SIFFF

## UNOFFICIAL COPY 99945

Selfer F		Panal .	A116 / 1/2	( x de) 11/1/	9 60 1
September 1	Tean No	FFICIA		<b>5.42</b> 99945 (	./
R.A.	MORTGAGE			water one of the property	are the table
		27, 19.89	, between Parkway	BOVE SPACE FOR RECORDS  Bank & Trust Co.	K S USI, UNL T
through the	not personally, but as I rustee under agreemen	May I	19. 80	and Language Trust No.	9282
	therein referred to as "Mortgagor,") and	Gladstone-Norwood I	rust & Savings Bank,	an Illinois banking corp	ioration, doing
	husiness in Chicago, Illinois, therein refer Mortgagee in the sum of Two hundred	red to as "Mortgagee,") thousand and 0/100	WITNESSETH THAT V hs	VHEREAS Mortgagor is just	ly indebted to
\$ 李		ad his a martnin Daymir and	Martin of mineralists because	14h. amananahad bar Maratanara	mountain to the
at a section of	order of the Mortgagee and delivered, by whitemaining from time to time unpaid at the rain Chicago, Illinois, in 36	ite of at 3.8 over br	ing and "Flooting"	Thereafter on the bland of the office to maturity, at the office to the	e of Mortgagee
1. 1.	m Chicago, Illmois, m 36	89, and on the same date	ly mstallments comments of each month thereafte	ng, all except the last of said	installments to
The state of the s	be in the amount of \$ 2,500,00	each, and said last ins	tallment to be the entire	unpaid balance of said sum	, together with
	interest on the principal of each installment a lection, including reasonable attorneys' fees, u	pon default, (hereinafter re	ferred to as the "Note"),		
is .	NOW, THERFFORE, the Mortgagor to secure the	ne payment of said Note in according the further currents of secur	ordance with its terms and il inc the payment of any and a	d obligations indebtedness and	liabilities of any
	gage, and an eventual and telegraphy and to been gage during an even of this mortgage, however construment, obeyone, contract or agreement of any	me due from the storigagor to reated incurred evidenced acc	o the stortgagee or to the ho mired of ansing whether one	let the Note or this mortrare or	ander any other
	wise and whether areat, induced, primary, secondar	y, fixed of contingent, logeth metadox all present and future	er with interest and charges cindebtedness incurred or ar	as provided in said Note and in same by reason of the guarantee	any other agree- to Morteagre by
	Mortgagor of present or future indebtedness or obliga-	itions of third parties to Mortga	ger, and of present and futur is or extensions of any of the	e indebtedness originally owing foregoing and the performance	of the covenants
	and agreements herein continued, by the Mortgagor to edged, does by these present. Mortgage to the Mortga and State of Illinois, to wit	see, its successors and assigns, t	he following described Real	Estate in the County of Coc	K acknowl-
	Exhibit "	A" attached.		6959 <b>9945</b>	
	Tax Id. 1	.7-07-135-010/011/0	012	÷	
			•	se e im e II	ligh N 1 €.
				A CARACTER CO.	
		4		, ,	
	which, with the property hereinafter described, is re	ferred to herein a the prem	ises".		
	TOGETHER with all improvements, tenements, and during all such times as Mortegrot may be enti-	casements, fixtures and apport iled thereto (which are plei) e	enances thereto belonging, as Lorimardy and on a parity v	with said real estate and not sec	ondarily), and all
	and uning a sent time articles now or hereafter the units or centrally controlled), and ventilation, inclumed or beds, awnings, stoves and water heaters. All or	due (without restricting the L	are ung), wicens, window d	ades, storm doors and windows	v. Hoor coverings,
	is agreed that all similar apparatus, equipment of at nart of the real estate	ticles licreafter placed on the p	ner we by the Mortgagor or	th successors shall be considere	rd as constituting
	TO HAVE AND TO HOLD the premises unto the Day Mortgage consists of two pages. The covenant	ts conditions and provisions ar	opearing on pay. 2 (the rever-	w side hereof) among other this	igs, require Mort
	gagor to keep the premises in repair, insured and fr such repairs, insurance, prior fiens and taxes paid by acceleration of maturity of the Note and foreclosur	e Morteagee constitute additio	nal indebtednes i zowied hei	cby, provide for tax and insur-	ance deposits, for
	and are incorporated factor by reference, are a part to the execut Morrosom wills or conveys the neem	hereof, and shall be binding to see, or if the title thereto or an	in the Mortgagor and these s interest therein shall be on	claiming through it is vested in any manner whatso	ever in any other
	person or persons other than Mortgagor, Mortgagee for one the provisions of this Mortgage with respect	shall have the option of declar thereto unless prior to such s	ang immediately due and pa ile or conveyance Mortgaget	chicall unpaid installments on thall have consented thereto i	the Note and en- n writing and the
	prospective parchasers or grantees shall have executed and conditions of said wife and this Mortgage				
	This mortgage is executed by Parkway Bar ercise of the power and authority conferred upon a every person now or hereafter claiming any right or	nd vested in it as such Trustee	, and it is expressly underst-	rsonally but as I mistee as alor ood and agreed by the mortgap Note secured by this mortgage's	gee herein and by
	• •	Parkson Pank & Trus	et Cos or on any of	the beneficiaries and a said tru	st agreement per-
e de la companya de l	herem contained, all such liability, if any, being expri- out of the property hereby conveyed by enforceme	essly waived, and that any reco	very on this mortgage and th	e Note secured hereby shalf 🛰	solely against and
É	any co-agner, endorser or guarantor of said Note.  18 WILLIASS WHI RIOI PATKWAY B.	ınk & Trust Co.	, not per	onally but as Trustee as afor	esaid, has caused
	18 WITM SS WHEREOF PACKWAY Be these presents to be signed by its il veculive) (Assistant) (Vice President) (Trust Officer) (	he day and year lift above wit	tten.		
	Parkway Bank/s Tri	ist Co.	(Exec	As Trustic as aforesaid an itive) (Assistant) (Vige Presiden	d not personally,  (Trust Officer)
Z	And Dennery Milling	, [ 	(lixed	rtive) ( <u>Assistant) (</u> Vice Presiden	() (Trust Ottiger)
ىز	STAIL OF ILLINOIS AS A COUNTY OF COOK AS	a Notary Public	ersigned. In and for said County, in t	he state aforesaid, DO HI'R) BY	CERTHY, that
F	* 1	sance DuPass and Parkway Binl	c & Trust Co. ⊃ ณ	comment (2), black	and (Lyccutive)
-	el occutivo) (Assistant) (Viv. President) (Trust Office (Assistant) (Viv. Prysident) (Trust Officer) of said l factorine of as such el occutive) (Assistant) (Viv. Pre	<u> Mont) (Trust Officer) and (1</u>	Accutive) (Assistant) (Vice)	President) (Trust Officer), respe	which appeared •
<u>_</u>	Return me this day in prison and a knowledged the untary act of said flank as frostee as aforesaid, for then and their acknowledged that said (I secutive)	the uses and purposes therein-	set forth, and the said (Execu	(tive) (Assistant) (Vice Presiden	it) (Tjust Officer 🚨
	seal of soid thank or said instrument as soid if secul act of soid thank or frustee as aforesaid, for the uses	ive) (Assistant) (Vice Presiden and purposes therein set forth	t's) (Liust Officer's) own fre	and voluntary act and as the f	ree and voluntary
	Cores no terms touch and Softmal Seal this	hth.	anday of	Jacompar	19. 20
	finds one (Figure 16) Mire Compach 5200 N. Control, Chicago 6063	18.7. VI STAL	140.	Notary Public	in the state of th
e '	529 N. Central, Chicago 6063	CONTRACTOR ILLIN	OS TOUR PORT DE INTE		LANDEINS OF
e	er tremmer in a little of the contract of the	States Street Lite 11161. 1111	<b>"ANOVI"</b> DESCRIBED PRE	CPURPOSES INSURE STRUE OPLICTY HUIO	

2)19-25 W. (Obbard Chicago, 11, 60612

prior hen to Mortgagee

2. In addition to the monthly payments of principal and interest payable under the terms of the Note, the Mortgagor agrees to pay to the holder of the Note, when equested by the holder of the Note, such aums as may be specified for the purpose of establishing a reserve for the payment of premiums on policies of fire insurance and such other ha aids as shall be required hereunder covering the mortgaged property, and for the payment of taxes and special assessments accurring on the property (all as estimated by the holder of the Note), such aums to be held by the holder of the Note in the Note of the

3. The privilese is granted to make proposition to principal of the Sinte on any interest payment date

the strangulation of the court of the strangulation of the court of th

mortgage debt and shall include interest of the tate of the per cent to the same of the per cent to the same of th

7. Murtgagee making his feathernt hereby authorized relating to taxes or assessments, may do no according to any toll, statement or estimate produced from the appropriate public office without inquiry into the accuracy of the hill, statement or estimate or into the validity of any lay, assessment, sale, forfeiture, tax hen or title or claim thereof.

claim thereof

B. At the option of the Mortgager and without notice """ and again, all unpeal indebtedness recursed by this Mortgage shall, notwithstanding snything in the Note of in this Mortgage to the contrain become due and payable (a) minimalities y." The case of default in making payment of any installment on the Note or on any other obligation secured hereby, in (b) when default shall occur and continue for """, as in the performance of any other agreement of the Mortgage their first to foreclose the line hereof. There shall be allowed and included as distinue" "she has deserted to safe all expenditures and expense which may be paid or incurred by or on behalf of Mortgager for altoriness? See, appraisers fees, such as such as the expense of the seasons and expenses which may be paid or of the contrained of the standard of the seasons and expenses which may be paid or of the seasons and expenses which may be paid or of the seasons of the seasons of the material of the seasons of the material standard as no terms to be expensely and expenses of the nature in this bidders at any safe which may be had pursuant to such devere the fine condition of the value of the premiers. All expenditures and expenses of the nature in this bidders at any safe which may be had pursuant to such devere the fine condition of the value of the premiers. All expenditures and expenses of the nature in this bidders at any safe which may be had pursuant to such devere the fine condition of the title of the value of the premiers. All expenditures and expenses of the nature in this bidders at any safe which may be had pursuant to such devere the fine condition of the title of the value of the premiers.

paragraph mentioned shall become we much additional indebtedness secured better and "amediately due and payable with interest therein at the rate of rime + 3 per P+3

P+3

cent ( )) per annum, when paid ut incurred by Mottgagee in connection. (ii) (i) any proceeding, including probate and bankruptcy perceedings, to which appears that he a parts, either as plaintiff, claimant of defendant, he reason of this Mor cage or any indebtedness hereby westerd, or (b) preparations for the defens of any threatened soft or proceeding which might affect the premises or the security hereof whether or and actually commenced, or (c) preparations for the commencement of any soft the torroboute hereof after actual of such right to forechow whether or not actually, commenced, or (c) preparations for the commencement of any soft the torroboute hereof after actual of such right to forechow whether or not actually, commenced.

any unit for the forechouse hereof after account of such right to forechose whether or not actually of moreoed.

10 The proceed of any interchouse sale of the premises shall be distributed and applied in Co-dimensional or provided in the previous proceedings including all such items as are mentioned in the previous, paragraph Seried section, all other terms which under the terms hereof constitute secured indebtedness additional to that evidenced by the Note with interest thereon as hereof count, all other terms which under the terms hereof contitued secured indebtedness additional to that evidenced by the Note with interest thereon as hereon count, and the neight in Mortgagor to successful or assignment may be made either before or after sale, without notice, without retire signal is the new value of the premises of the third which previously the first state of the premises of the Notice of the Premises of the Notice of the Premises of the Notice of the Premises of the Premises during the Premises of the Premises which may be necessary or are usual in such cases for the prise, the notice of the Premises of the Premises which may be necessary or are usual in such cases for the present including mainance and repairs, purchasion, control management and operation of the premises which may be necessary or are usual in such cases for the present which may be necessary or are usual in such cases for the present which may be necessary or are usual in such cases for the premise of the premises of the premise of the premises of the pr

application is made prior to foreclinate sale. (2) the deficiency in case of a sale and deficiency to recome superior to the 1-n hereof or of such decree, provided such 12. The Mortgagor will not a any time mixed upon, or plead, or in any tenines whatevery claim or take any benefit in themselved, in what is not committed, and is not committed in any exemption from execution or sale of the premises of any part thereof, wherever enseled, how or a take time hereafter entor ed, which may affect the terms and covernants of the Preformance of this Mortgagy, not claim, take, or mixed upon any benefit or advantage of any law now or better term increproceding for the valuation of appraisal of the preformance of this Mortgagy, not claim, take, or mixed upon any benefit or advantage of any law now or better terms and to the decree, judgment, or order of any court of competent particulation, and the Mortgagor hereby expressly waives all benefit or advantage of any nucleus or laws, and one and the mortgagor of the execution of every power of the galaxies of the mortgagor property matchaled upon any foreclosure hereof the mortgagod property matchaled upon any foreclosure hereof.

13. No action for the enforcement of the lien or of any provision hereof shall be subject to any defense which would not be good and available to the party interposing in an action at law upon the Note.

14. In case the premises, or any part thereot, shall be taken by condemnation, the Mortgagee is hereby empowered to collect and receive all connectation which may be paid for any property taken or for damages to any property not taken and all condemnation compensation for received shall be forthwith applied by the Mortgagee as it elect, to the immediate reduction of the indebtedness secured hereby, or to the repair and restoration of any competty or damaged, provided that any excess over the unit of the indebtedness shall be Jelivered to the Mortgagor or its successor or assigns.

be paid for any property taken at for damages to any property not make and untimentation and any received managed, provided that any excess over the amount of the indebtedness secured to the Mortgagor or its successor of asygns.

15. All assils, rents, stunes and profits of the premises are pelaged, assigned and transferred to the Mortgagee, whether now due or hereafter to become due, under or by sittle of any lease or agreement for the use or occupancy of said premises, or any part thereof, whether said lease or agreement is written or werbal, and it is the intention hereoff (a) to pledge said rents, issues and profits or a partly with said real estate and not secondaryly and use by ledge 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 hedror or after foreclosure sale, to enter upon and take possession of, manage, maintain and operate sand permises, or any part thereof, make classes for terms deemed advantageous to it, terminate or modify existing or future leases, collect said avails, rents, takes and agreements and all the avails thereunder, together with the right in case of default, either the repair of modify existing or future leases, collect said avails, rents, takes and profits, regardless of when earned, and use such measures whether legal or equitable as it may deem proper to entitors, collection thereof, employ renting agents or when a face or indepted and assistance and on the received as it may deem proper to entitive collection of the programment therefor or modify existing or future leases, collect said avails, rents, takes and spread advantable, and in general exercise and on the income hereafters by buildings and extension of modifications are received to a suppose and the propose hereon state of the rise of the rent sevent of the suppose programment of the programment of the programment of the progra

17. A resource and said premises shall be made by the Mortgagee to the Mortgagor on full payment of the indebtedness aforesaid, the performance of the covenents and agreements herein made by the Mortgagor, and the payment of the reasonable fees of said Mortgagee.

18. This Miritage and all provisions hereof, shall extend to and he binding upon Mortgagor and all gersons claiming under or through Mortgagor, and the word agor? When used interns shall include all such persons and all persons liable for the payment of the indebtedness or any part thereof, whether or not such persons the beautiful the Note or this Mortgage.

## **UNOFFICIAL COPY**

\* 9 \* 9 4 9 4 5

## EXHIBIT "A" - LEGAL DESCRIPTION

Lots 56 and 57 and 58 feet North of and adjoining said Lots 56 and 57 in John W. Waughop's Subdivision of Block 27 in Canal Trustees Subdivision of Section 7, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

## AT CO

Lots 58 and 59 together with that part of vacated Hubbard Street. Pyrio between the East line of Lot 58 and the West line of Lot 59 extended to the South line of Hubbard Street. (Now Austin Avenue) as now laid out in Block 27 in Canal Trustee's Subdivision of Section 7, Township 39 North, Range 14 East of the Third Principal Meridian, in Cook county, Illinois.