

# UNOFFICIAL COPY

A 9 4 6 1 3 7 7

all proceedings required by law to establish the validity of said Mortgage or Agreement to a judge or proceeding the number of, but shall no deed be issued, then until the expiration of the statutory period during which it may be issued. Mortgagor shall, however, have the absolute right at any time to cause to take or to obtain possession of the Property without affecting the law herein. Mortgagor shall have all powers, if any, which it might have had without this paragraph. No suit shall be sustainable against Mortgagor based upon acts or omissions relating to the subject matter of this paragraph unless commenced within sixty days after Mortgagor's possession taken.

J. That each right, power and remedy conferred by this Mortgage or the Agreement upon the Mortgagor is cumulative of every other right or remedy of the Mortgagor, whether herein or by law conferred, and may be enforced concurrently therewith, that no waiver by the Mortgagor of performance of any covenant contained herein or in the Agreement shall thereafter in any manner affect the right of Mortgagor to require or 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 neuter, and 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 Mortgagor, and that the powers herein mentioned may be exercised as often as occasion therefor arises.

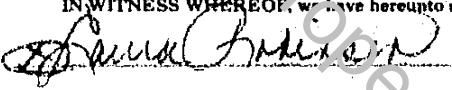
K. Mortgagor may make or cause to be made reasonable entries upon and inspections of the Property, provided that Mortgagor shall give Mortgagor notice prior to any such inspection specifying reasonable cause therefor related to Mortgagor's interest in the Property.

L. Except for any notice required under applicable law to be given in another manner, (a) any notice to Mortgagor provided for in this Mortgage shall be given by mailing such notice by regular mail, addressed to Mortgagor at the Property address or at such other address as Mortgagor may designate by notice to Mortgagor as provided herein, and (b) any notice to Mortgagor shall be given by certified mail, return receipt requested to Mortgagor's address stated herein or to such other address as Mortgagor may designate by notice to Mortgagor as provided herein. Any notice provided for in this Mortgage shall be deemed to have been given to Mortgagor or Mortgagor when given in the manner designated herein.

M. This Mortgage shall be governed by the law of the State of Illinois. In the event that any provision or clause of this Mortgage or the Agreement conflicts with applicable law, such conflict shall not effect other provisions of this Mortgage or the Agreement which can be given effect without the conflicting provision and to this end all provisions of the Mortgage and the Agreement are declared to be severable.

N. Upon payment of all sums secured by this Mortgage and termination of the Agreement, Mortgagor shall release this Mortgage.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this 18th day of September, 1989.

  
(SEAL)

(SEAL)

(SEAL)

STATE OF ILLINOIS

COUNTY OF COOK SS

I, the undersigned, a Notary Public in and for said County, in the state aforesaid, do hereby certify that  
Laura A. Robinson, a single person

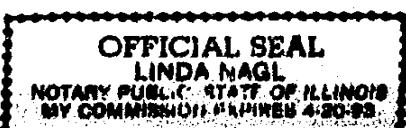
personally known to me to be the same person or persons whose name or names is or are subscribed to the foregoing mortgage, appeared before me this day in person and acknowledged that she signed, sealed and delivered the said mortgage as her free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of all rights under any homestead, exemption and valuation laws.

GIVEN under my hand and Notarial Seal this 18th day of September, 1989.



Notary Public

THIS INSTRUMENT PREPARED BY: James A. Cairo/Commercial National Bank Of Berwyn  
3322 South Oak Park Ave Berwyn, Illinois 60402



LS151563

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1. All assignments of the undivided interest shall be delivered to the Mortgagor at his address.  
The amount of the undivided interest assigned and profits of the Property so pledged, shall be delivered to the Mortgagor at his address.

Partial or full loss of the Property, taken or for damages to any of the Property, once taken and all condemnation compensation to receive and restore any of the Property to its undamaged, provided that any excess over

H. Because the Proprietary, or Party, thereof, shall be limited by indemnification, the Master shall hereby be empowered to collect and receive all compensation which may be due and payable to the Proprietary, or Party, thereof.

whether due and payable by the term-holders, if any shall be paid to the Mo.<sup>r</sup>. Gaffer, and the purchaser shall

Designers shall pay a reasonable fee to the Manufacturer to recover the cost of amending the records of the Motorguide to show the change of ownership.

more effective, and many workers do this to the detriment of their health, especially if it is done without discharging or in any way affecting the quality of the work.

But before we do that, let's take a look at the ownership of the Morgan. In the event that any part thereof becomes vested in a person other than the Morganator, the Morganage goes to the heirs of the Morganator.

of any leasedhold interests in, or in leases not containing an option to purchase, Mortgagor, may, at Mortgagor's option, declare without notice all of the sums accrued by

unintended or negligible by law be held liable for damages resulting from the proper construction of the Mortgagor's obligation to pay the principal amount of the Mortgagor's debt to the holder of the Mortgagor's debt.

E. That if all or any part of the Property, or any interest therein, or if the Mortgagee is in a land trust, if all or any part of the Mortgagor's interest in the Property is sold or transferred, the Mortgagor shall leave blank space made in part and further damages made at a later date under the terms of this Mortgagreement.

and the Management Board has built any personal liability because of anything it may do or omit to do in its endeavour to achieve its objects as set out in the Memorandum and Articles of Association.

Secondly, by this borrowing with the same property as the original independent man and may be included in any judgment for recovering the money due him, he may sue for his debt in his own name, and if he succeeds in his suit, he may recover his debt, and at the same time, recover his right to the property which he had sold.

C. That in case of failure to perform any of the covenants herein, Lessor may do on Notice a lawful entry thereon to convene and direct Lessor's expenses may be paid by Lessor upon demand and may monies paid or disbursed by Lessor for any of the above purposes and may set aside necessary to protect the lessor's interest; that Lessor will pay up to the lessor a sum equal to twice the amount of any such expenses.

In case of non-payment of debts by the borrower, the amount due on the loan may be added to his mortgage debt and shall increase the unpaid balance of the undischarged debt evidenced by the Agreement hereby

10. Parties to this Agreement shall not be liable for any damages arising from the performance of their obligations under this Agreement, except where such damages result from the gross negligence or wilful misconduct of a party.

# UNOFFICIAL COPY

This Mortgage dated as of Sept. 18, 1989, is made between John Johnson, a single person  
whose address is 3712 S. Austin 60650 89451577

(the "Mortgagor") and COMMERCIAL NATIONAL BANK OF BERWYN 3322 S. Oak Park Ave., Berwyn, Ill. 60402, a national banking association, (the "Mortgagee").

Whereas, the Mortgagor is indebted to the Mortgagee in the principal sum of Twenty Five Thousand  
Dollars (\$ 25,000.00), or the aggregate unpaid amount of all loans made by the Mortgagor pursuant to that certain Home Equity Revolving Line of Credit Agreement (the "Agreement") of even date herewith, whichever is less. This indebtedness is evidenced by the Agreement executed by Mortgagor which Agreement provides for monthly interest payments at the rates and at the times provided for in the Agreement, with the full indebtedness, plus interest thereon, if not paid earlier, due and payable on demand after five (5) years from the date of this Mortgage. The Mortgagee will provide the Mortgagor with a final payment notice at least 90 days before the final payment must be made. The Agreement provides that loans may be made from time to time (but in no event later than twenty (20) years from the date hereof) not to exceed the above stated maximum loan amount outstanding at any one time. All future loans will have the same priority as the original loan.

All payments received by Mortgagor under the Agreement shall be applied first to fees and charges payable pursuant to the Agreement, next to any amounts advanced by the Mortgagee under this Mortgage, next to any billed and unpaid interest, next to the principal amounts outstanding under the Agreement, and then to accrued and unbilled interest.

To secure the payment of the indebtedness incurred pursuant to the Agreement with interest thereon, the payment of all other sums with interest thereon advanced in accordance herewith to protect the security of this Mortgage, and the performance of the covenants and agreements of this Mortgage and in the Agreement, the Mortgagor does hereby mortgage, warrant, grant and convey to the Mortgagee the following described real estate located in the County of Cook, State of Illinois, to wit:

The North 29 feet of the North 57 feet of the  
East 122 feet of Lot 2 in the Subdivision of  
the Southeast quarter of the Southwest Quarter  
and the South half of the Southwest Quarter of  
the Southwest Quarter of Section 32, Township 39  
North, Range 12 East of the Third Principal  
Meridian, in Cook County, Illinois.

DEPT-B1 RECORDING

745555 TRAN 1939 09/25/89 09:45:00

\$2989 4 E \*-89-451577  
COOK COUNTY RECORDER

89451577

Commonly known as: 3712 So. Austin Cicero, Illinois 60650

PIN: 16-32-323-016

Together with all buildings, improvements, fixtures or appurtenances now or hereafter erected thereon or placed therein, 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 other services, and any other thing now or hereafter, therein or 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, in-a-door beds, awnings, water heaters (all of which are intended to be and are hereby 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 as provided herein; and all of the foregoing, together with said real estate (or household estate if this Mortgage is on a household) are herein referred to as the "Property". The Mortgagee is hereby subrogated to the rights of all mortgages, lienholders and others paid off by the proceeds of the Agreement hereby secured.

To have and to hold the 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.

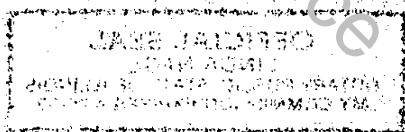
#### THE MORTGAGOR COVENANTS:

A. (1) To pay the indebtedness and the interest thereon as stated in said Agreement, or according to any agreement extending the time of payment thereof; (2) To pay when due and before any penalty attaches thereto all taxes, special taxes, special assessments, water charges, and sewer service charges against the Property (including those heretofore due), and to furnish Mortgagee, upon request, duplicate receipts therefor, and all such items extended against the Property shall be conclusively deemed valid for the purpose of this requirement; (3) To keep the improvements now or hereafter upon the Property insured against damage by fire hazards included within the term "extended coverage," and such other hazards as the Mortgagee may require to be insured against and to provide public liability insurance and such other insurance as the Mortgagee may require, until said indebtedness is fully paid, or in case of foreclosure, until expiration of the period of redemption, for the full insurable value thereof, in such companies and in such form as shall be satisfactory to the Mortgagee; such insurance policies shall remain with the Mortgagee during said period or periods, and contain the usual clause making them payable to the Mortgagee; and in case of foreclosure sale payable to the owner of the certificate of sale, owner of any deficiency, any receiver or redemptioner, or any grantee in a deed pursuant to foreclosure; and in case of loss under such policies, the Mortgagee is authorized to adjust, collect and compromise, in its discretion, all claims thereunder and to execute and deliver on behalf of the Mortgagor all necessary proofs of loss, receipts, vouchers, releases and acquittances required to be signed by the insurance companies, and the Mortgagor agrees to sign, upon demand, all receipts, vouchers and releases required of it to be signed by the Mortgagee for such purposes, and the Mortgagee is authorized to apply the proceeds of any insurance claim to the restoration of the Property or upon the indebtedness hereby secured in its discretion, but monthly payments shall continue until said indebtedness is paid in full; (4) Immediately after destruction or damage, to commence and promptly complete the rebuilding or restoration of buildings and improvements now or hereafter on the Property, unless Mortgagee elects to apply on the indebtedness secured hereby the proceeds of any insurance covering such destruction or damage; (5) To keep the Property in good condition and repair, without waste, and free from any mechanic's or other lien or claim of lien not expressly subordinated to the lien hereof; (6) To comply with the provisions of any lease if this Mortgage is on a leasehold; (7) To perform all obligations under any declaration, covenant, by-laws, regulations, and constituent documents governing the Property if the Mortgage is on a condominium or a planned unit development; (8) Not to make, suffer or permit any unlawful use of or any nuisance to exist on the Property nor to diminish nor impair its value by any act or omission to act; (9) To comply with all requirements of law with respect to Mortgaged premises and the use thereof; (10) Not to make, suffer or permit, without the written permission of the Mortgagee being first had and obtained, (a) any use of the Property for any purpose other than that for which it is now used, (b) any alterations, additions, demolition, removal or sale of any improvements, apparatus, appurtenances, fixtures or equipment now or hereafter upon the Property, (c) any purchase on conditional sale, lease or agreement under which title is reserved in the vendor, of any apparatus, fixtures or equipment to be placed in or upon any buildings or improvements on the Property, (d) any sale, assignment or transfer of any right, title or interest in and to the Property or any portion thereof including, but not limited to, any installment contract or articles of agreement for deed, unless otherwise permitted hereunder; (11) To complete

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