

UNOFFICIAL COPY

Prepared by and mail to:
Judy Kay Pettes
606 Milwaukee Avenue
Prospect Heights, IL
60070



THE BRONSON-GORE BANK
in Prospect Heights
Prospect Heights, Illinois 60070

89595790

MORTGAGE

THIS INDENTURE WITNESSETH: That the undersigned, Chicago Title and Trust Company as Trustee under a Trust Agreement dated December 10, 1981 and known as Trust #1081135 of the City of Chicago County of Cook State of Illinois, hereinafter referred to as the Mortgagor, does hereby Mortgage and Warrant to

THE BRONSON-GORE BANK
in Prospect Heights

a banking association 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:

See Legal Description attached hereto and made a part hereof.

Permanent Index Numbers: 17-15-110-019-0000; 17-15-110-020-0000; 17-15-110-017-0000 \$15.00

17-15-110-016-0000; 17-15-110-018-0000 TRM# 1687 12/14/89 09 35:00

Commonly known as: 524 S. Wabash, Chicago, Illinois

#889 # D * 89-595790
COOK COUNTY RECORDER

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 other services and any other thing now or hereafter installed therein or thereon, including, but not limited to, screens, window shades, storm doors and windows, floor coverings, screen doors, built-in beds, awnings, stoves, built-in ovens, water heaters, washers, dryers and disposal units all of which are declared to be a part of said real estate whether physically attached thereto or not.

TOGETHER with the rents, issues and profits thereof which are hereby assigned, transferred and set over unto the Mortgagee, whether now due or which may hereafter become due under or by virtue of any lease whether written or verbal, or any agreement for the use or occupancy of said property, or any part or parts thereof, which may have been heretofore, or may be hereafter made or agreed to, or which may be made and agreed to by the Mortgagee under the power herein granted to it; it being the intention hereby to establish an absolute transfer and assignment to the Mortgagee of all such leases and agreements existing or to hereafter exist for said premises, and to use such measures, legal or equitable, as in its discretion may be deemed proper or necessary to enforce the payment or security of such avails, rents, issues and profits, or to secure and maintain possession of said premises, or any portion thereof, and to fill any and all vacancies and to rent, lease or let any portion of said premises to any party or parties, at its discretion, with power to use and apply said avails, issues and profits to the payment of all expenses, care and management of said premises, including taxes and assessments, and to the payment of any indebtedness secured hereby or incurred hereunder.

TO HAVE AND TO HOLD the said property, with said appurtenances, apparatus and fixtures, unto said Mortgagee forever, for the uses herein set forth, free from all rights and benefits under any statute of limitations and under the Homestead Exemption Laws of the State of Illinois, which said rights and benefits the said Mortgagor does hereby release and waive.

Upon payment of the obligation hereby secured, and performance of all obligations under this mortgage and the note secured by it, said note shall be marked paid and delivered to the maker of his assignee, together with his mortgage duly cancelled. A reasonable fee shall be paid for cancellation and release.

TO SECURE:

1. The payment of a note and the performance of the obligation therein contained executed and delivered concurrently herewith by the Mortgagor to the Mortgagee in the sum of One Million Four Hundred Two Thousand Five Hundred and No/100 (\$ 1,402,500.00) Dollars, which is payable as provided in said note until said indebtedness is paid in full.

2. Any additional advances made by the Mortgagee to the Mortgagor, or its successors in title, prior to the cancellation of this mortgage, provided that this mortgage shall not at any time secure more than One Million Four Hundred Two Thousand Five Hundred and No/100 (\$ 1,402,500.00) Dollars, plus any advance necessary for the protection of the security, interest and cost; and

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

A. THE MORTGAGOR COVENANTS:

(1) To pay all taxes, assessments, hazard insurance premiums and other charges when due; (2) keep the improvements now or hereafter upon said premises insured against damage by fire, windstorm and such other hazards or liability as the Mortgagee may require to be insured against until said indebtedness is fully paid, or in case of foreclosure, until expiration of the period of redemption, for the full insurance 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; and in case of loss, the Mortgagee is authorized to adjust, collect and compromise, in its discretion, all claims under such policies, and the Mortgagor agrees to sign, upon demand, all receipts, vouchers and releases required of him by the insurance companies; the Mortgagee is authorized in its discretion to apply the proceeds of any such insurance to the discharge of any obligation insured against, to a restoration of the property or to the indebtedness of the Mortgagor and any application to the indebtedness shall not relieve the Mortgagor from making monthly payments until the debt is paid in full; (3) to apply for, secure, assign to Mortgagee and carry such disability insurance and life insurance as may be required by Mortgagee in companies acceptable to Mortgagee, and in a form acceptable to it, and such disability insurance may be required in an amount not in excess of payments necessary to pay the sums secured by this mortgage and such life insurance may be required in an amount not in excess of the unpaid balance of the debt secured by this mortgage; (4) not to commit or suffer any waste of such property, and to maintain the same in good condition and repair; (5) to promptly pay all bills for such repairs and all other expenses incident to the ownership of said property in order that no lien or mechanics or materialmen shall attach to said property; (6) not to suffer or permit any unlawful use of or any nuisance to exist upon said property; (7) not to diminish or impair the value of said property or the security intended to be affected by virtue of this mortgage by any act or omission to act; (8) to appear in and defend any proceeding which in the opinion of the Mortgagee affects its security hereunder, and to pay all costs, expenses and attorney's fees incurred or paid by the Mortgagee in any proceeding in which it may participate in any capacity by reason of this mortgage; (9) that the mortgaged premises will at all times be maintained, repaired and operated in accordance with the Building, Fire, Zoning, Health and Sanitation Laws and Ordinances of any governmental board, authority or agency having jurisdiction over the mortgaged premises; (10) not to suffer or permit without the written permission or consent of the Mortgagee being first had and obtained: (a) any use of said property for a purpose other than that for which the same is now used; (b) any alterations, additions to, demolition or removal of any of the improvements, apparatus, fixtures or equipment now or hereafter upon said property; (c) a purchase upon 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 building or improvement upon said property; (d) a sale, assignment or transfer of any right, title or interest in and to said property or any portion thereof, or any of the improvements, apparatus, fixtures or equipment which may be found in or upon said property.

THE MORTGAGOR FURTHER COVENANTS:

(1) That in case of his failure to perform any of his covenants herein, the Mortgagee may do on behalf of the Mortgagor everything so covenanted: that said Mortgagee may also do any act it may deem necessary to protect the lien of this mortgage; and that the

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BOX 304

JTC 89-0109

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Handwritten initials or signature.

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My commission expires the _____ day of _____ A.D. 19____

Notary Public

GIVEN under my hand and notarial seal, this _____ day of _____ A.D. 19____

and delivered the said instrument as _____ free and voluntary act, for the uses and purposes therein set forth, including the _____ signed, sealed

personally known to me to be the same person or persons whose name or names _____ in the State aforesaid, DO HEREBY CERTIFY that _____

a Notary Public in and for said County, _____

State of Illinois)
County of _____)
SS

(SEAL) _____
(SEAL) _____

IN WITNESS WHEREOF, each of the undersigned has hereunto set his hand and seal this _____ day of _____ A.D. 19____

8 That in the event title shall be conveyed to any person or persons, firm, trust or corporation, other than the undersigned or any one or more of them, then the Mortgagee after such transfer of title shall have the right to adjust or increase the rate of interest in accordance with the foregoing provision. Whenever the Mortgagee, or its successors or assigns, shall increase the rate of interest under the terms of the note secured hereunder, it shall give written notice specifying the new rate, and the effective date of any such increase, shall be the date of such transfer or conveyance.

7 That each right, power and remedy herein conferred upon the Mortgagee shall be 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 shall constitute in any manner affect the right of Mortgagee, to require or enforce performance of the same or any other of said covenants; that whenever 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 on the respective heirs, executors, administrators, successors and assigns of the Mortgagee and the Mortgagee;

6 Upon or at any time after the filing of a complaint to foreclose this mortgage the court in which such complaint is filed may appoint a receiver or insolvent of Mortgagee at the time of application for such receiver and without regard to the value of the premises or whether the same shall be then occupied as a homestead or not, and the Mortgagee may be appointed as such receiver. Such receiver shall have power to collect the rents, issues and profits of the premises during the pendency of such foreclosure suit and, in case of a sale and a deficiency, during the full statutory period of redemption, whether there be redemption or not, as well as during any further times when Mortgagee, except for the intervention of such receiver, would be entitled to collect such rents, issues and profits, and all other powers which may be necessary or are usual in such cases, or the protection, possession, control, management and operation of the premises during the whole of said period. The court from time to time may authorize the receiver to apply the net income in the hands in payment in whole or in part of: (1) The indebtedness secured hereby, or by any decree foreclosing this mortgage, or any tax, special assessment or other lien which may be or become superior to the lien hereof or of such decree, provided such application is made prior to foreclosure sale; (2) the deficiency in case of a sale and deficiency.

5 The proceeds of any foreclosure sale of the premises shall be distributed and applied in the following order of priority: First, or account of all costs and expenses incurred, to the foreclosure proceedings, including all such items as are mentioned in the preceding paragraph hereof; second, all other items which under the terms hereof constitute secured indebtedness additional to that evidenced by the note, with interest thereon as herein provided; third, all principal and interest remaining unpaid on the note; fourth, any overplus to Mortgagee, the heirs, legal representative or assigns of the Mortgagee, as their rights may appear.

4 When the indebtedness hereby secured shall become due whether by acceleration or otherwise, Mortgagee shall have the right to foreclose the lien hereof. In any suit to foreclose the lien hereof, there shall be allowed and included as additional indebtedness in the decree for sale all expenditures and expenses which may be paid or incurred by or on behalf of Mortgagee for attorneys' fees, appraiser's fees, court costs, charges for documentary and expert evidence, stenographers' charges, publication costs and costs (which may be estimated as it may be expended after entry of the decree) of procuring all such abstracts of title, title searches, and examinations, the insurance policy, foreman certificates, and similar data and assurances with respect to this mortgage may deem to be reasonable necessary either to prosecute such suit or to evidence to bidders at any sale which may be had pursuant to such decree the true condition of the title or the value of the premises. All expenditures and expenses of the nature in this paragraph mentioned shall become so much additional indebtedness secured hereby and immediately due and payable, with interest thereon at the highest rate permitted by Illinois law, then paid or incurred by Mortgagee in connection with (a) any proceeding, including probate and bankruptcy proceedings, to which the Mortgagee shall be a party, either as plaintiff, claimant or defendant, by reason of this mortgage or any indebtedness hereby secured; or (b) preparations for the commencement of any suit for the foreclosure hereof after accrual of such right to foreclose whether or not actually commenced; or (c) preparations for the defense of any actual or threatened suit or proceeding which might affect the premises or the security hereof.

3 That time is of the essence hereof and if default be made in performance of any covenant herein contained or in making any payment under said Note or any extension or renewal thereof, or if proceedings be instituted to enforce any other lien or charge upon any or said property, or upon the filing of a proceeding in bankruptcy by or against the Mortgagee, or if the Mortgagee shall make an assignment for the benefit of creditors or if the property of the Mortgagee be placed under control of or in custody of any court, or if the Mortgagee abandon any or said property, or if the Mortgagee shall sell said property under a contract for deed, then and in any of said events, the Mortgagee is hereby authorized and empowered, at its option, and without affecting the lien hereby created or the priority of said lien or any right of the Mortgagee hereunder, to declare, without notice, all sums secured hereby immediately due and payable, whether or not such default be remedied by the Mortgagee, and apply toward the payment of said mortgage indebtedness any indebtedness of the Mortgagee to the Mortgagee, and said Mortgagee may also immediately proceed to foreclose this mortgage.

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

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

6. The undersigned hereby waives any and all rights of redemption from sale under order or decree of foreclosure of this mortgage on its own behalf and on behalf of the Trust Estate and all persons beneficially interested therein and every person, except decree and judgement creditors of the undersigned, who have acquired any interest in or title to the premises subsequent to the date of this Mortgage.

7. The undersigned hereby waives any and all rights of redemption from sale under order or decree of foreclosure of this mortgage on its own behalf and on behalf of the Trust Estate and all persons beneficially interested therein and every person, except decree and judgement creditors of the undersigned, who have acquired any interest in or title to the premises subsequent to the date of this Mortgage.

8. The undersigned hereby waives any and all rights of redemption from sale under order or decree of foreclosure of this mortgage on its own behalf and on behalf of the Trust Estate and all persons beneficially interested therein and every person, except decree and judgement creditors of the undersigned, who have acquired any interest in or title to the premises subsequent to the date of this Mortgage.

6. The undersigned hereby waives any and all rights of redemption from sale under order or decree of foreclosure of this mortgage on its own behalf and on behalf of the Trust Estate and all persons beneficially interested therein and every person, except decree and judgement creditors of the undersigned, who have acquired any interest in or title to the premises subsequent to the date of this Mortgage.

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Property of Cook County Clerk's Office

THE SOUTH 16 FEET OF SUB-LOT 2 OF LOT 4 AND THE NORTH 33 FEET OF SUB-LOT 1 OF LOT 5, ALSO SUBLOT-2 AND THE SOUTH 33 FEET OF LOT 5, ALL IN BLOCK 11 IN FRACTIONAL SECTION 15 ADDITION TO CHICAGO IN TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, FROM PLAT OF SURVEY BY GREELEY-HOWARD-NORLIN COMPANY, MARCH 12, 1946, NUMBER 19845, IN COOK COUNTY, ILLINOIS.

AND

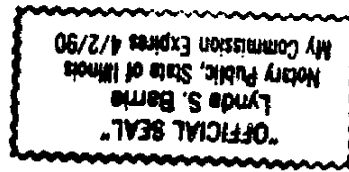
SUB-LOTS 1 AND 2 OF CANAL TRUSTEES' SUBDIVISION OF LOT 8 AND SUB-LOTS 1 AND 2 OF LOT 9 IN BLOCK 11 IN FRACTIONAL SECTION 15 ADDITION TO CHICAGO, IN SECTION 15, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

RIDER

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02/25/19

Property of Cook County Clerk's Office



Lynda S. Barrie
30th day of NOV 1989

therein set forth.

I, the undersigned, a Notary Public in and for the County and State aforesaid DO HEREBY CERTIFY, that the above named SUSAN BROCKER and MINTHA SMITH of Chicago Title and Trust Company, personally known to be to be the same persons whose names are subscribed to the foregoing instrument as such ASST. 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 Chicago Title and Trust Company, as trustee for the uses and purposes therein set forth, and that the said ASST. SECRETARY then and there acknowledged that said ASST. SECRETARY, as custodian of the corporate seal of said Chicago Title and Trust Company, caused the corporate seal of the said Chicago Title and Trust Company to be affixed to said instrument as said ASST. SECRETARY's own free and voluntary act and as the free and voluntary act of said Chicago Title and Trust Company, for the uses and purposes therein set forth.

State of Illinois)
) SS
) County of Cook

Chicago Title and Trust Company
as Trustee and not personally
BY: Lynda S. Barrie
ASST. VICE PRESIDENT
ATTEST: Lynda S. Barrie
ASST. SECRETARY

THIS Mortgage is executed by Chicago Title and Trust Company, not personally, but as Trustee as aforesaid in exercise of the power and authority conferred upon and vested in it as such Trustee and is expressly understood and agreed that nothing herein or in said Note contained shall be construed as creating any liability on the said Trustee or on Chicago Title and Trust Company 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 Trustee and by every person now or hereafter claiming any right or security hereunder, and that so far as the Trustee and its successors and said Chicago Title and Trust Company 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 hereunder conveyed for the payment thereof, by the enforcement of the lien hereby created, in manner herein and in said Note provided or by action to enforce the personal liability of the guarantor(s)/co-maker(s), if any.

IN WITNESS WHEREOF, Chicago Title and Trust Company, not personally, but as Trustee as aforesaid, has caused these presents to be signed by one of its ASST. PRESIDENTS or ASST. VICE PRESIDENTS and its corporate seal to be hereunder affixed and attested by its ASST. SECRETARY, the day and year first written above.

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