

UNOFFICIAL COPY 89-108279

AUG 31 1989 2-26 929L

MORTGAGE

14⁰⁰

THIS INDENTURE WITNESSETH: That the undersigned

COLE TAYLOR BANK/DROVERS

a corporation organized and existing under the laws of the State of Illinois, not personally but as Trustee under the provisions of a Deed or Deeds in trust duly recorded and delivered to the undersigned in pursuance of a Trust Agreement dated August 18, 1989, and known as trust number 89-1077, hereinafter referred to as the Mortgagor, does hereby Mortgage ~~and Waiver XXX~~

DAMEN SAVINGS AND LOAN ASSOCIATION

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 58 in Duncan's Resubdivision of Block 7 in Taylor's and Kreight's Subdivision of the East 1/2 of the North West 1/4 of Section 4, Township 38 North, Range 14, East of the Third Principal Meridian; also

Parcel 2:

That part of a strip of land formerly marked Drive (now vacated) on plat of Duncan's Resubdivision of Block 7 in Taylor and Kreight's Subdivision, aforesaid, lying between the North Line of Parcel 1, aforesaid, and South line of 42nd Street as now located through said Block in Cook County, Illinois.

523 West 42nd Place, Chicago Illinois 60609 / Permanent Index # 20-04-129-015

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 or thereon the furnishing of which by lessors to lessees is customary or appropriate, including screens, venetian blinds, window shades, storm doors and windows, floor coverings, screen doors, in-a-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, whether now due or hereafter to become due under or by virtue of any lease or agreement for the use or occupancy of said property, or any part thereof, whether said lease or agreement is written or verbal and whether it is now or may be hereafter existing or which may be made by the Mortgagor under the power herein granted to it; it being the intention hereof (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 (b) to establish an absolute transfer and assignment to the Mortgagee of all such leases and agreements and all the avails thereunder, together with the right in case of default, either before or after foreclosure sale, to enter upon and take exclusive possession of, manage, maintain and operate said premises, or any part thereof, make leases for terms deemed advantageous to it, terminate or modify existing or future leases, collect said avails, rents, issues and profits regardless of when earned and use such measures whether legal or equitable as it may deem proper to enforce collection thereof, employ renting agencies or other employees, alter or repair said premises, buy furnishings and equipment therefor when it deems necessary, purchase all kinds of insurance, and in general exercise all powers ordinarily incident to absolute ownership, advance or borrow money necessary for any purpose herein stated to secure which a lien is hereby created on the mortgaged premises and on the income therefrom which lien is prior to the lien of any other indebtedness hereby secured, and out of the income retain reasonable compensation for itself, pay insurance premiums, taxes and assessments, and all expenses of every kind, including attorneys' fees incurred in the exercise of the powers herein given, and from time to time apply any balance of income not, in its sole discretion, needed for the aforesaid purposes, first on the interest and then on the principal of the indebtedness hereby secured, before or after any decree of foreclosure, and on the deficiency in the proceeds of sale, if any, whether there be a decree in personam therefor or not. Whenever all of the indebtedness secured hereby is paid, and the Mortgagee, in its sole discretion, feels there is no substantial uncorrected default in performance of the Mortgagor's agreements herein the Mortgagee, on satisfactory evidence thereof, shall relinquish possession and pay to Mortgagor any surplus income in its hands. The possession of Mortgagee may continue until all indebtedness secured hereby is paid in full or until the delivery of a Master's Deed or Special Commissioner's Deed pursuant to a decree foreclosing the lien hereof, but if no deed be issued then until the expiration of the statutory period during which it may be issued. Mortgagee shall, however, have the discretionary power at any time to refuse to take or to abandon possession of said premises without affecting the lien hereof. Mortgagee shall have all powers, if any, which it might have had without this paragraph. No suit shall be sustainable against Mortgagee based upon acts or omissions relating to the subject matter of this paragraph unless commenced within sixty days after Mortgagee's possession ceases.

TO HAVE AND TO HOLD the said property with said buildings, improvements, fixtures, appurtenances, apparatus and equipment 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 TWENTY ONE THOUSAND AND NO/100 Dollars (\$21,000.00), which note together with interest thereon as provided by said note, is payable in monthly installments of TWO HUNDRED NINETEEN AND 29/100 or more DOLLARS (\$219.29 or more) on the 1st day of each month, commencing with October 1, 1989 until the entire sum is paid.

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.

Box.....

MORTGAGE

COLE TAYLOR BANK/PROVEERS, AS TRUSTEE
UNDER TRUST AGREEMENT DATED
AUGUST 18, 1989 AND KNOWN AS TRUST
#89-1077

to

DAVEN SAVINGS AND LOAN ASSOCIATION

Mail:

Dorinda Sawyer

5100 W. 101st

Chicago, IL

By 333

Box 333

Property of Cook County Clerk's Office

Loan No. DR 8654-7

Property of Cook County Clerk's Office

Box

MORTGAGE

COLE TAYLOR BANK/DROVERS, AS TRUSTEE
UNDER TRUST AGREEMENT DATED
AUGUST 18, 1989 AND KNOWN AS TRUST
#89-1077

to

DAMEN SAVINGS AND LOAN ASSOCIATION

Mail:
Damen Savings
5100 W. Damen
Chicago, Ill
Box 333

Box 333

Loan No. DR 8654-7

UNOFFICIAL COPY

Torrens certificates and similar data and assurances with respect to title as Mortgagee may reasonably deem necessary either to prosecute such suit or to evidence 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 Mortgagor 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 defense 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. In the event of a foreclosure sale of said premises there shall first be paid out of the proceeds thereof all of the aforesaid items, then the entire indebtedness whether due and payable by the terms hereof or not and the interest due thereon up to the time of such sale, and the overplus, if any, shall be paid to the Mortgagor, and the purchaser shall not be obliged to see to the application of the purchase money.

(6) 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 herein or in said obligation contained shall thereafter in any manner affect the right of the Mortgagee to require or to enforce performance of the same or any other of said covenants; that wherever 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 obligations under this mortgage shall extend to and be binding upon the respective heirs, executors, administrators, successors and assigns of the Mortgagor and the successors and assigns of the Mortgagee; and that the powers herein mentioned may be exercised as often as occasion therefor arises.

(7) This mortgage is executed by COLE TAYLOR BANK/DROVERS not personally but as Trustee as aforesaid in the exercise of the power and authority conferred upon and vested in it as such Trustee (and said COLE TAYLOR BANK/DROVERS 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 COLE TAYLOR BANK/DROVERS, either individually or as Trustee aforesaid, 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 or security hereunder, and that so far as COLE TAYLOR BANK/DROVERS, either individually or as Trustee aforesaid, or its successors, 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, if any.

(8) SEE ATTACHED RIDE MADE A PART HEREOF:

COOK COUNTY, ILLINOIS
FILED FOR RECORD

1989 AUG 31 AM 11:01

89408279

IN WITNESS WHEREOF, COLE TAYLOR BANK/DROVERS not personally but as Trustee as aforesaid, has caused these presents to be signed by its Asst. vice President, and its corporate seal to be hereunto affixed and attested by its Asst. Secretary, this 25th day of August, A. D. 1989.

ATTEST:

COLE TAYLOR BANK/DROVERS

As Trustee as aforesaid and not personally

By [Signature] Asst. vice Pres.

[Signature]
Asst. Secretary

"AS USED HEREIN, THE TERM
"COLE TAYLOR BANK/DROVERS"
SHALL REFER TO THE COLE
STATE OF ILLINOIS TAYLOR BANK."
COUNTY OF Cook } SS.

This instrument was prepared by:
Laura Gordon
Damen Savings and Loan Association
5100 South Damen Avenue, Chicago, Ill.

I, Inez Thornton a Notary Public, in and for said County, in the state aforesaid, DO HEREBY CERTIFY, THAT Rose M. Collins, Asst. Vice, President of Cole Taylor Bank, and

Lucille C. Hart, Asst., Secretary of said corporation, who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Asst. Vice President, and Asst. 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 corporation, as Trustee as aforesaid for the uses and purposes therein set forth; and the said Asst. Secretary then and there acknowledged that she, as custodian of the corporate seal of said corporation, did affix said seal to said instrument as her own free and voluntary act and as the free and voluntary act of said corporation, as Trustee as aforesaid, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal, this 28 day of August, A. D. 1989

"OFFICIAL SEAL"
Inez Thornton
Notary Public, State of Illinois
My Commission Expires: 10/1/89

[Signature]
Notary Public

89408279

69408279

ON THE LENDER'S MORTGAGE PORTFOLIO.

PARAGRAPH FOR THE SOLE REASON OF MAINTAINING AN ACCEPTABLE RATE OF INTEREST

IN ADDITION, THE LENDER MAY DECLARE ALL SUMS DUE UNDER THE TERMS OF THIS

FROM ALL OBLIGATION UNDER THIS MORTGAGE AND NOTE. AGREEMENT ACCEPTED IN WRITING BY LENDER, LENDER SHALL RELEASE BORROWER

BORROWER'S SUCCESSOR IN INTEREST HAS EXECUTED A WRITTEN ASSUMPTION

HAS WAIVED THE OPTION TO ACCELERATE PROVIDED IN THIS PARAGRAPH, AND IF

BY THIS MORTGAGE SHALL BE AT SUCH RATE AS LENDER SHALL REQUEST. IF LENDER

SATISFACTORY TO LENDER AND THAT THE INTEREST PAYABLE ON THE SUMS SECURED

TRANSFERRED REACH AN AGREEMENT IN WRITING THAT THE CREDIT OF SUCH PERSON IS

OR TRANSFER, LENDER AND THE PERSON TO WHOM THE PROPERTY IS TO BE SOLD ON

LENDER SHALL HAVE WAIVED SUCH OPTION TO ACCELERATE IF, PRIOR TO THE SALE

ALL THE SUMS SECURED BY THIS MORTGAGE TO BE IMMEDIATELY DUE AND PAYABLE.

CONTAINING AN OPTION TO PURCHASE, LENDER MAY, AT LENDER'S OPTION, DECLARE

TENANT, (d) THE GRANT OF LEASEHOLD INTEREST OF THREE YEARS OR LESS NOT

BY DEVISE, DESCENT OR BY OPERATION OF LAW UPON THE DEATH OF A JOINT

PURCHASE MONEY SECURITY INTEREST FOR HOUSEHOLD APPLIANCES, (c) A TRANSFER

LIEN OR ENCUMBRANCE SUBORDINATE TO THIS MORTGAGE, (b) THE CREATION OF A

WITHOUT LENDER'S PRIOR WRITTEN CONSENT, EXCLUDING (a) THE CREATION OF A

BENEFICIAL INTEREST OF A LAND TRUST IS SOLD OR TRANSFERRED BY BORROWER

(6) IF ALL OR ANY PART OF THE PROPERTY OR AN INTEREST THEREIN ON

ATTACHED RIDER MADE A PART HEREOF

C A U T I O N ! ! !

