

UNOFFICIAL COPY

Mortgage No. 38219 Loan No. 40422-9

(Corporate Trustee Form)

THIS INDENTURE WITNESSETH: That the undersigned

87362179

THE FIRST NATIONAL BANK OF EVERGREEN PARK

a corporation organized and existing under the laws of the United States of America 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 May 15th, 1987 and known as trust number 9689, hereinafter referred to as the Mortgagor, does hereby Mortgage and Warrant to

SECOND FEDERAL SAVINGS AND LOAN ASSOCIATION OF CHICAGO

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

Lot 2 in Town & Country Subdivision, being a Subdivision of the East 1/2 of the 20.92 acres in a square from (except the South 1/2) out of the Southwest corner of the West 1/2 of the Northwest 1/4 of Section 2, Township 37 North, Range 12, East of the Third Principal Meridian, in Cook County, Illinois.

PERMANENT PROPERTY #23-02-106-007, Volume 151.

8960 S. 87th Ave

Together with all buildings, improvements, fixtures, appurtenances now or hereafter erected thereon or placed therein, 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 other services, and any other thing now or hereafter thereon or thereon, 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 door beds, awnings, 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 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 as provided herein. The Mortgagee is hereby subrogated to the rights of all mortgagees, lienholders and owners paid off 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, free from all rights and benefits under the homestead, exemption and valuation laws of any state, which said rights and benefits 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

Dollars

ONE HUNDRED FORTY THOUSAND AND 00/100

DEPT-01 RECORDING \$12.25
#427 # B * -87-362179
COOK COUNTY RECORDER

\$ 140,000.00

), which Note, together with interest thereon as thereon provided, shall be secured by the property hereinafter described.

ONE THOUSAND ONE HUNDRED FIFTY ONE AND 01/100

(2) the payment of interest, and the principal, until said indebtedness is paid in full, on the 1st day of July 1987.

(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

ONE HUNDRED FORTY THOUSAND AND 00/100

Dollars (\$ 140,000.00)

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

(1) 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 other agreement extending the time of payment thereof. (2) To pay when due and before any penalty attaches thereto all taxes, special taxes, special assessments, water charges and sewer service charges against said property (including those heretofore paid), and to furnish Mortgagee, upon request, duplicate receipts therefor. (3) To keep the improvements now or hereafter on 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 amounts through such agents or brokers, and in such forms as shall be satisfactory to the Mortgagee, such insurance policies shall remain with the Mortgagee during said period or 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, except of any deficiency, any receiver or redemptioner, or any other person, 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 signed by the insurance companies, and the Mortgagor agrees to sign, upon demand, all receipts, vouchers and releases required of him to be signed 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 or its discharge, but monthly payments shall continue until said indebtedness is paid in full. (4) Immediately after destruction or damage, to commence and promptly 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 subordinated 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 mortgage 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, appurtenances, fixtures or equipment now or hereafter upon said property, (c) any purchase or conditional sale lease or agreement under which title is conveyed in the vendor, or of 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 advances required or accepted, the undersigned promises to pay to the Mortgagee a pro rata portion of the current year taxes upon the discharge 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 taxes, which payment may, at the option of the Mortgagee, (a) be held by it and commingled with other such funds for the payment of such taxes, (b) be carried in savings account and withdrawn by it to pay such taxes, 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 taxes as the same accrue and become payable. If the amount estimated to be sufficient to pay said taxes does not sufficient, the undersigned promises to pay the difference upon demand. If such taxes are held or carried in a savings account or other account, the same are hereby pledged to further secure this indebtedness. The Mortgagee is authorized to pay said taxes 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 such 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 modifications 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 Mortgagee 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 be paid to such 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 insure the validity of any lien, encumbrance or claim in advancing moneys as above authorized, but nothing herein contained shall be construed as securing the Mortgagee to advance any moneys for any purpose nor to do any act hereunder, and the Mortgagee shall not incur any personal liability by virtue of anything it may do or omit to do hereunder.

E. That it is the intent hereof to secure payment of said note and obligation 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 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 further to sue or may extend time for payment of the debt so secured hereby, without the hearing or in any way affecting the liability of the Mortgagor hereunder or upon the debt secured.

51146286 @all

Unit 0

\$12.00 MAIL

87-362179

3960 West 28th Street
Chicago, Illinois 60623

SECOND FEDERAL SAVINGS AND LOAN ASSOCIATION
OF CHICAGO

Maureen Holta

THIS INSTRUMENT WAS PREPARED BY:



Notary Public

GIVEN under my hand and Notarial Seal, this 18th day of May, A.D. 1987

a corporation, and BARRY N. WOORN Secretary of said corporation, and 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 as such officers they 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 Directors of said corporation as their free and voluntary act, and as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

Personally known to me to be the Sr. Vice & Trust Officer of First National Bank of Evergreen Park

and for said County, in the State aforesaid, DO HEREBY CERTIFY THAT Joseph C. Fanello

STATE OF ILLINOIS COUNTY OF COOK

Assistant Trust Officer Secretary

ATTEST: [Signature] The First National Bank of Evergreen Park

18th day of May, A.D. 1987

Sr. Vice & Trust Officer and its corporate seal to be hereto signed and attested by its Assistant Officer

IN WITNESS WHEREOF, the undersigned corporation, not personally known to me, has caused these presents to be signed by its

Trust Officer, not personally known to me, and attested by its Assistant Officer

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