

# UNOFFICIAL COPY

This instrument was prepared by:

Marta B. Figueiredo

Central/Savings and Loan Association of Chicago  
Belmont at Ashland  
Chicago, Illinois 60657

Mortgage

Loan No. 50-6779-8

THIS INDENTURE WITNESSETH: That the undersigned \*\*\*LA SALLE NATIONAL BANK\*\*\*

national banking association  
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 21, 1973 and known as trust number  
46047 , hereinafter referred to as the Mortgagor, does hereby Mortgage and Convey to

FEDERAL  
CENTRAL/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 Mortgagor, the following real estate in the County of Cook

in the State of Illinois , to wit:

Lots 24 and 25 in Block 24 in Ravenswood Gardens, a Subdivision of  
that part of the West 1/2 of the North East 1/4 and the East 1/2 of  
the North West 1/4 of Section 13, Township 40 North, Range 13 East  
of the Third Principal Meridian lying North East of Sanitary District  
Right of Way, except the Right of Way of Northwestern elevated Rail-  
road, in Cook County, Illinois.

Commonly Known As: 2612-16 W. Leland Ave., Chicago, IL 60625  
P/R/E/I #13-13-203-019-0000 A11X

1500

Together with all buildings, improvements, fixtures or 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, airconditioning, water, light, power, refrigeration, ventilation or other services, and all moving and/or stationary equipment, the furnishing of which by lessors to lessees is customary or appropriate, including screen doors, window shades, storm doors and windows, floor coverings, screen doors, in-and-out 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 Mortgagor, whether now due or hereafter to become due as provided herein. The Mortgagor is hereby subrogated to the rights of all mortgagees, beneficiaries 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 thereunto belonging, unto said Mortgagor forever, for the uses herein set forth, free from all rights and benefits under the homestead, exemption and valuation laws of any state, which said rights and benefits said Mortgagor does hereby release and waive.

## TO SECURE:

(1) the payment of a Note executed by the Mortgagor to the order of the Mortgagor bearing even date herewith in the principal sum of \*\*\*TWO HUNDRED FORTY THOUSAND AND NO/100\*\*\* - - - - - Dollars

(\$\*\*\*\$240,000.00\*\*\*)

, which Note, together with interest thereon as therein provided, is payable in monthly installments ~~as follows~~ for

\*\*\*PRINCIPAL OF \*\*\*THREE HUNDRED AND NO/100\*\*\* - - - - - PLUS INTEREST AT THE CURRENT RATE IN EFFECT FROM TIME TO TIME AS SET FORTH IN THE RIDER  
AMENDED HERETO AND MADE A PART HEREOF. DUE  
(\$\*\*\*\$300.00\*\*), commencing the first (1st) day of MARCH , 19 88 .  
which payments are to be applied, first, to interest, and the balance to principal, until said indebtedness is paid in full.

(2) any advances made by the Mortgagor 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 \*\*\*TWO HUNDRED FORTY THOUSAND AND NO/100\*\*\* - - - - - Dollars (\$\*\*\*\$240,000.00\*\*\*), 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.

(3) the performance of all of the covenants and obligations of the Mortgagor to the Mortgagor, 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 an 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 due), and to furnish Mortgagor, upon request, duplicate receipts, and/or, and all such items extended against said property shall be conclusively deemed valid for the purpose of this requirement; (3) To keep the improvements now or hereafter upon said premises insured against damage by fire, and such other hazards as the Mortgagor may require, until said indebtedness is fully paid, or in case of foreclosure, until completion of the period of redemption, for the full insurable value thereof, in such companies, through such agents or brokers, and in such form as shall be satisfactory to the Mortgagor; such insurance policies shall remain with the Mortgagor during said period or periods, and contain the usual clause satisfactory to the Mortgagor making them payable to the Mortgagor, and in case of foreclosure, payable to the owner of the certificate of sale, owner of any deficiency, any receiver or redeemer, or any trustee in a deed pursuant to foreclosure; and in case of loss under such policies, the Mortgagor is authorized to adjust, collect and compromise, or in its discretion, all claims thereunder and to execute and deliver on behalf of the Mortgagor all necessary proofs of loss, receipts, bills, releases required of him to be signed by the insurance companies, and the Mortgagor agrees to sign, upon demand, all receipts, vouchers or releases required of him to be signed by the Mortgagor for such purpose, and the Mortgagor is authorized to apply the proceeds of any insurance claim in the reduction of the property or upon the indebtedness hereby secured, in its discretion, but monthly payments shall continue until said indebtedness is paid in full; (4) Immediately after destruction or damage, to commence the rebuilding, reconstruction, repair, and improvements now or hereafter on said premises, unless Mortgagor has given written notice on the indebtendess, provided, however, that the proceeds of any insurance covering such destruction or damage; (5) To keep and maintain in good condition and repair, without waste, and free from any mechanic's or other lien or claim of lien not expressly subordinate to the lien hereof, the Mortgagor make, suffer, or permit any unlawful use of or any nuisance to exist on said property not to diminish nor impair its value by any act of omission to act; (6) To comply with all requirements of law with respect to the mortgaged premises and the use thereof; (7) Not to make, suffer or permit, without the written permission of the Mortgagor 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, apparatus, appurtenances, fixtures or equipment now or hereafter upon said property, (c) any 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; (8) To complete within a reasonable time any buildings or 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 insurance required or accepted, the undersigned promises to pay to the Mortgagor a pro rata portion of the current year taxes upon the disbursement of the loan and to pay monthly to the Mortgagor, in addition to the above payments, a sum estimated to be equivalent to one-twelfth of such items, which payments may, at the option of the Mortgagor, (a) be held by it and commingled with other such funds or its own funds for the payment of such items; (b) be carried in a savings account and withdrawn by it to pay such items; or (c) be credited to the unpaid balance of said indebtedness as received, provided that the Mortgagor advances upon this obligation sum sufficient to pay said items as the same accrue and become payable. If such sums are held or carried in a savings account or escrow account, the same are hereby pledged to further secure this indebtedness. The Mortgagor is authorized to pay said items as charged or billed without further inquiry.

C. This mortgage contract provides for additional advances which may be made at the option of the Mortgagor 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, Mortgagor may do on Mortgagor's behalf everything so covenanted; that said Mortgagor may also do any act it may deem necessary to protect the lien hereof, that Mortgagor will repay upon demand any monies paid or disbursed by Mortgagor for any of the above purposes and such monies together with interest thereon at the highest rate for which it is then lawful to contract shall become an 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 proceeds of said original and said additional indebtedness; (e) it shall not be obligated upon the Mortgagor to inquire into the validity of any lien, encumbrance or claim in advancing monies as above authorized, but nothing herein contained shall be construed as requiring the Mortgagor to assume any manner for any purpose nor in any way act hereunder; and the Mortgagor shall not incur any personal liability because 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 as 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 Mortgagor 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 foreclose to sue or may extend time for payment of the debt, secured hereby, without discharging or in any way affecting the liability of the Mortgagor hereunder or upon the debt secured;



# UNOFFICIAL COPY

## ADJUSTABLE RATE RIDER TO MORTGAGE

This Rider is attached to and made a part of a certain Mortgage dated January 30, 1988, made by \*\*\*LA SALLE NATIONAL BANK, Solely As Trustee Under Trust Agreement Dated May 21, 1973, And Known As Trust No. 46047\* and not personally

to CENTRAL FEDERAL SAVINGS AND LOAN ASSOCIATION OF CHICAGO

LOAN NUMBER 50-6779-8

This Rider made this 30th day of January, 19 88 as an addition and modification to the Mortgage wherein

\*\*\*LA SALLE NATIONAL BANK, Solely As Trustee Under Trust Agreement Dated May 21, 1973, And Known As Trust No. 46047\* and not personally

- - - - - is designated as "Mortgagor" and

CENTRAL FEDERAL SAVINGS AND LOAN ASSOCIATION OF CHICAGO

is designated as "Mortgagee".

- 1) Interest for each month shall be added to the unpaid principal balance on the first day of said month at \*\*\*ONE AND ONE-HALF\*\*\* percent (\*\*\*1.50\*\*\*) above Central Federal Savings prime rate. All interest shall be computed using a 30 day month on the basis of a year consisting of 360 days. The Mortgagor hereby acknowledges that the prime rate referred to herein may, at any time during the term of the Note, be greater than the lowest interest rate charged by the Mortgagee to its most creditworthy customers at any such time. Notwithstanding that the Mortgagee may extend credit at interest rates lower than this prime rate to its most creditworthy customers, the Mortgagor agrees that this prime rate shall control the rate of interest to be paid hereunder.
- 2) While any principal hereunder remains unpaid, if the prime rate is increased or decreased from the present prime rate, which is \*\*\*EIGHT AND THREE-QUARTERS\*\*\* percent (\*\*\*8.75\*\*\*) per annum, the interest rate payable hereunder shall be increased or decreased by an amount equal to the amount of such change in the prime rate, effective as of the first day of the month beginning on JUNE 1, 1988, and on that day of the month every \*\*\*SIX\*\*\* (\*\*\*6\*\*\*) months thereafter until the loan is paid in full.
- 3) In the event of any default in payment of any monthly instalment or default in the Mortgage securing the Note, the interest shall accrue on all the unpaid principal and interest at an annual rate of \*\*\*THREE\*\*\* percent (\*\*\*3.00\*\*\*) above the prime rate until such default is cured.
- 4) THE ENTIRE UNPAID PRINCIPAL BALANCE AND ANY UNPAID ACCRUED INTEREST THEREON, IF NOT SOONER PAID, SHALL BE DUE AND PAYABLE IN FULL ON FEBRUARY 1, 1998.

Nothing contained under this Rider shall be construed to provide for an increase in the length of the term of this Mortgage. Except as changed herein, all provisions of the Mortgage to which this Rider is affixed shall remain in full force and effect.

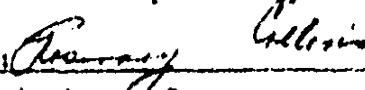
(FOR THE EXCULPATORY PROVISION OF LA SALLE NATIONAL BANK, SEE REVERSE SIDE)

LA SALLE NATIONAL BANK, Solely as Trustee as aforesaid and not personally.

By:

  
Assistant Vice President

ATTEST:

  
Assistant Secretary

88076404

# UNOFFICIAL COPY

Property of COOK County Clerk's Office

This instrument is executed by LE SALLE NATIONAL BANK, not personally but solely as Trustee, as aforesaid, in the exercise of the power and authority conferred upon it and vested in it by its Charter. IN THE TERMS, PROVIDED, FOR THE EXERCISE OF SUCH POWER, AS IS PROVIDED BY LE SALLE NATIONAL BANK, AS FROM TIME TO TIME, AND AS IS AFOREMAINTAINED, IN THE EXERCISE OF SUCH POWER, AS IS PROVIDED, MADE ON THE DATE HEREBY AGREED UPON, AND AS IS STIPULATED, AND NO PERSONALITY SHALL BE CONSIDERED AS BEING A PART OF THE SAME, LE SALLE NATIONAL BANK, BY PERSON OR ATTORNEY-IN-FACT, PREVIOUSLY, STIPULATIONS, EVENTUALLY AND/OR ATTACHMENTS CONTAINED IN THIS INSTRUMENT.

88026404

**UNOFFICIAL COPY**

Property of Cook County Clerk's Office

COOK COUNTY ILLINOIS  
FILED FOR RECORD

REC FEB 23 PM 12:33

88076404

88076404

**UNOFFICIAL COPY**

Property of Cook County Clerk's Office