

UNOFFICIAL COPY

RECORDING BOX 156

85286496

Bank of Bellwood Land Trust Mortgage

DEPT-01 T#1444 TRAM 0576 06/29/88 1:25:00 #9567 # D # -88-286496 COOK COUNTY RECORDER \$12.00

The above space for RECORDER'S USE ONLY

THIS INSTRUMENT made June 9, 1988, Witnesseth, that the undersigned Chicago Title and Trust Company, not personally but as Trustee under the provisions of a Deed or Deeds in Trust duly recorded and delivered to said Trustee in pursuance of a Trust Agreement dated 4/1/86

and known as its Trust Number 1088380, hereinafter referred to as the Mortgagee, does hereby Convey and Mortgage to Bank of Bellwood, an Illinois Banking Corporation, having an office and place of business in Bellwood, Illinois, hereinafter referred to as the Mortgagee the following real estate situated in the County of Cook, State of Illinois, to wit:

Lots 29 to 31 inclusive in the subdivision of Block 72 in Russell, Mather, and Robert's Addition to Chicago in the South West 1/4 of the North West 1/4 of Section 9, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Commonly known as 401 N. Milwaukee Avenue, Chicago, Illinois 60610

TOGETHER with all the buildings and improvements now or hereafter erected thereon and all appurtenances, apparatus and fixtures and the rents, issues and profits in and of every name, nature and kind

TO HAVE AND TO HOLD the said property unto said Mortgagee forever, for the uses and purposes 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 Mortgagee do hereby release and waive

This mortgage is given to secure: (1) The payment of a certain indebtedness payable to the order of the mortgagee, evidenced by the Mortgagee's Note of even date herewith in the Principal amount of One Hundred Thousand and 00/100

Dollars (\$ 100,000.00) with a final payment on demand together with interest as follows, and all renewals, extensions, or modifications thereof.

(1) Interest on the principal balance remaining from time to time unpaid shall be payable prior to maturity at the rate of _____ per cent per annum and after maturity at the rate of _____ per cent per annum

(2) Interest on the principal balance remaining from time to time unpaid shall be payable prior to maturity at the _____ base rate of Bank of Bellwood (or its successors) plus 2.0 per cent per annum over the said base XXXX lending rate, and after maturity at the said XXXX lending rate plus 7.0 per cent per annum over the said XXXX lending rate, provided however, that said interest rate in no event shall be less than 8.0 per cent per annum. Any increase or decrease of the rate of interest shall be effective as of the date of such XXXX lending rate change

(2) Future Advances Upon request of Mortgagee, Lender, at Lender's option prior to release of this Mortgage, may make Future Advances to Mortgagee. Such Future Advances, with interest thereon, shall be secured by this Mortgage when evidenced by promissory notes stating that said notes are secured hereby. At no time shall the principal amount of the indebtedness secured by this Mortgage, not including sums advanced in accordance herewith to protect the security of this mortgage, exceed the original amount of the Note plus US \$ 50,000.00

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 Mortgagee, their heirs, successors and assigns.

THIS MORTGAGE is executed by the undersigned trustee, not personally but as a Trustee as aforesaid, in the exercise of the power and authority conferred upon and vested in it as such Trustee, (and said Trustee, 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 Trustee 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 to security hereunder, and that so far as the said Trustee personally is 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 or by action to enforce the personal liability of the guarantor or co-maker, if any.

IN WITNESS WHEREOF, the undersigned trustee not personally but as a Trustee as aforesaid, has caused these presents to be signed and its corporate seal to be hereunto affixed and attested to, the day and year first above written.

CHICAGO TITLE AND TRUST COMPANY As Trustee as aforesaid and not personally.

CORPORATE SEAL

By Thomas J. ... VICE PRESIDENT TRUST OFFICER Attest: J. ... ASST. SECRETARY

STATE OF ILLINOIS COUNTY OF COOK

I, the undersigned, Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY that the above named officers of the CHICAGO TITLE AND TRUST COMPANY

Grantor, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such officers 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 Company for the uses and purposes therein set forth, and the said officers then and 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 as said officers own free and voluntary act and as the free and voluntary act of said Company for the uses and purposes therein set forth.

Notarial Seal

"OFFICIAL SEAL" Olintha Smith Notary Public, State of Illinois My Commission Expires 9/22/91

Given under my hand and Notarial Seal this 17th day of June 1988

Olintha Smith Notary Public

FOR THE RECORDER'S INDEX PURPOSES INSERT STREET ADDRESS OF ABOVE DESCRIBED PROPERTY HERE

401 N. Milwaukee Avenue Chicago, Illinois 60610 Reference: C - V Development

Place in Recorder's Box

MAIL TO Bank of Bellwood 7555 N. California Avenue Chicago, Illinois 60645

BFC FORM NO. 128180

12.00

13750/880930

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19. The mortgagor (or beneficial owner) will not transfer, assign or in any way hypothecate or attempt to transfer, assign or hypothecate their right, title, interest, or any beneficial interest in the property securing this Note without first obtaining the written consent of the holder. Upon any transfer, assignment or hypothecation of mortgagors right, title or interest in the property or any beneficial interest securing this Note, without the previous written consent of the holder, the mortgage shall be deemed to be assigned to the holder immediately upon the date of such transfer, assignment or hypothecation shall not be construed as the consent of a mortgagor to such transfer, assignment or hypothecation, and the holder shall deem necessary.

18. This mortgage and all provisions hereof, shall extend to and be binding upon mortgagors and all persons claiming under or through mortgagors, and assigns of the mortgagor named herein and the holder or holders, from time to time, of the note secured hereby.

17. Mortgages shall release this mortgage and lien thereof by payment of a reasonable fee to Mortgages for the execution of such release.

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 therefor, or interested in said premises, shall be held to assent to such extension, variation, or release, and their liability shall continue in full force, notwithstanding such extension, variation or release.

15. The Mortgages shall periodically deposit with the Mortgages such sums as the Mortgages may reasonably require for payment of taxes and assessments on the premises. No such deposit shall bear any interest.

14. The Mortgages shall have the right to inspect the premises at all reasonable times and access thereto shall be permitted for that purpose.

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 and available to the party interposing same in an action at law upon the note hereby secured.

12. 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, without regard to the solvency or insolvency of mortgagors at the time of application for such receiver and without regard to the value of the premises or whether the same shall be then occupied as a homestead or not, and the Mortgages may be appointed as such receiver. Such receiver shall have power to collect the rents, issues and profits of said premises during the pendency of such foreclosure suit and, in case of a sale and a deficiency, during the full statutory period of redemption, whether there be redemption or not, as well as during any further times when Mortgages, except for the intervention of such receiver, would be entitled to collect such rents, issues and profits, and all other powers which may be necessary or are usual in such cases for the protection, possession, control, management and operation of the premises during the whole of said period. The Court from time to time may authorize the receiver to apply the net income in its hands in payment in whole or in part of: (1) The indebtedness secured hereby, or by any decree foreclosing this mortgage, or any tax, special assessment or other lien which may be or become superior to the lien hereof or of such decree, provided such application is made prior to foreclosure sale; (2) The deficiency in case of a sale and deficiency.

11. 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 incidental to the foreclosure proceedings, including all such items as are mentioned in the preceding paragraph hereof; second, all other liens 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 overplus to mortgagors, their heirs, legal representatives or assigns, as their rights may appear.

10. When the indebtedness hereby secured shall become due whether by acceleration or otherwise, Mortgages shall have the right to foreclose the lien hereof. In any suit to foreclose the lien hereof, there shall be allowed and included as additional indebtedness in the decree for sale all expenditures and expenses which may be paid or incurred by or on behalf of Mortgages for attorneys' fees, appraisers' fees, outlays for documentary and expert evidence, stenographers charges, publication costs and costs (which may be estimated as to items to be expended after entry of the decree) of procuring all such abstracts of title, title searches, and examinations, title insurance policies, Torrens certificates, and similar data and assurances with respect to title as Mortgages may deem to be reasonably necessary either to prosecute such suit or to evidence to bidders at any sale which may be had pursuant to such decree the true condition of the title to or the value of the premises. All expenditures and expenses of the nature set forth in the paragraph mentioned shall become so much additional indebtedness secured hereby and immediately due and payable, with interest thereon at the post mortuary rate of the note hereby secured, when paid or incurred by Mortgages in connection with (a) any proceeding, including probate and bankruptcy proceedings, to which the Mortgages shall be a party, either as plaintiff, claimant or defendant, by reason of this mortgage or any indebtedness hereby secured; or (b) any preparation for the commencement of any suit for the foreclosure hereof, or for the purpose of effecting a sale of the premises or of actually commencing, or (c) any preparation for the defense of any actual or threatened suit or proceeding which might affect the premises or the security hereof.

9. Mortgages shall pay each item of indebtedness, herein mentioned, both principal and interest, when due according to the terms hereof. At the option of the Mortgages and without notice to mortgagors, all unpaid indebtedness secured by this mortgage shall, notwithstanding 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 Mortgages herein contained.

8. The Mortgages making any payment hereby 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 thereof.

7. In case of default hereof, Mortgages may, but need not, make any payment or perform any act herebefore required of mortgagors 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 or title or claim thereof, or redeem from any tax sale or foreclosure affecting said premises or contest any tax or assessment. All moneys paid for any of the purposes herein authorized and all expenses paid or incurred in connection therewith, including attorneys' fees, and any other moneys advanced by Mortgages to protect the mortgaged 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 mortuary rate of the note hereby secured. Inaction of Mortgages shall never be considered as a waiver of any right accruing to the mortgagor on account of any default hereunder on the part of the Mortgages.

6. Mortgages 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 provided 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, all in companies satisfactory to the Mortgages, under insurance policies, available, in case of loss or damage, to Mortgages, such rights to be evidenced by the standard mortgage clause to be attached to each policy, and shall deliver all policies, including additional and renewal policies, to the Mortgages, and in case of insurance about to expire, shall deliver all policies not less than ten days prior to the respective dates of expiration.

5. The Mortgages hereby waives any and all rights of redemption from sale under any order or decree of foreclosure of this mortgage on its own behalf and on behalf of each and every person, except decedent or judgment creditors of the mortgagor, acquiring any interest in or title to the premises subsequent to the date of this mortgage. This paragraph is operative where allowed 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 issuance of the note hereby secured, the Mortgages covenant and agree to pay such tax in the manner required by any such law. The Mortgages further covenant to hold harmless and agree to indemnify the Mortgages, and the Mortgages' 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 Mortgages the payment of the whole or any part of the taxes or assessments or charges or liens herein required to be paid by Mortgages, or changing in any way the laws relating to the taxation of mortgages or debts secured by mortgages or the mortgagor's interest in the property, or the manner of collection of taxes, so as to affect this mortgage or the debt secured hereby or the Mortgages' interest in any way, the Mortgages, upon demand by the Mortgages, shall pay such taxes or assessments, or reimburse the Mortgages therefor; provided, however, that if in the opinion of counsel for the Mortgages (a) it might be unlawful to reimburse the Mortgages 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 Mortgages may elect, by notice in writing given to the Mortgages, 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. Mortgages shall pay before any penalty attaches 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 Mortgages duplicate receipts therefor. To prevent default hereunder Mortgages shall pay in full under protest, in the manner provided by statute, any tax or assessment which Mortgages may desire to contest.

1. Mortgages 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 exhibit satisfactory evidence of the discharge of such prior lien to the Mortgages; (4) complete within a reasonable time any building or building improvements or other material alterations in said premises except as required by law or municipal ordinances with respect to the premises and the use thereof; (6) make premises; (5) comply with all requirements of law or municipal ordinances with respect to the premises and the use thereof; (6) make

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