

MORTGAGE

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81130010 Cleland

THIS INDENTURE, made this 12th day of December, 1986, between
Independent Trust Corporation a n Illinois Corporation
not personally but as Trustee under the provisions of a Deed or Deeds in Trust duly recorded and delivered
to said Corporation in pursuance of a Trust Agreement dated November 20, 1986
and known as Trust Number 529, herein referred to as "Mortgagor", and
Allan Gustafson, Individually

~~WHEREAS, THE MORTGAGOR IS JUSTLY INDEBTED TO THE MORTGAGEE IN THE PRINCIPAL SUM OF~~ One Hundred
Fifty Thousand and no/100- Dollars, evidenced by the one certain Mortgage Note of the Mortgagor
of even date herewith, made payable to Mortgagee and delivered, in and by which said Mortgage Note the
Mortgagor promises to pay the said principal sum on or before June 15, 1988,

with interest thereon from December 15, 1986 until maturity at the rate of 2-1/2% over the
local published rate from time to time in effect at Chicago City Bank with a minimum of
7-1/2% and a maximum of 13-1/2%
per annum, payable monthly on the 1st day of each month
in each year, all of said principal and interest being made payable at such banking house or trust company
in Cook County, Illinois as the Mortgagee may, from time to time, in writing appoint, and in the absence
of such appointment, then at the office of Allan Gustafson, 2025 Dolton Road,
Calumet City, Illinois 60409

NOW, THEREFORE, the Mortgagor, to secure payment of the principal sum of money, interest
thereon and all other sums due under the terms of said Note, in accordance with its tenor and effect, and
the performance of the covenants and agreements herein contained by the Mortgagor to be performed, and
also in consideration of the sum of One Dollar in hand paid, the receipt whereof is hereby acknowledged,
does by these presents convey and mortgage unto the Mortgagee, its successors and assigns, the following
described real estate and all of its right, title and interest therein situate, lying and being in the
Village of East Hazel Crest, County of Cook
and State of Illinois, to-wit:

The South 9.06 feet of Lot 29; all of Lot 30 and the North 9.34
feet of Lot 31, all in Homeood Court Apartments First Addition,
being a Subdivision of part of the East 1/2 of the Southeast 1/4 of
Section 29, Township 36 North, Range 14, East of the Third
Principal Meridian, according to the Plat thereof recorded
January 12th, 1978 as Document No. 24283365.

Commonly known as: 17325 Wooded Path Drive
East Hazel Crest, Illinois
29-29-411-005-29
006-30
007-31
HBO RD

which, with the property hereinafter described, is referred to herein as the "premises."

TOGETHER with all improvements, tenements, easements, fixtures, and appurtenances thereto
belonging, and all rents, issues and profits thereof for so long and during all such times as Mortgagor, its
successors or assigns, may be entitled thereto (which are pledged primarily and on a parity with said real
estate and not secondarily), and all apparatus, equipment or articles now or hereafter therein or thereon
used to supply heat, gas, air conditioning, water, light, power, refrigeration (whether single units or
centrally controlled), and ventilation, including (without restricting the foregoing), screens, window
shades, storm doors and windows, floor coverings, inador beds, awnings, stoves and water heaters. All of
the foregoing are declared to be a part of said real estate whether physically attached thereto or not, and it
is agreed that all similar apparatus, equipment or articles hereafter placed in the premises by Mortgagor or
its successors or assigns shall be considered as constituting part of the real estate.

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TO HAVE AND TO HOLD the premises unto the said Mortgagee, its successors and assigns, forever.

IT IS FURTHER UNDERSTOOD AND AGREED THAT:

1. Until the indebtedness aforesaid shall be fully paid, and in case of the failure of Mortgagor, its successors or assigns, to: (a) promptly repair, restore or rebuild any buildings or improvements now or hereafter on the premises which may become damaged or destroyed; (b) keep said premises in good condition and repair, without waste, and free from mechanic's or other liens or claims for lien not expressly subordinated to the lien hereof; (c) 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 Mortgagee; (d) complete within a reasonable time any improvement or improvements now or at any time in process of erection upon said premises; (e) comply with all requirements of law or municipal ordinances with respect to the premises and the use thereof; (f) refrain from making material alterations in said premises except as required by law or municipal ordinance; (g) pay before any penalty attaches all general taxes, and pay special taxes, special assessments, water charges, sewer service charges, and other charges against the premises when due, and upon written request, to furnish to Mortgagee duplicate receipts therefor; (h) pay in full under protest, in the manner provided by statute, any tax or assessment, which Mortgagee may desire to contest; (i) keep all buildings and improvements now or hereafter situated on said premises insured against loss or damage by fire, lightning or wind-storm (and flood damage, where the lender is required by law to have its loan so insured) 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 indebtedness secured hereby, all in companies satisfactory to Mortgagee, under insurance policies payable, 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 to deliver all policies, including additional and renewal policies, to Mortgagee, and in case of insurance about to expire, to deliver renewal policies not less than ten days prior to the respective dates of expiration; then Mortgagee may, but need not, make any payment or perform any act hereinbefore set forth in any form and manner deemed expedient, and may, but need not, make full or partial payments of principal or interest on prior encumbrances, if any, and purchase, discharge, compromise or settle any tax lien or other prior lien or title or claim thereof, or redeem from any tax sale or forfeiture affecting said premises or contest any tax or assessment. All moneys paid for any of the purposes herein authorized and all expenses paid or incurred in connection therewith, including attorney's 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 interest thereon at a rate equivalent to the post maturity rate set forth in the note secured by this mortgage, if any, otherwise the prematurity rate set forth therein. Inaction of Mortgagee shall never be considered as a waiver of any right accruing to it on account of any of the provisions of this paragraph.

2. The Mortgagee in making any payment hereby 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.

3. At the option of Mortgagee, and without notice to Mortgagor, its successors or assigns, all unpaid indebtedness secured by this Mortgage shall, notwithstanding anything to the contrary, become due and payable (a) immediately in the case of default in making payment of interest on the note, or (b) in the event of the failure of Mortgagor, or its successors or assigns, to do any of the things specifically set forth in paragraph one hereof, and such default shall continue for three days, said option to be exercised at any time after the expiration of said three day period.

4. When the indebtedness hereby secured shall become due 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' charges, publication costs and costs (which may be estimated as to items to be expended after entry of the decree) of procuring all such abstracts of title, title searches and examinations, title 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 shall become so much additional indebtedness secured hereby and immediately due and payable with interest thereon at a rate equivalent to the post maturity rate set forth in the note secured by this Mortgage, if any, otherwise the prematurity rate set forth therein, when paid or incurred by Mortgagee in connection with (a) any proceeding, including probate and bankruptcy proceedings to which it shall be a party, either as plaintiff, claimant or defendant, by reason of this Mortgage or any indebtedness hereby secured; or (b) preparations for the commencement of any suit for the foreclosure hereof after accrual of such right to foreclose whether or not actually commenced; or (c) preparations for the defense of any threatened suit or proceeding which might affect the premises or the security hereof, whether or not actually commenced.

5. The proceeds of any foreclosure sale of the premises shall be distributed and applied in 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 indebtedness additional to that evidenced by the note, with

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interest thereon as herein provided; third, all principal and interest remaining unpaid on the note; fourth, any overplus to Mortgagor, its legal representatives or assigns, as their rights may appear.

6. Upon, or at any time after the filing of a bill to foreclose this Mortgage, the court in which such bill is filed may appoint a receiver of said premises. Such appointment may be made either before or after sale, without notice, without regard to the solvency or insolvency at the time of application for such receiver, of the person or persons, if any, liable for the payment of the indebtedness secured hereby, and without regard to the then value of the premises 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 case 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 Mortgagor, its successors or assigns, 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 during 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: (a) 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, (b) the deficiency in case of a sale and deficiency.

7. Mortgagor shall have the right to inspect the premises at all reasonable times and access thereto shall be permitted for that purpose.

8. Provided that no uncured event of default exists under the terms hereof or of the Note, Mortgagee will, upon demand of Mortgagor (which may be made at any time and from time to time), execute and deliver to Mortgagor partial releases releasing from the lien hereof such portion or portions of the premises as Mortgagor shall designate. Mortgagor, to be entitled to the execution and delivery of any such partial release, shall pay to Mortgagee at the time of such demand an amount equal to the required "prepayment for partial release" for each portion of the premises so designated by Mortgagor, as set forth in the Schedule of one page hereto annexed. Said amount shall be applied upon the principal balance of the indebtedness evidenced by the Note. Mortgagee may charge a reasonable sum in addition as a fee for preparing and issuing each such partial release.

9. THE MORTGAGOR HEREBY WAIVES ANY AND ALL RIGHTS OF REDEMPTION FROM SALE UNDER ANY ORDER OR DECREE OF FORECLOSURE OF THIS MORTGAGE ON BEHALF OF MORTGAGOR, THE TRUST ESTATE AND ALL PERSONS BENEFICIALLY INTERESTED THEREIN, AND EACH AND EVERY PERSON, EXCEPT DECREE OR JUDGMENT CREDITORS OF THE MORTGAGOR IN ITS REPRESENTATIVE CAPACITY AND OF THE TRUST ESTATE, ACQUIRING ANY INTEREST IN OR TITLE TO THE PREMISES MORTGAGED HEREUNDER SUBSEQUENT TO THE DATE OF THIS MORTGAGE. MORTGAGOR HEREBY REPRESENTS THAT IT HAS BEEN AND IS AUTHORIZED AND EMPOWERED BY THE TRUST INSTRUMENT AND BY ALL PERSONS HAVING A POWER OF DIRECTION OVER IT AS SUCH TRUSTEE TO EXECUTE THE FOREGOING WAIVER.

10. If any guarantor of payment of the indebtedness secured hereby (or if the indebtedness be not guaranteed, any person or persons owning in the aggregate more than 33 per cent of the beneficial interest in the trust of which Mortgagor is Trustee) shall voluntarily file a petition under the Federal Bankruptcy Act, as such Act may from time to time be amended, or under any similar or successor Federal statute relating to bankruptcy, insolvency, arrangements or reorganizations, or shall file an answer in an involuntary proceeding admitting insolvency or inability to pay debts, or shall be adjudged a bankrupt, or if his or their beneficial interest in said Trust shall become subject to attachment, garnishment, supplemental proceedings or other judicial seizure which is not discharged within 10 days, then Mortgagee may at Mortgagee's option declare all of the sums secured by this Mortgage to be immediately due and payable without prior notice to Mortgagor.

11. On the sale or transfer of all or any part of the premises subject to the lien of this Mortgage, or of more than 33 per cent of the beneficial interest in the trust of which Mortgagor is Trustee, Mortgagee may at Mortgagee's option declare all of the sums secured by this Mortgage to be immediately due and payable. This option shall not apply in case of (a) transfers by devise, descent or by operation of law upon the death of an individual beneficiary, (b) sales or transfers when the transferee's creditworthiness and management ability are satisfactory to Mortgagee and the transferee has executed prior to the sale or transfer a written assumption agreement containing such terms as Mortgagee may require, including, if required by Mortgagee, an increase in the rate of interest payable under the Note, and (c) transfers of all of the premises then encumbered by this Mortgage, or of all of the beneficial interest in said trust, to secure an indebtedness of the Mortgagor, or of the beneficiaries of said trust, to an institutional lender or to a private lender satisfactory to Mortgagee.

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12. Payment of Interest and Principal:

- A. Interest only computed from the date of each disbursement until maturity at the rate of two and one-half (2 ½%) percent per annum above the prime rate as set and announced to the public from time to time by Chicago City Bank shall be paid monthly beginning on the first day of the month following the first disbursement hereunder, and thereafter on the first day of each succeeding month until maturity. Interest shall be computed on the basis of a 360-day year. Each change of the interest rate charged hereunder is and shall become effective on the date of each change in the prime rate as that term is defined herein. The interest rate shall not be less than seven and one-half (7 ½%) percent nor more than thirteen and one-half (13 ½%) percent;
- B. The entire outstanding principal balance and accrued interest thereon shall be due and payable eighteen (18) months after the initial draw.

13. Reserve for Interest and Contingencies:

A reserve for interest and contingencies (upon which interest shall not be computed until drawn) shall be established on the books of the Mortgagee of this in the amount of Five Thousand and 00/100 (\$5,000.00) Dollars on the date of the first disbursement of the proceeds of this Note. Interest shall be computed only on the cumulative disbursement of the proceeds of this Note and shall be charged to the reserve for interest on the first day of each month beginning on the first day of the month following the date of the first disbursement hereunder. Interest to the extent not charged to the interest reserve shall be payable on the first day of each month. A monthly statement of the interest charged to the interest reserve shall be sent to the Independent Trust Corporation or to whom the Independent Trust Corporation directs.

14. Loan Fee:

A loan fee in the amount of One Thousand Five Hundred and 00/100 (\$1,500.00) Dollars shall be paid to the Mortgagee from the loan proceeds from the Reserve for Interest and Contingencies on the date of the initial disbursement hereunder and shall become a part of the principal balance due hereunder.

15. Progress Payments:

Mortgagee shall not be obligated to make disbursement except during the progress of construction unless the loan is in balance and on the basis of Mortgagee's estimate of the value of the work and improvements in place, and of the cost of completion of construction. Disbursements shall be made only upon a direction signed by an authorized agent of Independent Trust Corporation.

16. Construction Contracts:

Prior to the making of any advance for construction, Mortgagor shall furnish Mortgagee with an initial sworn statement of the general contractor or contractors and of any subcontractors or materialmen to whom payments have been made prior to the opening of the loan approved by the authorized agent of Mortgagor covering all work done and to be done together with waivers of lien covering all work and materials for which payments have been made on behalf of the Mortgagor prior to the opening of the loan.

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17. Sworn Statements and Waivers of Lien:

In connection with each disbursement of loan proceeds, Mortgagor shall furnish Mortgagee or its designee with contractors' and subcontractors' sworn statements and waivers of lien covering all work of which disbursement is to be made and all work to a reasonably current date, otherwise paid for or to be paid for by the Mortgagor, all in compliance with mechanic's lien laws of Illinois and the requirements of the title insurance company which will issue the mortgage title insurance policy. Mortgagor shall also furnish at the requested by Mortgagee from time to time such other sworn statements executed by Mortgagee or by the general contractor as holder may reasonably specify.

18. Construction Loan Escrow:

A construction loan escrow will be established at established at Intercounty Title Company of Illinois to carry out and facilitate disbursement under this Mortgage in accordance with escrow instructions satisfactory to Mortgagor and Mortgagee. The cost and expense of said escrow shall be paid by Mortgagor.

19. Inspections:

Mortgagee shall have the right to inspect the premises at any reasonable time. Such inspection is for Mortgagee's protection only.

20. Conditions Precedent, Title and Liens:

That Mortgagee shall not be required to make any advance until Mortgagor shall have furnished Mortgagee with a commitment for title insurance from Intercounty Title Company of Illinois, and successive continuations thereof, indicating that Intercounty Title Company of Illinois is prepared to issue an ALTA form mortgage title insurance policy insuring said Trust Deed to be valid first lien upon the property including improvements and all fixtures, subject only to such exceptions as Mortgagee may, from time to time approve (which approval shall not be unreasonably withheld). Prior to final disbursement of the proceeds of the loan, Mortgagor shall furnish a final ALTA mortgage title insurance policy which among other things, shall insure the priority of lien of the mortgage over any and all claims for mechanic's liens arising or which might thereafter arise from the construction of the improvements together with such other documents as Mortgagee may reasonably request. Mortgagor shall have thirty (30) days to cure any title defect.

21. Real Estate Taxes:

Mortgagor shall promptly pay real estate taxes when due.

22. Insurance:

- A. Mortgagor shall furnish certificates from the insurance carrier for the general contractor or contractors evidencing workmen's compensation and liability insurance, naming Mortgagee as an additional insured, with liability insurance limits for death of or injury to persons of not less than One Million and 00/100 (\$1,000,000.00) Dollars and for damage to property of not less than One Million and 00/100 (\$1,000,000.00) Dollars.
- B. Mortgagor shall furnish certificates from its insurance carrier evidencing fire and extended coverage insurance including provisions for vandalism, theft and malicious mischief on the entire structure on which the work provided for in this Mortgage is to be done and on all materials in or adjacent thereto and intended for use thereon in an amount of at least eighty (80%) percent of insurable value thereof.

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23. Prepayment Privilege:

At such time as the Mortgagor is not in default either under the terms of the Note or under the terms of this Mortgage, the Mortgagor shall have the privilege of making prepayments on the principal of said Note (in addition to the required payments) in accordance with the terms and conditions set forth in said Note.

24. Default:

In case default shall occur in the payment of principal or interest when due in accordance with the terms of this Note, or other than for the payment of principal or interest, contained herein and in either event such default shall continue after fifteen (15) days for monetary defaults (or after thirty (30) days for non-monetary defaults) after written notice to the undersigned, then at the election of the Mortgagee hereof, the principal sum remaining unpaid hereon, together with accrued interest, shall become at once due and payable at the place aforesaid and interest shall be due and payable at the rate of thirteen (13%) percent per annum.

25. Notices:

All notices herein required shall be in writing and shall be served on the parties at the following addresses:

Mortgagor:

Independent Trust Corporation
Trust No. 529
c/o Jacob L. Weglarz
11047 S. Western Avenue
Chicago, Illinois 60643

Holder:

Allan Gustafson
2025 Dolton
Calumet City, Illinois 60409

THIS MORTGAGE is executed by Independent Trust Corporation, 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 said Independent Trust Corporation hereby 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

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liability on the said Mortgagor or on said Independent Trust Corporation personally to pay the said note or any interest that may accrue thereon, or any indebtedness accruing hereunder, or to perform any covenant either express or implied herein contained, all such liability, if any, being expressly waived by Mortgagor and by every person now or hereafter claiming any right or security

hereunder, and that so far as the Mortgagor and its successors and said Independent Trust Corporation personally are concerned, the Mortgagor hereunder shall look solely to the premises hereby conveyed for the payment thereof, 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.

IN WITNESS WHEREOF, Independent Trust Corporation GARY J. IRWIN

not personally but as Trustee as aforesaid, has caused these presents to be signed by its VICE PRESIDENT AND TRUST OFFICER Laurie Wolske Vice-President

President, and its corporate seal to be hereunto affixed and attested by its LAURIE WOLSKE Secretary, the day and year first above written. Assistant Trust Officer

INDEPENDENT TRUST CORPORATION
120 West Madison, 2nd Floor
Chicago, IL 60602

As Trustee as aforesaid and not personally, GARY J. IRWIN
VICE PRESIDENT AND TRUST OFFICER

By Gary J. Irwin Vice President

Attest Laurie Wolske LAURIE WOLSKE
Assistant Trust Officer Secretary

CORPORATE SEAL

STATE OF ILLINOIS }
COUNTY OF COOK }

SS.

DEPT-31 RECORDING \$16.00
18333 TRAN 4454 01/21/87 10:18:00
48877 # A * 87-039168

I, the undersigned, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY, GARY J. IRWIN

VICE PRESIDENT AND TRUST OFFICER LAURIE WOLSKE
that the above named Trust Officer Vice President and Assistant Trust Officer Secretary of the

Independent Trust Corporation, Mortgagor, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as

such GARY J. IRWIN LAURIE WOLSKE
VICE PRESIDENT AND TRUST OFFICER Vice President and Assistant Trust Officer Secretary, respectively, appeared 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 Independent Trust Corporation

for the uses and purposes therein set forth; and the said LAURIE WOLSKE Secretary then and there

acknowledged that said LAURIE WOLSKE Secretary, as custodian of the corporate seal of said

Independent Trust Corporation, caused the corporate seal of said Trust Corporation to be

affixed to said instrument as said LAURIE WOLSKE Secretary's own free and voluntary act and as the

free and voluntary act of said INDEPENDENT TRUST CORPORATION for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this 12 day of December, A. D. 1986.

Paula DeStefano
Notary Public

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