

# UNOFFICIAL COPY

THIS INSTRUMENT WAS PREPARED BY

## MORTGAGE

Marilyn L. Lanners  
LAND OF LINCOLN S & L  
1400 N. Gannon Dr.  
Hoffman Est., IL 60194

THIS INDENTURE WITNESSETH: That the undersigned ILLINOIS REGIONAL BANK, F.S.B.  
ELMHURST NATIONAL BANK, a National Banking Association  
a corporation organized and existing under the laws of the State of  
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 6/28/83,  
and known as trust number 1000, hereinafter referred to as the  
Mortgagor, does hereby Mortgage and Warrant to

### LAND OF LINCOLN SAVINGS AND LOAN

a corporation organized and existing under the laws of the State of  
Illinois, hereinafter referred to as the Mortgagee, the following real  
estate, situated in the County of Cook in the State of Illinois, to  
wit:

See Exhibit "A" attached

Together with all buildings, improvements, fixtures or  
appurtenances now or hereafter erected thereon, including all  
apparatus, equipment, fixtures, or articles, whether in single units or  
centrally controlled, used to supply heat, gas, air conditioning,  
water, light, power, refrigeration, ventilation or otherwise and any  
other thing now or hereafter therein or thereon the furnishing of which  
by lessors to lessees is customary or appropriate, including screens,  
venetian blinds, window shades, storm doors and windows, floor  
coverings, screen doors, in-a-door beds, awnings, stoves and water  
heaters (all of which are 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 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  
whether it is now or may be hereafter existing or which may be made by  
the Mortgagee under the power herein granted to it; it being 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 merged in any foreclosure decree, and (b) to establish an  
absolute transfer and assignment to the Mortgagee of all such leases  
and agreements and all the avails thereunder, together with the right  
in case of default, either before or after foreclosure sale, to enter  
upon and take exclusive 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 avails, rents, issues and profits regardless of when  
earned and use such measures whether legal or equitable as it may deem  
proper to enforce collection thereof, employ renting agencies or other  
employees, alter or repair said premises, buy furnishings and equipment  
therefor when it deems necessary, purchase all kinds of insurance, and  
in general exercise all powers ordinarily incident to absolute  
ownership, advances 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 retain  
reasonable compensation for itself, pay insurance premiums, taxes and  
assessments, and all expenses of every kind, including attorneys' 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 aforesaid 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 personam therefor or not.  
Whenever all of the indebtedness secured hereby is paid, and the  
Mortgagee, in its sole discretion, feels there is no substantial  
uncorrected default in performance of the Mortgagor's agreements  
herein, the Mortgagee, on satisfactory evidence thereof shall  
relinquish possession and pay to Mortgagor any surplus income in its  
hands. The possession of Mortgagee may continue until all indebtedness  
secured hereby is paid in full or until the delivery of a Master's Deed  
or Special Commissioner's Deed pursuant to a decree foreclosing the  
lien hereof, 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  
hereof. Mortgagee shall have all powers, if any, which it might have  
had without this paragraph. No suit shall be sustainable against  
Mortgagee based upon acts or omissions relating to the subject matter  
of this paragraph unless commenced within sixty days after Mortgagee's  
possession ceases.

TO HAVE AND TO HOLD the said property with said buildings,  
improvements, fixtures, appurtenances, apparatus and equipment unto  
said Mortgagee 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 said Mortgagor does hereby  
release and waive.

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(9) That if the Mortgagor shall procure contracts of insurance upon his life and disability insurance for loss of time by accidental injury or sickness, or either such contract making the mortgagee beneficiary thereunder, the mortgagee may pay the premiums for such insurance and add said payments to the principal indebtedness secured by this mortgage, to be repaid in the same manner and without changing the amount of the monthly payments, unless such change is by mutual consent.

(8) Not to suffer or permit, without the written permission of the mortgagee being first had and obtained (a) any use of the property for alterations, additions, demolition, removal or sale of any improvements, apparatus, appliances, fixtures or equipment now or hereafter upon said property, (b) a purchase on conditional sale, lease or agreement under which title is reserved in the vendor, or any apparatus, fixtures or equipment to be placed in or upon any buildings or improvements on said property.

(7) To comply with all requirements of law with respect to the mortgaged premises and the use thereof;

(6) Not to suffer or permit any unlawful use of or any nuisance to exist on said property nor to diminish or impair its value by any act or omission to act;

(5) To keep said premises in good condition and repair, without expressly subordinating to the lien hereof, waste, and free from any mechanic's, or other lien or claim of lien not

or destroyed; (4) To promptly repair, restore or rebuild any buildings or improvements now or hereafter on the premises which may become damaged

or destroyed; (3) To complete within a reasonable time any buildings or improvements now or at any time in process of erection upon said

premises; (2) To keep the improvements now or hereafter situated upon said premises insured against loss or damage by fire, lightning, windstorm

and such other hazards, including liability under laws relating to mortgaged premises, including liability for loss or damage by fire, lightning, windstorm

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(5) That upon the commencement of any foreclosure proceeding hereunder the court in which such bill is filed may at any time, or any party claiming under him, and without notice to the mortgagor, or the mortgagor or the value of said premises, or whether the same shall be occupied by the owner of said premises, or whether the same shall be a decree therefor or in personam or not, and if a receiver shall be appointed he shall remain in possession until the expiration of the full period allowed by statute for redemption, whether there be of the redemption of not, and until the issuance of deed in case of sale, but it need be issued, until the expiration of the statutory period, during which it may be issued and no lease of said premises shall be permitted by the appointment of entry in possession of a receiver but he may elect to terminate any lease junior to the lien hereof, and upon foreclosure of said premises, there shall be allowed and included as an additional independent interest in the decree of sale all expenditures and expenses together with interest thereon at the rate of \_\_\_\_\_ per annum, which may be paid or incurred by or on behalf of the mortgagor for attorney's fees, mortgages, fees, appraisals, fees, outlays for exhibits attached to pleadings, documents, fees and expert evidence, 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 or title, title searches, examinations and reports, guaranty policies,

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(4) That time is of the essence hereof, and it 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 or said property, or upon the filing of a proceeding in bankruptcy by or against the mortgagor, or if the mortgagor shall make an assignment for the benefit of his creditors or if his property be placed under control of or in custody of any court or officer of the government, or if the mortgagor abandon any or said property, then and in any of said events, the mortgagor in 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 mortgagor hereunder to declare, without notice all sums secured hereon immediately due and payable, toward the payment of said mortgage and said independent interest of the mortgagor to the mortgagee, and in any foreclosure immediately proceed to foreclose this mortgage, and in any foreclosure a sale may be made of the premises embraced without offering the several parts separately;

(3) That no sale or transfer of the within premises need be recognized by the mortgagee unless there be executed a Transfer and Assumption Agreement by the mortgagor and his grantee, at which time the mortgagee shall have the right to re-negotiate the interest rate to be paid for the remaining term of this loan.

(2) That it is the intent hereof to secure payment of said note whether the entire amount shall have been advanced to the mortgagor at the date hereof or at a later date, or having been advanced, shall have been repaid in full and further advances made at a later date, which advances shall in no event operate to make the principal sum of the indebtedness greater than the original principal amount plus any amount for the purpose of paying premiums under Section A(2) above, or for other purposes;

(1) That in the case of failure to perform any of the covenants herein, the mortgagee may do on the mortgagor's behalf everything so governed, that the mortgagee may also do any act it may deem necessary to protect the lien hereof, that the mortgagor will repay upon demand any money paid or disbursed by the mortgagee for any of the above purposes and such money together with interest thereon at the highest rate for which it is then lawful to contract shall become so much additional independent interest hereby secured 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 lien, encumbrance, or claim in advancing money as above authorized, but nothing herein contained shall be construed as requiring the mortgagee to advance any moneys for any purpose not to do any act hereunder and that mortgagee shall not incur any personal liability because of anything it may do or omit to do hereunder;

B. THE MORTGAGOR FURTHER COVENANTS:

Mortgagor(s), hereby waive(s) any and all rights of redemption from sale under any order of decree of foreclosure of this mortgage, on his, her or their behalf, except decree of judgment creditors of the mortgagor, acquiring any interest in or title to the premises subsequent to the date of this trust deed or mortgage and hereby warrant that he, she or they possess(es) full power and authority to waive his, her or their rights of redemption.

SECRETARY & TRUST OFFICER  
GEORGE F. HENNING

SECRETARY  
DORWARD J. HENNING

BY: *[Signature]*  
As Trustee as aforesaid and  
not personally

*[Signature]*

ATTEST:

NATIONAL BANKING ASSOCIATION  
ELMHURST NATIONAL BANK

IN WITNESS WHEREOF, ELMHURST NATIONAL BANK, a National Banking Association, not personally but as Trustee as aforesaid has caused these presents to be signed by its President, and its corporate seal to be hereunto affixed and attested by its Secretary, this 11th day of October, A.D. 1928.

(10) Further, it is stated in the application form of the mortgagee that the within property is being purchased for mortgagee and then fails to occupy said premises, then at the election of the mortgagee, the mortgagee shall have the right to declare all sums secured thereby immediately due and payable.

(9) The undersigned on behalf of themselves, their successors, and assigns agree that, in the event title or any interest therein shall be conveyed to or the beneficial interest in the property described herein securing the obligation becomes vested in any one person or persons, firm, trust, or corporation, other than the undersigned or any one or more of them, then the payee, successors and assigns, after such transfer or right, interest to be paid hereunder, not to exceed the legal rate of interest at the time increased, whenever the payee, successors or assigns shall elect to increase the rate of interest, the undersigned and assigns shall give written notice of such increase to the mortgagee. The undersigned and assigns shall be further agree to pay to the mortgagee not more than three percent (3%) of the original amount for the transfer of title as a service charge.

(8) The mortgagee 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 judgment creditor or the mortgagee or assignee, in or title to the premises subsequent to the date of this mortgage.

(7) This mortgage is executed by ELMHURST NATIONAL BANK, a National Banking Association, and is 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 it is explained understood and agreed that nothing herein or in said note contained shall be construed as creating any liability on the said mortgagee, personally or as Trustee, either individually or as Trustee, for the payment of any interest that may accrue thereon, or any indebtedness accruing hereunder, or to perform any covenant, or any implied or implied herein contained, and by every person now or hereafter claiming any right or security hereunder, and that so far as ELMHURST NATIONAL BANK, its successors, personally or as Trustee, or its successors, legal holder or holders of said note, and the owner or owners of any indebtedness accruing hereunder shall look solely to the premises hereby conveyed for the payment hereof, by the enforcement of the lien hereby created in the manner herein and in said note provided or by action to enforce the personal liability of the guarantor, if any.

(6) That each right, power and remedy herein conferred upon the mortgagee is cumulative of every 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 the mortgagee to require or to 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 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 heirs, executors, administrators, 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.

Tortious certificate 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 or value of said premises, all of which amounts together with interest as herein provided shall be immediately due and payable by the mortgagee in connection with (a) any proceeding, including probate or bankruptcy proceedings to which either party hereto shall be a party by reason of this mortgage or any suit hereby secured; or (b) proceedings for the commencement of any suit for the foreclosure hereof after the actual or constructive foreclosure, whether or not actually commenced; or (c) proceedings for the defense of or intervention in any suit or proceeding, which might affect the premises or the security hereof. In the event of a foreclosure sale of said premises there shall first 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 mortgagee and the purchaser shall not be obliged to see to the application of the purchase money.

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Property of Cook County Clerk's Office

Notary Public

*Charles W. Miller*  
My commission expires 5-29-89

GIVEN under my hand and Notarial seal, this 11th day of December, 1987.

In the State of Illinois, I, the undersigned, a Notary Public, in and for said County, do hereby certify that the foregoing instrument was subscribed to by the same persons whose names are subscribed to the foregoing instrument as President of *Illinois Community College*, and Edward J. *Miller*, Secretary of said corporation, who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such President, and Secretary, and I, the undersigned, appear before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act and as the free and voluntary act of said corporation, as the said *Charles W. Miller* Secretary then and there acknowledged that said corporation, did affix said seal to said instrument as said corporation, as Trustee as aforesaid, for the uses and purposes therein set forth.

EXHIBIT "A"

Legal Description for Monarch Place II

LOT(s) 128, 132 & 148 in Monarch Place Phase II, being a subdivision of part of the Northeast 1/4 and the Southeast 1/4 of Section 3, Township 35 North, Range 13 East of the Third Principal Meridian, in Cook County, Illinois.

PTI 31-03-400-017 Vol 178  
31-03-200-035 Vol 178

Property Address(es)

Lot 128 18669 Willow Ave. Country Club Hills, IL.  
Lot 132 18636 Willow Ave. Country Club Hills, IL.  
Lot 148 18723 Willow Ave. Country Club Hills, IL.

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Property of Cook County Clerk's Office