UNOFFICIAL COPSYASSIES

COOK COUNTY, ILLINOIS FILED FOR RECORD

1987 SEP -4 AM 11: 05

87488123

Mortgagu

		The above space for RECORDER'S USE ONLY
•	THIS INDENTURE, male AUGUST 17.	1987 Witnesseth, that the undersigned of
	FIRST AMERICAN BANK, AN ILLINOIS BAN	KING CORPORATION mis personally but as trustee maler the provision
	of a Deed of Deed, in Triest duly recorded and delivered to said Triestee in parameter of a Triest Agreement clarest. AUGUST 6. 1982	
	87-40	torrained the reduced to as the Mortiagens, they health Convey and Murt.
D:	age to Bank of Sethic Lot an Illinois Banking Corpo Interned to as the Militar ages the following real es	state situated in the County ofCOOK
FO.	T 3 IN BEOCK 1 IN MAJUS NORTH SHORE E	STATES, BEING A SUBDIVISION IN EAST & OF SOUTHEAST & OF SECTION 5,
	and the second of the second o	THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS.
PI	N: 04-05-404 017-0000	thements now or hereafter erected thereon and all apportenances, apparatus and
	intums and liberte has issues and profits the surface of ever	y name, naturé and kirid no said Mortgagee (orever, for the uses and purposes berein set forth; free from n laws of the State of Illinois, which said rights and benefits said Mortgagors do
	receby release and waive	cut a contain independency payable to the order of the auntgaged evidenced by the
		ONE HUNDRED NINETY THOUSAND AND 00/100
	Dollars (\$ 190,000 00 20) with a final paymen	lue in SEPTEMBER 1, 1992 impetter with interest as fallows, and
•	of renewals, extensions, or montheations increor,	and the second of the second o
		nine to nine in gail shall be payable prior to materity at the rate of 10.5%
	per cent per amoun and alter maturity at the rate	
t		tune to time rings I shall be payable prior to maturity at the prime leading rate.
:		dur its successivs) plus per cent pur
	annum over the said prime lending rate, and after	maturity at the said prime en my rate plusper cant per annum.
	cover the said prime lending rate, provided however	er, that said interest rate in no event shall be less than
	1 (2) Entoire Advances, Hour request of Mortgagor	s, Lender, at Lender's option prior to re ease of this Mortgage, may make Future
· Hu	nine station; that lead notes; are secured hereby. At the	we, that said interest rate in no event shall the less thanper cent per annum. Yer, that said interest rate in no event shall the less thanper cent per entitle exist shall be effective as of the dair of said prime lending rate change. S. Lender, at Lewter's option prior to release of this Mortgage, may make Future interest thereon, shall be secured by this wortgage when evidenced by promissory of time shall the principal amount of the interledness secured by this Mortgage, protect the security of this martgage, er lend the original amount of the Note plus.
· u	S \$	
	This mortgage consists of two pages. The coveran are incorporated herein by reference and are a part h	ts, conditions and provisions appearing an page 2.1 he reverse side of this mortgage) ereof and shall be binding on the Mortgagors, their heirs, screensors and arright.
	and authority conferred upon and vested in it as such T	of trustee, not personally but as a Trustee as alloresaid, in the exercise of the power rustee, land said Trustee, hereby warrants that it police ses full power and authority
	to execute this instrument) and it is expressly unders as creating any liability on the said Trustee personally	tood and agreed that nothing herein or in said note contained, thall be construed to pay the said note, or any interest that may accuse these an or any interest that it is not any interest that may accuse these an or any interest the contained to pay interest.
•	waived by the Mortgager and by every person now or h	er express or implied herein contained, all such trability, if any, being expressly erealter claiming any right to securify hereunder, and that is 1,7, the said trustee
	iolely to the premises hereby conveyed for the paymen	aid note and the owner or owners of any indetriedness accruing have a drashall look t thereof, by the enforcement of the lien hereby created, in the mann or herein and
	in said note provided or by action to enforce the person IN WITNESS WHEREOF, the undersigned trusted	enot personally but as a Trustee as aforesaid, has caused these presents to be signed
	and its corporate seal to be hereun to affixed and atteste	IRST AMERICAN BANK, AN ILLINDIS BANKING CORPORA TO
	and the second s	as aforesaid and not personally,
	CORPORATE SEAL	By Jane Ragel TRUST OFFICER
1.		Allen the barente of well 170.
	STATE OF: ILLINOIS) Libe until	ersigned, a Notary Public in and for the County and State aforesaid, DO HEREBY
	COUNTY OF COOK SS 1, INC. III.	that the above named officers of the First American Bank
	The same	Grantor, personally known to me to be persons whose names are subscribed to the foregoing instrument as such officers
	respectivel	y, appeared before me this day in person and acknowledged that they signed and the said instrument as their own free and voluntary act and as the free and volun-
	tary act of	said Company for the uses and purposes therein set forth; and the taid officers there acknowledged that the said officers, as custodian of the corporate seal of
~~~	OFFICIAL SEAL said Comp	any caused the corporate seal of raid Company to be affixed to sald instrument icers own, free and voluntary act and as the free and voluntary act of said Com-
: <b>§</b> : κι	DILEEN A. O'REILLEY & pany for the	te uses and purposes therein set forth.
	Matery Public, State of minors 7 Give	n under my hand and Notarial Seal this
* * My	Commission Expires 7-10-1989	ugust 19 & Lallen Alkeillen
	END 1 16 DEPARTED IN MINEY BURDINGER	Notary Public  Notary Public
interior <b>pr</b> operties and the second contract of the second contract		INSERT STREET ADDRESS OF ABOVE DESCRIBED PROPERTY HERE RIHBROOK TILLINOIS 60062 Reterance: WANG
A Starte on	Ci Place in Re-order's Box	RIHBROOK TILINOIS 60062 Reference: WANG
		NK OF BELLWOOD 446 PFINISTEN
was a second	BOX 303 TAM 7	75 N. CALIFORNIA Parm 86-800 Bankforms, Inc.

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

- i. Mortgagors shall (1) promite repar, reside of chuild any buildings or improved end now or hereafter on the premises which may become damaged or be des reveal (2) seep said promises in glood condition and repair without waste, and free from mechanics or other liens or claims for the not expressly subordinated to the lien thereof; (3) pay when due any indebtedness which may be secured by a lien or charge on the premises superior to the lien hereof, and upon request exhibit satisfactory evidence of the discharge of such prior lien to the Mortgagee; (4) complete within a reasonable time any building or buildings now or at any time in process of erection upon said premises; (5) comply with all requirements of law or municipal ordinances with respect to the premises and the use thereof; (6) make no material alterations in said premises except as required by law or municipal ordinance.
- 2. Mortgagors shall pay before any penalty attaches all general taxes, and shall pay special assessments, water charges, sewer service charges, and other charges against the premises when due; and shall, upon written request, furnish to the Mortgagee duplicate receipts therefor. To prevent default hereunder Mortgagors shall pay in full under protest, in the manner provided by statute, any tax or assessment which Mortgagors may desire to contest.
- 3. In the event of the enactment after this date of any law of Illinois deducting from the value of land for the purpose of taxation any lien thereon, or imposing upon the Mortgagee the payment of the whole or any part of the taxes or assessments or charges or liens herein required to be paid by Mortgagors, or changing in any way the laws relating to the laxation of mortgages or debts secured by mortgages or the mortgages or the property, or the manner of collection of laxas, so as to affect this mortgage or the debt secured hereby on the holder thereof, then and in any such event, the Mortgagors, upon demand by the Mortgagee, shall pay such taxes or assessments, or remburse the Mortgagee therefor; provided, however, that if in the opinion of counsel for the Mortgagee (a) it might be unlawful to require Mortgagors to make such payment or (b) the making of such payment might result in the imposition of interest beyond; the maximum amount permitted by law, then and in such event, the Mortgagee may elect, by notice in writing given to the Mortgagors, to declare all of the indebtedness secured hereby to be and become due and payable sixty (60) days from the giving of such notice.
- 4. If, by the laws of the United States of America or of any state having jurisdiction in the premises, any tax is due or becomes due in-respect of the issuance of the note hereby secured, the Mortgagors covenant and agree to pay such tax in the manner required by any auch law. The Mortgagors further covenant to hold harmless and agree to indemnify the Mortgagee, and the Mortgagee's successors or assigns, against any liability incurred by reason of the imposition of any tax on the issuance of the note secured hereby.
- 5. The Mortgagor hereby waives any and all rights of redemption from sale under any order or decree of foreclosure of this Mortgage on its own behalf and on behalf of each and every person, except decree or judgement creditors of the mortgagor, acquiring any interest in or title to the premises subsequent to the date of this Mortgage. This paragraph is operative where allowed by Illinois Statutes.
- 6. Mortgage, stall keep all buildings and improvements now or hereafter situated on said premises insured against loss or damage by fire, lightning and windstorm under policies providing for payment by the insurance companies of moneys sufficient either to pay the cost of replacing or repairing the same or to pay in full the indehtedness secured hereby, all in companies salisfactory to the Mortgagee, under insurance policies pysoble, in case of loss or damage, to Mortgagee, such rights to be evidenced by the standard mortgage clause to be attached to each policy, and shall deliver all policies, including additional and renewal policies, to the Mortgagee, and in case of insurance about to expire, shall diver renewal policies not less than ten days prior to the respective dates of expiration.
  - 7. In case of default the 'in Mortgagee may, but need not, make any payment or perform any act hereinbefore required of Mortgagors in any form and manner decrees poddent, and may, but need not, make full or partial payments of principal or interest on prior encumbrances, if any, and purchase, d'scharge, compromise or settle any tax lien or other prior lien or title or claim thereof, or redeem from any tax sale or forfeiture affecting sait premises or conlest any tax or assessment. All moneys paid for any of the purposes herein authorized and all expenses paid or incurred in connection therewith, including attorneys' fees, and any other moneys advanced by Mortgagee to protect the mortgaged premises and the lien hereof, shall be so much additional indebtedness secured hereby and shall become immediately due and payable without notice and with it ten at thereon at the post maturity rate of the note hereby secured. Inaction of Mortgagee shall never be considered as a waiver of any right accruing the Mortgagee on account of any default hereunder on the part of the Mortgagors.
  - 8. The Morigagee making any payment hereo, authorized relating to taxes or assessments, may do so according to any bill, statement or estimate procured from the appropriate public office without inquiry into the accuracy of such bill, statement or estimate or into the validity of any tax, assessment, sale, forfeiture, tax lien or title or claim thereof.
  - 9. Mortgagors shall pay each item of indebte ine s herein mentioned, both principal and interest, when due according to the terms hereof. At the option of the Mortgages and without in die to Mortgagors, all unpaid indebtedness secured by this mortgage shall; notwithstanding anything in the note or in this mortgage to the contant, become due and payable (a) immediately in the case of default in making payment of any installment of principal or interest on the rote, or (b) when default shall occur and continue for three days in the performance of any other agreement of the Mortgagors hereir continued.
  - 10. When the indebtedness hereby secured shall become use whether by acceleration or otherwise. Mortgagee shall have the right to foreclose the lien hereof. In any suit to foreclose the lien hereof, there shall be allowed and included as 'additional' indebtedness in the decree for sale all expenditures and expenses which may be paid or incurred by or on behalf of Mortgagee for attorneys' fees, appraiser's fees, outlays for documentary and expert evidence, stenographers—or rees, publication costs and costs (which may be estimated as to items to be expended after entry of the decree) of procuring all such a stracts of title, title searches, and examinations, title, insurances policies. Torrens certificates, and similar data and assurances with respect to title as Mortgagee may deem to be reasonably necessary, either to prosecute such suit or to evidence to bidders at any sale which may be had pursuant to such decree the true condition of the title to or the value of the premises. All expenditures and expenses of the nature in this paragraph mentioned shalf become so much additional indebtedness secured hereby and immediately due and payable, with interest the post maturity rate of the note hereby secured; when paid or incurred by Mortgagee in connection with (a) any proceeding, including orobate and bankruptcy proceedings, to which the Mortgagee shall be a party, either as plaintiff, claimant or defendent, by reason of this mortgage or any indebtedness hereby secured; or actually commenced; or (c) preparations for the defense of any actual or threatened and or proceeding which might affect the premises or the security hereof.
  - 11. The proceeds of any foreclosure sale of the premises shall be distributed and application 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 paragraph hereof; second, all other items which under the terms hereof constitute secured indebterness additional to that evidenced by the note, with interest thereon as herein provided; third, all principal and interest remaining unpaid on the note; fourth, any overplus to Murtagagors, their heirs, legal representatives or assigns, as their rights may appear.
  - 12. Upon or at any time after the filing of a complaint to foreclose this mortgage, the court in thick such complaint is filed may appoint a receiver of said premises. Such appointment may be made either before or after sale, without nitice without, regard to the solvency or insolvency of Mortgagors at the time of application for such receiver and without regard to the then, alreed the remises or whether the same shall be then occupied as a homestead or not, and the Mortgagee may be appointed as such receiver. Such receiver shall have power to collect the rents, issues and profits of said premises during the pendency of such foreclosure suit and, in esse of a sale and a deficiency, during the full statutory period of redemption, whether there be redemption or not, as well as during any further times when Mortgagors, except for the intervention of such receiver, would be entitled to collect such rents, issues and profits and all other powers which may be necessary or are usual in such cases for the protection, possession, control, management and operation of the premises designed the whole of said period. The Court from time to time may authorize the receiver to apply the net income in his hands in payment in whole or in part of: (1) The indebtedness secured hereby, or 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.
  - 13. No action for the enforcement of the lien or of any provision hereof shall be subject to any defense which would not be good and available to the party interposing same in an action at law upon the note hereby secured.
  - 14. The Mortgagee shall have the right to inspect the premises at all reasonable times and access thereto shall be permitted for that purpose.
  - 15. The Mortgagors shall periodically deposit with the Mortgagee such sums as the Millingagee may reasonably require for payment of laxes and assessments on the premises. No such deposit shall bear any interest,
  - 16. If the payment of said indebtedness or any part thereof be extended or varied or if any part of the security be released, all persons now or all any time hereafter liable therefor, or interested in said premises, shall be held to assent to such extension, variation or release, and their liability and the lien and all provisions hereof shall continue in full force, the right of recourse against all such persons being expressly reserved by the Mortgagee, notwithstanding such extension, variation or release.
  - 17. Mortgagee shall release this mortgage and lien thereof by proper instrument upon payment and discharge of all indebtedness secured hereby and payment of a reasonable fee to Mortgagee for the execution of such release.
  - 18. This mortgage and all provisions hereof, shall extend to and be hinding upon Mortgagors and all persons claiming under or through Mortgagors, and the word "Mortgagors" 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 of this mortgage. The word "Mortgagee" when used herein shall include the successors and assigns of the Mortgagee named herein and the holder or holders, from time to time, of the note secured hereby.
  - 19. The mortgagor (or beneficial owner) will not transfer, assign or in any way hypothecate or attempt to transfer, assign or hypothecate their right, title, interest, or any beneficial interest in the property securing this Note without first obtaining the written consent of the holder. Upon any transfer, assignment or hypothecation of mortgagors right, title or interest to the property or any beneficial interest therein securing this Note; without the previous written consent of the holder, the principal balance remaining at the time of such transfer, assignment or hypothecation shall at the not be construed as the consent of a holder to such assignment, transfer or hypothecation nor shall it affect the right to proceed with such action as the holder shall deem necessary.