

UNOFFICIAL COPY

MORTGAGE

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THIS MORTGAGE is made this 30th day of OCTOBER, 19 87

between the Mortgagor, FIRST NATIONAL BANK OF CICERO (Name) 6000 WEST CERMAK ROAD, CICERO, ILLINOIS 60650

(Address) not personally but solely as Trustee under a Trust Agreement dated MAY 25, 19 78, and known as Trust No. 5863 (herein "Borrower") and the Mortgagee, CENTRAL FEDERAL SAVINGS AND LOAN ASSOCIATION, 5953 West Cermak Road, Cicero, Illinois 60650, a corporation organized and existing under the laws of the United States of America (herein "Lender").

WHEREAS, certain beneficiaries of First National Bank of Cicero, trust # 5863, dated May 25, 1978

(hereafter sometimes referred to, if more than one both individually and collectively, as "Principal Obligor") is indebted to Lender in the principal sum of TEN THOUSAND AND 00/100

Dollars (\$ 10,000.00 ), which indebtedness is evidenced by Principal Obligor's note of even date herewith (herein "Note"), providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on November 30, 1992.

TO SECURE to Lender (a) the repayment of the indebtedness evidenced by the Note, with interest thereon, the payment of all other sums advanced in accordance herewith to protect the security of the Mortgage, with interest thereon, and the performance of the covenants and agreements herein contained, and (b) the repayment of any future advances, with interest thereon, made by Lender pursuant to Paragraph 3 hereof ("Future Advances"), and in consideration for Lender's making, and to induce Lender to make, to Principal Obligor the loan evidenced by the Note, Mortgagor does hereby Mortgage, Grant and Convey to Lender the following described real estate located in the county of COOK, State of Illinois:

Lot 7 in Block 4 in Fourth Addition to Boulevard Manor being a subdivision of the East 1/2 of the South East 1/4 and that part of the East 1/2 of the North East 1/4 lying South of Center Line of Park Avenue of Section 32, Township 39 North Range 13, East of the Third Principal Meridian, in Cook County, Illinois.....

Commonly known as: 3320 South 57th Court, Cicero, Ill., 60650

P. I. N. 16-32-209-020-0000

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TOGETHER with all the improvements now or hereafter erected on the real estate, and all easements, rights, appurtenances, rents, royalties, mineral, oil and gas rights and profits, water, water rights, and water stock, and all fixtures now or hereafter affixed, attached to, placed upon or used in connection with said real estate, including, in addition to all other things which at law or by convention are regarded as fixtures, and specifically, but not by way of limitation, all apparatus, equipment or articles now or hereafter therein or thereon used to supply heat, gas, air conditioning, water, light, power, refrigeration and ventilation, and also (without restricting the foregoing), floor coverings, carpets, shrubbery, awnings, stoves, stokers, gas burners, oil burners, water heaters, gas and electric fixtures, elevators, pumps, motors, cabinets, shelving, and plumbing, laundry and refrigerating fixtures and articles, and vacuum cleaning systems, all of which, including replacements and additions thereto, are hereby declared to be a part of the said real estate, whether physically attached thereto or not, and all of the foregoing, together with said real estate, are herein referred to as the "Property".

AND TOGETHER with all of the rents, income, receipts, revenues, issues and profits thereof and therefrom, which rents, income, receipts, revenues, issues and profits Borrower hereby assigns to Lender

TO HAVE AND TO HOLD the Property unto Lender forever, for the uses herein set forth, free from all rights and benefits under the Homestead Exemption Laws of the State of Illinois, which said rights and benefits Borrower does hereby release and waive.

Borrower covenants that under the Trust Agreement described above Borrower has the right to Mortgage, Grant, Warranty, and Convey the property and that all beneficiaries of any loan secured by this mortgage shall at all times be disclosed to Lender. Borrower and Lender covenant and agree as follows:

1. Payment of Principal and Interest. Borrower shall promptly pay when due the principal of and interest on the indebtedness evidenced by the Note, prepayment and late charges as provided in the Note, and the principal of and interest on any Future Advances secured by this Mortgage.

2. Funds for Taxes and Insurance. Borrower shall pay to Lender on the day monthly installments of principal and interest are payable under the Note, until the Note is paid in full, a sum (herein "Funds") equal to one-twelfth of the yearly taxes and assessments on the Property, plus one-twelfth of yearly premium installments for hazard insurance, plus one-twelfth of yearly premium installments for insurance against default, if any, all as reasonably estimated initially and from time to time by Lender on the basis of assessments and bills and reasonable estimates thereof, so as to provide Funds sufficient to pay such taxes and assessments and insurance premiums when due. Lender shall hold the Funds and shall apply the Funds to pay said taxes, assessments and insurance premiums. Lender shall make no charge for so holding and applying the Funds or compiling said assessments and bills, but Lender shall not be under any obligation to ascertain the correctness of or to obtain any tax, special assessment or insurance bills, and Lender shall not incur any liability by reason of any non-payment thereof. Lender shall not be required to pay Borrower

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any interest on the Funds, which Funds are hereby pledged as additional security for the sums secured by this Mortgage. Borrower shall promptly furnish to Lender all notices and bills relating to taxes, assessments and insurance premiums. If the amount of the Funds held by Lender shall not be sufficient to pay taxes, assessments and insurance premiums as they fall due, Borrower shall pay to Lender any amount necessary to make up the deficiency within thirty (30) days after notice from Lender to Borrower requesting payment thereof. Upon payment in full of the indebtedness secured by this Mortgage, Lender shall refund to Borrower any Funds held by Lender. Notwithstanding the foregoing provisions of this Paragraph 2, in the event that applicable law shall provide that Borrower may elect, at Borrower's option, to maintain a savings account with Lender as security for the payment of taxes and insurance premiums in lieu of depositing sums for the payment of such taxes and insurance premiums as provided in the foregoing provisions of Paragraph 2 and Borrower so elects, Borrower may in such event so maintain such a savings account, and the foregoing provisions of this Paragraph 2 shall, to the extent that such provisions conflict with Borrower's election, be deemed inapplicable.

3. **Future Advances.** Lender may, at any time prior to the release of this Mortgage, make Future Advances to Principal Obligor, which Future Advances shall be secured by this Mortgage; provided that the Future Advances secured hereby shall not exceed 0 Dollars (\$ 0) and provided further that nothing herein shall be deemed to limit the amounts that shall be secured hereby when advanced as provided in Paragraph 8 or Paragraph 21 hereof and that nothing herein shall require Lender to make any Future Advances.

4. **Application of Payments.** Unless applicable law provides otherwise, all payments received by Lender under the Note and Paragraphs 1 and 2 hereof shall be applied by Lender first to interest payable on the Note and on Future Advances, if any, then in payment of amounts payable to Lender by Borrower under Paragraph 2 hereof, and then to the principal of the Note and to the principal of Future Advances, if any.

5. **Charges; Liens.** Except to the extent paid by Lender pursuant to Paragraph 2 hereof, Borrower shall pay, before any penalty attaches, all taxes, assessments and other charges, fines and impositions attributable to the Property. Borrower shall promptly furnish to Lender all notices of amounts due under this Paragraph 5, and shall promptly furnish to Lender receipts evidencing such payments. Borrower shall keep the Property free from mechanic's and other liens and claims for lien not expressly subordinated to the lien hereof and shall promptly discharge any mechanic's and other lien and claim for lien not expressly subordinated to the lien hereof. In the event that Borrower may desire to contest any tax or assessment, Borrower shall pay, in full, such tax or assessment under protest, in the manner provided by statute, and all costs arising out of or related to such contesting of the tax or assessment and such payment of the tax or assessment under protest shall be borne by Borrower.

6. **Hazard Insurance.** Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, lightning, hail, windstorm, explosion and other perils within the term "extended coverage" and such other hazards, including but not limited to floods, as Lender may reasonably require and in such amounts, for such periods, and in such form as Lender may reasonably require. Borrower may choose the insurer through which the insurance is to be obtained, subject to Lender's right to refuse, for reasonable cause, to accept an insurer offered by Borrower. Such insurance policies and renewals thereof shall include a standard mortgage clause and shall make the proceeds of such policies payable solely to Lender and, in the event of foreclosure sale, payable to the owner of the certificate of sale and shall also include a clause providing that the policy may be altered, modified, or cancelled only upon ten (10) days' prior written notice to Lender. Lender shall have the right to hold the policies and renewals thereof, and Borrower shall promptly furnish to Lender all premium notices or bills and all receipts of paid premiums and, in the case of an insurance policy about to expire, shall deliver to Lender proof of the renewals of such policy not less than ten (10) days prior to the date of expiration of such policy. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender, and Lender may make proof of loss thereunder. In the case of loss, Lender is authorized to adjust, collect and compromise, in its discretion, all claims under any such insurance policies, and Borrower hereby agrees to sign, upon request by Lender, all receipts, vouchers and releases required of Borrower by the insurers. Lender is hereby authorized in its discretion to apply the proceeds of any such insurance to the discharge of any obligation insured against, to a restoration of the Property or to the indebtedness of Borrower secured hereby, and any application to the indebtedness shall not relieve Borrower from the obligations hereunder until said indebtedness is paid in full and shall not extend or postpone the due date of the monthly installments referred to in Paragraphs 1 and 2 hereof or change the amount of such installments.

7. **Preservation and Maintenance of Property.** Borrower shall keep the Property in good repair and shall not permit or commit waste, impairment, or deterioration of the Property and shall comply and cause all occupants of the property to comply with all laws and ordinances relating to the maintenance or use of the Property and with all requirements, orders and notices of violation thereof issued by any governmental authority. Borrower shall promptly repair, restore or rebuild any buildings or improvements now or hereafter on the Property which may become damaged or destroyed and shall complete within a reasonable time any building or buildings now or at any time in process of erection upon the Property.

8. **Protection of Lender's Security.** If Borrower fails to perform any of the covenants and agreements contained in this Mortgage, or if any action or proceeding is commenced which may affect Lender's interest in the Property, including, but not limited to, eminent domain, insolvency, code enforcement, or arrangements or proceedings involving a bankrupt or decedent, then Lender at Lender's option may make such appearances, disburse such sums and take such action as Lender may deem necessary to protect Lender's interest, including, but not limited to, disbursement of attorneys' fees and expenses and court costs and expenses and entry upon the Property to make repairs. Any amounts disbursed by Lender pursuant to this Paragraph 8, with interest thereon as hereinafter provided, shall (to the extent permitted by law) become additional indebtedness of Borrower secured by this Mortgage. Such amounts shall be payable upon notice from Lender to Borrower requesting payment thereof and shall bear interest from the date of disbursement at the rate stated in the Note, unless payment of interest at such rate would be contrary to applicable law in which event such amounts shall bear interest at the highest contract rate of interest for individual borrowers permitted by applicable law. Nothing contained in this Paragraph 8 shall require Lender to inquire into the validity of any lien, encumbrance or claim in advancing monies in that behalf hereunder or to incur any expense or do any act hereunder, and Lender shall not incur any personal liability for any action or omission hereunder. The procurement of insurance or the payment of taxes or other liens or charges by Lender shall not be a waiver of Lender's right to accelerate the maturity of the indebtedness secured by this Mortgage.

9. **Inspection.** Lender may make or cause to be made reasonable entries upon and inspections of the Property at any time and from time to time.

10. **Condemnation.** The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of the Property, or part thereof, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender, and, in the event of a partial or total taking of the Property, the proceeds shall be applied to the indebtedness secured by this Mortgage and Lender is hereby authorized to act for and in behalf of Borrower in collecting said proceeds and applying said proceeds, at Lender's option, either to restoration or repair of the Property or to the indebtedness secured by this Mortgage. Any such application of proceeds to the indebtedness secured hereby shall not relieve Borrower from the obligations hereunder until said indebtedness is paid in full and shall not extend or postpone the due date of the monthly installments referred to in Paragraphs 1 and 2 hereof or change the amount of such installments.

11. **Borrower Not Released.** Extension of the time for payment or modification or amortization of the indebtedness secured hereby granted by Lender to any successor in interest of Borrower shall not operate to release, in any manner, the liability of the original Borrower and Borrower's successors in interest. Lender shall not be required to commence proceedings against such successor or refuse to extend time for payment or modify amortization of the indebtedness secured by this Mortgage by reason of any demand made by the original Borrower or any successor in interest or any other person.

12. **Forbearance by Lender Not a Waiver.** Any forbearance by Lender in exercising any right or remedy hereunder, or otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of any right or remedy hereunder and shall not in any manner affect Lender's right to require or enforce performance of any covenant or agreement herein contained.

13. **Remedies Cumulative.** All remedies provided herein are distinct and cumulative to any other right or remedy hereunder or afforded by law or equity, and all remedies, whether provided hereunder or afforded by law or equity, may be exercised concurrently, independently or successively.

14. Successors and Assigns Bound; Joint and Several Liability. The covenants and agreements herein contained shall bind and the rights hereunder shall inure to Lender, its successors and assigns. The covenants and agreements hereby contained shall bind and the rights hereunder shall inure to the heirs, executors, and administrators and successors and assigns of Borrower. All covenants and agreements of Borrower shall be joint and several.

15. Notice: Waiver. Any notice to Borrower provided for in this Mortgage shall be given by mailing such notice by regular first-class mail, postage prepaid, addressed to Borrower at Borrower's address stated above. Any notice provided for in this Mortgage shall be deemed to have been given to Borrower when deposited in the mail in the manner as aforesaid. Except as otherwise provided herein, Borrower hereby waives, to the extent permitted by applicable law, any and all notices, including but not limited to notice of Default (as herein defined) and notice of Lender's acceleration of the indebtedness secured hereby.

16. Use, Alteration and Transfer of Property. Borrower shall not suffer or permit without the written consent of Lender being first had and obtained (a) any use of the Property for a purpose other than that for which the same is now used; (b) any alterations or additions to or demolition or removal of the Property; (c) a purchase upon conditional sale, lease or agreement, under which title is reserved in the vendor, or of the creation of a lien on or security interest in (other than a lien or security interest subordinate to the lien hereof), any apparatus, fixtures, equipment or other materials (other than household appliances) that constitute part of the property hereby mortgaged as herein defined; or (d) a sale, assignment or transfer (other than the creation of a lien or other encumbrance subordinate to the lien hereof), or a transfer by devise, descent or by operation of law upon the death of a joint tenant, or the grant of any leasehold interest of three years or less not containing an option to purchase) of any legal, equitable, or other right, title or interest in or to the property or trust estate or any portion of the property or trust estate.

17. Successor in Interest. In the event the ownership of the Property or any part thereof becomes vested in a person, firm, corporation or other legal entity other than Borrower, Lender may, without notice to Borrower, deal with such successor or successors in interest with reference to this Mortgage and the indebtedness secured hereby in the same manner as with Borrower and may forebear to sue or may extend time for payment of the indebtedness secured hereby without discharging or in any way affecting the liability of Borrower hereunder or upon the indebtedness secured hereby or any secondary liability of Borrower.

18. Default. There is of the essence hereof, and in the event of the occurrence of any one or more of the following events at any time or times hereafter, any one of which shall constitute an event of default ("Default"), hereunder, to-wit: (a) Borrower fails to perform any covenant or agreement contained herein; (b) Mortgagee or Principal Obligor fails to make all or any part of any payment due under the Note when due or declared due hereunder, or otherwise defaults under the terms of the Note or any agreement, document, or instrument hereunder, now or hereafter executed by Mortgagee or Principal Obligor and delivered to Lender; (c) Borrower or any Maker or any Indorser or Guarantor of the Note is adjudicated incompetent; (d) all or a substantial part of the property of Borrower or any Maker or any Indorser or Guarantor of the Note is attached, seized, garnished, subjected to a writ or distress warrant, or is levied upon, or comes within the possession of any receiver, trustee, custodian or assignee for the benefit of creditors; (e) a proceeding under any bankruptcy, reorganization, arrangement of debt, insolvency, readjustment of debt or receivership law or statute is filed by or against Borrower or any Maker or Indorser or Guarantor of the Note, or Borrower or any Maker or any Indorser or Guarantor of the Note makes an assignment for the benefit of creditors; (f) Borrower or any Maker or any Indorser or Guarantor of the Note is enjoined, restrained or in any way prevented by court process from conducting all or any part of said person's affairs; (g) an application is made for an appointment of a receiver, trustee or custodian of all or a substantial part of the property of Borrower or any Maker or any Indorser or Guarantor of the Note by any state, county, municipality or other agency or any department, agency or instrumentality thereof, or by any state, county, municipality or other agency, or any taxes or debts owing at any time or times hereafter to any one or more of them becomes a lien, charge or other claim against or other claim becomes a lien upon all or a substantial part of the property of Borrower or any Maker or any Indorser or Guarantor of the Note; (h) Borrower or any Maker or any Indorser or Guarantor of the Note admits in writing said person's inability to pay said person's debts as they mature; or (k) any warranty, representation or statement made or furnished to Lender by or on behalf of Borrower or any Maker or any Indorser or Guarantor of the Note or of the Note or any beneficiary of the trust is found to have been untrue, incomplete or misleading in any material respect when furnished, then, upon or at any time after the occurrence of any such Default, Lender 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 Lender hereunder, to declare, without notice, all indebtedness secured hereby immediately due and payable, whether or not such Default be remedied by Borrower and Lender may also immediately proceed to foreclose this Mortgage.

19. Foreclosure. Upon the commencement of any foreclosure proceeding hereunder, the court in which such complaint is filed may, at any time, either before or after sale, and without notice to Borrower or any party claiming under Borrower, and without regard to the then value of the Property, or whether the same shall then be occupied by the owner of the equity of redemption and with- as a homestead, appoint a receiver with power to manage and rent and to collect the rents, income, receipts, revenue, issues and profits of the Property during the pendency of such foreclosure suit and the statutory period of redemption, and such sums, when collected, may be applied before as well as after the master's sale, towards the payment of the indebtedness, costs, taxes, insurance or other items necessary for the protection and preservation of the Property, including but not limited to the expenses of such receivership and the costs and expenses provided in Paragraph 21 hereof; and upon foreclosure and sale of the Property there shall be first paid out of the proceeds of such sale the costs and expenses provided in Paragraph 21 hereof; then the principal indebtedness, including but not limited to Future Advances, whether due and payable by the terms hereof or not, and the interest due thereon up to the time of such sale rendering the overplus, if any, unto Borrower and it shall not be the duty of the purchaser to see to the application of the purchase money.

20. Reinstatement. Notwithstanding Lender's acceleration of the indebtedness secured by this Mortgage, Borrower shall have the right to have any proceedings begun by Lender to enforce this Mortgage discontinued at any time prior to entry of a judgment enforcing this Mortgage if: (a) Borrower pays Lender all sums which would be then due under this Mortgage, the Note and notes secured by Lender as provided in Paragraph 8 and Paragraph 21 hereof; and (d) Borrower takes such action as Lender may reasonably require to assure that the lien of the Mortgage, Lender's interest in the Property and Borrower's obligation to pay the sums secured by Lender as provided in Paragraph 8 and Paragraph 21 hereof, if any, had no acceleration occurred; (b) Borrower cures all Defaults; (c) Borrower pays the expenses incurred by Lender as provided in Paragraph 8 and Paragraph 21 hereof; and (d) Borrower takes such action as Lender may reasonably require to assure that the lien of the Mortgage, Lender's interest in the Property and Borrower's obligation to pay the sums secured hereby shall remain in full force and effect as if no acceleration had occurred.

21. Costs and Expenses. In the event of a Default, there shall be included in the indebtedness secured hereby (to the extent permitted by law) all of the following: any amounts disbursed by Lender pursuant to Paragraph 8 hereof; reasonable attorneys' fees and expenses; costs and expenses of appraisal of the Property; money advanced for insurance, taxes, assessments and liens; outlays for documentary evidence; stenographers' charges; court costs; Master's fees and cost of procuring or completing an abstract of title; Torrens Certificate or title insurance policy or commitment therefor. Such costs and expenses shall be included in the indebtedness secured hereby without regard to whether proceedings for foreclosure are commenced and without regard to whether such foreclosure proceedings, if commenced, proceed to final decree and sale.

22. Waiver of Redemption. Except if the Property as of the date hereof is improved with a dwelling for not more than four families or except if the loan evidenced by the Note is to be used, in whole or in part, to finance the construction of a dwelling for not more than four families or except if the Property is used or intended to be used for agricultural purposes, Borrower hereby waives, and represents that it is authorized and empowered to waive, any and all rights of redemption from sale under any order or decree of foreclosure of this Mortgage on behalf of the trust estate and all persons beneficially interested therein, and each and every person except decedent or judgment creditor of Borrower in its capacity as trustee and of the trust estate, acquiring any interest in or title to the Property subsequent to the date hereof.

23. Payment and Release. Upon the full payment of said Note and of any Future Advances and other indebtedness secured hereby and upon the performance of all of the covenants and agreements herein contained to be done and performed by Borrower, Lender shall release this Mortgage at Borrower's expense.