

# UNOFFICIAL COPY

(1) That in case of his failure to perform any of his covenants herein, the Mortgagee may do on behalf of the Mortgagor every thing so covenanted; that this Mortgagee may not do any of the things so covenanted to do on behalf of the Mortgagor, and that the

## THE MORTGAGOR FURTHER COVENANTS:

(1) To pay all taxes, assessments, hazard insurance premiums and other charges when due; (2) To keep the improvements now or hereafter upon said premises insured against damage by fire, windstorm and such other hazards or liability as the Mortgagee may require to insure against until said indebtedness is fully paid, or in case of foreclosure, until expiration of the period of redemption; (3) To pay for the full insurance value thereof, in such amounts and in such form as shall be satisfactory to the Mortgagee; such insurance policies shall remain in full force and effect until the Mortgagee during said period of redemption or in case of loss, the Mortgagee is authorized to adjust, collect and compromise, in its discretion, all claims under such policies; and the Mortgagee agrees to sign upon demand, all receipts, vouchers and releases required of him by the insurance companies; (4) The Mortgagee is authorized in its discretion to apply the proceeds of any such insurance to the discharge of any obligation insured against; (5) The Mortgagee is authorized to make the Mortgagee a mortgagee and assign to Mortgagee and carry such disability insurance and the insurance as may be required in an amount not in excess of the unpaid balance of the debt secured by this mortgage; (6) not to commit or suffer any waste of such property, and to maintain the same in good condition and repair; (7) To promptly pay all bills for such repairs and all other expenses incident to the ownership of said property in order that no lien or mechanic's or materialman's shall attach to said property; (8) not to suffer or permit any unlawful use of or any nuisance to exist upon said property; (9) not to diminish or impair the value of said property or the security intended to be afforded by virtue of this mortgage by any act or omission to act; (10) to appear in and defend any proceeding which in the opinion of the Mortgagee affects its security hereunder, and to pay all costs, expenses and attorney's fees incurred or paid by the Mortgagee in any proceeding in which it may participate in any capacity by reason of this mortgage; (11) that the mortgaged premises will at all times be maintained, repaired and operated in accordance with the Building, Fire, Zoning, Health and Sanitation Laws and Ordinances of any governmental board, authority or agency having jurisdiction over the mortgage premises; (12) that the improvement under which this mortgage is reserved in the vendor, of any apparatus, fixtures or equipment to be placed in or upon any building or agreement upon said property; (13) a sale, assignment or transfer of any right, title or interest in and to said property or any portion thereof, or any of the improvements, apparatus, fixtures or equipment, or any of the improvements, which may be found in or upon said property.

## A. THE MORTGAGOR COVENANTS:

3. All of the covenants and agreements in said note (which is a part of this mortgage contract) and this mortgage of the security, interest and cost, and

2. Any additional advances made by the Mortgagee to the Mortgagor, or its successors in title, prior to the cancellation of this mortgage, provided that this mortgage shall not at any time become more than Three Thousand and No/100 (\$3,000.00) Dollars, plus any advance necessary for the protection of the security, interest and cost, and

Dollars, which is payable as provided in said note until said indebtedness is paid in full.

1. The payment of a note and the performance of the obligation therein contained executed and delivered concurrently herewith by the Mortgagor, to the Mortgagee in the sum of Thirty Five Thousand and No/100 (\$35,000.00)

## TO SECURE:

Upon payment of the obligation hereby secured, and performance of all obligations under this mortgage and the note secured by it, said note shall be marked paid and delivered to the maker of the note, together with this mortgage duly cancelled. A reasonable fee shall be paid for cancellation and release.

TO HAVE AND TO HOLD the said property, with all improvements, apparatus and fixtures, unto said Mortgagee forever, for the use hereof set forth, free from all rights and benefits under any statute of limitations and under the Homestead Exemption Laws of the State of Illinois, which said rights and benefits the said Mortgagor does hereby release and waive.

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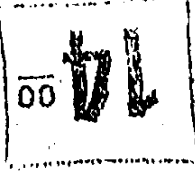
THIS INDENTURE WITNESSETH: That the undersigned, Barbara McMahon, of the County of Cook, State of Illinois, hereinafter referred to as the Mortgagor, does hereby Mortgage and Convey to American National Bank of Schiller Park, a banking association organized and existing under the laws of the United States, hereinafter referred to as the Mortgagee, the following real estate, situated in the County of Cook, in the State of Illinois, to wit:

See Exhibit "A" attached hereto and made a part hereof.

Permanent Index Number: 14-30-206-011  
Commonly known as: 1827 W. Fletcher, Chicago, Illinois

AMERICAN NATIONAL BANK OF SCHILLER PARK  
4159 Old River Road - Schiller Park, Illinois 60176  
Telephone (312) 678-0030

BARBARA MCMAHON  
4159 Old River Road  
Schiller Park, Illinois 60176



71-777-3255

88369839

# UNOFFICIAL COPY

1988 AUG 16 AM 10:52  
A.D. 19 88369839

My commission expires the

COOK COUNTY, ILLINOIS  
FILED FOR RECORD

Notary Public

GIVEN under my hand and notarial seal, this \_\_\_\_\_ day of \_\_\_\_\_ A.D. 19\_\_\_\_  
and delivered the said instrument as \_\_\_\_\_ free and voluntary act, for the uses and purposes therein set forth, including the  
subscribed to the foregoing instrument appeared before me this day in person and acknowledged that \_\_\_\_\_ signed, sealed  
personally known to me to be the same person or persons whose name or names \_\_\_\_\_  
in the State aforesaid. DO HEREBY CERTIFY that \_\_\_\_\_  
said County, \_\_\_\_\_

State of Illinois )  
) SS )  
(SEAL) COOK COUNTY, ILLINOIS FILED FOR RECORD )  
(SEAL) \_\_\_\_\_ )  
(SEAL) \_\_\_\_\_ )

A.O. 1988  
\*9th WITNESS, WHEREOF, each of the undersigned has hereunto set his hand and seal this \_\_\_\_\_ day of July \_\_\_\_\_

increase shall be the date of such transfer or conveyance.

8. That in the event title shall be conveyed to any person or persons, firm, trust or corporation, other than the undersigned or any one or more of them, then the Mortgagee after such transfer of title shall have the right to adjust the annual rate of interest to be paid under the terms of the note secured hereunder. Wherever the Mortgagee, or its successors or assigns, shall increase the rate of interest in accordance with the foregoing provision, it shall give written notice specifying the new rate; and the effective date of any such

7. That each right, power and remedy herein conferred upon the Mortgagee is cumulative of every other right or remedy of the Mortgagee, whether herein or by law conferred, and may be enforced, concurrently therewith; that no waiver by the Mortgagee of performance of any covenant contained herein or in said obligation contained shall hereafter in any manner affect the right of Mortgagee to require or enforce performance of the same or any other of said covenants; that whatever the context hereof requires, the masculine gender, as used herein, shall include the feminine, and the singular number, as used herein, shall include the plural; that all rights and assigns of the Mortgagee and the Mortgagor;

6. 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 balance or in insolvency of Mortgagee 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 Mortgagee 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 Mortgagee, 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 for the intervention of such receiver 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 his 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.

5. 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 liens which under the terms hereof constitute secured indebtedness additional to that evidenced to Mortgagee, the heirs, legal representatives or assigns of the Mortgagee, as their rights may appear.

4. 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, 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 Mortgagee for attorney's fees, appraiser's fees, outlays for documentary and export evidence, advertisement, change, publication costs and costs (which may be estimated as to terms 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 Mortgagee 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 condition of the title to 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 highest rate permitted by Illinois law when paid or incurred by Mortgagee in connection with (a) any proceeding, including probate and bankruptcy proceedings, to which the Mortgagee shall be a party, either as plaintiff, claimant or defendant, by reason of this mortgage or any right to foreclose whether or not actually commenced; or (c) preparations for the defense of any actual or threatened suit or proceeding which might affect the premises or the security hereof.

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 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 creditors or if the property of the Mortgagee be placed under control of any court, or if the Mortgagee abandon any of said property, or if the Mortgagee shall sell said property under a contract for deed, then and in any of said events, the Mortgagee is hereby authorized and empowered, at its option, and without alleging the lien hereby created or the priority of said lien or any right of the Mortgagee hereunder, to declare, without notice, all sums secured hereby immediately due and payable, whether or not such default be remedied by the Mortgagee, and apply toward the payment of said mortgage indebtedness any indebtedness of the Mortgagee to the Mortgagee, and said Mortgagee may also immediately proceed to foreclose this mortgage.

2. That in the event the ownership of said property or any part thereof becomes vested in a person or entity other than the Mortgagee, the Mortgagee may, without notice to the Mortgagee, deal with such successor or successors in interest with reference to this mortgage and the debt hereby secured in the same manner as the Mortgagee, and may extend the time for payment of the debt secured hereby without discharging or in any way affecting the liability of the Mortgagee hereunder or upon the debt hereby secured;

1. Mortgagee will immediately repay any money paid or disbursed by the Mortgagee for any of the above purposes, and such money together with interest thereon at the highest rate for which it is then lawful to contract shall become so much additional indebtedness secured by this mortgage and may be included in any decree foreclosing this mortgage and be paid out of the rents or proceeds of the sale of said premises, if not otherwise paid; that it shall not be obligatory upon the Mortgagee to inquire into the validity of any lien, encumbrance or claim in advancing any money for any purpose not to do any act hereunder; that the Mortgagee shall not incur personal liability because of anything it may do or omit to do hereunder;

(2) That in the event the ownership of said property or any part thereof becomes vested in a person or entity other than the Mortgagee, the Mortgagee may, without notice to the Mortgagee, deal with such successor or successors in interest with reference to this mortgage and the debt hereby secured in the same manner as the Mortgagee, and may extend the time for payment of the debt secured hereby without discharging or in any way affecting the liability of the Mortgagee hereunder or upon the debt hereby secured;

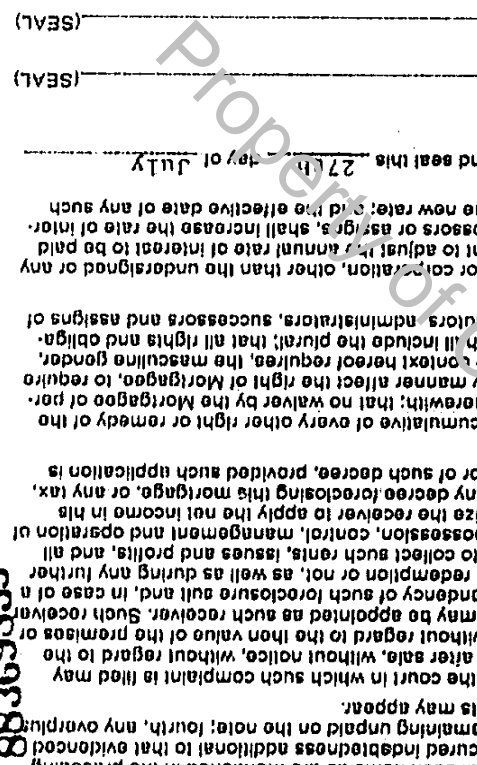
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\*6 The undersigned hereby waives any and all rights of redemption from sale under order or decree of foreclosure of this Mortgage on its own behalf and on behalf of the Trust Estate and all persons beneficially interested therein and every person except decree of judgment creditors of the undersigned, who has acquired any interest in or title to the premises subsequent to the date of this Mortgage.

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EXHIBIT "A"

5 8 3 6 9 8 3 9

LOT 28 IN SAMUEL BROWN JUNIOR'S BELMONT AVENUE SUBDIVISION OF THE NORTHWEST  $\frac{1}{4}$  OF THE NORTHEAST  $\frac{1}{4}$  OF SECTION 30, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Permanent Index Number: 14 30 206 011

Commonly Known As: 1827 W. Fletcher, Chicago, Illinois

Property of Cook County Clerk's Office

88369839

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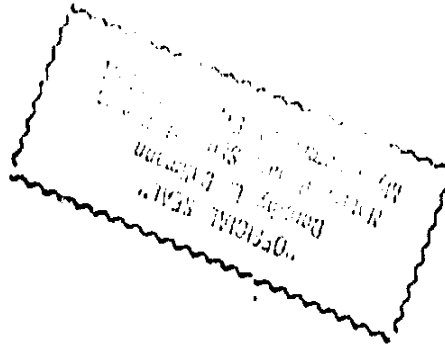
3 0 3 0 9 8 3 9

*[Faint, illegible text from a document, possibly a contract or legal notice, is visible in the background.]*

Property of Cook County Clerk's Office

66200022

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*[Signature]*  
Notary Public

GIVEN under my hand and Notarial Seal, this 28th day of July, A.D. 1988

88369839

the uses and purposes therein set forth. act and as the free and voluntary act of said Bank, as Trustee and as the free and voluntary act of said Bank to said instrument as his own free and voluntary acknowledged that he, as custodian of the corporate seal of said Bank did affix and purposes therein set forth; and said Trust Officer then and there the free and voluntary act of said Bank, as Trustee as evidenced for the uses signed and delivered said instrument as their own free and voluntary act and as respectively, appeared before me this day in person and acknowledged that they foregoing instrument as such Vice President and Trust Officer

STATE OF ILLINOIS  
COUNTY OF COOK  
I, the undersigned, a Notary Public, in and for said County, in the State  
aforesaid, DO HEREBY CERTIFY, that  
and James E. Polites, Jr., of said Lake View Trust and Savings Bank, who are personally known to me to be the same persons whose names are subscribed to the

BY: *[Signature]*  
TITLE: Vice President & Trust Officer  
LAKA VIEW TRUST AND SAVINGS BANK  
As Trustee as aforesaid and not personally,  
JAMES E. POLITES, JR.  
TITLE: TRUST OFFICER

IN WITNESS WHEREOF, Lake View Trust and Savings Bank not personally but as Trustee as aforesaid, has caused these presents to be signed by its Trustee and its corporate seal to be hereunto affixed and attested to by its the day and year first above written.  
This mortgage is executed by Lake View Trust and Savings Bank, not personally but as Trustee under Trust Agreement dated December 15, 1983 and known as Trust #6513 in the exercise of the power and authority conferred upon and vested in it as such Trustee (and said Lake View Trust and Savings Bank 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 said Lake View Trust and Savings Bank personally to pay 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 Trustee and by every person now or hereafter claiming right or security hereunder, and that so far as said Lake View Trust and Savings Bank personally are 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(s)/co-maker(s), if any.