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71433272

THIS INDENTURE WITNESSETH: That the undersigned

MARQUETTE NATIONAL BANK, a National Banking Association, organized and existing under the laws of the United States of America not personally but as Trustee under the provisions of a Deed or Deeds in trust duly recorded and delivered to the undersigned in pursuance of a Trust Agreement dated NOVEMBER 15, 1933 and known as trust number 10668, hereinafter referred to as the Mortgagor, does hereby Mortgage and convey

PROSPECT FEDERAL SAVINGS AND LOAN ASSOCIATION OF NORTHERN ILLINOIS BANK a corporation organized and existing under the laws of the United States of America hereinafter referred to as the Mortgagee, the following real estate in the County of COOK in the State of Illinois, to wit:

LOTS 46 AND 47 (EXCEPT THAT PART TAKEN FOR STREETS) IN BLOCK 6 IN ARCHER HEIGHTS, A SUBDIVISION OF PART OF THE NORTH WEST 1/4 OF THE SOUTH EAST 1/4 OF SECTION 10, TOWNSHIP 38 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN (AS PER PLAT RECORDED JULY 12, 1907 AS DOCUMENT 4065470), IN COOK COUNTY, ILLINOIS.

P.I.N. #: 19-10-401-008 & 009

Together with all buildings, improvements, fixtures or appurtenances now or hereafter erected thereon or placed thereon, including all apparatus, equipment, machinery, or articles, whether in simple units or centrally controlled, used to supply heat, gas, air conditioning, water, light, power, refrigeration, ventilation or other services, and any other thing now or hereafter the fruit of which by leases or licenses is customary or appropriate, including street, window shades, storm doors and windows, awnings, screen doors, in-a-door beds, awnings, screens and water heaters, all of which are intended to be and are hereby declared to be a part of said real estate whether physically attached thereto or not; and also together with all easements and the rents, issues and profits of said premises which are hereby pledged, assigned, transferred and set over unto the Mortgagee, whether now due or hereafter to become due as provided herein. The Mortgagee is hereby subordinated to the rights of all mortgages, liens and claims of 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, apparatus and equipment, and with all the rights and privileges thereto belonging, unto said Mortgagee forever, for the uses herein set forth, free from all taxes and benefits under the homestead, exemption and valuation laws of any state, which said rights and benefits said Mortgagee does hereby release and waive.

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

ONE HUNDRED TWENTY-THREE THOUSAND AND NO/100 Dollars

(5) 123,000.00, which Note, together with interest thereon as therein provided, is payable in monthly installments of

ONE THOUSAND SEVEN HUNDRED SIXTY-FOUR AND 70/100 Dollars

(5) 1,547.11 commencing the first day of JANUARY 1988, which payments are to be applied, first, to interest, and the balance to principal, until said indebtedness is paid in full.

(2) any advances made by the Mortgagee to the Mortgagor, or its successor in title, for any purpose, at any time before the release and cancellation of this Mortgage, but at no time shall this Mortgage secure advances on the original Note with such additional sum of ONE HUNDRED TWENTY-THREE THOUSAND AND NO/100 Dollars (\$123,000.00), provided that, nothing herein contained shall be considered as limiting the amounts that shall be secured hereby when advanced to protect the security of a loan made by the Mortgagee.

(3) the performance of all of the covenants and obligations of the Mortgagor to the Mortgagee, as contained herein and in said Note.

THE MORTGAGE COVENANTS:

A (1) To pay said indebtedness and the interest thereon as herein and in said note provided, or according to an agreement extending the time of payment thereof; (2) To pay when due and before any penalty attaches thereto all taxes, special taxes, special assessments, water charges, and sewer service charges against said property (including those heretofore due), and to furnish Mortgagee, 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 mortgage note, 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 satisfactory to the Mortgagee making them payable to the Mortgagee, and in case of foreclosure sale payable to the owner of the certificate of sale, owner of any deficiency, any receiver or redeemer, or any party in a deed poll or deed of foreclosure; and in case of loss under such policies, the Mortgagee is authorized to adjust, adjust and compromise, as its discretion, all claims thereunder and to execute and deliver to the Mortgagor all necessary forms of loss, receipts, vouchers, releases and assignments required to be signed by the insurance companies, and the Mortgagee agrees to sign, upon demand, all receipts, vouchers and releases required of him 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 satisfaction of the debt 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 Mortgagee elects to apply on the indebtedness secured hereby 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 encumbrance or other lien or claim of third party, subordinate to the lien hereof; (6) Not to make, suffer or permit any unlawful use of or any nuisance to exist on said property nor to diminish nor impair its value by any act or omission to act; (7) To comply with all requirements of law with respect to mortgaged premises and the use thereof; (8) Not to make, suffer or permit, without the written permission of the Mortgagee, apparatus, appurtenances, fixtures or equipment now or hereafter upon said property; (9) 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 in or upon any buildings or improvements on said property; (9) To complete within a reasonable time any buildings or improvements now or at any time in process of erection, upon the premises; (10) to pay a reasonable fee, not less than \$15.00 for the issuance of a release deed upon the payment of the debt hereby secured.

B In order to provide for the payment of taxes, assessments, insurance premiums, and other annual charges upon the property securing this indebtedness, and other insurance required or accrued, the undersigned promises to pay to the Mortgagee a pro rata portion of the current year taxes upon the distribution of the loan and to pay monthly to the Mortgagee, in addition to the above payment, a sum estimated to be equivalent to one-twelfth of such taxes, which payment may, at the option of the Mortgagee, (a) be held by it without obligation to pay interest thereon and commingled with other such funds of its own funds for the payment of such taxes; (b) be carried in a savings account and withdrawn by it to pay such taxes; or (c) be credited to the unpaid balance of said indebtedness as received, provided that the Mortgagee advances upon this obligation sum sufficient to pay said taxes at the same accrue and become payable. If the amount estimated to be sufficient to pay said taxes is not sufficient, the undersigned promises to pay the difference upon demand. If such sums are held or carried in a savings account or escrow account, the same are hereby pledged to further secure this indebtedness. The Mortgagee is authorized to pay said taxes as charged or billed without further inquiry.

C This mortgage contract provides for additional advances which may be made at the option of the Mortgagee and secured by this mortgage, and it is agreed that in the event of such advances the amount thereof may be added to the mortgage debt and shall increase the unpaid balance of the note hereby secured by the amount of such advance and shall be a part of said note indebtedness under all of the terms of said note and that contract as fully as if a new such note and contract were executed and delivered. An optional Advance Agreement may be given and accepted for such advance, and provision may be made for different monthly payments and a different interest rate and other express modifications of the contract, but in all other respects this contract shall remain in full force and effect as to said indebtedness, including all advances.

D That in case of failure to perform any of the covenants herein, Mortgagee may do on Mortgagor'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 repay upon demand any moneys paid or disbursed by Mortgagee for any of the above purposes and such moneys together with interest thereon at the highest rate for which it is then lawful to contract shall become so much 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 acquire into the validity of any lien, encumbrance or claim in advancing moneys as above authorized, but nothing herein contained shall be construed as requiring the Mortgagee to advance any moneys for any purpose nor to do any act hereunder; and the Mortgagor shall not incur any personal liability because of anything it may do or omit to do hereunder;

E That it is the intent hereof to secure payment of said note and obligation whether the entire amount shall have been advanced to the Mortgagor at the date hereof, or at a later date, and to secure any other amount or amounts that may be added to the mortgage indebtedness under the terms of this mortgage contract;

F 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 such successor or successors in interest with reference to this mortgage and the debt hereby secured in the same manner as with the Mortgagor, 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 Mortgagor hereunder or upon the debt secured;

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Box

MORTGAGE

MARQUETTE NATIONAL BANK

UNOFFICIAL COPY

Prospect Federal Savings
and Loan Association
of Northern Illinois

6858 S. PULASKI

CHICAGO, IL 60629

52-01007696

333

BOX 333-GG

THIS INSTRUMENT WAS PREPARED BY
PATRICIA L. M
PROSPECT FEDERAL SAVINGS AND LOAN
ASSOCIATION OF NORTHERN ILLINOIS

555 E. Butterfield Road

Lombard, Illinois 60148

Prospect Federal Savings - AS645 JUCTI-Spread - 576

Secretary of said corporation, and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that as such officers they signed and delivered the said deed of said corporation, for the uses and purposes therein set forth.

Personally known to me to be the Vice President of Marquette National Bank

and for said County, in the State aforesaid, DO HEREBY CERTIFY THAT

the undersigned, Patricia Croley, a Notary Public in

STATE OF ILLINOIS

Assistant Secretary

BY

As Trustee as aforesaid and not personally

MARQUETTE NATIONAL BANK

Secretary, this 2ND day of NOVEMBER, A.D., 19 87.

be signed by its Vice President, and its corporate seal to be hereunto affixed and attested by its Assistant

IN WITNESS WHEREOF, the undersigned corporation, not personally, but as Trustee as aforesaid, has caused these presents to

be signed by its Vice President, and its corporate seal to be hereunto affixed and attested by its Assistant

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52660320

Patricia Croley
Notary Public

My Commission Expires 7/12/89
Notary Public, State of Illinois
PATRICIA CROLEY
Seal, Official Seal of

Wanted to

UNOFFICIAL COPY

9 7 6 4 0 3 2 0

Property of Cook County Clerk's Office

COOK COUNTY, ILLINOIS
FILED FOR RECORD

1987 DEC -3 AM 10: 16

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