

THIS INSTRUMENT PREPARED BY:
Carol G. Zacarias
211 W. St. Charles Road
Lombard, IL 60148

UNOFFICIAL COPY

88551683

13.00

MORTGAGE

A 245079 2 of 3

THIS INDENTURE WITNESSETH: That the undersigned EDGEMARK BANK As Trustee U/T Number
88 LT 1142, dated October 21, 1988, As Trustee Aforesaid and Not Personally

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 October 21, 1988
and known as trust number 88 LT 1142, hereinafter referred to
as the Mortgagor, does hereby Mortgage and Warrant to EDGEMARK BANK
211 W. St. Charles Road
Lombard, IL 60148

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 DuPage
in the State of Illinois to wit:

**Lot 1 in Block 2 in the Railroad Addition to Harlem in the Southeast 1/4 of Section
12, Township 39 North, Range 12, East of the Third Principal Meridian, in Cook
County, Illinois.

PIN: 15-12-404-006

prop: 7228 Circle Ave.
Forest Park, IL

TOGETHER with all buildings, improvements, fixtures or appurtenances now or hereafter erected thereon, including
all apparatus, equipment, fixtures, or articles, whether on 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 lessors to lessees is customary or appropriate, including screens, venetian blinds, win-
dow shades, storm doors and windows, floor coverings, screen doors, 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, 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 hereof (a) to pledge said rents, issues and profits on a parity with said real estate and not secondarily and
such pledge shall not be deemed merged in any foreclosure decree, and (b) to establish an absolute transfer and assignment
to the Mortgagee of all such leases and agreements and all the avails thereunder, together with the right in case of default,
either before or after foreclosure sale, to enter upon and take exclusive possession of, manage, maintain and operate said
premises, or any part thereof, make leases for terms deemed advantageous to it, terminate or modify existing or future
leases, collect said avails, 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 obtain reasonable compensation for
itself, pay insurance 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 Mortgagor, in its sole discretion, feels
there is no substantial uncorrected default in performance of the Mortgagor's agreements herein, the Mortgagee, on satis-
factory evidence thereof, shall 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 Home-
stead 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 ONE HUNDRED TEN THOUSAND
AND NO/100 Dollars (\$ 110,000.00),
which note together with interest thereon as provided by said note, is payable in monthly installments of PRINCIPAL
PAYMENT OF \$916.67 Plus Interest on outstanding balance
on the first day of each month, commencing with January 1, 1989 until the entire sum is paid.

If, on December 1, 1993, I still owe amounts under this Note, I will pay those in full
on that date, which is called the "Maturity Date".
A late charge of five percent (5.00%) will be charged on payments received after the
fifteenth day of the month.

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.

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Box.....15

MORTGAGE

to

RECORD AND RETURN TO:

EDGEMARK BANK
211 W. St. Charles Road
Lombard, IL 60148

Property of Cook County Clerk's Office

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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 Mortgagee 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 Mortgagee, 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 Mortgagee and the successors and assigns of the Mortgagee; and that the powers herein mentioned may be exercised as often as occasion therefor arises.

(7) This mortgage is executed by EDGEMARK BANK not personally but as Trustee as aforesaid in the exercise of the power and authority conferred upon and vested in it as such Trustee (and said EDGEMARK BANK 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 EDGEMARK BANK, either individually or as Trustee aforesaid, personally to pay the said note or any interest that may accrue thereon, or any indebtedness accruing hereunder, 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 EDGEMARK 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 for by action to enforce the personal liability of the guarantor, if any.

**The Mortgagees and Beneficiaries of aforementioned Trust and Guarantors of subject Note secured by this Mortgage covenant and agree that upon happening of any of the following events without the written approval of Mortgagee first had and obtained, the Mortgagee may elect to declare all remaining sums secured hereby immediately due and payable. Such action without the Lender's approval will cause Note to be "due on sale".

1. A sale or conveyance of the subject property or any interest therein, or
2. Any transfer of title, or
3. Any Assignment of the Beneficial Interest of any Trust holding title to the subject property, or
4. A sale of the subject property by a Contract for Deed.

BOOK EXHIBIT
RECORDED

1988 DEC - 1 PM 12:35

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IN WITNESS WHEREOF, EDGEMARK BANK, As Trustee U/T #88 LT 1142 not personally but as Trustee as aforesaid, has caused these presents to be signed by its Asst. Vice President, and its corporate seal to be hereunto affixed and attested by its Asst. Secretary, this 18th day of November, A. D. 1988

ATTEST:

EDGEMARK BANK, AS Trustee U/T #88 LT 1142
As Trustee as aforesaid and not personally

By Carol G. Zacarias
Asst. Vice President

Marilyn Benson
Asst. Secretary

STATE OF ILLINOIS }
COUNTY OF DuPage } SS.

I, the undersigned a Notary Public, in and for said County, in the state aforesaid, DO HEREBY CERTIFY, THAT Carol G. Zacarias, Asst. Vice President of EDGEMARK BANK, and

Marilyn Benson, Asst. Secretary of said corporation, who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Asst. Vice President, and 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 for the uses and purposes therein set forth; and the said Asst. 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.

GIVEN under my hand and Notarial Seal, this 18th day of November, A. D. 1988

My commission expires Jan 20, 1991

"OFFICIAL SEAL"
Diane E. Caluwe
Notary Public, State of Illinois
DuPage County, Illinois
My Commission Expires Jan. 20, 1991

Caluwe
Notary Public

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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) or procuring all such abstracts of title, title searches, examinations and reports, guaranty policies,

in the decree of sale all expenditures and expenses together with interest thereon at the rate of 19.50% per annum, and upon foreclosure of said premises, there shall be allowed and included as an additional indebtedness shall be nullified by the appointment of a receiver but he may elect to terminate any lease junior to the lien hereof; until the expiration of the statutory period during which it may be issued and no lease of said premises shall be allowed by statute for redemption, whether there be redemption or not, and until the issuance of deed in case of sale, but allowed in personam or not, and if a receiver shall be appointed he shall remain in possession until the expiration of the full period of the property, including the expenses of such receivership, or on any deficiency decree whether there be a decree therefor towards the payment of the indebtedness, costs, taxes, insurance or other items necessary for the protection and preservation of the property, and such rents, issues and profits, when collected, may be applied before as well as after the Master's sale, the rents, issues and profits of said premises during the pendency of such foreclosure suit and the statutory period of the owner of the equity of redemption as a homestead, appoint a receiver with power to manage and rent and to collect at any time, either before or after sale, and without notice to the Mortgagee, or any party claiming under him, and without regard to the commencement of any foreclosure proceeding hereunder, the court in which such bill is filed may

(5) That upon the commencement of any foreclosure proceeding hereunder, the court in which such bill is filed 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;

(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 Mortgagee, or if the Mortgagee 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 Mortgagee 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 Mortgagee, and apply toward the payment of said mortgage indebtedness any indebtedness of the Mortgagee to the Mortgagee, 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;

(3) That in the event the ownership of said property or any part thereof becomes vested in a person other than the Mortgagee, the Mortgagee may, without notice to the Mortgagee, deal with such successors or successors in interest with reference to this mortgage and the debt hereby secured in the same manner as with the Mortgagee, 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 Mortgagee hereunder or upon the debt hereby secured;

(2) That it is the intent hereof to secure payment of said note whether the entire amount shall have been advanced to the Mortgagee 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 Section A(2) above, or for either purpose;

(1) That in the case of failure to perform any of the covenants herein, the Mortgagee may do on the Mortgagee's behalf everything so governed; that the Mortgagee may also do any act it may deem necessary to protect the lien hereof; 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 provided; that it shall not be obligatory upon the Mortgagee to inquire into the validity of any lien, encumbrance, or claim against the mortgaged premises, but nothing herein contained shall be construed as requiring the Mortgagee to advance any moneys for any purpose nor to do hereunder; and that Mortgagee shall not incur any personal liability because of anything it may do or omit to do hereunder;

B. THE MORTGAGOR FURTHER COVENANTS:

(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, fixtures, 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;

(7) To comply with all requirements of law with respect to the mortgaged premises and the use thereof;

(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;

(5) To keep said premises in good condition and repair, without waste, and free from any mechanics, or other lien or claim of lien not expressly subordinated to the lien hereof;

(4) To promptly repair, restore or rebuild any buildings or improvements now or hereafter on the premises which may become damaged or destroyed;

(3) To complete within a reasonable time any buildings or improvements now or at any time in process of erection upon said premises;

(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 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 Mortgagee 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 principal indebtedness secured by this mortgage, to be paid by accidental injury or sickness, or other such contract, making the Mortgagee assignee thereunder, the Mortgagee may pay the premiums for such insurance and said payments to the principal indebtedness secured by this mortgage, to be repaid in the same manner and without charge upon the amount of the monthly payments, unless such change is by mutual consent.

A. THE MORTGAGOR COVENANTS:

(1) To pay immediately when due and payable all general taxes, special assessments, water charges, sewer service charges and other taxes and charges against said property, including those hereof 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.

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