MORTGAGE	TIMOH	FFICIA			1258	
				THE ABO	VL SPACE LOR REG	CORDI R'S USI ONE
THIS INDENTURE, made not personally, but as Trustee	MRCH K under agreement date	1984, het	ween	Garfield Ri- 19 <u>25</u> an	dge Trust & Sa id known as Trust i	vings Bank No. フィコモ
not personally, but as Trustee (herein referred to as "Mor Qualified (Page 17 3 HARIN	igagor,") and HARR	IS ASSOCIATES O	P. PRO	CT SHARING	G PLAN IND	TRUST
as "Mortgagee,")	E. C.E.O.	, doing business in _	<u> </u>	740-0	, filinoi	s, (herein referred to
THAT BUILDERS Manager	man to to sale the delication	WITNESSE				
THAT WHEREAS Moriga	) evidenced by	a certain Promissory	Note of eve	n date herewith	executed by Morta	agor navahla to the
order of the Mortgagee and	delivered, by which No	ate Mortgagor promise:	t to nav esi	d principal rum :	and interest on the	halance of princing
remaining from time to time inCUICAGO	unpaid at the rate of	in S/XIY (60 )	Succe	essive monthly in	to maturity, at the istallments comme	office of Mortgages
		and on the same date of	f each mor	nth thereafter, al	lexcept the last of	said installments to
be in the amount of \$\( \lambda \) interest on the principal of e	ach installment after the	ach, and said iast insta he original maturity dai	iument to the the contract of	re the entire unp	paid balance of said rannum; together	i sum, together with with all costs of col-
lection, including reasonable	attorneys' fees, upon de	cfault, (hereinafter refe	rred to as t	he "Note"),		
NOW, THEREFORE, the Morgage, and all extensions and rene and every kind now or hereafter	walk thereof, and for the f	further numose of securing	the navmer	st of any and all ob	diestions indabtadou	as and imbilities of any
gagee during the term of this not instrument, obligation, coatrain.	igage, how loover created,	incutted, evidenced, acqui	ited of ansim	k, whether under ti	he Note of this morte	age or under any other
wise and whether direct, indirect ments made by and between the	, primary, secondary, fixe marties herein, and includi	d or contingent, together ing all present and future i	with interes ndebtedness	t and charges as plincurred or arising	rovided in said Note by reason of the guar	and in any Other agree rantee to Mortgagee hy
Mortgagor of present or future (at third parties and assigned by said	ing a parties to Mortgagee.	, and any and all renewals o	ir extensions	s of any of the fores	come, and the perform	nunce of the covenant-
and agreements herein contained, edged, does by these presents Mor	trage to be Mortgagee, its	rformed, and also in consu- successors and assigns, the	foliowing d	ine Dollar in hand ; escribed Real Estat	paid, the receipt when to in the County of [	cof is hereby acknowl
and State of Illinois, to with LOT 124(EXCEPT THE	NORTH FO FEET 1	HEREOF ) IN FIN	est ADD.	ITION TO BA	ETLETT'S HIS	HLANDS BEING
SUBDIVISION OF THE EX (AST OF THE THIRD PRIM	4ST 1/2 OF THE S	SULTHEAST 1/4 0	FSELTIO	W7, TUIDNS	WIP 38 NORT	H, RANGE 13
MMONLY KNOWN AS	(316 South Kin	TCHEZ AVE . CH	nr, ice icaco.	11015 .	VOEX # 19-	07-421-032-1
which, with the property hereina TOGETHER with all improve	Her described, is referred	to netein as the "premise	\$1.		Lennts trailes next mes	dit thereast for an town
and during all such times as Mort apparatus, equipment or articles:	gagor may be entitled the	reto (which are pledged t	rimarily and	l on a parity with	said real estate and no	ot secondarily), and all
unity or centrally controlled), and inador beds, awnings, stoves and t	t centilition including (w	ill out restricting the fore	POINT WIFE	nt Window thades	storm dones and un	ndows those countries
is agreed that all similar apparatu part of the real estate.	s, equipment or articles h	ereafter beed on the pre	mises by the	Mortgagor or its s	uccessors shall be con	isidered as constituting
TO HAVE AND TO HOLD U	•					
This Mortgage consists of two gagor to keep the premises in rep	air, insured and free of lie	ens and to pay and dechar	se prior liens	and taxes, provide	e that if not paid by M	dorteagor, the costs of
such repairs, insurance, prior hen- acceleration of maturity of the N and are incurporated herein by re	ote and foreclosure hereo- ference, are a part hereof	f in case of defaultd .o and shall be binding on	the allowan The Mortgage	ce of Morigagee's a prand those claim	attorneys' fees and ex- ting through it	penses of forcelosure.
In the event Mortgagor sells or person or persons other than Mor	conveys the premises, or i	if the title thereto or any	ate est there	in shall become ve	sted in any manner w	hatsoever in any other
foreing the provisions of this Mor prospective purchasers or grantees	tgage with respect thereto	unless prior to such sale	or co iveyar	ice Mortgagee shal	I have consented the	reto in writing and the
and conditions of said Note and t This mortgage is executed by		dge Trust & Saving	s Bank	not persona	ally but as Trustee as	caforesaid, in the ex-
ercise of the power and authority every person now or hereafter cla	conferred upon and vests iming any right or security	ed in it as such frustee, a Thereunder that nothing co	nd it is exponentable of the second s	manife invited strain in	kithal sasifaboti basa filas sikat	Triviadion libritin assis ist
as creating any liability on	Garfield Ridge T	rust & Savings Bar	k .	or on any of the b	cheficiaries under sai	d trust agreement per
herein contained, all such liability, out of the property hereby conve	if any, being expressly way yed by enforcement of th					
iny co-signer, endorser or guarant IN WITNESS WHEREOF,		ge Trust & Savings				ee as aforesaid, has
caused these presents to be signed attested by its (bxeentive	ned by its ( <del>Excentive) (</del>	<del>(Assistant) (Vice Presi</del> d	<del>ent)</del> (Trust	Officer), and it	cori orate seal to b	be hereunto affixed
Garfield Ridge Trust & 3	•	·	•	•	iten.	
BY ( Your ) . L	Javings Dank 715 pm	A stee as atoresaid and in	л реглопан Д	iy, iinamitimk (Aasi	Marie Samuel	MALATrust Officers
Attest AGE CLECK STATE OF ILLINOIS OUNTY OF COOK SS.	a auce	· + )		inomitino) (Ausin	tent) (Vive Preside	ent l (Trace Officer)
TATE OF ILLINOIS Les	1 6%	Milie A. Chaplic	:		mann ( vice i residi	int) (Trasconnee)
OUNTY OF COOK SS.	a Notary Pub	lic in and for said C	ounty, in	the state afores	said, DO HEREB	Y CERTIFY, that
Linda d. Mizzacch Executive) (Assistant) (Vice-	તા <u>કે વહેલે હલાજ</u> ીકા	A STUUCLYN				
Assistant) (Vice President) (Troping the foregoing instrument a	ust Officer) of said Ban	ik, who are personally k	cnown to n	ie to be the same	e persons whose na	mes are subscribed
Prinst Officer), respectively, a	ppeared before me this	day in person and ack	nowledged	that they signed	I and delivered the	said instrument as
neir own free and voluntary a prth, and the said (Exportive	<del>) (Assistant) (Vice Pre</del>	sident) (Trust Officer)	then and t	here acknowled	ged that said (Ene	thattice A. (avilua
Vice President) <del>(Trust Office)</del> <del>Executivo) (Assistant</del> ) (Vice I	<del>)</del> , as custodian of the President's) ( <del>Trust Off</del>	corporate seal of said licer's) own free and v	Bank, did a oluntary ac	affix the seal of it and as the fre	said Bank to said e and voluntary ac	instrument as said or of said Bank, as
rustee as aforesaid, for the u	ses and purposes there	in set forth.				
Given under my hand and I his Document Prepared By:	Notarier Seel Mis — S	ICK	a	ay of Apr	11	19 <u>88</u>
2 N	INTARY PUBLIC, STAIL O	it irriunia (	Julie	a. Chao	ruck	1
	Y COMMISSION EXPIRE	~~~~~~	)	Nota	ary Public	
NAME HARRIS ASSOLL	TES L.A. ATTN	B. TERAO FO	R RECORD	ERS INDEX PUR	POSES INSERT STR	EFT ADDRESS OF
STREET A NORTH LA	SALLE ST. #	Daywell A		_		
CITY CHICAGO, 1L			- 4100	<u></u>	EX-	
INSTRUCTIONS RECORDER'S OFFIC	E BOX NUMBER	-K31	CHICK	50,16-1N	9/5	
PM SBF 222 (9/74) E WITH SBF 223)		Pete 1				

- 2. In addition to the monthly payments of principal and interest payable under the terms of the Note, the Mortgagor agrees to pay to the holder of the Note, such sures as may be specified for the purpose of establishing a reserve for the payment of premiums on policies of fire insurance and such other hazards as shall be requisted hereunder covering the mortgaged property, and for the payment of taxes and special assessments accurring on the property tall assessments have been been been been been been to be held by the holder of the Note; such sees in the payment of such premiums, taxes and special assessments provided that such request whether or not compiled with shall not be construct to affect the obligations of the Mortgagor to pay such premiums, taxes and special assessments, and to keep the mortgaged premises insured against loss or diseases by fire or lightning. If, however, payments made hereunder for taxes, special assessments and insurance premiums shall not be sufficient to pay the amounts necessary as they become due, then the Mortgagor shall pay the necessary amount to make up the deficiency. If amounts collected for the purpose aforessed exceed the amounts necessary to make necessary such premiums hall be credited on subsequent payments.

- These purposes to be made by Mortgagor.

  3. The privilege is grafted to make prepayments on principal of the Note on any interest payment date upon thirty days prior written notice; provided, however, that all such prepayments in any calendar year in excess of twenty per cent (20%) of the original principal amount of the Note will be accepted only upon payment of a two per cent (20%) premium during the cent three years after the date of the Note, one per cent (1%) during the next two years, and at no premium thereafter.

  4. Mortgage may or set ) late charge equal to one-tenth (1/10th) of one per cent (1%) on the unpead belance of the indebtedness hereby secured for each aggregate monthly payment of principal. Accept the extra expense involved in handling delinquent payments.

  5. Mortgagor aggress that Mortgages may employ counted for advice or other legal service at the Mortgages's discretion in connection with any dispute as to the debt hereby secured or the lien of this lien of this lien of this lien or which may affect said debt or lien and any reasonable attorney's fees so incurred shall be added to and he a part of the debt hereby secured. Any costs and expense it reasonably including reasonable amounts to conclude the transactions, shall be added to and he a part of the debt hereby secured. All such amounts shall be payed by the Mortgagor to the Mortgager on demand, and if not past shall be included in any decree or judgment as a part of said secured. All such amounts shall be payed by the Mortgagor to the Mortgager on demand, and if not past shall be included in any decree or judgment as a part of said.

mortgage debt and shall include interest at the ,ale of ... \_\_ %) per annum. \_per cent ( \_.

- mortgage vevi and small include interest at one rate of \_\_\_\_\_\_\_per cent (\_\_\_\_\_\_\_\_\_p) per annum.

  6. In case of default therein, Mortgagee may, but need not, make any payment or perform any act herein required of Mortgagor in any form and manner deemed expedient, and may, but need not, make full or far all payments of principal or interest on prior encumbrances, if any, and purchase, discharge, compromise of settle any tax lien or other prior lien or title or claim thereof, or evicem from any tax sale or forfeiture affecting said premises or contest any tax or assessment. All moneys paid for any of the purposes herein authorized and all expenses rad or incurred in connection therewith, including attornersy' fees, and any other moneys advanced by Mortgage in its discretion to protect the premises and the lien hereof, shall no so much additional indebtedness secured hereby and shall become immediately due and payable without notice
- 7. Mortgagee making any payment hereby authorized reliant to taxes or assessments, may do so according to any bill, statement or estimate procured from appropriate public office without inquiry into the accuracy of each bill, statement or estimate or into the validity of any tax, assessment, sale, forfeiture, tax lien or title claim thereof.
- elaim thereof.

  8. At the option of the Mortgages and without notice to work about, all unpaid indebtedness secured by this Mortgage shall, notwithstanding anything in the Note or in this Mortgage to the contrary, become due and payable (a) immediately in the case of default in making payment of any installment on the Note or on any other obligation secured hereby, or (b) when default shall occur and continue for the way, in the performance of any other agreement of the Mortgager herein contained.

  9. When the indebtedness hereby secured shall become due whether by acceleration or otherwise, Mortgages shall have the right to foreclose the iten hereof. In any suit to foreclose the lien hereof, there shall be allowed and included as a start and contained as the start and annually of the start and similar data and assurences with respect to title as Mortgage in any deem to be reasonably necessary either to prosecute such said on to evidence to biddets at any sale which may be had pursuant to such decree the true condition of the life or the value of the premises. All expenditures and expenses of the nature in this

paragraph mentioned shall become so much additional indebtedness secured hereby and immediately due and payable with interest thereon at the rate of

- application is inade prior to foreclosure sale; (2) the deficiency in case of a sale and deficiency.

  12. The Murtgagor will not at any time insist upon, or plead, or in any manner whatsoever claim or take any bun fit or advantage of, any stay or extension or moratorium law, any exemption from execution or sale of the premises or any part thereof, wherever enacted, now or at any time hereafter enforced, which may affect the terms and covenants or the performance of this Mortgage, nor claim, take, or insist upon any benefit or advantage of any law now, or iterafter in force providing for the valuation or appraisal of the premises, or any part thereof, prior to any sale or sales thereof which may be made pursuant to any provision herein, or pursuant to the decree, judgment, or impede the execution of any power herein granted or delegated to the Mortgage, but to suffer and permit the execution of every power as though no such law or impede the execution of every power as though no such law or laws had been made or enacted. The Mortgagor, for itself and all who may claim under it or them, waives, to the extent that it may lawfully do so, all right to have the mortgaged 13. No action for the enforcement of the lien or of any provision hereof shall be subject to any defense which would not be good a discibility to the party interposing than a action at law upon the Note.

  14. In case the premises, or any part thereof, shall be taken by condemnation, the Mortgagea is hereby and the Note.
- 14. In case the premises, or any part thereof, shall be taken by condemnation, the Mortgagee is hereby empowered to collect and rec. or "Il compensation which may be paid for any property taken or for damages to any property not taken and all condemnation compensation so received shall be furthwith apilled by the Mortgagee as it may elect to the immediate reduction of the indebtedness excursed necessary or to the repair and restoration of any property so damaged, provided that any excess over the amount of the indebtedness shall be delivered to the Mortgagor or its successor or assigns.
- may sect, to the immensive reduction or the indebtedness section increby, or to the repair and restoration of any property so damaged, provided that any excess over the amount of the indebtedness shall be delivered to the Mortgager or its successor or assigns.

  18. All avails, rents, issues and profits of the premises are pledged, assigned and transferred to the Mortgages, whether now due or hereafter to become due, under or by virtue of any lease or agreement for the use or occupancy of said premises, or any part thereof, whether said lease or agreement is written or verbal, and it is he intention here of (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 (h) to establish an absolute transfer and assignment to the Mortgage of all such leases and agreements and all the avails thereunder, together with the right in case of default, and the proper to enforce collection thereof, employees, maintain and operate said premises, or any part thereof, make leases fair terms deemed advantageous to it, terminate or modify existing or future leases, collect mid svalls, rents, issues and profits, regardless of when earned, and use such measures whether legal advantageous to it, terminate or modify existing or future leases, collect mid svalls, rents, issues and profits, regardless of when earned, and use such measures whether legal advantageous to it, terminate or modify existing or future leases, collect mid svalls, rents, issues and profits, regardless of when earned, and use such measures whether legal or equitable as it may deeme proper to enforce collection thereof, employees, alter or repeir said premises, huy furnishings and outpumpent therefor when it deems necessary to repeir said premises, huy furnishings and outpumpent therefor or necessary for any purpose herein attack to secure which a lien is hereby created on the premises and on the income ratain reasonable compensation for such premises,
- In In the event new buildings and improvements are now being or are to be erected on placed on the premises (that is, if this is construction loan mortgage) and if Mortgagor does not complete the construction of said buildings and improvements in accordance with the plans and specifications approved by Mortgage, on or before thirty days, from the due date of the first payment of principal, or if work on said construction should cease before completion and the said work should remain shandoned for a period of thirty days, then and in either event, the antire principal sum of the Note secured by this Mortgage and interest thereon shall at once become due and payable, at the upition of Mortgage, and in the event of abandonment of work upon the construction of the said buildings or improvements for the period of thirty days, as a foresaid, Mortgage may, at its option, also enter into and upon the mortgaged premises and complete the construction of the said buildings and improvements for the period by Mortgage in connection with such completion of construction shall be added to the principal amount of said Note and secured by these presents, and shall be payable by

Mortgagor on demand, with interest at the rate of per cent ( %) per annum. In the event Mortgagee shall elect to complete construction, Mortgages shall have full and complete authority to employ watchmen to protect the improvements from depredation or injury and to preserve and protect the personal property therein, to continue any and all outstanding contracts for the exection and completion of said building or buildings, to make and enter into any contracts and obligations wherever necessary, either in its own name or in the name of Mortgagor, and to pay and discharge all debts, obligations and liabilities incurred thereby.

- 17. A reconveyence of said premises shall be made by the Mortgages to the Mortgagor on full payment of the indebtedness aforesaid, the performance of the covand agreements herein made by the Mortgagor, and the payment of the reasonable fees of said Mortgages.
- and agreements herein made by the Mortgagor, and the payment of the reasonable fees of said Mortgagor.

  18. This Mortgage and all provisions hereof, shall extend to and be hinding upon Mortgagor and all persons claiming under or through Mortgagor, and the word "Mortgagor" when used herein shall include all such persons said all persons liable for the payment of the indebtedness or any part thereof, whether or not such persons shall have executed the Note or this Mortgago.

  19. MORTGAGOR DOES HEREBY WAIVE, TO THE EXTENT PERMITTED BY APPLICABLE ILLINOIS STATUTE, ANY AND ALL RIGHTS OF REDEMITION FALE UNDER ANY ORDER OR DECREE OF FORECLOSURE OF THIS MORTGAGE, ON ITS OWN BEHALF AND ON BEHALF OF EACH AND EVERY PERSON, EXCEPT DECREE OR JUDGMENT CREDITORS OF THE MORTGAGOR, ACQUIRING ANY INTEREST IN OR TITLE TO THE PREMISES SUBSEQUENT TO THE DATE OF THIS MORTGAGE.

## UNOFFICIAL COPY...

Property of Cook County Clark's Office #1111 TRAN 9660 04/25/88 12:16:00 #0394 # A .\* - 58 - 171256 COOK COUNTY RECORDER

