

UNOFFICIAL COPY

Prepared by:
Charlotte E. Grant
2700 Milwaukee Ave.
Glenview, IL 60025

MORTGAGE

87265843

THIS INDENTURE WITNESSETH: That the undersigned _____

Harris Bank Roselle

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 15, 1987 _____, and known as trust number 12589 _____, hereinafter referred to as the Mortgagor, does hereby Mortgage and ~~WARRANT~~ convey

HOWARD 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 for legal description: Re: Lots 1 thru 5 Schreiber St. Roselle, Illinois

LOT 1: 07-34-328-012 - Lot 1
07-34-328-011 - Lot 2

LOT 1 AND THE EAST 30 FEET OF LOT 2 (AS MEASURED ALONG THE NORTH AND SOUTH LINES THEREOF) IN BLOCK 8 OF THE RESUBDIVISION OF BLOCK 9 IN BOEGER ESTATES ADDITION TO ROSELLE, BEING A SUBDIVISION OF THE SOUTH HALF (1/2) OF THE SOUTH WEST QUARTER (1/4) OF SECTION 34, TOWNSHIP 41 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN.

ALSO THAT PART OF A VACATED ALLEY AS PER ORDINANCE NO. 86-1488 DATED SEPTEMBER 8, 1986 ADJOINING THE ABOVE DESCRIBED PROPERTY.

LOCATION OF PROPERTY: LOT 1 SCHREIBER STREET
ROSELLE, ILLINOIS

PERMANENT TAX ID NO: _____

07-34-328-010-0000 - Lot 3
07-34-328-009-0000 - Lot 4
07-34-328-011 Lot 2

LOT 2: LOT 3, ALSO THE EAST 10 FEET OF LOT 4 (AS MEASURED ALONG THE NORTH AND SOUTH LINES THEREOF) AND ALSO LOT 2 (EXCEPT THE EAST 30 FEET THEREOF AS MEASURED ALONG THE NORTH AND SOUTH LINES OF SAID LOT 2), IN BLOCK 8 OF THE RESUBDIVISION OF BLOCK 9 IN BOEGER ESTATES ADDITION TO ROSELLE, BEING A SUBDIVISION OF THE SOUTH HALF (1/2) OF THE SOUTH WEST QUARTER (1/4) OF SECTION 34, TOWNSHIP 41 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN.

ALSO THAT PART OF A VACATED ALLEY AS PER ORDINANCE NO. 86-1488 DATED SEPTEMBER 8, 1986 ADJOINING THE ABOVE DESCRIBED PROPERTY.

LOCATION OF PROPERTY: LOT 2 SCHREIBER STREET
ROSELLE, ILLINOIS

PERMANENT TAX ID NO: _____

LOT 3: 07-34-328-009 - Lot 4
07-34-328-008 - Lot 5

LOT 4 (EXCEPT THE EAST 10 FEET THEREOF, AS MEASURED ALONG THE NORTH AND SOUTH LINES OF SAID LOT) ALSO LOT 5 (EXCEPT THE WEST 10 FEET THEREOF AS MEASURED ALONG THE NORTH AND SOUTH LINES OF SAID LOT), IN BLOCK 8 OF THE RESUBDIVISION OF BLOCK 9 IN BOEGER ESTATES ADDITION TO ROSELLE, BEING A SUBDIVISION OF THE SOUTH HALF (1/2) OF THE SOUTH WEST QUARTER (1/4) OF SECTION 34, TOWNSHIP 41 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN.

ALSO THAT PART OF A VACATED ALLEY AS PER ORDINANCE NO. 86-1488 DATED SEPTEMBER 8, 1986 ADJOINING THE ABOVE DESCRIBED PROPERTY.

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.

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Loan No. 1244

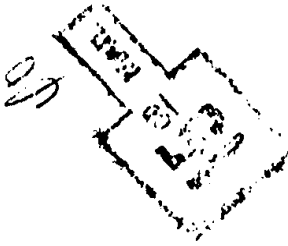
MORTGAGE

Box

to

Maid To

HOWARD SAVINGS & LOAN ASSN.
1700 MILWAUKEE AVE.
GLENVIEW, ILLINOIS 60025



Property of Cook County Clerk's Office

87265843

LOCATION OF PROPERTY: LOT 3 SCHREIBER STREET
ROSELLE, ILLINOIS

PERMANENT TAX ID NO: _____

LOT 4:

07.34.328.007.0000 Lot 6
07.34.328.008.0000 - Lot 5

3 7 2 6 5 8 4 3
07.34.328.006 Lot 7

LOT 6, ALSO THE WEST 10 FEET OF LOT 5, AS MEASURED ALONG THE NORTH AND SOUTH LINES THEREOF) AND ALSO LOT 7 (EXCEPT THE WEST 30 FEET THEREOF, AS MEASURED ALONG THE NORTH AND SOUTH LINES OF SAID LOT 7), ALSO THAT PART OF A VACATED ALLEY AS PER ORDINANCE NO. 86-1488 DATED SEPTEMBER 8, 1986 ADJOINING THE ABOVE DESCRIBED PROPERTY, IN BLOCK 8 OF THE RESUBDIVISION OF BLOCK 9 IN BOEGER ESTATES ADDITION TO ROSELLE, BEING A SUBDIVISION OF THE SOUTH HALF (1/2) OF THE SOUTH WEST QUARTER (1/4) OF SECTION 34, TOWNSHIP 41 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN.

LOCATION OF PROPERTY: LOT 4 SCHREIBER STREET
ROSELLE, ILLINOIS

PERMANENT TAX ID NO: _____

LOT 5:

07.34.328.005 - Lot 8
07.34.328.006 - Lot 7

LOT 8, AND ALSO THE WEST 30 FEET OF LOT 7, AS MEASURED ALONG THE NORTH AND SOUTH LINES THEREOF, IN BLOCK 8 OF THE RESUBDIVISION OF BLOCK 9 IN BOEGER ESTATES ADDITION TO ROSELLE, BEING A SUBDIVISION OF THE SOUTH HALF (1/2) OF THE SOUTH WEST QUARTER OF SECTION 34, TOWNSHIP 41 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS.

LOCATION OF PROPERTY: LOT 5 SCHREIBER STREET
ROSELLE, ILLINOIS

PERMANENT TAX ID NO: _____

89 EDO

LOT 1: 07.34.528.012 - Lot 1
07.34.328.011 - Lot 2

LOT 1 AND THE EAST 30 FEET OF LOT 2 (AS MEASURED ALONG THE NORTH AND SOUTH LINES THEREOF) IN BLOCK 8 OF THE RESUBDIVISION OF BLOCK 9 IN BOEGER ESTATES ADDITION TO ROSELLE, BEING A SUBDIVISION OF THE SOUTH HALF (1/2) OF SECTION 34, TOWNSHIP 41 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN.

ALSO THAT PART OF A VACATED ALLEY AS PER ORDINANCE NO. 88-1488 DATED SEPTEMBER 8, 1986 ADJOINING THE ABOVE DESCRIBED PROPERTY.

LOCATION OF PROPERTY: LOT 1 SCHREIBER STREET
ROSELLE, ILLINOIS

PERMANENT TAX ID NO:

07.34.328.000 - Lot 3
07.34.328.000 - Lot 4

LOT 3, ALSO THE EAST 10 FEET OF LOT 4 (AS MEASURED ALONG THE NORTH AND SOUTH LINES THEREOF) AND ALSO LOT 2 (EXCEPT THE EAST 30 FEET THEREOF AS MEASURED ALONG THE NORTH AND SOUTH LINES OF SAID LOT 2), IN BLOCK 8 OF THE RESUBDIVISION OF BLOCK 9 IN BOEGER ESTATES ADDITION TO ROSELLE, BEING A SUBDIVISION OF THE SOUTH HALF (1/2) OF THE SOUTH WEST QUARTER (1/4) OF SECTION 34, TOWNSHIP 41 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN.

ALSO THAT PART OF A VACATED ALLEY AS PER ORDINANCE NO. 88-1488 DATED SEPTEMBER 8, 1986 ADJOINING THE ABOVE DESCRIBED PROPERTY.

LOCATION OF PROPERTY: LOT 2 SCHREIBER STREET
ROSELLE, ILLINOIS

PERMANENT TAX ID NO:

07.34.328.009 - Lot 4
07.34.328.008 - Lot 5

LOT 4 (EXCEPT THE EAST 10 FEET THEREOF, AS MEASURED ALONG THE NORTH AND SOUTH LINES OF SAID LOT) ALSO LOT 5 (EXCEPT THE WEST 10 FEET THEREOF AS MEASURED ALONG THE NORTH AND SOUTH LINES OF SAID LOT), IN BLOCK 8 OF THE RESUBDIVISION OF BLOCK 9 IN BOEGER ESTATES ADDITION TO ROSELLE, BEING A SUBDIVISION OF THE SOUTH HALF (1/2) OF THE SOUTH WEST QUARTER (1/4) OF SECTION 34, TOWNSHIP 41 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN.

ALSO THAT PART OF A VACATED ALLEY AS PER ORDINANCE NO. 88-1488

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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 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.

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 it may deem 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;

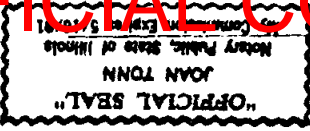
(2) That it is the intent hereof to secure payment of said note whether the entire amount shall have been advanced to the Mortgagor at the date hereof or at a later date, or having been advanced, shall have been repaid in part and further advances made at a later date, which advances shall in no event 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,



My commission expires _____

Notary Public

Joan Tonn
Notary Public

GIVEN under my hand and Notarial Seal, this 27th day of March A. D. 1987

whose names are subscribed to the foregoing instrument as such _____, Secretary of said corporation, who are personally known to me to be the same persons as the names of said corporation, 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 corporation, as Trustee as aforesaid for the uses and purposes therein set forth; and the said _____, Secretary then and there acknowledged that she as custodian of the corporate seal of said corporation, did affix said seal to said instrument as her own free and voluntary act and as the free and voluntary act of said corporation, as Trustee as aforesaid for the uses and purposes therein set forth.

I, Joan Tonn, a Notary Public, in and for said County, in the state aforesaid

DO HEREBY CERTIFY, THAT
Russell C. Shockey, Vice
HARRIS BANK ROSELLE
and
Ruth I. Mayerhofer, Asst.,
Secretary of said corporation, who are personally known to me to be the same persons as the names of said corporation, 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 corporation, as Trustee as aforesaid for the uses and purposes therein set forth; and the said _____, Secretary then and there acknowledged that she as custodian of the corporate seal of said corporation, did affix said seal to said instrument as her own free and voluntary act and as the free and voluntary act of said corporation, as Trustee as aforesaid for the uses and purposes therein set forth.

87265843

Property of Cook County, Illinois

ATTEST:
Joan Tonn
Notary Public
By *Russell C. Shockey*
Vice President
Harris Bank Roselle
As Trustee as aforesaid and not personally

IN WITNESS WHEREOF, I have hereunto affixed and attested by my hand and Notarial Seal, this 27th day of March A. D. 1987
Harris Bank Roselle
Notary Public
Ruth I. Mayerhofer, Asst. Secretary

This loan is for commercial purposes only. These homes are for resale only and not to be owner/developer occupied.

(7) This mortgage is executed by Harris Bank Roselle as Trustee (and said Trustee 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 liability on the said Harris Bank Roselle, either individually or as Trustee aforesaid, or its successors, personally or jointly, or to perform any covenant or implied herein contained, all such liability, if any, being expressly waived by the Mortgagee and by every person now or hereafter claiming any right or security hereunder, and that so far as the general 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 hereby created in the manner herein and in said note provided or by action to enforce the personal liability of the guarantor, if any.

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 decreee or judgment creditors of the mortgagee, acquiring any interest in or title to the premises subsequent to the date of this mortgage.

(8) That each right, power and remedy hereon 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.

(9) That each right, power and remedy hereon conferred upon the Mortgagee shall not be obliged to see to the application of the purchase money, any, shall be paid to the Mortgagee, and the purchaser shall not be obliged to see to the application of the purchase money, due and payable by the terms hereof or not and the interest due thereon up to the time of such sale, and the overplus, if any, shall be paid to the Mortgagee, and the purchaser shall not be obliged to see to the application of the purchase money, commencing on the date of the foreclosure hereof or the date of the foreclosure hereof, then the entire indebtedness whether paid out of the proceeds thereof or not and the interest due thereon up to the time of such sale, and the overplus, if any, shall be paid to the Mortgagee, and the purchaser shall not be obliged to see to the application of the purchase money, commenced; or (c) preparations for the defense of or intervention in any suit or proceeding or any threatened or contemplated suit or proceeding hereof after the accrual of the right to foreclose, whether or not actually commenced; or (d) any proceeding, including probate or bankruptcy proceedings for which either party hereon shall be a party by reason of this mortgage or the note hereby secured; or (e) preparations for the sale of the premises hereon by the Mortgagee in connection with (a) any proceeding, including probate or bankruptcy proceedings for which said premises; all of which aforesaid amounts together with interest as herein provided shall be immediately due and alter to prosecute such suit or to evidence to bidder at any sale held pursuant to such decree the true title to or value of Torrens certificates and similar data and assurances with respect to title as Mortgagee may reasonably deem necessary.