



# UNOFFICIAL COPY

and if a receiver shall be appointed he shall remain in possession until the expiration of the full period allowed by statute for redemption, whether there be redemption or not, and until the issuance of deed in case of sale, but if no deed be issued, until the expiration of the statutory period during which it may be issued and no lease of said premises shall be nullified by the appointment or entry in possession of a receiver, but he may elect to terminate any lease junior to the lien hereof, and upon foreclosure of said premises, there shall be allowed and included as an additional indebtedness in the decree of sale all expenditures and expenses together with interest thereon at the rate of **HIGHEST STATUTORY RATE PERMISSIBLE** per annum, which may be paid or incurred by or on behalf of the Mortgagee for attorney's fees, Mortgagee's fees, appraiser's fees, duties for exhibits attached to pleadings, documentary and expert evidence, stenographer's fees, Master's fees and commission costs of judicial sale, court costs, publication costs and costs (which may be estimated as to and include items to be extended after the entry of the decree) of procuring all such abstracts of title, title searches, examinations and reports, guaranty policies, 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 in 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 proceedings 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 AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO 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 AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO 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 AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO 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 AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO either individually or as Trustee aforesaid, or its successors, personally are concerned, the legal holder or holder 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. Notwithstanding anything herein stated, the Mortgagor 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 decree or judgment creditors of the Mortgagor, acquiring any interest in or title to the premises subsequent to the date of this Mortgage.

OAK COUNTY, ILLINOIS

SEP 25 1989

89475817

IN WITNESS WHEREOF, AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO

not personally but as Trustee as aforesaid, has caused these presents to be signed by its A. S. T. President, and its corporate seal to be hereunto affixed and attested by its ASSISTANT SECRETARY this 25TH day of SEPTEMBER A.D. 19 89.

AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO  
as Trustee as aforesaid and not Personally

ATTEST:

By [Signature] President

(CORPORATE SEAL)

STATE OF ILLINOIS }  
COUNTY OF 12th } ss.  
KAREN E. BURNS

I, J. MICHAEL WHELAK a Notary Public, in and for said County, in the State aforesaid, DO HEREBY CERTIFY, THAT AMERICAN NATIONAL BANK and TRUST COMPANY OF CHICAGO - J. R. Johnson 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 VICE PRESIDENT President, and ASSISTANT 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 ASSISTANT SECRETARY then and there acknowledged that [Signature] as custodian of the corporate seal of said corporation, did affix said seal to said instrument as [Signature] 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 25 day of SEP 26 1989, 19 89.

**"OFFICIAL SEAL"**  
Karen E. Burns  
Notary Public, State of Illinois  
My commission expires 4/24/90

For Receiver's Index Purposes  
MORTGAGE PROPERTY Located at:  
7025 W. NORTH AVENUE  
OAK PARK, IL. 60302

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MORTGAGE

\$16.00

THIS INDENTURE WITNESSETH: That the undersigned AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO

a corporation organized and existing under the laws of the UNITED STATES of AMERICA not personally but as Trustee under the provision of a Deed or deeds in trust duly recorded and delivered to the undersigned in pursuance of a Trust Agreement dated JULY 19, 1988 and known as trust number 106051-03 hereinafter referred to as the Mortgagee does hereby Mortgage and Warrant to

GreatAmerican Federal Savings and Loan Association, Oak Park, Illinois

a corporation organized and existing under the laws of the United States of America hereinafter referred to as the Mortgagor, the following real estate situated in the County of COOK in the State of Illinois, to wit:

PARCEL 1: LOTS 1 AND 2 IN BLOCK 2 IN MILLS AND SON'S HARLEM AND NORTH AVENUE SUBDIVISION IN THE NORTH WEST 1/4 OF SECTION 6, TOWNSHIP 39 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS;

PARCEL 2: LOTS 3 AND 4 IN BLOCK 2 IN MILLS AND SON'S HARLEM AND NORTH AVENUE SUBDIVISION IN SECTION 5, TOWNSHIP 39 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, (EXCEPT THE EAST 1006 FEET OF THE SOUTH 635.24 FEET AND ALSO EXCEPT THE SOUTH 13 FEET THEREOF CONVEYED TO THE VILLAGE OF OAK PARK) IN COOK COUNTY, ILLINOIS.

PERMANENT INDEX NUMBERS: 16-06-102-001-0000 VOLUME: 139 16-06-102-002-0000 VOLUME: 139 16-06-102-003-0000 VOLUME: 139

P.A. 7025 W. NORTH AVENUE - OAK PARK, IL. 60302

TOGETHER with all buildings, improvements, fixtures, 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, swings, awnings 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 Mortgagee 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 testing 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 pursuance thereof or not. Whenever all of the indebtedness secured hereby is paid and the Mortgagee, in its sole discretion, finds there is no substantial uncorrected default in performance of the Mortgagor's agreements herein, the Mortgagee, on satisfaction of the 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 Certificate of Sale's Deed or other 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. Mortgagor 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 and purposes herein set forth.

TO SECURE: 1 The payment of a certain indebtedness from the Mortgagor to the Mortgagee evidenced by a note made and delivered concurrently and of even date herewith, by the Mortgagor to the Mortgagee, in the sum of TWO HUNDRED THOUSAND AND NO/100 Dollars (\$ 200,000.00 ), which note together with interest ONE THOUSAND EIGHT HUNDRED FIFTY thereon as provided by said note, is payable in monthly installments of FOUR AND 02/100 Dollars (\$ 1854.02 ) on the 1ST day of each month, commencing with NOVEMBER 1, 1989 until the entire sum is paid.

2 Any additional advances made by the Mortgagee to the Mortgagor or its successor in title as hereinafter provided, plus such further sums as may be advanced for the purpose of protecting or enforcing the security, and

3 All 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 the performance of the Mortgagor's covenants herein contained.

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Loan # 01-1700469

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**MORTGAGE**

AMERICAN NATIONAL BANK AND TRUST

COMPANY OF CHICAGO AS TRUSTEE U/T/A

#106051-03 DATED JULY 19, 1988

To

GreatAmerican  
Federal Savings  
and Loan Association

Deliver to:

GreatAmerican Federal Savings  
and Loan Association  
1001 Lake Street  
Oak Park, Illinois 60301

Box Number 333

Property of Cook County Clerk's Office

RIDER ATTACHED TO MORTGAGE FOR RECORDING

BALLOON PAYMENT MORTGAGE RIDER

This loan is payable in full on NOVEMBER 1  
1992. You must repay the entire principal  
balance of the loan and unpaid interest then due. The Lender  
is under no obligation to refinance the loan at that time.  
You will therefore be required to make payment out of other  
assets you may own, or you will have to find a lender willing  
to lend you the money at prevailing market rates, which may  
be considerably higher or lower than the interest rate on this  
loan. If you refinance this loan at maturity, you may have  
to pay some or all closing costs normally associated with a  
new loan, even if you obtain refinancing from the same Lender.

BENEFICIARY & TRUSTEE

IN WITNESS WHEREOF, BENEFICIARY has executed this Due-On-Transfer Rider.

IN WITNESS WHEREOF, AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO not Personally but as Trustee  
as aforesaid, has caused these presents to be signed by its Vice President and its  
Corporate Seal to be hereunto affixed and attested by its Asst Secretary, this 25TH  
day of SEPTEMBER A.D., 1989.

ATTEST:

AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO  
As Trustee as aforesaid and not Personally

BY: [Signature]  
Vice President

[Signature]  
Secretary

(CORPORATE SEAL)

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AMERICAN NATIONAL BANK AND TRUST  
COMPANY OF CHICAGO AS TRUSTEE U/1/A  
#106051-03 DATED JULY 19, 1988

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

1992 . You must repay the entire principal  
balance of the loan and unpaid interest then due. The lender  
is under no obligation to refinance the loan at that time.

This loan is payable in full on NOVEMBER 1

BALLOON PAYMENT MORTGAGE RIDER

RIDER ATTACHED TO MORTGAGE FOR RECORDING

PREPARED BY: James D. O'Halley  
CHATHAMERICAN FEDERAL SAVINGS AND S 9 4 7 5  
LOAN # 01-17000469  
1001 West Lake Street  
Oak Park, IL, 60301  
RECORDED 25, 1989

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Property of Cook County Clerk's Office



Notice: This rider adds a provisions to the Instrument allowing the Lender to require repayment of the Note in full upon transfer of the property.

This Due-On-Transfer Rider is made this 25TH... day of SEPTEMBER..... 19 89., and it incorporated into and shall be deemed to amend any supplement the Mortgage, Deed of Trust, or Deed to Secure Debt (the "Instrument") of the same date given by the undersigned (the "Borrower") to secure Borrower's Note to .....  
.....GREATAMERICAN FEDERAL SAVINGS AND LOAN ASSOCIATION....(the "Lender") of the same date (the "Note") and covering the property described in the Instrument and located at:

7025 W. NORTH AVENUE - OAK PARK, IL. 60302  
.....  
(Property Address)

AMENDED COVENANT. In addition to the covenants and agreements made to the Instrument Borrower and Lender further covenant and agree as follows:

A. TRANSFER OF THE PROPERTY OR A BENEFICIAL INTEREST IN BORROWER

If all or any part of the Property or an interest therein is sold or transferred by Borrower (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person or persons but is a corporation, partnership, trust or other legal entity) without Lender's prior written consent, excluding

- (a) a transfer by devise, descent or by operation of law upon the death of a joint tenant or partner.
- (b) the grant of any leasehold interest in a part of the Property of three years or less (or such longer lease term as Lender may permit by prior written approval) not containing an option to purchase (except any interest in the ground lease, if this Instrument is on a leasehold),
- (c) sales or transfers of beneficial interests in Borrower provided such sales or transfers, together with any prior sales or transfers to beneficial interest in Borrower, but excluding sales or transfers under subparagraph (a) above, do not result in more than 49% of the beneficial interests in Borrower having been sold or transferred since commencement of amortization of the Note, or
- (d) sales or transfers of fixtures or any personal property pursuant to the immediate 9 hereof,

Lender may, at lender's option declare all the sums secured by this Instrument to be immediate due and payable and Lender may invoke any remedies permitted by this Instrument.

Lender may consent to a sale or transfer if: (1) Borrower causes to be submitted to Lender information required by Lender to evaluate the transferee as if a new loan were being made to the transferee; (2) Lender reasonably determines that lender's security will not be impaired and that the risk of a breach of any covenant or agreement in this Instrument is acceptable; (3) interest will be payable on the sums secured by this Instrument at a rate acceptable to Lender; (4) changes in the terms of the note and this Instrument required by Lender are made, including, for example, periodic adjustment in the interest rate, a different final payment date for the loan, and addition of unpaid interest to principal; and (5) the transferee signs an assumption agreement that is acceptable to Lender and that obligates the transferee to keep all the promises and agreements made in the Note and in this Instrument, as modified if required by Lender. To the extent permitted by applicable law, Lender also may charge a reasonable fee as a condition to Lender's consent to any sale or transfer.

Borrower will continue to be obligated under the Note and this Instrument unless Lender releases Borrower in writing.

IN WITNESS WHEREOF, TRUSTEE has executed this Due-On-Transfer Rider.

IN WITNESS WHEREOF, AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO not personally but as Trustee as aforesaid, has caused these presents to be signed by its ACE President and its Corporate Seal to be hereunto affixed and attested by its ACE Secretary, this 25TH day of SEPTEMBER, by A.D., 19 89.

ATTEST:

[Signature]  
Secretary

AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO  
As Trustee as aforesaid and not Personally

BY: [Signature]  
President

(CORPORATE SEAL)

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