

UNOFFICIAL COPY

88058269

COOK COUNTY, ILLINOIS DEPARTMENT OF RECORDS
1000 BANKERS, INC. CHICAGO, ILLINOIS 60645

Box 699-WJ
5915 WEST 100TH

KIMMEL TO & PREPARED BY:
LINCOLUMM, ILLINOIS 60646

NOTARY PUBLIC
MORTGAGE DEPARTMENT OF RECORDS
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 12/31/90

Given under my hand and Notarial Seal this 13th day of FEBRUARY 1988
I, the undersigned, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY that the above named officers of the AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, Illinois, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such officers and who appeared before me this day in person and acknowledged that they signed and delivered the said instrument of their own free and voluntary act and the said officers (they and their acknowledged) that the said Company, as custodian of the corporate seal of said Company caused the corporate seal of said Company to be affixed to said instrument and that there acknowledged that the said officers, as custodian of the corporate seal of said Company caused the corporate seal of said Company to be affixed to said instrument and that the undersigned, as Notary Public in and for the County and State aforesaid, caused the corporate seal of said Company to be affixed to said instrument and that the undersigned, as Notary Public in and for the County and State aforesaid, caused the corporate seal of said Company to be affixed to said instrument.

BY: [Signature]
TRUST OFFICER
AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO

THIS MORTGAGE consists of two pages. The covenants, conditions and provisions appearing on page 2 (the reverse side of this mortgage) are incorporated herein by reference and are a part hereof and shall be binding on the mortgagor, their heirs, successors and assigns. THIS MORTGAGE is secured by the underlying trust, not personally but as a trustee as stated, in the exercise of the power and authority conferred upon and vested in it as such trustee, hereby warrants that the mortgage is a valid mortgage and that the same is a valid mortgage and that the same is a valid mortgage and that the same is a valid mortgage and that the same is a valid mortgage.

Interest on the principal balance remaining due hereon to the maturity of the rate of 13% per cent per annum and after maturity at the rate of 13% per cent per annum. Interest on the principal balance remaining due hereon to the maturity of the rate of 13% per cent per annum and after maturity at the rate of 13% per cent per annum.

SEE LEGAL ATTACHED AND MADE A PART HEREOF
TO HAVE AND TO ENJOY the said property with said mortgage forever, for the uses and purposes herein set forth, the mortgagor and the grantor hereby warrant, defend and hold harmless the mortgagee, assignee and all other persons who may hereafter purchase, take or hold the same in fee simple and all appurtenances, appurtenant thereto and the mortgagee, assignee and all other persons who may hereafter purchase, take or hold the same in fee simple and all appurtenances, appurtenant thereto.

JANUARY 27, 1988
AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO
DECEMBER 31, 1987

COOK COUNTY, ILLINOIS
1988 FEB 26 PM 4:57
88058269

7150 167 AF MISTRE
88058269
1988 FEB - 8 PM - 3:01
COOK COUNTY, ILLINOIS
FILED FOR RECORD

This document is being rerecorded due to correction of Trust #.

17. The mortgagee (or beneficial owner) will not transfer or assign in any way hypothecated property, or hypothecate the same, nor will it... (The mortgagee named herein and the holder or holders, from time to time, of the note secured hereby...)

16. If the payment of said indebtedness or any part thereof be extended or varied or if any part of the security be released, all persons now or at any time hereafter liable hereon, or interested in said premises, shall be held to assent to such extension, variation or release, and their liability and the lien and all provisions hereof shall continue in full force, the right of recourse against all such persons being expressly reserved by the Mortgagee, notwithstanding such extension, variation or release.

15. The Mortgagee shall retain the right to inspect the premises at all reasonable times and access thereto shall be permitted for that purpose.

14. No action for the enforcement of the lien or of any provision hereof shall be subject to any defense which would not be good and available to the party asserting same in an action at law upon the note hereby secured.

13. Upon or at any time after the filing of a complaint to foreclose this mortgage the court in which such complaint is filed may appoint a receiver of said premises. Such appointment may be made either before or after sale, without notice to the holder or holders of the mortgage or to any party interested in such premises. The receiver shall have the same powers as a receiver or trustee of an estate, and shall have authority to collect such taxes, issues and profits, and all other powers which may be necessary or convenient for the protection, preservation, control, management and operation of the premises during the full statutory period of redemption, whether there be redemption or not, as well as during a further period of redemption, or any part thereof, or any time thereafter, and shall have authority to sell or lease the premises, or any part thereof, and shall have authority to execute the deed of sale and to execute the same as such receiver, and the Mortgagee may be appointed as such receiver. Such receiver shall have the same powers as a receiver or trustee of an estate, and shall have authority to collect such taxes, issues and profits, and all other powers which may be necessary or convenient for the protection, preservation, control, management and operation of the premises during the full statutory period of redemption, whether there be redemption or not, as well as during a further period of redemption, or any part thereof, or any time thereafter, and shall have authority to sell or lease the premises, or any part thereof, and shall have authority to execute the deed of sale and to execute the same as such receiver, and the Mortgagee may be appointed as such receiver.

12. The proceeds of any foreclosure sale of the premises shall be distributed and applied, in the following order of priority: First, on account of all costs and expenses incurred in the foreclosure proceedings, including all such items as are mentioned in the preceding paragraph hereof; second, all other items which under the terms hereof constitute secured indebtedness additional to that evidenced by the note, with interest thereon as herein provided; third, all principal and interest remaining unpaid on the note fourth, any surplus to Mortgagee, their heirs, legal representatives or assigns, as their rights may appear.

11. When the indebtedness hereby secured shall become due, whether by acceleration or otherwise, Mortgagee shall have the right to foreclose the lien hereof in any suit to foreclose the lien hereof. In any suit to foreclose the lien hereof, the Mortgagee shall have the right to foreclose the lien hereof in any suit to foreclose the lien hereof. In any suit to foreclose the lien hereof, the Mortgagee shall have the right to foreclose the lien hereof in any suit to foreclose the lien hereof.

10. Mortgagee shall pay each item of indebtedness herein mentioned, both principal and interest, when due according to the terms hereof. At the option of the Mortgagee and without notice to the holder or holders of the mortgage, all unpaid indebtedness secured by this mortgage shall, notwithstanding anything in the note or in this mortgage in the contrary, become due and payable (a) immediately in the case of default in making payment of any installment of principal or interest on the note, or (b) when default shall occur and continue for three days in the performance of any other agreement of the Mortgagee herein contained.

9. Mortgagee shall pay each item of indebtedness herein mentioned, both principal and interest, when due according to the terms hereof. At the option of the Mortgagee and without notice to the holder or holders of the mortgage, all unpaid indebtedness secured by this mortgage shall, notwithstanding anything in the note or in this mortgage in the contrary, become due and payable (a) immediately in the case of default in making payment of any installment of principal or interest on the note, or (b) when default shall occur and continue for three days in the performance of any other agreement of the Mortgagee herein contained.

8. The Mortgagee making any payment hereof, authorized relating to taxes or assessments, may do so according to any bill, statement or estimate procured from the appropriate public office without inquiry into the accuracy of such bill, statement or estimate or into the validity of any tax, assessment, sale, foreclosure, tax lien or title or claim hereof.

7. In case of default herein, Mortgagee may, but need not, make any payment or perform any act hereinafore required of Mortgagee in any form and manner deemed expedient, and may, but need not, make full or partial payments of principal or interest on prior encumbrances. If any and purchase, discharge, compromise or settle any tax lien or other prior lien on this or other property, or to redeem from any tax sale or foreclosure affecting and interests or interest in connection therewith, including attorney's fees, and any other moneys advanced by Mortgagee to protect the mortgage premises and the lien hereof, shall be so much additional indebtedness secured hereby and shall become immediately due and payable without notice and with interest thereon at the post maturity rate of the note hereby secured. In addition to the amount of the note hereby secured, Mortgagee shall have the right to foreclose the lien hereof in any suit to foreclose the lien hereof. In any suit to foreclose the lien hereof, the Mortgagee shall have the right to foreclose the lien hereof in any suit to foreclose the lien hereof.

6. Mortgagee shall keep all buildings and improvements now or hereafter situated on said premises insured against loss or damage by fire, lightning and windstorm under policies providing for payment by the insurance company of moneys sufficient to pay the cost of replacing or repairing the same or to pay in full the indebtedness secured hereby, all in compliance satisfactory to the Mortgagee. Mortgagee shall deliver to each policy a copy of the policy, including additional and renewal policies, to the Mortgagee, and in case of insurance about to expire, shall deliver a renewal policy not less than ten days prior to the respective date of expiration.

5. The Mortgagee hereby waives any and all rights of redemption from sale under any order or decree of foreclosure of this Mortgage on the own behalf and on behalf of each and every person, except decree or judgment of the Mortgagee, acquiring any interest in or title to the premises subsequent to the date of this Mortgage. The paragraph is operative where shown by Illinois Statute.

4. If, by the laws of the United States of America or of any state having jurisdiction in the premises, any tax is due or becomes due in respect of the balance of the note hereby secured, the Mortgagee covenant and agree to pay such tax in the manner required by any such law, and the Mortgagee further covenant to hold harmless and agree to indemnify the Mortgagee, and the Mortgagee's successors or assigns, against any liability incurred by reason of the imposition of any tax on the issuance of the note secured hereby.

3. In the event of the enactment after this date of any law of Illinois deducting from the value of land for the purpose of taxation any lien thereon, or imposing upon the Mortgagee the payment of the whole or any part of the taxes or assessments or charges or liens herein required to be paid by the Mortgagee, or changing in any way the laws relating to the taxation of mortgages or debts secured hereby or the Mortgagee's interest in the property, the Mortgagee, upon demand by the Mortgagee, shall pay such taxes or assessments, or reimburse the Mortgagee therefor; provided, however, that if in the opinion of counsel for the Mortgagee (a) it might be unlawful to require the Mortgagee to make such payment or (b) the making of such payment might result in the imposition of interest beyond the maximum amount permitted by law, then and in such event, the Mortgagee may elect, by notice in writing given to the Mortgagee, to declare all of the indebtedness secured hereby to be and become due and payable sixty (60) days from the giving of such notice.

2. Mortgagee shall pay before any penalty attached all general taxes, and shall pay special taxes, special assessments, water charges, sewer service charges, and other charges against the premises when due, and shall, upon written request, furnish to the Mortgagee duplicate receipts therefor. To prevent default hereunder Mortgagee shall pay in full under protest, in the manner provided by statute, any tax or assessment which Mortgagee may desire to contest.

1. Mortgagee shall (1) promptly repair, restore or rebuild any buildings or improvements now or hereafter on the premises which may become damaged or be destroyed; (2) keep said premises in good condition and repair, without waste and free from mechanics' or other liens or claims for lien not expressly subordinated to the lien hereof; (3) pay when due any indebtedness which may be secured by a lien or charge on the premises superior to the lien hereof, and upon request a satisfactory evidence of the discharge of such prior lien to the Mortgagee; (4) complete within a reasonable time any building or buildings now or at any time in progress of erection upon said premises; (5) comply with all requirements of law or municipal ordinances with respect to the premises and thereon; (6) make no material alterations in said premises except as required by law or municipal ordinance.

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Property of Cook County Clerk's Office

THE EAST 34.63 FEET OF LOT 16 (AS MEASURED ON NORTH LINE OF SAID LOT 16) TOGETHER WITH ALL VACATED ALLEY LYING SOUTH OF AND ADJOINING SAID EAST 34.63 FEET OF LOT 16 IN 8TH ADDITION TO LINCOLN AVENUE GARDENS A SUBDIVISION OF PARTS OF LOTS 1 AND 4 AND PART OF VACATED ALLEY ADJOINING SAID LOTS IN SUBDIVISION OF THE NORTH 10 ACRES OF THE WEST 1/2 OF THE NORTH WEST 1/4 OF SECTION 35, TOWNSHIP 41 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

LEGAL DESCRIPTION

PIN: 10-35-100-038,0000
QBD UN
916 W. Touhy
Lincolnwood, IL

UNOFFICIAL COPY

05/22/2008

Property of Cook County Clerk's Office

05/22/2008

STATE OF ILLINOIS