

THIS INDENTURE WITNESSETH: That the undersigned  
River Oaks Bank and Trust Company

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 January 28, 1986 and known as trust number  
2140 hereinafter referred to as the Mortgagor, does hereby Mortgage and Warrant to

**SOUTH END SAVINGS, A FEDERAL ASSOCIATION**  
18200 Halsted — Homewood, Illinois 60430

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

SEE ATTACHED RIDER

\*MORTGAGES BEING RE-RECORDED TO SHOW CORRECT LEGAL

Prop. Address: 15556 Marshfield Ave., Markham, Ill. 60426  
P.I.N. 29-19-422-085

Together with all buildings, improvements, fixtures or appurtenances now or hereafter erected thereon or placed thereon, including all apparatus, equipment, fixtures, or articles, whether in single units or centers controlled, used to supply heat, gas, air conditioning, water, light, power, refrigeration, ventilation or other services, and any other thing now or hereafter attached to, or in, or on, the premises, the furnishing of which by lessors to lessees is customary or appropriate, including screens, window shades, storm doors and windows, floor coverings, screen doors, in a floor, walls, ceilings, stoves 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 elements 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 subrogated to the rights of all mortgagees, holders and owners (past or) 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 rights and benefits under the homestead, exemption and valuation laws of any state, which 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

Forty Thousand and no/100

Dollars

(\$ 40,000.00

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

Dollars

Four Hundred Twenty-Seven and 40/100

(\$ 427.40

), commencing the 1st day of March

1987,

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 account of said original Note together with such additional advances, in a sum in excess of

Forty Thousand and no/100

Dollars \$ 40,000.00

), provided that, nothing herein contained shall be considered as limiting the amounts that shall be secured hereby when advanced to protect the security of or in accordance with covenants contained in the Mortgage.

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

**THE MORTGAGOR COVENANTS:**

A (1) To pay said indebtedness and the interest thereon as herein and in said note provided, or according to any agreement extending the time of payment thereof; (2) To pay when due and before any penalty attaches thereto all 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 improvements 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, through such agents or brokers, and in such form as shall be satisfactory to the Mortgagee; such insurance policies shall remain with the Mortgagee during said period of 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 redemptioner, or any person in a deed pursuant to foreclosure; and in case of loss under such policies, the Mortgagee is authorized to adjust, collect and compromise, in its discretion, all claims thereunder and to execute and deliver on behalf of the Mortgagor all necessary proofs of loss, receipts, vouchers, releases and acquittances required to be shown by the insurance companies, and the Mortgagor agrees to sign, upon demand, all receipts, vouchers and releases required of him to be shown 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 indebtedness hereby 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 mechanic's or other lien or claim of lien not expressly 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 of 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 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 of the improvements, apparatus, appurtenances, fixtures or equipment now or hereafter upon said property; (c) any purchase or conditional sale, lease or agreement under which title is reserved in the vendor, or any appurtenance, fixtures or equipment to be placed in or upon any buildings or improvements on said property; (d) to complete within a reasonable time any buildings or improvements now or at any time in process of erection upon the premises.

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 accepted, the undersigned promises to pay to the Mortgagee a pro rata portion of the current year taxes upon the disturbance of the loan and to pay monthly to the Mortgagee, in addition to the above payments, a sum estimated to be equivalent to one twelfth of such items, which payments may, at the option of the Mortgagee, (a) be held by it and commingled with other such funds or its own funds for the payment of such items; (b) be carried in a savings account and withdrawn by it to pay such items; or (c) be credited to the unpaid balance of said indebtedness as received, provided that the Mortgagee advances upon this obligation sums sufficient to pay said items at the same accrue and become payable. If the amount estimated to be sufficient to pay said items 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 items 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 this contract as fully as if a new note and contract were executed and delivered. An Additional 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 indications 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 Mortgagor 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 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 the Mortgagee 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 obligations 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 if all or any part of the property or any interest therein is sold or transferred by Mortgagor without the prior written consent of Mortgagee, excluding (a) the creation of a lien or encumbrance subordinate to this mortgage, (b) the creation of a purchase money security interest for household appliances, (c) a transfer by devise, descent, or by operation of law upon the death of a joint tenant or (d) the grant of any leasehold interest of three years or less not containing an option to purchase, Mortgagee may, at Mortgagee's option, declare without notice all of the sums secured by this mortgage to be immediately due and payable.

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UNOFFICIAL COPY

HILLSTROM & HILLSTROM  
ATTORNEYS AT LAW  
19200 S. HALSTED STREET  
HOMERWOOD, ILLINOIS 60430

THIS INSTRUMENT WAS PREPARED BY:

Notary Public

GIVEN under my hand and Notarial Seal, this 6th day of January, A.D. 1987.

purposes therein set forth.  
of Directors of said corporation as their free and voluntary act, and as the free and voluntary act and deed of said corporation, for the use and  
Secretary of said corporation, and personally known to me to be the same persons who have signed and delivered the said instrument as such  
Officers of said corporation and caused the corporate seal of said corporation to be affixed thereto, pursuant to authority given by the Board  
of said corporation and delivered to me this day in person and severally acknowledged that as such officers they signed and delivered the said instrument as such  
Personally known to me to be the

DEPT-01 RECORDING  
#1194 # C # 87-047676  
PERSONALLY KNOWN TO ME TO BE THE  
President of

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

COUNTY OF ILLINOIS  
COOK  
I, the undersigned  
A Notary Public in

BY  
Secretary

ATTEST:  
River Oaks Bank and Trust Company  
As Trustee as aforesaid and not personally

6th day of January, A.D. 1987.

Secretary, this

IN WITNESS WHEREOF, the undersigned corporation, 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  
6th day of January, A.D. 1987.

At Teste as aforesaid and not personally  
River Oaks Bank and Trust Company  
As Trustee as aforesaid and not personally

Secretary, this  
6th day of January, A.D. 1987.

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6th day of January, A.D. 1987.

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Secretary, this  
6th day of January, A.D. 1987.

Secretary, this  
6th day of January, A.D. 1987.

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Subject to the terms of the mortgage, nothing in this mortgage shall prevent Mortgagee from dealing with any successor in interest of the Mortgagor in the same  
Mortgagee shall have the right to sell or otherwise dispose of the property in whole or in part, and the proceeds of such sale or disposition shall be applied to the payment of the debt secured hereby, but said dealings shall not  
be deemed to constitute a breach of this mortgage, and the Mortgagor shall be bound by the same as if the Mortgagor had personally executed the same.  
Mortgagee shall have the right to sell or otherwise dispose of the property in whole or in part, and the proceeds of such sale or disposition shall be applied to the payment of the debt secured hereby, but said dealings shall not  
be deemed to constitute a breach of this mortgage, and the Mortgagor shall be bound by the same as if the Mortgagor had personally executed the same.

Mortgagee shall have the right to sell or otherwise dispose of the property in whole or in part, and the proceeds of such sale or disposition shall be applied to the payment of the debt secured hereby, but said dealings shall not  
be deemed to constitute a breach of this mortgage, and the Mortgagor shall be bound by the same as if the Mortgagor had personally executed the same.



799-2100 #18200 S. HALSTED STREET HOMERWOOD, ILL. 60430

18200 S. HALSTED STREET

South End Savings

Return to - Box 72

Notary Public 11-25-89

Manopaul R. D'Almeida

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I, the undersigned, a Notary Public, in and for said County, in the State aforesaid, DO HEREBY CERTIFY, that the above named XXXX President and Trust Officer of said RIVER OAKS BANK AND TRUST COMPANY, 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 they signed and delivered the said instrument as such officers of said Bank and caused the seal of said Bank to be thereunto affixed as their free and voluntary act and as the free and voluntary act and deed of said Bank, as Trustee aforesaid, for the uses and purposes therein set forth, GIVEN under my hand and Notarial Seal, this 15th day of January, A.D., 19 87

STATE OF ILLINOIS  
COUNTY OF COOK

CORPORATE SEAL

XXXX President

[Signature]

BY:

DATE: January 15, 1987

ATTEST:

ABSTAIN

Trust Officer

[Signature]

RIVER OAKS BANK AND TRUST COMPANY  
as Trustee, and not personally

THIS MORTGAGE is executed by RIVER OAKS BANK AND TRUST COMPANY, not personally, but as Trustee under Trust No. 2140, in the exercise of the power and authority conferred upon and vested in it as such Trustee (and said RIVER OAKS BANK AND TRUST COMPANY 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 not contained shall be construed as creating any liability on the said first Party or on said RIVER OAKS BANK AND TRUST COMPANY 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 Trustee and by every person now or hereafter claiming any right or security hereunder, and that so far as the first Party and its successors and said RIVER OAKS BANK AND TRUST COMPANY personally are concerned, the 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 thereof, by the enforcement of the lien created, in the manner herein and in said note provided or by action to enforce the personal liability of the guarantor, if any.

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Property of Cook County Clerk's Office

99628128

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Property of Cook County, Illinois

THE SOUTH 20 FEET OF LOT 19 AND ALL OF LOT 18 TOGETHER WITH  
 THE EAST 1/2 OF VACATED ALLEY LYING WEST AND ADJOINING SAID  
 LOTS IN BLOCK 13 IN CROSSANT PARK MARKHAM, A SUBDIVISION OF  
 LOT 2 (EXCEPT THE NORTH 15.61 FEET THEREOF) ALSO ALL OF LOTS  
 3, 4, 5 AND 6 IN LAW'S SUBDIVISION OF THE SOUTH HALF OF THE  
 SOUTHEAST QUARTER OF SECTION 19, TOWNSHIP 36 NORTH, RANGE 14,  
 EAST OF THE THIRD PRINCIPAL MERIDIAN, ALSO THAT PART OF THE  
 SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 20,  
 TOWNSHIP 36 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL  
 MERIDIAN, LYING WEST AND NORTHWEST OF RIGHT OF WAY OF ILLINOIS  
 CENTRAL RAILROAD, IN COOK COUNTY, ILLINOIS.

87047676

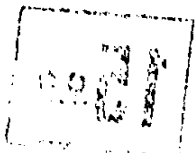
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Property of Cook County Clerk's Office

87187966

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Property of Cook County Clerk's Office

DEPT-01 RECORDING \$15.00  
T#0222 TRAN 0321 04/09/87 09:46:00  
#1383 # B \* -87-187966  
COOK COUNTY RECORDER

87187966

-87-187966

15.00