

UNOFFICIAL COPY

MORTGAGE 88542355

THIS INDENTURE WITNESSETH: That the undersigned _____

THOMAS J. HUGHES AND DOROTHY J. HUGHES, his wife

of the CITY OF CHICAGO County of COOK State of Illinois, hereinafter referred to as the Mortgagor, does hereby Mortgage and Warrant 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:

LOTS 10 (EXCEPT THE EAST 1 FOOT, 6 INCHES THEREOF) AND 11 IN WESTON'S SUBDIVISION OF BLOCK 2 IN J. H. REE'S SUBDIVISION OF THE NORTHWEST 1/4 OF SECTION 31, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PERMANENT TAX NUMBER: 17-31-301-025
PROPERTY ADDRESS: 2257-59 W. 35TH STREET, CHICAGO, ILLINOIS 60609

88542355

DEPT-01 \$13.25
T#1111 TRAN 4378 11/23/88 14:46:00
M764 # A *-88-642355
COOK COUNTY RECORDER

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 centrally controlled, used to supply heat, gas, air conditioning, water, light, power, refrigeration, ventilation or otherwise and any other thing now or hereafter therein or thereon the furnishing of which by leasers to lessees is customary or appropriate, including screens, window shades, storm doors and windows, floor coverings, screen doors, venetian blinds, in-a-door beds, awnings, stoves 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 easements and the rents, issues and profits of said premises which are hereby pledged, assigned, transferred and set over unto the Mortgagee.

TO HAVE AND TO HOLD all of said property 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 hereon in the sum of ONE HUNDRED SIXTY THOUSAND AND NO/100 Dollars (\$160,000.00), which note, together with interest thereon as provided by said note, is payable in initial monthly installments of ONE THOUSAND FOUR HUNDRED FIFTY THREE AND 92/100 DOLLARS (\$1,453.92) on the FIRST day of each month, commencing with DECEMBER 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 THIS INSTRUMENT WAS PREPARED BY ROBERT V. HLADIK 9009 OGDEN AVENUE BROOKFIELD, ILLINOIS 60513

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 as hereinafter provided and to secure the performance of the Mortgagor's covenants herein contained.

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.
(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. 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.
(3) To promptly repair, restore or rebuild any buildings or improvements now or hereafter on the premises which may become damaged or destroyed; to keep said premises in good condition and repair, and free from any mechanic's or other lien or claim of lien not expressly subordinated to the lien hereof; 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; to comply with all requirements of law with respect to the mortgaged premises and the use thereof;
(4) 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.

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10/21
10/21
First American Title Order #

88542355

Box 20

MORTGAGE

THOMAS J. HUGHES
MORPHY J. HUGHES

257-59 W. 35TH STREET

CHICAGO, ILLINOIS 60601

TO

BROOKFIELD FEDERAL BANK
FOR SAVINGS
909 OGDEN AVENUE
BROOKFIELD, ILLINOIS 60015

Loan No. 92 30

THIS INSTRUMENT WAS PREPARED BY
ROBERT V. HLADEK
909 OGDEN AVENUE
BROOKFIELD, ILLINOIS 60015

5. 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 or any part thereof, or interest therein.

(b) Any beneficiary of the Mortgage, if the Mortgage 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 Mortgage.

(c) Any shareholder of the Mortgage, if the Mortgage 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 Mortgage.

(d) Any partner or joint venturer, if the Mortgage 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, or such partner or joint venturer in the Mortgage.

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 5 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, or interest therein, or any beneficial interest, or shares of stock or partnership or joint venture interest as the case may be, in the Mortgage 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 representative and/or committee. The provisions of this Section 5 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 Mortgage.

RECORDED
INDEXED
BOOK 88 PAGE 588

588 257-59

Property of Cook County

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(3) To promptly repair, restore or rebuild any buildings or improvements now or hereafter on the premises which may become damaged or destroyed; to keep said premises in good condition and repair, and free from any mechanic's or other lien or claim of lien not expressly subordinated to the lien hereof; 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; to comply with all requirements of law with respect to the mortgaged premises and the use thereof;
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First American Title Order #

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