

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) preparation 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 prior to the date of sale, hereof, up to the time of such sale, and the overplus, if any, shall be paid to the Mortgagor, and the balance shall not be liable to him on account of the application of the purchase money;

(6) In case the mortgaged property, or any part thereof shall be taken by condemnation, the Mortgagor is hereby empowered to collect and receive all compensation which may be paid for any property taken, or for damages to any property not taken, and all condemnation money so received shall be forthwith applied by the Mortgagor as it may elect, to the immediate reduction of the indebtedness secured hereby, or to the repair and restoration of any property so damaged;

(7) That each right, power and remedy herein conferred 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 herein or in said obligation contained shall thereafter in any manner affect the right of the Mortgagor 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 Mortgagor; and that the power herein mentioned may be exercised as often as occasion therefor arises.

(8) That in the event the Mortgagor shall convey, in title to the mortgaged premises or enter into an Instalment Contract or Articles of Agreement for Deed with any person or persons, firm or corporation who was not, at the date of execution of this mortgage, one of the beneficiaries of the trust in pursuance of which this mortgage is executed, or in the event that any beneficiary of said trust who was such at the date of execution of this mortgage shall subsequently sell, assign or convey his beneficial interest in said trust (whether to one who was a co-beneficiary of said trust at the date of execution hereof) or enter into an Instalment Contract or Articles of Agreement for Deed or in the event that the Mortgagor or any such beneficiary shall otherwise suffer or permit its or his legal or beneficial interest in the mortgaged premises to become vested in any person, firm or corporation which was not at the date of execution hereof vested with a legal or beneficial interest in the mortgaged property, then, and in any such event, unless the same shall be done with the prior written consent of the Mortgagor, the happening thereof shall constitute a default hereunder, and thereupon the Mortgagor shall be authorized and empowered, at its option and without affecting the lien hereby created or the priority of said lien, to declare without notice all sums secured hereby immediately due and payable. (CONTINUED ON RIDER ATTACHED HERETO AND MADE A PART HEREOF:)

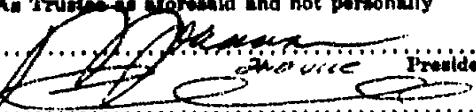
(9) The Mortgagor hereby waives any and all rights of redemption from sale under any order or decree of foreclosure of this mortgage for its own behalf and on behalf of each and every person; except decree or judgment creditors of the Mortgagor, requiring any interest in or title to the mortgaged premises subsequent to the date of this mortgage.

THIS MORTGAGE is executed by the undersigned, 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 the undersigned 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 undersigned personally to pay the said note or any interest that may accrue thereon, or any indebtedness accruing hereunder, or to perform any covenant either expressed or implied herein contained, all such liability, if any, being expressly waived by Mortgagor and by every person now or hereafter claiming any right or security hereunder, and that so far as the undersigned and 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.

IN WITNESS WHEREOF, the undersigned, not personally but as Trustee as aforesaid, has caused these presents to be signed by its ANNA K. VIEHL, President, and its corporate seal to be hereunto affixed and attested to by its ATP.
Secretary, this 14th day of JULY, A.D. 1989.

AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO

As Trustee as aforesaid and not personally

By 
ATTEST 
President Secretary

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 ANNA K. VIEHL, ATP, President of the
AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO

Claire Rosati Foley ATP, Secretary of said Company, who are personally known to me

and to be the same persons whose names are subscribed to the foregoing instrument as such ANNA K. VIEHL, President,

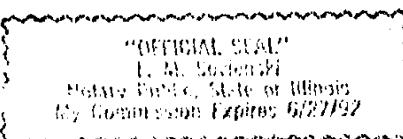
and ATP, Secretary, respectively, appeared before me this day in person and acknowledged that they signed, sealed and delivered the said instrument as their own free and voluntary act and as the free and voluntary act of said Company, as Trustee as aforesaid, for the uses and purposes therein set forth; and the said ATP, Secretary then and there acknowledged that he, as custodian of the corporate seal of said Company, did affix the corporate seal of said Company to said instrument as his own free and voluntary act and as the free and voluntary act of said Company, as Trustee as aforesaid, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal, this 19 day of JULY, A.D. 1989.


Notary Public

My commission expires

RECODER'S STAMP



UNOFFICIAL COPY

10

1936-1937
1937-1938
1938-1939
1939-1940

RECORDED BY STAMP

My common express

... day of October under my hand and Notarized Seal, this

as "Tributary as arranged," for the Queen and purposes thereon set forth; and this said Secretary of State, in consideration of the Corporation's act and voluntary act of aid Company, did ratify the contract, known as "Tributary as arranged," for the Queen and purposes thereon set forth.

to be the same persons whose names are subscribed to the foregoing instrument as aforesaid, President, Secretary, respectively, appointed before me this day in Boston, and acknowledged that they aligned,

Фотодокументы

AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO

1. THE UNDERSTANDING "Navy Public in mind for said county, in the State aforementioned,

COUNTY OF COOK
SIXTH QUARTERLY STATEMENT

ATTTEST
President
Secretary

As Truman's administration did not permanently

AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO

Secretary, this day of July, A.D. 1909.

..... signed by the WITNESSES mentioned above, and the subscribers have performed their obligations and are entitled to be paid by this instrument.

THIS MORTGAGE is executed by the undersigned, not personally but as trustee of a corporation in which he has authority to bind his corporation, and is given under seal of the Commonwealth of Massachusetts, at Boston, this twenty-third day of January, in the year of our Lord one thousand eight hundred and forty-four.

which motivates us for the own benefit and on behalf of each and every person, excepted decree of judgmental creditors of the Aborigines.

(7) That each right, power and remedy herein contained shall extend to every other right or remedy of the debtors, whether or by law created, and may be exercised notwithstanding any contrary provision in any instrument or agreement of the debtors.

tion of this fundamental measure may be provided, or to this proper and responsible action of any property to demand good.

(d) In case this moratorium period of property, or any part thereof, shall be taken by condamnation, the affected owner shall be entitled to compensation for his loss in accordance with the principles of law.

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Property of Cook County Clerk's Office

BOX 67
FIRST SAVINGS & LOAN ASSOC. OF SO. HOLLAND
475 East 162nd Street
South Holland, Illinois 60473

CK 902565

89570643 UNOFFICIAL COPY

MORTGAGE

This Indenture Witnesseth: That the undersigned, AMERICAN NATIONAL BANK AND TRUST

COMPANY OF CHICAGO, a national banking association, duly organized and

UNITED STATES OF AMERICA

existing under and by virtue of the laws of the not personally but as Trustee
under the provisions of a Deed or Deeds in trust duly recorded and delivered to said Company in pursuance of a Trust Agreement dated

SEPTEMBER 1, 1964

20655

. and known as trust number herein referred to as the
Mortgagor, does hereby Mortgage and convey to

First Savings and Loan Association of South Holland

15 00

a corporation organized and existing under the laws of the State of Illinois, hereinafter referred to as the Mortgagor, the following
real estate, situated in the County COOK in the State of Illinois, to wit:LOTS 40 AND 41 IN BURTON'S SUBDIVISION OF LOT 14 IN BRONSON'S ADDITION
TO CHICAGO IN SECTION 4, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD
PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

PERMANENT INDEX NO.: 17-04-209-020-0000

ADDRESS OF PROPERTY: 1446 N. Dearborn Street, Chicago, IL 60610

THIS INSTRUMENT WAS PREPARED BY: Gloria M. Rasmussen
FIRST SAVINGS AND LOAN ASSOCIATION OF SOUTH HOLLAND
475 East 162nd Street, South Holland, IL 60473

89570643

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 encumbrances and the rents, issues and profits of said premises which are hereby pledged, assigned, transferred, and set over unto the Mortgagor, 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 in fact or may be hereafter existing or while 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 Mortgagor of all such leases and agreements, and all the rights 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 loans for terms deemed advantageous to it, terminate or modify existing or future leases, collect and apply rents, 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 lies 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 attorney's 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 Mortgagor, in its sole discretion, feels there is no substantial uncorrected default in performance of the Mortgagor's agreements herein, the Mortgagor, on satisfactory evidence thereof, shall relinquish possession and pay to Mortgagor any surplus income in its hands. The possession of Mortgagor may continue until all indebtedness secured hereby is paid in full or until the delivery of a Master's or Sheriff'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. Mortgagor 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 Mortgagor based upon acts or omissions relating to the subject matter of this paragraph, unless commenced within sixty days after Mortgagor's possession ceases.

TO HAVE AND TO HOLD the said property, with all buildings, improvements, fixtures, appurtenances, apparatus and equipment unto said Mortgagor 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:

1. The payment of a note executed and delivered concurrently and of even date herewith by the Mortgagor to the Mortgagor in the sum of

FIVE HUNDRED THOUSAND AND NO/100ths Dollars (\$ 500,000.00)
which is payable in monthly installments as provided in said note, to be applied first to interest, and the balance to principal until said indebtedness is paid. AUGUST 1, 1999, when the entire unpaid principal balance plus interest is due.

2. Any additional advances made by the Mortgagor to the Mortgagor, or his successors in title, as hereinafter provided, but at no time shall this mortgage secure a sum in excess of
FIVE HUNDRED THOUSAND AND NO/100ths Dollars (\$ 500,000.00)
plus such further sums as may be advanced for the purpose of protecting or enforcing the security; and

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

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(d) That there is at this moment no note or bill of exchange or any extension or renewal thereof, and is delivered to the holder in payment of any sum advanced before it was issued or renewed.

(g) That it is the intent hereof to sever payment of said note whether the entire amount shall have been advanced to the
borrower or to his successors in title, at the date hereof as it is later due, including any additional advances which the Note-
holder may make in trust the trustee hereof, plus any interest or otherwise that may be added to the principal hereof; and
for the purpose of paying interest hereon it is hereby agreed to pay such interest as is herein provided;

(1) That in the case of failure to perform any of the above-mentioned functions, the Manager may, by written notice, demand that the concerned authority or person make good such failure.

of
did not by reason of this mortgage.

To the principal, teacher, secured by this mortgage:

(10) That it is my opinion, for the purpose of further securing the improvement of the mutual funds in independent issues, shall provide certain
to be placed in one upon any occasion of improvement on the part of the
to be placed in one upon any occasion of improvement on the part of the

(8) To comply with all requirements of law, it is requested to the mortgaged persons and the lessor thereof;

(7) Not to suffer or permit any unlawful use of or any nuisance to exist on said property nor to diminish or impair the value by any act or omission to act;

(g) To keep and promises in good condition and repair, without waste, and free from any mechanical, or other than or claim

(4) If a competitor takes a reasonable time to build up or improve its own or at any time in process of erection upon land promised!

Upon open deck, all receipts, souvenirs and relatives gathered round him by the time he reached the Mortuary; application by the Mortuary

and to determine the characteristics of the material, upon which the organization of duplicate receipts is based; and to construct a mechanically designed vessel for containing the material.

(2) To pay, unless otherwise paid by the mortgagor, out of terra-tua withheld for that purpose, each annual general rate

A. THE MORTGAGE COVENANTS.

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(12) The unchartered Repeal Act and agrees that this Note be used for business purposes as detailed in Sec. 640A(1)(c) of Chapter 17 of the Illinois Revised Statutes.

(10) Mortgagor shall be allowed to place from time to time, secondary, unsubordinated encanting on the subject property, upon approval of the mortgagor which appoval will not exceed 75% of the appraised value by an acceptable M.A.I., appraiser.

provided however, notwithstanding the foregoing, the Mortgagor shall have right to terminate the Note whenever, after undecrediting collateral once and only once during the term hereof, objecting to the appoval of the Mortgagee, on the same terms and conditions contained in a current condition, provided that (1) all payments on the Note of even date herewith are in a current condition, provided that no deficiency of default exists under any provision of said Note or this Mortgage, and (2) the mortgagor approves the Note or the Note or this Mortgage, and (3) the Note is transferred to the Noteholder of the Note or this Mortgage, and (4) a fee of two percent (2%) of the unpaid principal balance due on the Note is paid to the Noteholder of the Note at the time of said transfer to said Noteholder, and (5) personal guarantees, jointly and severally, of the proposed purchaser(s) of the Note are furnished to the Noteholder of the Note.

(a) continued

Q. THE MORTGAGEE'S FURTHER COVENANTS. (CONT'D.)

(1a) The Mortgagor's coverings shall be kept intact by the mortgagor at all reasonable times, upon reasonable notice, to inspect the Mortgagor's property.

(13) The Mortgagee's servants to furnish to Mortgagor, upon Mortgagor's written request, a statement showing to whom the mortgaged premises are let, and the amount of rent received by the mortgagor.

A. THE MORTGAGE COVENANTS: (CONT'D.)

AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, AS TRUSTEE UNDER TRUST AGREEMENT
DATED SEPTEMBER 1, 1964 AND KNOWN AS TRUST NO. 20655
RIDDER, CONSISTING OF TWO PAGES, ATTACHED TO MORTGAGE DATED JULY 14, 1969 EXECUTED BY
AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, AS TRUSTEE UNDER TRUST AGREEMENT
DATED SEPTEMBER 1, 1964 AND KNOWN AS TRUST NO. 20655

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(9EAL)

1437LV

AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO,
1994 AND KNOWN AS TRUST NO. 20655 AND NOT PERSONALLY
AS TRUSTEE UNDER TRUST AGREEMENT DATED SEPTEMBER 1,
1971.

(1A) Before calculating the Δ Mortgaga, the Mortgagee of the Successor shall receive a statement as set forth below.

(12) Mortgagor hereby covenants and agrees that, so long as this Mortgage and the Note secured hereby outstanding outstanding, the Mortgagor shall continue to be occupied and used as general apartment units and any changes in the use of the mortgaged premises shall not be made without the written consent of the mortgagee, and without payment thereon of all sums received by him thereby created or otherwise payable.

RIDGE, CONSISTING OF TWO PAGES, ATTACHED TO MORTGAGE DATED JULY 14, 1989 EXECUTED BY AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, AS TRUSTEES UNDER TRUST AGREEMENT DATED SEPTEMBER 1, 1964 AND KNOWN AS TRUST NO. 20655