

# UNOFFICIAL COPY

FEB 02 '87 70-98-624L  
MORTGAGE 87063435

14<sup>00</sup>

THIS INDENTURE WITNESSETH: That the undersigned  
LA SALLE NATIONAL BANK

a corporation organized and existing under the laws of the State of Illinois, 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 March 15, 1963, and known as trust number 30789, hereinafter referred to as the Mortgagor, does hereby Mortgage and ~~Warrant~~

GAGE PARK SAVINGS AND LOAN ASSOCIATION

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 attached Legal Description

~~Lots 1 to 3, 5 to 7, 8 except the North 37 Feet thereof, 14 to 50, 52 to 53, 55 to 61 and 65 to 120, and out lots "A" and "B", in Sile Ridge Estates, being a planned Unit Development of the West 1/2 of the Southeast 1/4 (except the South 50 Feet thereof) and the East 1/2 of the Southwest 1/4 of Section 7, Township 26 North, Range 12, East of the Third Principal Meridian, in Cook County, Illinois.~~

11000 W. 151st

The Mortgagor hereby waives any and all rights of redemption, equitable or statutory from sale under any order or decree of foreclosure of this mortgage.

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, advance 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 obtain 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 hereof, 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.

TO SECURE the payment of a certain indebtedness from the Mortgagor to the Mortgagee evidenced by a note made by the Mortgagor in favor of the Mortgagee, bearing even date herewith, in the sum of ONE MILLION THREE HUNDRED THOUSAND AND NO/100 Dollars (\$ 1,300,000.00)

which note together with interest thereon as provided by said note, is payable in monthly installments of See Attached Rider for Interest Payments DOLLARS (\$ ) on the day of each month, commencing with until the entire sum is paid.

To secure performance of the other agreements in said note, which are hereby incorporated herein and made a part hereof, and which provide, among other things, for an additional monthly payment of one-twelfth (1/12th) of the estimated annual taxes, assessments, insurance premiums and other charges upon the mortgaged premises. And to secure possible future advances as hereinafter provided and to secure the performance of the Mortgagor's covenants herein contained.

FEB 02 '87 70-98-624L

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**MORTGAGE**

LA SALLE NATIONAL BANK, as Trustee  
Under Trust #30789, dtd: 5-15-67

11600 West 151st Street  
Orland Park, Illinois 60462

to

GAGE PARK SAVINGS AND LOAN

ASSOCIATION

*2 Mail*

PREPARED BY MORTGAGE DEPARTMENT  
GAGE PARK SAVINGS & LOAN ASSN (A) DM

BY: *Harold Park Street*  
5900 S. PULASKI RD., CHICAGO, ILL. 60632

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COOK COUNTY, ILLINOIS  
FILED FOR RECORD

1987 FEB -2 PM 1:36

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Property  
COOK County Clerk's Office

Loan No. 11-030046-4

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**A. THE MORTGAGOR COVENANTS:**

(1) To pay immediately when due and payable all general taxes, special taxes, special assessments, water charges, sewer service charges and other taxes and charges against said property, including those heretofore due, (the monthly payments provided by said note in anticipation of such taxes and charges to be applied thereto), and to furnish the Mortgagee, upon request, with the original or duplicate receipts therefor, and all such items extended against said property shall be conclusively deemed valid for the purpose of this requirement.

(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 intoxicating liquors and including hazards not now contemplated, as the Mortgagee may reasonably require to be insured against, 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. In such companies, through such agents or brokers, and in such form as shall be satisfactory to the Mortgagee, until said indebtedness is fully paid, or in the case of foreclosure, until expiration of the period of redemption; such insurance policies, including additional and renewal policies shall be delivered to and kept by the Mortgagee and shall contain a clause satisfactory to the Mortgagee making them payable to the Mortgagee, as its interest may appear, and in case of foreclosure sale payable to the owner of the certificate of sale, owner of any deficiency, any receiver or redemptioner, or any grantee in the Master's or Commissioner's Deed; and in case of loss under such policies, the Mortgagee is authorized to adjust, collect and compromise, in its discretion, all claims thereunder, and the Mortgagor agrees to sign, upon demand, all receipts, vouchers and releases required of him by the insurance companies; application by the Mortgagee of any of the proceeds of such insurance to the indebtedness hereby secured shall not excuse the Mortgagor from making all monthly payments until the indebtedness is paid in full.

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

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

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

(6) Not to 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 the mortgaged premises and the use thereof;

(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 any purpose other than that for which it is now used, (b) any alterations, additions, demolition, removal or sale of any improvements, apparatus, appurtenances, fixtures or equipment now or hereafter upon said property, (c) a 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) 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 assignee thereunder, the Mortgagee may pay the premiums for such insurance and add such 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.

**B. THE MORTGAGOR FURTHER COVENANTS:**

(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 covenanted; that the Mortgagee may also do any act which may seem necessary to protect the lien hereof; that the Mortgagor will repay upon demand any moneys paid or disbursed by the 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 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 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 that Mortgagee shall not incur any personal liability because of anything it may do or omit to do hereunder;

(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 part 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 or amounts that may be added to the mortgage indebtedness under the terms of this mortgage for the purpose of protecting the security and for the purpose of paying premiums under Section A(2) above, or for either purpose;

(3) 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 forebear to sue or may extend time for payment of the debt hereby secured without discharging or in any way affecting the liability of the Mortgagor hereunder or upon the debt hereby secured;

(4) That time is of the essence hereof, and if 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 of 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 of said property, then and in any of said events, the Mortgagee 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 the Mortgagee hereunder, to declare, without notice all sums secured hereby immediately due and payable, whether or not such default be remedied by Mortgagor, and apply toward the payment of said mortgage indebtedness any indebtedness of the Mortgagee to the Mortgagor, and said Mortgagee may also immediately proceed to foreclose this mortgage, and in any foreclosure a sale may be made of the premises en masse without offering the several parts separately;

(5) That upon the commencement of any foreclosure proceeding hereunder, the court in which such bill is filed may at any time, either before or after sale, and without notice to the Mortgagor, or any party claiming under him, and without regard to the solvency of the Mortgagor, or the then value of said premises, or whether the same shall then be occupied by the owner of the equity of redemption as a homestead, appoint a receiver with power to manage and rent and to collect the rents, issues and profits of said premises during the pendency of such foreclosure suit and the statutory period of redemption, and such rents, issues and profits, 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 the expenses of such receivership, or on any deficiency decree whether there be a decree therefor 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 redemption or not, and until the issuance of deed in case of sale, but if no deed be issued, until the expiration of the statutory period during which it may be issued and no lease of said premises shall be nullified by the appointment or 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 indebtedness 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 Mortgagee for attorney's fees, Mortgagee's fees, appraiser's fees, outlays for exhibits attached to pleadings, documentary and expert evidence, stenographer's fees, Master's fees and commission, court costs, 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 of title, title searches, examinations and reports, guaranty policies,

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This Rider is attached to the Mortgage dated ~~December 8, 1986~~ <sup>December 8, 1986</sup> for LaSalle National Bank as Trustee #30789, Dated: March 15, 1963, for \$1,300,000.00.

The interest to be charged on this indebtedness shall be:

The prime rate plus 3½% based on the First National Bank of Chicago as of the first business day of each calendar month. The Prime Rate is defined as the rate charged by the First National Bank of Chicago and is the base rate on corporate loans. At no time shall the interest charged on this loan be less than 11%.

Interest shall be payable monthly from date of first disbursement on the unpaid balance remaining from time to time, beginning the month following date of first disbursement.

The entire indebtedness both principal and interest evidenced by this Note, if not sooner paid, shall be due and payable on November 9, 1989.

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Property of Cook County Clerk's Office

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Property of Cook County Clerk's Office

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AMENDED LEGAL DESCRIPTION ATTACHED TO MORTGAGE DATED  
DECEMBER 8, 1986 FROM LASALLE NATIONAL BANK AS TRUSTEE  
UNDER TRUST 30789 DATED MARCH 15, 1963 TO GAGE PARK  
SAVINGS AND LOAN ASSOCIATION:

Parcel 1: Lots 1 to 3, 5 to 7, 8 except  
The North 37 feet thof, 52, 53, 55 to 61, 95 TO 99 AND OUT LOTS  
"A" and "B" in Silo Ridge Estates Unit 1, being a pud  
of the West 1/4 of the South East 1/4 (except the 50 Feet  
thof) and the East 1/4 of the South West 1/4 of Section 7,  
Township 36 North, Range 12 East of the Third Principal  
Meridian, in Cook County, Illinois.

Parcel 2: The West 1/4 of the South East 1/4 and the East  
1/4 of the South West 1/4 (except the South 50 Feet thof)  
and except that part falling in Silo Ridge Estates  
Unit 1 in Section 7, Township 36 North, Range 12 East  
of the Third Principal Meridian, in Cook County, Illinois.

Parcel 3: That part of Silo Ridge Estates Unit 1, a pud  
of the West 1/4 of the South East 1/4 (except the South 50  
Feet thof) and the East 1/4 of the South West 1/4 of Section  
7, Township 36 North, Range 12 East of the Third Principal  
Meridian, in Cook County, Illinois described as follows:

Beginning at the South East Corner of lot 1 in Silo  
Ridge Estates Unit 1 Aforesaid; Thence North 229.91  
Feet; thence East 20 Feet; thence South 229.96 Feet  
to a point on the South Line of said subdivision;  
thence West 20 Feet to the point of beginning.

Also beginning at a point 30 Feet West of the Northerly  
extension of the East Line of Lot 1 in Silo Ridge Estates  
Unit 1 aforesaid, said point also being 32 Feet North of  
the North Line of said Lot 1 aforesaid; thence West 275  
Feet; thence North 16 Feet; thence East 125 Feet to a  
point; thence South Easterly 150.21 Feet to a point which  
is 40 Feet South of the South Line of Lot 63 in Silo  
Ridge Estates Unit 1 aforesaid and 30 Feet West of the  
Northerly extension of the East Line of said Lot 1 in  
Silo Ridge Estates Unit 1 aforesaid; thence South 8 Feet  
to the point of beginning.

Also beginning at a point 30 Feet East of the Northerly  
extension of the West Line of Lot 51 in Silo Ridge  
Estates Unit 1 aforesaid, said point also being 30 Feet  
North of the North Line of said Lot 51 aforesaid; thence  
East 199.06; thence North 20 Feet; thence West 30 Feet  
to a point; thence Southwesterly 199.12 Feet to a point  
which is 42 Feet South of the South Line of Lot 64 in  
Silo Ridge Estates Unit 1 aforesaid and 30 Feet East  
of the Northerly extension of the West Line of Lot 51  
in Silo Ridge Estates Unit 1 aforesaid; thence South  
8 Feet to the point of beginning, all in Cook County,  
Illinois.

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7AD  
NO

address: 11600 W 151st Street 27-07-301-003-004-005  
27-07-303-001-002 27-07-402-002 v. 003;  
27-07-301-002;  
Perm. tax #s: 27-07-304-014, 013, 012, 010, 009, 007+006, 008, 015;  
27-07-305-002, 003, 005-011, 001; 27-05-400-002.

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IN WITNESS WHEREOF, I have hereunto set my hand and the seal of said County, at Chicago, Illinois, this 1st day of January, 1901.

CLERK OF COOK COUNTY

CHIEF CLERK

DEPUTY CLERK

RECORDS AND CLERK

PROPERTY TAX

ASSESSMENT

SALES

RECORDS

Property of Cook County Clerk's Office