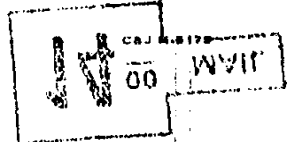


UNOFFICIAL COPY  
MORTGAGE



THIS INDENTURE WITNESSETH: That the undersigned Heritage County Bank and Trust Company,  
now known as Heritage Bank and Trust Company  
as Trustee under Trust Agreement Dated September 15, 1983 and Known as Trust

Number 2443

of the City of Blue Island County of Cook, State of Illinois,  
hereinafter referred to as the Mortgagor, does hereby Mortgage and Warrant to

First State Bank of Alsip

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 Cook  
in the State of Illinois, to wit:

~~Parcel 1: Lot 11 in Lombard's Resubdivision of Part of Lots 8, 9 and 10 in First  
Addition to Alsip Industrial Highlands, a Subdivision in the East 1/2 of the Southeast  
1/4 of Section 27, Township 37 North, Range 13, East of the Third Principal Meridian, in  
Cook County, Illinois. Perm. Index #: 24-27-410-002, Property Known As: 12355 S. Kedvale.~~

~~Parcel 2: Lot 1 in Lombard's Resubdivision of Part of Lots 8, 9 and 10 in First  
Addition to Alsip Industrial Highlands, a Subdivision in the East 1/2 of the Southeast  
1/4 of Section 27, Township 37 North, Range 13, East of the Third Principal Meridian,  
in Cook County, Illinois. Perm. Index #24-27-411-001 Property Known As:  
12340 S. Kostner~~

Parcel 1: The North 28.19 Feet of Lot 10, Lot 11, and Lot 12 (except the North 218.73  
feet thereof, as measured along the West Property Line) in Lombard's Resubdivision of  
Part of Lots 8, 9 and 10 in First Addition to Alsip Industrial Highlands, a Subdivision  
in the East 1/2 of the Southeast 1/4 of Section 27, Township 37 North, Range 13, East of  
the Third Principal Meridian, in Cook County, Illinois.

Parcel 2: Lot 1 in Lombard's Resubdivision of Part of Lots 8, 9 and 10 in First Addition  
to Alsip Industrial Highlands, a Subdivision in the East 1/2 of the Southeast 1/4 of  
Section 27, Township 37 North, Range 13, East of the Third Principal Meridian, in  
Cook County, Illinois.

Perm. Index #24-27-410-014  
24-27-410-017

#24-27-411-001  
#21-27-410-002

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  
thereon the furnishing of which by lessors to lessees is customary or appropriate, including screens, window shades, storm  
doors and windows, floor coverings, screen doors, venetian blinds, in-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 herewith in the sum of Forty Four Thousand  
Nine Hundred and 00/100's

Dollars (\$44,900.00), which note,  
together with interest thereon as provided by said note, is payable in monthly installments of Five Thousand  
Dollars and 00/100's DOLLARS (\$5,000.00)

on the 15th day of each month, commencing with May, June, July 1988  
and discontinuing until May, June, July of 1989, then discontinuing until May, and June  
of 1990, with the last payment, if not sooner paid, shall be due and payable by July 15,  
1990.

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 pay-  
ments 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.

21162454

Document Prepared by: S. Lapham, First State Bank, 11346 S. Cicero, Alsip, Ill. 60658

88141659

**B. MORTGAGOR FURTHER COVENANTS:**

(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; that the Mortgagee 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 the paid out of the rents or proceeds of sale of said premises, if not otherwise paid; that it shall not be obligated 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 not 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 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 amount 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(4) above, or for either purpose;

(3) 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, and apply toward the payment of said mortgage indebtedness any indebtedness of the Mortgagee to the Mortgagee, and said Mortgagee, upon default in any covenant of this mortgage or on any payment on the obligation which it secures, may also immediately take possession of said premises, collect the rents, secure tenants, and maintain said premises in any manner necessary until and in any foreclosure a sale may be made of the premises unassisted without offering the several parts separately;

(4) That upon the commencement of any foreclosure proceeding hereunder, the court in which such bill is filed may at any time, and without notice to the Mortgagee, or any party claiming under him, 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 toward 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 decreed whether there be a decree hereof in personam or not, such receiver 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 20.00%

which may be paid or incurred by or on behalf of the Mortgagee and deemed by the Mortgagee to be reasonably necessary either to prosecute such suit or to respond 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 release 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, whether or not actually commenced. In the event of a foreclosure sale of said premises there shall be paid out of the proceeds thereof all of the aforesaid items.

IN WITNESS WHEREOF, the undersigned have hereunto set their hands and seals this 14th day of January, 1983.

HERITAGE BANK AND TRUST COMPANY  
As Trustee of the #2443, not personally

STATE OF ILLINOIS  
COUNTY OF \_\_\_\_\_

I, \_\_\_\_\_, a Notary Public in and for said county, in the State aforesaid,

DO HEREBY CERTIFY that personally known to me to be the same person(s) whose name(s) (is) (are) subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that signed, sealed and delivered the said instrument as free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

GIVEN under my hand and Notarial Seal, this \_\_\_\_\_ day of \_\_\_\_\_, A. D. 19\_\_\_\_

My Commission Expires \_\_\_\_\_

CDK COUNTY RECORDER

#0638 # D \* 88-141659

DEPT-91

11346 S. Cicero

Alsip, Illinois 60658

First State Bank of Alsip

Heritage County Bank & Trust Co.

September 15, 1983

A/T/U/r #2443, Dated

TO

First State Bank of Alsip

11346 S. Cicero

Alsip, Illinois 60658

Loan No. \_\_\_\_\_

Call to: \_\_\_\_\_

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# UNOFFICIAL COPY

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STATE OF ILLINOIS }

COUNTY OF COOK }

ss.

I Linda Lee Lutz

A Notary Public in and for said County, in the state aforesaid, DO HEREBY CERTIFY, that

Cynthia T. Sikora

Trust Officer of the HERITAGE COUNTY BANK AND TRUST COMPANY and \_\_\_\_\_

Jean P. Fulton

Assistant Secretary of said Bank, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Trust Officer 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 Bank, for the uses and purposes therein set forth; and

the said Assistant Secretary did also then and there acknowledge that she, as custodian of the corporate seal of said Bank, did affix the said corporate seal of said

Bank to said instrument as her own free and voluntary act, and as the free and voluntary act of said Bank, for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this 6th day

of January, 19 88.

*Linda Lee Lutz*

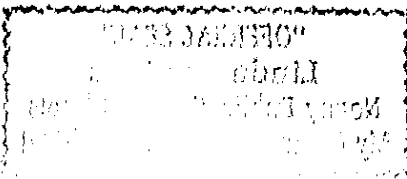
Notary Public



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Property of Cook County Clerk's Office



2011/11/14 10:00 AM

2011/11/14 10:00 AM

# UNOFFICIAL COPY

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## R I D E R

It is expressly understood and agreed by and between the parties hereto, anything herein to the contrary notwithstanding, that each and all of the warranties, indemnities, representations, covenants, undertakings and agreements herein made on the part of the Trustee while in form purporting to be the warranties, indemnities, representations, covenants, undertakings and agreements of said Trustee are nevertheless each and every one of them, made and intended not as personal warranties, indemnities, representations, covenants, undertakings and agreements by the Trustee or for the purpose or with the intention of binding said Trustee personally but are made and intended for the purpose of binding only that portion of the trust property specifically described herein, and this instrument is executed and delivered by said Trustee not in its own right, but solely in the exercise of the powers conferred upon it as such Trustee; and that no personal liability or personal responsibility is assumed by nor shall at any time be asserted or enforceable against the HERITAGE COUNTY BANK AND TRUST COMPANY on account of this instrument or on account of any warranty, indemnity, representation, covenant, undertaking or agreement of the said Trustee in this instrument contained, either expressed or implied, all such personal liability, if any, being expressly waived and released.

AS USED IN THIS DOCUMENT THE TERM  
HERITAGE COUNTY BANK AND TRUST COMPANY  
SHALL ALSO MEAN  
HERITAGE BANK AND TRUST COMPANY

88111679