

UNOFFICIAL COPY

88401390

MORTGAGE

THIS INDENTURE WITNESSETH: That the undersigned _____

MAYWOOD-PROVISO STATE BANK, an Illinois Corporation

1500

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 AUGUST 11, 1988

and known as trust number 7876, hereinafter referred to as the Mortgagor, does hereby Mortgage to

BROOKFIELD FEDERAL BANK FOR SAVINGS

a corporation organized and existing under the laws of the UNITED STATES OF AMERICA, hereinafter

referred to as the Mortgagee, the following real estate, situated in the County of COOK in the State of Illinois, to wit: SEE RIDER ATTACHED HERETO AND MADE A PART HEREOF.

UNIT C-2 AS DELINEATED ON PLAT OF SURVEY OF THE FOLLOWING DESCRIBED PARCEL OF REAL ESTATE: 84 30

LOTS 70 AND 71 IN WELSH'S RESUBDIVISION OF BELLWOOD OF LOTS 45 TO 52 AND 104 TO 115 ALL INCLUSIVE IN BELLWOOD SUBDIVISION OF PART OF THE SOUTH WEST 1/4 OF SECTION 9, TOWNSHIP 39 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK, ILLINOIS.

WHICH SURVEY IS ATTACHED AS EXHIBIT "D" TO THE DECLARATION OF CONDOMINIUM MADE BY MAYWOOD-PROVISO STATE BANK, AS TRUSTEE UNDER TRUST AGREEMENT DATED MARCH 1, 1978 AND KNOWN AS TRUST NUMBER 4637 AND RECORDED IN THE OFFICE OF THE RECORDER OF DEEDS OF COOK COUNTY, ILLINOIS, ON MAY 10, 1979 AS DOCUMENT NUMBER 24955620 TOGETHER WITH AN UNDIVIDED PERCENTAGE INTEREST (EXCEPTING FROM SAID PARCEL) ALL OF THE SPACE COMPRISING ALL THE UNITS THEREOF AS DEFINED AND SET FORTH IN SAID DECLARATION OF CONDOMINIUM AND SURVEY, IN COOK COUNTY, ILLINOIS.

MORTGAGOR ALSO HEREBY GRANTS TO THE MORTGAGEE, ITS SUCCESSORS AND ASSIGNS, AS RIGHTS AND EASEMENTS APPURTENANT TO THE ABOVE DESCRIBED REAL ESTATE, THE RIGHTS AND EASEMENTS FOR THE BENEFIT OF SAID PROPERTY SET FORTH IN THE DECLARATION OF CONDOMINIUM AFORESAID.

THIS MORTGAGE IS SUBJECT TO ALL RIGHTS, EASEMENTS, COVENANTS, CONDITIONS, RESTRICTIONS AND RESERVATIONS CONTAINED IN THE SAID DECLARATION THE SAME AS THOUGH THE PROVISIONS OF SAID DECLARATION WERE RECITED AND STIPULATED AT LENGTH HEREIN.

PERMANENT TAX NUMBER: 15-09-321-148-1005
PROPERTY ADDRESS: 3600 WARREN, 2R, BELLWOOD, ILLINOIS 60104

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

TWENTY FOUR THOUSAND EIGHT HUNDRED AND NO/100-----Dollars (\$24,800.00),

which note together with interest thereon as provided by said note, is payable in initial monthly installments of TWO HUNDRED TWENTY FIVE AND 36/100-----DOLLARS (\$ 225.36)

on the FIRST day of each month, commencing with SEPTEMBER 1, 1988

subject to change in accordance with provisions contained in said Note with the entire amount of principal and interest then due to be paid in full on or before AUGUST 1, 2013

THIS INSTRUMENT WAS PREPARED BY ROBERT V. HLADIK 1009 OGDEN AVENUE

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 but not to exceed the amount of the original indebtedness secured herein as hereinafter provided and to secure the performance of the Mortgagor's covenants herein contained.

919930 7/22-617 W

88401390

88401390

Box _____

MORTGAGE

MAYWOOD-PROVISO STATE BANK, AS
TRUSTEE UNDER TRUST AGREEMENT
DATED AUGUST 11, 1988 AND KNOWN
AS TRUST NUMBER 7876 (FARRIES)

3600 WARREN, 2R

BELLWOOD, ILLINOIS 60104

to

BROOKFIELD FEDERAL BANK
FOR SAVINGS
9009 OGDEN AVENUE
BROOKFIELD, ILLINOIS 60513

BOX 333 - 7TH

MAIL TO:

BROOKFIELD FEDERAL BANK
FOR SAVINGS
9009 OGDEN AVENUE
BROOKFIELD, ILLINOIS 60513

Property of Cook County Clerk's Office

Loan No. 84 30

05/10/88

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 percent (1%) of the principal amount of the original
premises and other charges upon the original principal amount. And it is so agreed that the borrower shall pay to the lender the amount of the original
indebtedness secured herein as hereinafter provided and to secure the performance of the other agreements herein contained.

ROBERT V. HLADIK
1008 OGDEN AVENUE
SPRINGFIELD, ILLINOIS 62761

THIS INSTRUMENT WAS PREPARED BY

or before AUGUST 1, 2013
the entire amount of principal and interest then due to be paid in full on
subject to change in accordance with provisions contained in said Note with
on the FIRST day of each month, commencing with
SEPTMBER 1, 1988
DOLLARS (\$225.36)
TWO HUNDRED TWENTY FIVE AND 36/100
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MONTHLY installments of
DOLLARS (\$24,800.00).
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

06C70198B

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 Mortgagee does hereby release and waive.

TO SECURE the matter of this paragraph unless commenced within sixty days after Mortgagor's possession ceases.
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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
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
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 retain reasonable compensation for itself, pay finance 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 herein, the Mortgagee, on its sole discretion, shall
inquiries possession and pay to Mortgagor any surplus income in its hands. The possession of Mortgagee may continue until all indebtedness
Mortgagee shall, however, have the 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
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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 Mortgagor's possession ceases.

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 generally controlled, used to supply heat, gas, air conditioning, water, light, power,
refrigeration, ventilation or otherwise and any other thing now or hereafter thereon or thereon the furnishing of which by lessors is
customary or appropriate, including screens, venetian blinds, window shades, storm doors and windows, floor coverings, screen doors, in-a-door
beds, awnings, covers 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 encumbrances 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 of the parties to this instrument to establish an absolute transfer and
real estate and not secondarily and such pledge shall not be deemed merged in any instrument, together with the right in case of default, either before
assignment to the Mortgagee of all such leases and agreements and all the wells thereunder, together with the right in case of default, either before
or after foreclosure sale, to enter upon and take exclusive possession of, manage, improve, lease, sell, convey, assign, and otherwise dispose of
leases for terms deemed advantageous to it, terminate or modify existing or future leases, collect said rents, 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 retain reasonable compensation for itself, pay finance 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
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Box 38

MORTGAGE

MAYWOOD-PROVISO STATE BANK, AS
TRUSTEE UNDER TRUST AGREEMENT
DATED AUGUST 11, 1988 AND KNOWN
AS TRUST NUMBER 7876 (FARRIES)

3600 WARREN, 2R

BELLWOOD, ILLINOIS 60104

to

BROOKFIELD FEDERAL BANK
FOR SAVINGS
9009 OGDEN AVENUE
BROOKFIELD, ILLINOIS 60513

BOX 333 - TB

MAIL TO:

BROOKFIELD FEDERAL BANK
FOR SAVINGS
9009 OGDEN AVENUE
BROOKFIELD, ILLINOIS 60513

Loan No. 84 30

Property of Cook County Clerk's Office

88101390

A. THE MORTGAGOR COVENANTS.

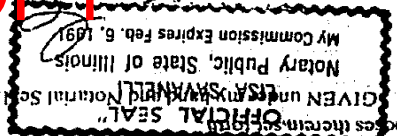
- (1) To pay immediately when due and pay on a general tax, special taxes, special assessments, water charges, sewer service charges and other taxes and charges against said property, including those heretofore paid, (the monthly payments provided by said note in anticipation of such taxes and charges 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 Twenty Percent 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, Torrens certificates and similar data and assurances with respect to title as Mortgagee may reasonably deem necessary either to prosecute such suit or to evidence to bidders at any sale held pursuant to such decree the true title to or value of said premises; all of which aforesaid amounts together with interest as herein provided shall be immediately due and payable by the Mortgagor in connection with (a) any proceeding, including probate or bankruptcy proceedings to which either party hereto shall be a party by reason of this mortgage or the note hereby secured; or (b) preparations for the commencement of any suit for the foreclosure hereof after the accrual of the right to foreclose, whether or not actually commenced; or (c) preparations for the defense of or intervention in any suit or proceeding or any threatened or contemplated suit or proceeding, which might affect the premises or the security hereof. In the event of a foreclosure sale of said premises there shall first be paid out of the proceeds thereof all of the aforesaid items, 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 overplus, if any, shall be paid to the Mortgagor, and the purchaser shall not be obliged to see to the application of the purchase money.
- (6) That each right, power and remedy herein 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 Mortgagor and the successors and assigns of the Mortgagee; and that the powers herein mentioned may be exercised as often as occasion therefor arises.

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UNOFFICIAL COPY



My commission expires _____
Notary Public, State of Illinois
GIVEN under my hand and official seal this _____ day of August, A.D. 19 88

I, the undersigned _____ a Notary Public, in and for said County, in the state aforesaid DO HEREBY CERTIFY THAT MARGARET J. BRENNAN MAYWOOD PROVISO STATE BANK ASSISTANT Secretary, respectively, 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 and who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such VICE President, KATHY T. PLATZ ASSISTANT Secretary of said corporation, and _____

STATE OF ILLINOIS
COUNTY OF COOK
SS

ATTEST:
Kathy T. Platz
Assistant Secretary
MAYWOOD-PROVISO STATE BANK
By _____
Vice President
Assistant Secretary, and _____
President, and _____
this 20th day of August, A.D. 19 88

IN WITNESS WHEREOF, MAYWOOD-PROVISO STATE BANK has caused these presents to be signed by its Assistant Secretary, and _____ President, and _____

COOK COUNTY, ILLINOIS
FILED FOR RECORD
1988 SEP - 2 AM 11:14
88401390

(7) This mortgage is executed by MAYWOOD-PROVISO STATE BANK herby 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 part of MAYWOOD-PROVISO STATE BANK, either individually or as Trustee aforesaid, to pay the said note or any interest that may accrue thereon, or to perform any covenant either express 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 MAYWOOD-PROVISO STATE BANK, either individually or as Trustee aforesaid, or its successors, 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 hereby created in the manner herein and in said note provided or by action to enforce the personal liability of the guarantor, if any.

(8) THE MORTGAGOR, AS CORPORATE TRUSTEE, 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 DECREE OR JUDGMENT CREDITORS OF THE MORTGAGOR, ACQUIRING ANY INTEREST IN OR TITLE TO THE PREMISES SUBJECT TO THE DATE OF THIS TRUST DEED OR MORTGAGE AND HEREBY WARRANTS THAT IT POSSESSES FULL POWER AND AUTHORITY TO WAIVE ITS RIGHTS OF REDEMPTION AS SUCH TRUSTEE.

(9) RESTRICTIONS ON TRANSFER. It shall be an immediate Event of Default and default hereunder if, without the prior written consent of the Mortgagee:
(a) The Mortgagee shall create, effect or consent to or shall suffer or permit any conveyance, sale, assignment, transfer, lien, pledge, mortgage, security interest or other encumbrance or alienation of the Premises;
(b) Any beneficiary of the Mortgagee, if the Mortgagee is a Trustee, shall create, effect or consent to, or shall suffer or permit any sale, assignment, transfer, lien, pledge, mortgage, security interest or other encumbrance or alienation of such beneficiary's beneficial interest in the Mortgagee;
(c) Any stockholder of the Mortgagee, if the Mortgagee is a corporation shall create, effect or consent to, or shall suffer or permit any sale, assignment, transfer, lien, pledge, mortgage, security interest or other encumbrance or alienation of any such shareholder's shares in the Mortgagee;
(d) Any partner or joint venturer, if the Mortgagee is a partnership or joint venture, shall create, effect or consent to, or shall suffer or permit any sale, assignment, transfer, lien, pledge, mortgage, security interest or other encumbrance or alienation of any part of the partnership or joint venture interest, as the case may be, of such partner or joint venturer in the Mortgagee.
In each case whether any such conveyance, sale, assignment, transfer, lien, pledge, mortgage, security interest, encumbrance or alienation is effected directly, indirectly, voluntarily or involuntarily, by operation of law or otherwise; provided, that the foregoing provisions of this Section 9 shall not apply (i) to liens securing the indebtedness Hereby Secured, (ii) to the lien of current taxes and assessments not in default or (iii) to any transfers of the Premises, or part thereof, interest therein, or any beneficial interests, or shares of stock or partnership or joint venture interest as the case may be, in the Mortgagee or by or on behalf of an owner thereof who is deceased or declared judicially incompetent, to such owner's heirs, legatees, devisees, executors, administrators, estate, personal representatives and/or committee. The provisions of this Section 9 shall be operative with respect to, and shall be binding upon, any persons who, in accordance with the terms hereof or otherwise, shall acquire any part of or interest in or encumbrance upon the Premises, or such beneficial interest in, share of stock of or partnership or joint venture interest in the Mortgagee.

88401390

UNOFFICIAL COPY CONDOMINIUM RIDER

THIS CONDOMINIUM RIDER is made this 20th day of August, 1988, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust or Security Deed (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure Borrower's Note to BROOKFIELD FEDERAL BANK FOR SAVINGS (the "Lender") of the same date and covering the Property described in the Security Instrument and located at: 3600 WARREN, 2R, BELLWOOD, ILLINOIS, 60104 (Property Address)

The Property includes a unit in, together with an undivided interest in the common elements of, a condominium project known as: 3600 WARREN AVENUE CONDOMINIUM ASSOCIATION (Name of Condominium Project)

(the "Condominium Project"). If the owners association or other entity which acts for the Condominium Project (the "Owners Association") holds title to property for the benefit or use of its members or shareholders, the Property also includes Borrower's interest in the Owners Association and the uses, proceeds and benefits of Borrower's interest.

CONDOMINIUM COVENANTS. In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:

A. Condominium Obligations. Borrower shall perform all of Borrower's obligations under the Condominium Project's Constituent Documents. The "Constituent Documents" are the: (i) Declaration or any other document which creates the Condominium Project; (ii) by-laws; (iii) code of regulations; and (iv) other equivalent documents. Borrower shall promptly pay, when due, all dues and assessments imposed pursuant to the Constituent Documents.

B. Hazard Insurance. So long as the Owners Association maintains, with a generally accepted insurance carrier, a "master" or "blanket" policy on the Condominium Project which is satisfactory to Lender and which provides insurance coverage in the amounts, for the periods, and against the hazards Lender requires, including fire and hazards included within the term "extended coverage," then:

(i) Lender waives the provision in Uniform Covenant 2 for the monthly payment to Lender of one-twelfth of the yearly premium installments for hazard insurance on the Property; and

(ii) Borrower's obligation under Uniform Covenant 5 to maintain hazard insurance coverage on the Property is deemed satisfied to the extent that the required coverage is provided by the Owners Association policy.

Borrower shall give Lender prompt notice of any lapse in required hazard insurance coverage.

In the event of a distribution of hazard insurance proceeds in lieu of restoration or repair following a loss to the Property, whether to the unit or to common elements, any proceeds payable to Borrower are hereby assigned and shall be paid to Lender for application to the sums secured by the Security Instrument, with any excess paid to Borrower.

C. Public Liability Insurance. Borrower shall take such actions as may be reasonable to insure that the Owners Association maintains a public liability insurance policy acceptable in form, amount, and extent of coverage to Lender.

D. Condemnation. The proceeds of any award or claim for damages, direct or consequential, payable to Borrower in connection with any condemnation or other taking of all or any part of the Property, whether of the unit or of the common elements, or for any conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender. Such proceeds shall be applied by Lender to the sums secured by the Security Instrument as provided in Uniform Covenant 9.

E. Lender's Prior Consent. Borrower shall not, except after notice to Lender and with Lender's prior written consent, either partition or subdivide the Property or consent to:

(i) the abandonment or termination of the Condominium Project, except for abandonment or termination required by law in the case of substantial destruction by fire or other casualty or in the case of a taking by condemnation or eminent domain;

(ii) any amendment to any provision of the Constituent Documents if the provision is for the express benefit of Lender;

(iii) termination of professional management and assumption of self-management of the Owners Association; or

(iv) any action which would have the effect of rendering the public liability insurance coverage maintained by the Owners Association unacceptable to Lender.

F. Remedies. If Borrower does not pay condominium dues and assessments when due, then Lender may pay them. Any amounts disbursed by Lender under this paragraph F shall become additional debt of Borrower secured by the Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and provisions contained in this Condominium Rider. MAYWOOD-PROVISO STATE BANK, AS TRUSTEE UNDER TRUST AGREEMENT DATED AUGUST 11, 1988 AND KNOWN AS TRUST NUMBER 7876

BY: [Signature] (Seal) 88401390
BORROWER
VICE PRESIDENT & TRUST OFFICER

ATTEST: [Signature] (Seal) 88401390
ASSISTANT SECRETARY
BORROWER

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