

LAND TRUSTEE MORTGAGE

The undersigned, UNION NATIONAL BANK & TRUST COMPANY, a banking association, not personally but as trustee under the provisions of a deed or deeds in trust duly recorded and delivered to the undersigned pursuant to a Trust Agreement dated FEBRUARY 10, 1937, and known as Trust Number 1357 hereinafter referred to as the "Mortgage", does hereby mortgage and convey to Union National Bank & Trust Company, a banking association hereinafter referred to as the "Mortgagee", the following real estate in the County of Cook, State of Illinois, to-wit:

LOT 101 IN THE BLAHOUS - PHASE 1, BEING A SUBDIVISION IN PART OF THE SOUTHWEST QUARTER OF SECTION 24, TOWNSHIP 31 NORTH, RANGE 9 EAST, OF THE THIRD E.P., IN COOK COUNTY, ILLINOIS.

Commonly known as: LOT 101 - 605 EAST ASHLEY, STREAMWOOD, IL

\$16.00

Together with all buildings, fixtures or appurtenances now or hereafter erected thereon, placed thereon, including all apparatus, equipment, fixtures or articles, whether or not permanently or centrally controlled, used to supply heat, gas, or conditioning, water, light, power, refrigeration, ventilation or other systems, and any other thing now or hereafter thereon or thereon, the furnishing of which by tenants, to tenants as customers or appropriate, including screens, window shades, curtain drapes and windows, floor coverings, greenhouses, iron door beds, awnings, showers, water heaters, refrigerators, washing machines, clothes dryers, and all other such appliances, all of which are intended to be and are hereby declared to be a part of, and real estate whether physically attached thereto or not; and also together with all easements and the rents, issues and profits of and all premises which are hereby pledged, assigned, transferred and set over into the Mortgage, whether now due or hereafter to become due as provided herein. The Mortgagee is hereby subrogated to the rights of all mortgagee lien holders 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 and equipment, unto said Mortgagee forever for the uses hereinafter set forth, notwithstanding any of the provisions contained herein, the mortgagee hereby reserves, and all rights of redemption from sale under any order or judgment of foreclosure in its own behalf and on behalf of each and every person except judgment creditors of the mortgagee, and until any release from or title to the premises subsequent to the date of this mortgage.

To secure (1) The payment of a Note created by the Mortgagee to the order of the Mortgagee bearing upon date hereof the principal sum of SIXTY TWO THOUSAND FOUR HUNDRED THIRTY TWO AND 50/100 DOLLARS (\$62,432.50), which Note, together with interest thereon as therein provided, payable in full at maturity, all payments are to be applied, first, to any late charges due, then interest, and the balance to principal until said indebtedness is paid in full; (2) The performance of other covenants in said Note, and continuation loan agreement dated JULY 8TH, 1937, which are hereby incorporated herein and made a part hereof, and which provides, among other things, upon ten days notice from the Mortgagee for an additional monthly payment of one hundred (\$100) of the estimated amount to be due; (3) The Mortgagee has provided an interest bearing savings account to which the estimated future loan payments, insurance premiums and other charges upon the mortgaged premises, and (4) The performance of all of the covenants and obligations of the Mortgagee to the Mortgagee, as contained herein and in said Note and continuation loan agreement dated JULY 8TH, 1937.

THE MORTGAGEE COVENANTS:

(1) To pay said principal and interest and the interest thereon as herein and in said Note provided, or according to any agreement extending the time of payment thereof; (2) To pay when due and before any penalty attached thereto all taxes, special assessments, water charges, and sewer charges

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against said property (including those heretofore done), and to furnish Mortgagees, 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 damage by fire, and such other hazards as the Mortgagee may require 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 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 making them payable to the Mortgagee; and in case of foreclosure sale payable to the owner of the certificate of sales, or, in any deficiency any receiver or redemption, 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 Mortgagee agrees to supply upon demand, all receipts, vouchers and releases required of it to be signed by the Mortgagee for any 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, damage, or removal, and promptly complete the rebuilding or re-erection of buildings and improvements now or hereafter on said premises, unless the same elects to apply to the indebtedness secured hereby the proceeds of any insurance, even in such destruction or damage; (5) To keep said premises in good condition and repair, without waste, and free from any encumbrances or other burdens, and to have not expressly authorized by the Mortgagee; (6) To comply with all laws, ordinances, all obligations under any deed or other instrument, bylaws, regulations, and constitutional documents of record, and all orders of the courts, and any condemnation or a planned unit development, and to abstain from anything to permit any defect or violation of any law, ordinance, regulation or deed to diminish or impair the value of any or all improvements to be completed with all requirements of law with respect to maintenance, repair and use thereof; (7) That he make, suffer or permit, without the written permission of the Mortgagee being first had and obtained, for any use of the property for any purpose other than that for which it is now used, (8) any alterations, additions, demolitions, removals or sale of any improvements upon said property, (9) any construction and farm, lease, license or agreement under which title is reserved in the hands of any apparatus, fixtures or equipment, to be placed in or upon any buildings or improvements on said property, (10) any sales, assignments or transfers of any right, title or interest in and to said property or any part thereof, (11) Not to accept or acknowledge without the written consent of the Mortgagee being first had and obtained any sales, assignments, transfers of any lien or interest in and to the above numbered trust; (12) To complete within a reasonable time any buildings or improvements now or at any time in process of erection upon the said premises; (13) 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 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, the Mortgagee may do on Mortgagee's behalf, anything so covenanted; That said Mortgagee may also do any act or thing deemed necessary to protect the lien hereof; That the Mortgagee 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 an interest rate equal to the prime rate as published in the Wall Street Journal plus 2% accruing daily shall become so much

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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 liens, encumbrances or claim in advance of 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 it is the intent hereof the 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.

D. 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 successors in interest with reference to this Mortgage and the debt hereby secured in the same manner as with the Mortgagee, and may forbear 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.

E. 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 obligation or any extension or renewal thereof, or if proceedings be instituted to enforce any other lien or charge upon any of said property, or upon the issue of a proceeding in bankruptcy by or against the Mortgagee, or if the Mortgagee shall make any assignment for the benefit of its creditors or if its creditors or if its property be placed under control of a receiver or trustee, or if the Mortgagee abandon any of said property or in the event of the transfer of his agreement to transfer, or any right, title or interest in said property of any person, the estate or in the event of any lease, assignment or transfer of any beneficial interest in said property, the above mentioned Trustee, or if the Mortgagee fails to complete within a reasonable time any building or buildings now or at any time in process of construction upon said premises, then and in any of the 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 committed by the Mortgagee, and apply toward the payment of said monies indebtedness, any indebtedness of the Mortgagee to the Mortgagee, and the Mortgagee may also immediately proceed to foreclose this Mortgage, and in any foreclosing decree may be made of the premises hereinabove without affecting the several parts separately, that in the event that the ownership of said property or any part thereof becomes vested in a person other than the Mortgagee, and any part of the same secured hereby remain unpaid, and in the further event that the Mortgagee does not elect to declare such sums, immediately due and payable to the Mortgagee, shall pay a reasonable fee to the Mortgagee to cover the cost of amending the records of the Mortgagee to show such change of ownership.

F. That upon commencement of any foreclosure proceeding hereunder, the court to which such 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 terms of any or said promissory or other notes, cause shall then be accepted 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 statutory period of redemption, and such rents, issues and profits, when collected may be applied before as well as after the Master's sale, toward the payment of the indebtedness, costs, taxes, charges or other sums necessary for the protection and

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preservation of the property, including the expenses of such receivership, or on any deficiency decree whether there be a decree thereon in personam or not; and if a receiver shall be appointed Mortgagee shall remain in possession until the expiration of the full period allowed by the statute for redemption whether there be redemption or not and until the issuance of deed in case of sale, but if no deed be issued, until the expiration of the statutory period during which it may be issued, and no lease of said premises shall be nullified by the appointment of entry in possession of a receiver, but it may elect to terminate any lease junior to the lien hereof; and upon foreclosure of said mortgage, there shall be allowed and included as an additional indebtedness in the decree of sale all expenditures and expenses together with interest thereon at an interest rate equal to the prime rate as published in the Wall Street Journal plus 2%, varying daily, which may be paid or incurred by or on behalf of Mortgagee for attorney's fees, Mortgagee's fees, appraiser's fees, outlays for exhibits attached to pleadings, documentary and expert evidence, stenographic fees, Master's fees and commissions, court costs, publication costs and costs (which may be estimated as to and include items to be expended after the entry of the decree) of procuring all such abstracts of title, title searches, encumbrances and reports, insurance policies, loans, certificates and similar data and assurances with respect to title as Mortgagee may reasonably deem necessary either to prosecute such suit or to evidence to bidders at any sale held pursuant to such decree the true title to and value of said premises; all of which aforesaid amounts together with interest as herein provided shall be immediately due and payable by the Mortgagor in connection with (a) any proceedings including probate or bankruptcy proceedings to which either party hereto shall be a party by reason of this Mortgage or the note hereby executed; or (b) proceedings for commencement of any suit for foreclosure hereof after the accrual of the right to foreclosure, whether or not actually commenced; or (c) proceedings for the defense of or intervention in any threatened or contemplated suit or proceeding which might affect the premises or the security hereof, whether or not actually commenced. In the event of a foreclosure sale of said premises there first shall be paid out of the proceeds thereof all of the aforesaid items, then the entire indebtedness whether due and payable by the terms hereof or not and the interest due thereon up to the time of such sale, and the surplus, if any, shall be paid to the Mortgagor, and the purchaser shall not be obliged to see to the application of the purchase money.

8. In case the mortgaged property, or any part thereof, shall be taken by condemnation, the Mortgagee is hereby empowered to collect and receive all compensation which may be paid for any property taken or for damages to any property not taken and all condemnation compensation so received shall be forthwith applied by the Mortgagee as it may elect, to the immediate reduction of the indebtedness secured hereby or to the repair and restoration of any property so damaged, provided that any excess over the amount of the indebtedness shall be delivered to the Mortgagor or its assigns.

9. All easements, rents, issues and profits of said premises are pledged, assigned and transferred to the Mortgagee, whether now due or hereafter to become due, under or by virtue of any lease or agreement for the use or occupancy of said property or any part thereof, whether said lease or agreement is written or verbal, and it is the intention hereof (a) to pledge said rents, issues and profits on a parity with said real estate and not secondarily and such pledge shall not be deemed thereafter together with the right in case of default, either before or after foreclosure sale, to enter upon and take possession of, manage, maintain and operate said premises, or any part thereof, make leases for terms deemed advantageous to it, terminate or modify existing or future leases, collect said rents, issues, and profits, regardless of when earned, and use such moneys whether loaned or repaid as it may deem proper to enforce collection thereof, employ retaining agents or other employees, alter or repair said premises, buy furnishings and equipment therefor when

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it deems necessary purchase adequate fire and extended coverage and other forms of insurances as may be deemed advisable, and in general exercise all powers incidently incident to absolute ownership, advance or borrow money necessary for any purpose herein stated to secure which a lien is hereby created on the mortgaged premises and on the income therefrom which Lien is prior to the lien of any other indebtedness hereby secured and out of the income of an reasonable company claim for itself, pay insurance premiums, taxes and assessments, and all expenses of every kind including attorney's fees, incurred in the exercise of the powers herein given, and from time to time apply any balance of income not in its sole discretion, needed for the above and purposes, first on the interest and then on the principal of the indebtedness hereby secured, before or after any decree of foreclosure and on the deficiency in the proceeds of sale, if any, whether there be a decree in person or therefor or not. The possession of Mortgagee may continue until all indebtedness secured hereby is paid in full or until the delivery of a deed pursuant to a decree foreclosing the lien hereby, but if no deed be issued, then until the expiration of the statutory period during which it may be issued. Mortgagee shall, however, have the discretionary power at any time to refuse to take or to abandon possession of said premises without affecting the lien hereby. Mortgagee shall have all powers, if any, which it might have had without this paragraph. No suit shall be sustainable against Mortgagee based upon its or omission relating to the subject matter of this paragraph unless commenced within sixty days after Mortgagee's possession ceases.

1. That each right, power and remedy herein conferred upon the Mortgagee is cumulative of each other right or remedy of the Mortgagee, whether herein or by law conferred, and may be enforced concurrently therewith, that no waiver by the Mortgagee of performance of any covenant herein or in said obligation contained shall thereafter in any manner affect the right of Mortgagee to require or enforce performance of the same or any other of said covenants; that wherever the context hereof requires, the masculine gender, as used herein, shall include the feminine and the neuter and the singular number, as used herein, shall include the plural; that all rights and obligations under this Mortgage shall extend to and be binding upon the respective successors and assigns of the Mortgagee, and the successors and assigns of the Mortgagee; and that the powers herein mentioned may be exercised as often as occasion therefor arises.

2. Notwithstanding any of the provisions contained herein, the mortgagor hereby waives any and all rights of redemption from sale under any order or judgment of foreclosure on its own behalf and on behalf of each and every person, except judgment creditors of the mortgagor, acquiring any interest in or title to the premises subsequent to the date of this mortgage.

3. The within mortgage secures an obligation incurred for the construction of an improvement on the land mortgaged herein, including the acquisition cost of the land (if this is the case) and constitutes a "construction mortgage" within the meaning of Section 9-315(1)(c) of the Illinois Uniform Commercial Code.

This Mortgage is executed by the undersigned, 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 the undersigned thereby 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 undersigned personally to pay the said Note or any interest that may accrue thereon, or any indebtedness accruing hereunder, or to perform any covenant either expressly or implied herein contained, all such liability, if any, being expressly waived by the Mortgagee and by every person now or hereafter claiming any right or security hereunder, and that so far as the undersigned and its successors personally are concerned, the legal holder or holders of said Note and the lender or owners of any indebtedness accruing hereunder shall look solely to the premises hereby conveyed for

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