note secured hereby, from the time such advances are made; (3) all the accrued interest remaining unpaid on the indebtedness hereby secured; (4) all the said principal money remaining unpaid. The overplus of the proceeds of sale, if any, shall then be paid to the Mortgagor.

If Mortgagor shall pay said note at the time and in the manner aforesaid and shall abide by, comply with, and duly perform all the covenants and agreements herein, then this conveyance shall be null and void and Mortgagee will, within thirty (30) days after written demand therefor by Mortgagor, execute a release or satisfaction of this mortgage, and Mortgagor hereby waives the benefits of all statutes or laws which require the earlier execution or delivery of such release or satisfaction by Mortgagee.

IT IS EXPRESSLY AGREED that no extension of the time for payment of the debt hereby secured given by the Mortgagee to any successor in interest of the mortgagor shall operate to release, in any manner, the original liability of the Mortgagor.

THE COVENANTS HEREIN CONTAINED shall bind, and the benefits and advantages shall inure, to the respective heirs, executors, administrators, successors, and assigns of the parties hereto. Wherever used, the singular number shall include the plural, the plural the singular, and the masculine gender shall include the feminine.

WITNESS the hand and seal of the Mortgagor, the day and year first written.

MORTGAGE

THIS MORTGAGE is executed by PARKWAY BANK AND TRUST COMPANY, 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 PARKWAY BANK AND TRUST COMPANY hereby warrants that it possesses the power and authority to execute this instrument), and it expressly understood and agreed that nothing herein or in said note contained shall be construed to create any liability on the said First Party or on said PARKWAY BANK AND TRUST COMPANY personally to pay the said note or any interest that may accrue thereon, or pay indebtedness accruing hereunder, or to perform any covenants either express or implied herein contained, all such liability, if any, being expressly waived by Trustee and by every person now or hereafter claiming any right or security hereunder, and that so far as the First Party and its successors and assigns, and PARKWAY BANK AND TRUST COMPANY personally are concerned, the legal holder of said note and the owner or owners of any real estate securing hereunder shall look solely to the premises hereby conveyed for the payment thereof, by the enforcement of the lien hereby created in the manner herein provided or by action to enforce the personal liability of the guarantor, if any.

IN WITNESS WHEREOF, PARKWAY BANK AND TRUST COMPANY, not personally but as Trustee as aforesaid, has caused these presents to be signed by its Vice-President-Trust Officer, and its corporate seal to be hereunto affixed and attested by its Assistant Vice President, the day and year first above written.

PARKWAY BANK AND TRUST COMPANY as Trustee as aforesaid and not personally

By [Signature] VICE-PRESIDENT-TRUST OFFICER  
Attest [Signature] ASSISTANT VICE PRESIDENT

STATE OF ILLINOIS  
COUNTY OF COOK

[Signature]  
Notary Public in and for said County, in the State aforesaid. Do hereby certify that [Signature] Vice President-Trust Officer

of Parkway Bank And Trust Company, [Signature] Assistant Vice President of Parkway Bank and Trust Company, who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Vice-President-Trust Officer, and Assistant Vice President, respectively, appeared before me this day in person and acknowledged that they signed and delivered the foregoing instrument as their 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, and the said Assistant Vice President 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.

GIVEN under my hand and Notarial Seal this 24th day of July A.D. 1936  
[Signature] Notary Public

IMPORTANT  
FOR THE PROTECTION OF BOTH THE BORROWER AND LENDER, THE NOTE SECURED BY THIS TRUST DEED SHOULD BE IDENTIFIED BY THE TRUSTEE NAMED HEREIN BEFORE THE TRUST DEED IS FILED FOR RECORD.

The Instalment Note mentioned in the within Trust Deed has been identified herewith under Identification No. \_\_\_\_\_

66341978  
66341978

UNOFFICIAL COPY

8 3 3 4 3 7 8

8634098

DOC. NO.

Filed for Record in the Recorder's Office of Cook County, Illinois, on the day of \_\_\_\_\_, 19\_\_\_\_, and duly recorded in Book \_\_\_\_\_ of \_\_\_\_\_ Page \_\_\_\_\_ A. D. 19\_\_\_\_ Notary Public

GIVEN under my hand and Notarial Seal this \_\_\_\_\_ day of \_\_\_\_\_ A. D. 19\_\_\_\_

personally known to me to be the same person whose name \_\_\_\_\_ subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that \_\_\_\_\_ signed, sealed, and delivered the said instrument as free and voluntary act for the uses and purposes therein set forth, including the release and waiver of right of homestead.

I, \_\_\_\_\_, a notary public, in and for the County and State aforesaid, Do Hereby Certify That

STATE OF ILLINOIS )  
COUNTY OF \_\_\_\_\_ )  
SS: \_\_\_\_\_ )

TRUSTEE  
PARWAY BANK AND TRUST COMPANY,  
not personally, but as Trustee  
Under Trust No. 002706

ATTEST

applications for appointment of a receiver, or for an order to place mortgage in possession of the premises of the person or persons liable for the payment of the indebtedness secured hereby, 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, enter an order placing the mortgage in possession of the premises, or appoint a receiver for the benefit of the mortgagee with power to collect the rents, issues, and profits of the said premises during the pendency of such foreclosure suit and, in case of sale and a deficiency, during the full statutory period of redemption, and such rents, issues, and profits when collected may be applied toward the payment of the indebtedness, costs, taxes, insurance, and other items necessary for the protection and preservation of the property.

Whenever the said mortgage shall be placed in possession of the above described premises under an order of the court, the said mortgagee shall be placed in possession of the above described premises under an order of the court.

# UNOFFICIAL COPY

06319776

## MORTGAGE RIDER

The Rider, dated the 22nd day of July, 1986, amends the Deed of Trust of even date by and between

Parkway bank and Trust Company, not personally, but as Trustee Under Trust No. 002706, the Mortgagor, and LUMBERMEN'S INVESTMENT CORPORATION, the Mortgagee, as follows:

1. In Paragraph Number 1 the sentence which reads as follows is deleted:

"Privilege is reserved to pay the debt in whole, or in an amount equal to one or more monthly payments on the principal that are next due on the note, on the first day of any month prior to maturity; provided, however, that written notice of an intention to exercise such privilege is given at least thirty (30) days prior to repayment."

2. Paragraph Number 1 is amended by the addition of the following:

"Privilege is reserved to pay the debt, in whole or in part, on any installment due date."

IN WITNESS WHEREOF, PARKWAY BANK & TRUST COMPANY as Trustee and not individually under Trust No. 2706.

has set his hand and seal the day and year first aforesaid.

Dr. B. Achube (SEAL)  
TRUSTEE Sr. Vice President

James V. [Signature] (SEAL)  
ATTEST A.V.P.

\_\_\_\_\_  
(SEAL)

\_\_\_\_\_  
(SEAL)

Signed, sealed and delivered in the presence of

\_\_\_\_\_

This statement is based solely upon information and belief, upon information furnished by the beneficiary or beneficiaries of the aforesaid trust. The undersigned has no personal knowledge of any of the facts or statements herein contained.

11.

This Agreement is signed by Parkway Bank & Trust Co. not individually but solely as Trustee under a certain Trust Agreement known as Trust No. 2706. Said Trust Agreement is hereby made a part hereof and any claims against said Trustee which may result from the signing of this Agreement shall be payable only out of any trust property which may be held hereunder, and said Trustee shall not be personally liable for the performance of any of the terms and conditions of this agreement or for the validity or effect of the title of said property or for any expenses of any kind hereof. Any and all personal liability of Parkway Bank & Trust Co. is hereby expressly waived by the parties hereto and their heirs, successors and assigns.

00309278