

UNOFFICIAL COPY

Loan No.

THIS INDENTURE WITNESSETH: That the undersigned 7287285989

15.00

COMMUNITY BANK OF HOMEWOOD-FLOSSMOOR 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 JULY 16, 1976 and known as trust number 76057, hereinafter referred to as the Mortgagor, does hereby Mortgage and Warrant to

BANK OF HOMEWOOD, HOMEWOOD, ILLINOIS a corporation organized and existing under the laws of the State of Illinois hereinafter referred to as the Mortgagee, the following real estate in the County of COOK in the State of ILLINOIS, to wit:

SEE LEGAL DESCRIPTION ATTACHED

Parcel 2: That part of the West 1/2 of the South East 1/4 of Section 31, Township 36 North, Range 14 East of the Third Principal Meridian, described as follows: Beginning at the point of intersection of the East line of Dixie Highway (said East line being 33 feet East of and parallel to the West line of said South East 1/4 of Section 31) with the Westward extension of the line of the North face of the North wall of a one-story brick building which point on intersection is 988.21 feet South of the North line of Continued

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(Schedule A continued)

5. Continued said South East 1/4 of Section 31; and running thence East along said Westward extension, along said North face of the North wall and along the line of the Eastward extension of said North face of the North wall, a distance of 140 feet; thence North to its intersection with a line 173 feet East of and parallel to said West line of the South East 1/4 at a point thereon which is 988.75 feet South of said North line the South East 1/4; thence North along the last above mentioned parallel line, a distance of 46.48 feet to its intersection with the Eastward extension of the line of the South face of the South wall of a one-story brick building, which point of intersection is 942.27 feet South of the North line of the South East 1/4; thence West along said Eastward extension, along said South face of the South wall and along the line of the Westward extension of the line of said South face of the South wall, a distance of 140 feet to its intersection with the said East line of Dixie Highway, at a point thereon which is 941.59 feet South of said North line of the South East 1/4; thence South along said East line of Dixie Highway, a distance of 46.62 feet to the point of beginning, in Cook County, Illinois

Parcel 3: Easement appurtenant to and for the benefit of Parcel 1 as set forth in instrument dated September 20, 1968, recorded October 11, 1968 as document No. 19936472 over and upon a strip of land 14 feet wide extended East from Dixie Highway the North line of which is 150 feet and the South line is 140 feet being part of Lot 2 in Panos' Resubdivision of part of the West 1/2 of the South East 1/4 of Section 31, Township 36 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois, as per plat recorded on March 4, 1965, as document No. 1939729, said North line of aforesaid strip being 48 feet South and parallel to the 408' Northerly line of said Lot 2, for driveway purposes, in Cook County, Illinois

Parcel 4: Easement for ingress and egress to and for the benefit of Parcel 1 as set forth in an easement and party wall agreement dated February 15, 1979 as document 24878418 over and upon the East 20 feet of that part of the West 1/2 of the South East 1/4 of Section 31, Township 36 North, Range 14 East of the Third Principal Meridian described as follows:

That part of the West 1/2 of the South East 1/4 of Section 31, Township 36 North, Range 14 East of the Third Principal Meridian described as follows: Beginning at the point of intersection of the East line of Dixie Highway (said East line being 33 feet East of and parallel to the West line of said South East 1/4 of Section 31) with a line 891.62 feet South of and parallel to the North line of said South East 1/4 of Section 31; and running thence East along the last above mentioned parallel line a distance of 140 feet to its intersection with a line 173 feet East of and parallel to said West line of the South East 1/4; thence South along the last above mentioned parallel line a distance of 50.65 feet to its intersection with the East extension of the line of the South face of the South wall of a one-story brick building, which point of intersection is 942.27 feet South of the North line of the South East 1/4; thence West along said Eastward extension, along said South face of the South wall and along the Westward extension of the line of said South face of the South wall, a distance of 140 feet to its intersection with said East line of Dixie Highway, at a point thereon which is 941.59 feet South of said North line of the South East 1/4 and to North along said East

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(Schedule A continued)

5. Continued

line of Dixie Highway, a distance of 49.97 feet to the point of beginning, all in Cook County, Illinois

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validity of the mortgage hereunder or upon the debt secured;

G 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 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 foreclose this mortgage, and in any foreclosure a sale may be made of the premises en masse without offering the several parts separately;

H That the Mortgagee may employ counsel for advice or other legal service at the Mortgagee's discretion in connection with any dispute as to the debt hereby secured or the lien of this instrument, or any litigation to which the Mortgagee may be made a party on account of this lien or which may affect the

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NOTICE TO THE MORTGAGEE OF THE DEED OF TRUST... This mortgage is made in full satisfaction of the debt...

That the Mortgagee may employ counsel... That the Mortgagee shall not be bound to advance any money...

That in the event the ownership of said property or any part thereof becomes vested in a person other than the Mortgagee...

That it is the intent hereof to secure payment of said note and obligation... That in the event of any default...

That in case of failure to perform any of the covenants herein... That the Mortgagee may do on Mortgagee's behalf everything so covenanted...

This mortgage contract provides for additional advances... That in order to provide for the payment of taxes, assessments, insurance premiums...

Improvements on said property... That the Mortgagee shall not be bound to advance any money...

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1987 MAY 28 AM 10:00

FILED FOR RECORD

COOK COUNTY, ILLINOIS

NOTICE

This to the property securing the indebtedness hereby secured of which may be a debt or lien and any reasonable attorney's fees so incurred shall be added to and be a part of the debt hereby secured. Any costs and expenses reasonably incurred in the foreclosure of this mortgage and sale of the property securing the same and in connection with any hearing, dispute or litigation affecting said debt or lien, including reasonably estimated amounts to conclude the transaction, shall be added to and be a part of the debt hereby secured. All such amounts shall be payable to the Mortgagee on demand, and if not paid shall be included in any decree or judgment as a part of said mortgage debt and shall include interest at the highest contract rate, or if no such contract rate then at the legal rate. In the event of a foreclosure sale of said premises there shall first be paid out of the proceeds thereof all of the aforesaid amounts, 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 amount, if any, shall be paid to the Mortgagor, and the purchaser shall not be obliged to see to the application of the purchase money. In the event the Mortgagee is hereby empowered to collect and receive all

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