

UNOFFICIAL COPY

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Mortgage

(Corporate Trustee Form)

Loan No.

5

THIS INDENTURE WITNESSETH That the undersigned
MAYWOOD PROVISO STATE BANK

a corporation organized and existing under the laws of the **State of Illinois** **AS5556215**,
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 **June 27, 1919** and known as trust number
8182, hereinafter referred to as the Mortgagor, does hereby Mortgage and Warrant to

FIRST FEDERAL SAVINGS BANK OF PROVISO TOWNSHIP

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

THE SOUTH 37.5 FEET OF LOT 2 IN BLOCK 7 IN STANNARD'S FIRST ADDITION TO MAYWOOD,
A SUBDIVISION OF THE NORTH 1/2 OF THE EAST 1/2 OF THE SOUTHWEST 1/4 OF SECTION
14, TOWNSHIP 39 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK
COUNTY, ILLINOIS.

PERMANENT INDEX NO. 15-14-314-016

DEPT-D1 \$12.25
T#1111 TRAN 9016 11/21/89 14:29:00
\$6833 + 46-89-556215
COOK COUNTY RECORDER

Together with all buildings, improvements, fixtures or appurtenances now or hereafter erected thereon or placed therein, including all apparatus, equipment, furniture, articles, whether in single units or collectively, controlled, used to supply heat, gas, steam, lighting, water, light, power, refrigeration, ventilation, air, other services, and any other thing, form or nature, station or thereon, the furnishing of which it is usual to have in a residence or appropriate, including wireless, insuring, shades, storm doors and windows, door covers, screen doors, in a desk, beds, cabin, a stove, and other 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 fully assigned, transferred and set over unto the Mortgagee, whether due or hereafter to become due as provided herein. The Mortgagee is hereby subrogated to the rights of all mortgagees, beneficiaries and owners paid off by the proceeds of the loan hereby secured.

TO HAVE AND TO HOLD the said property, with said buildings, improvements, fixtures, apparatus, leases, apparatus and equipment, and with all the rights and privileges thereto belonging, unto said Mortgagee forever, for the uses herein set forth, free from all rights and liens, past or future, encumbrance and valuation laws of any state, which said rights and benefits of the Mortgagee are hereby released and waive.

TO SECURE

(1) the payment of a Note executed by the Mortgagor to the order of the Mortgagee bearing even date with the principal sum of **THIRTY EIGHT THOUSAND FIVE HUNDRED AND 00/100** Dollars

38,500.00

, which Note, together with interest thereon as herein provided, is payable at monthly installments of

THREE HUNDRED FIFTY NINE AND 40/100 Dollars

349.40

1st

day of December

1989

which payments are to be applied, first, to interest and the balance to principal, until said indebtedness is paid in full.

(2) any advances made by the Mortgagee to the Mortgagor, or its successor in title, for any purpose, at any time before the release and cancellation of this Mortgage, but at no time shall this Mortgage secure advances in excess of said original Note, together with such additional advances, in a sum in excess of **THIRTY EIGHT THOUSAND FIVE HUNDRED AND 00/100** Dollars (\$ 38,500.00), provided that nothing herein contained shall be construed as limiting the amount that shall be secured hereby when advanced to protect the security or in accordance with covenants contained in the Mortgage.

(3) the performance of all of the covenants and obligations of the Mortgagor to the Mortgagee, as contained herein and in said Note.

THE MORTGAGOR COVENANTS:

A. (1) To pay said indebtedness and the interest thereon as herein and in said note provided, (2) according to the agreement respecting the time of payment thereof, (3) To pay when due and before any penalty attaches thereto all taxes, special taxes, special assessments, water charges, and other service charges against said property (including those hereinafter due), and to furnish, maintain, repair, and keep in good condition, all such items demanded against said property shall be conclusively deemed valid for the purpose of this requirement. (4) To keep the property clean and sanitary, and to provide public habitation reasonable and such other services as the Mortgagor may require until said indebtedness is fully paid, or in case of foreclosure, and expiration of the period of redemption for the full marketable value thereof, in such companies through such agents or brokers, 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 satisfactory to the Mortgagee making them payable to the Mortgagee, and in case of foreclosure sale payable to the holder of the certificate of title, manner of new deficiency, by receiver or foreclosure, or by sale at public auction pursuant to foreclosure, and in case of loss under such policies, the Mortgagee is authorized to adjust, collect and compromise, or to do whatever else seems reasonable and to execute and deliver on behalf of the Mortgagee all necessary proofs of loss, receipts, vouchers and releases required to be signed by the insurance companies, and the Mortgagee agrees to sign, upon demand, all receipts, vouchers and releases required of him to be signed by the Mortgagee for such purpose, and the Mortgagee is authorized to apply the proceeds of any insurance claim on 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) In case of destruction or damage, to commence and promptly complete the rebuilding or restoring of buildings and improvements, or, if hereafter so desired, to sell the same, if the Mortgagee elects to apply on the indebtedness secured hereby the proceeds of any insurance covering such destruction or damage. (5) To keep said premises 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) Not to make, suffer or permit any unlawful use of, or any nuisance to exist on said property, nor to diminish nor impair its value by any act, omission or neglect. (7) To comply with all requirements of law with respect to mortgaged premises and the use thereof, (8) Not to make, suffer or permit, such use, the written permission of the Mortgagee being first had and obtained, (9) any use of the property for any purpose other than that for which it is now used, (10) any alterations of the improvements, apparatus, appurtenances, fixtures or equipment now or hereafter upon said property, (11) any purchase or conditional sale, lease, or agreement under which title is reserved in the vendor of any apparatus, fixtures or equipment now or hereafter upon said property, (12) any purchase or improvements on said property, (13) To complete within a reasonable time any buildings or improvements now or at any time in process of erection upon the premises.

B. In order to provide for the payment of taxes, assessments, insurance premiums, and other usual charges upon the property secured thus indebtedness and other insurance required or accepted, the undersigned promises to pay to the Mortgagee a proportionate portion of the current real taxes upon the development of the land and to pay monthly to the Mortgagee, in addition to the above payment, a sum estimated to be equivalent to one month's worth of taxes which payment may at the option of the Mortgagee, (a) be held in trust and commingled with other such funds in a trust fund for the payment of such debts, (b) be carried in a savings account and withdrawn by it to pay such items, or (c) be credited to the unpaid balance of said indebtedness as received, provided that the Mortgagee advance upon this obligation sum sufficient to pay said items at the same accrue and become payable, if the amount received to pay said items is not sufficient, the undersigned promises to pay the difference upon demand. If such sums are held or carried in a savings account or escrow account, the same are hereby pledged to further secure this indebtedness. The Mortgagee is authorized to pay said items as charged or imposed without further inquiry.

C. This mortgage contract provides for additional advances which may be made at the option of the Mortgagee and secured by this mortgage, and it is agreed that in the event of such advances, the amount thereof may be added to the principal sum and shall increase the unpaid balance of the note hereby secured by the amount of such advance and shall be a part of said note indebtedness. All of the terms of said note and this contract at fully as if a new note and contract were executed and delivered. An Additional Note and Contract may be given and accepted for such advance and provision may be made for different monthly payments and a different interest rate and other express modifications of the contract, but in all other respects this contract shall remain in full force and effect as to said indebtedness, including all advances.

D. That in case of failure to perform any of the covenants herein, Mortgagee may on or before 30 days' notice to the Mortgagor, do anything he may then do or act, or may deem necessary to protect his interest, that Mortgagee will repay up to demand any money paid or advanced by Mortgagee for any of the above purposes and such money together with interest thereon at the highest rate of interest it is then lawful to contract to charge to the Mortgagor, and the principal of the sum or proceeds of sale of said premises, and other items paid, that is what has been advanced against the Mortgagor to protect his interest, and the validity of any lien, encumbrance or claim in advancing money as the same is determined, but nothing he can claim or sue as requiring the Mortgagee to advance any money for any purpose nor to do any act, unless, as the Mortgagee shall not incur any personal liability because of anything it shall do or omit to do hereunder.

E. That it is the intent hereof to secure payment of said note and obligation whether the entire amount shall have been advanced to the Mortgagor or the date hereof, or at a later date, and to secure any other amount or amounts that may be added to the mortgage indebtedness under the terms of this mortgage contract.

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

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