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## M O R T G A G E

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THIS INDENTURE, made as of this 22nd day of December, 1988, between STEEL CITY NATIONAL BANK u/t/a # 3064, dated November 21, 1988, 3030 East 92nd Street, Chicago, Illinois 60617 (herein referred to as "Mortgagor[s]"), and SOUTH CHICAGO SAVINGS BANK, 9200 South Commercial Avenue, Chicago, Illinois 60617 (hereinafter referred to as "Mortgagee").

### W I T N E S S E T H:

MORTGAGOR(S) owes MORTGAGEE the principal sum of TWO HUNDRED TWENTY-FIVE THOUSAND and NO/100 DOLLARS (\$225,000.00). This debt is evidenced by Mortgagor(s) Note dated the same date as this Security Instrument, which provides for monthly payments of TWO THOUSAND SIX HUNDRED SIXTY-FOUR and 29/100 DOLLARS (\$2,664.29), commencing on March 15, 1988, and TWO THOUSAND SIX HUNDRED SIXTY-FOUR and 29/100 DOLLARS (\$2,664.29) on the first day of each month thereafter until the final payment is due (balloon payment) on the 15th day of February, 1994, if not paid in full sooner.

NOW THEREFORE, the Mortgagor(s) to secure the payment of said principal sum of money and said interest in accordance with the terms, provisions and limitations of this Mortgage, and the performance of the covenants and agreements herein contained, by the Mortgagor(s) to be performed, and also in consideration of the sum of ONE DOLLAR (\$1.00) in hand paid, the receipt whereof is hereby acknowledged does by these presents CONVEY and WARRANT unto the Mortgagee, and the Mortgagee's successors and assigns, the following described real estate and all of its estate, right, title and interest therein, situate,

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lying and being in the County of Cook and State of Illinois, and legally described as follows:

LOTS 27, 28, 29 AND 30 IN BLOCK 70 IN SOUTH CHICAGO SUBDIVISION BY CALUMET AND CHICAGO CANAL AND DOCK COMPANY IN THE EAST 1/2 OF THE WEST 1/2 AND PARTS OF THE EAST FRACTIONAL 1/2 OF FRACTIONAL SECTION 6 NORTH OF THE INDIAN BOUNDARY LINE AND THAT PART OF FRACTIONAL SECTION 6 SOUTH OF THE INDIAN BOUNDARY LINE LYING NORTH OF MICHIGAN SOUTHERN RAILROAD AND FRACTIONAL SECTION 5 NORTH OF THE INDIAN BOUNDARY LINE IN TOWNSHIP 37 NORTH, RANGE 15 EAST IN COOK COUNTY, ILLINOIS

Commonly known as: 3010-18 East 92nd Street Chicago, IL 60617  
 Permanent Index Tax Number: 26-06-403-030  
 26-06-403-031

TOGETHER with all improvements, tenements, easements, fixtures, and appurtenances thereto belonging, and all rents, issues and profits thereof for so long and during all such times as Mortgagor(s) may be entitled thereto (which are pledged primarily on a parity with said real estate and not secondarily) and all apparatus, equipment or articles now or hereafter therein or thereon used to supply heat, gas, air conditioning, water, light, power, refrigeration (whether single units or centrally controlled), and general ventilation, including (without restricting the foregoing), screens, window shades, storm doors and windows, floor coverings, awnings, stoves and water heaters. All of the foregoing are declared to be a part of said real estate whether physically attached thereto or not, and it is agreed that all similar apparatus, equipment or articles hereafter placed in the premises by the Mortgagor(s) or its successors or assigns shall be considered as constituting part of the real estate.

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4. Mortgagor(s) shall keep all buildings and improvements now or hereafter situated on said premises insured against loss or damage by fire, lightning and windstorm under insurance policies providing for payment by the insurance companies of sums sufficient either to

Note.

3. The Mortgagor(s) shall have such privilege of making prepayments on the principal of said Note (in addition to the required payments) as is provided in said

receipts therefor. upon written request, furnish to the Mortgagee duplicate and other charges against the premises when due, and shall

2. Mortgagor(s) shall pay, before any penalty attaches, all general taxes, and shall pay special taxes, special assessments, water charges, sewer service charges,

Mortgagee; and (d) make no material alterations except as required by applicable law. evidence of the discharge of such prior lien to the

the lien hereof, and upon request exhibit satisfactory secured by a lien or charge on the premises superior to hereof; (c) pay when due any indebtedness which may be

claims for lien not expressly subordinated to the lien without waste, and free from mechanic's or other liens or (b) keep said premises in good condition and repair,

on the premises which may become damaged or be destroyed; or rebuild any buildings or improvements now or hereafter fully paid Mortgagor(s) shall (a) promptly repair, restore

1. Unless the underlying Note obligation is forth. forever, for the purposes, and upon the uses herein set

Mortgagee, and the Mortgagee's successors and assigns, TO HAVE AND TO HOLD the premises unto the

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pay the cost of replacing or repairing the same or to pay in full the indebtedness secured thereby, all under insurance policies payable, in case of loss or damage, to Mortgagee, to the extent of the outstanding loan balance such rights to be evidenced by the standard mortgage clause to be attached to each policy, and shall, upon Mortgagee's written request, deliver all policies, including additional and renewal policies to the Mortgagee, and in case of insurance about to expire, shall, upon Mortgagee's written request, deliver renewal policies not less than ten (10) days prior to the respective dates of expiration. All policies are to be issued by companies rated by Best as A or better.

4(a). In case of default therein, Mortgagee may, upon thirty (30) days notice to Mortgagee(s), but need not, make any payment or perform any act hereinafore required of Mortgagee(s) in any form and manner deemed expedient, to protect the premises and may, but need not, make full or partial payments of principal or interest on prior encumbrances, if any, and purchase, discharge, compromise or settle any tax lien or other prior lien or title or claim thereof, or redeem from any tax, sale or forfeiture affecting said premises or contest any tax or assessment.

All moneys paid for any of the purposes herein authorized and all expenses paid or incurred in connection therewith, including reasonable attorneys' fees and any other moneys advanced by Mortgagee to protect the mortgaged premises and the lien hereof, shall be so much additional indebtedness secured hereby and shall become immediately due and payable and with interest thereon at the rate of prime rate plus one and one-half percent

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Mortgagee, shall have the right to foreclose the lien become due whether by acceleration or otherwise,

6. When the indebtedness hereby secured shall

and diligently pursues such cure.

within said thirty (30) day period to cure such default

Default shall have occurred if Mortgagor(s) commences

cured within such thirty (30) day period, no Event of

provided, however, that if any such default cannot be

other agreement of the Mortgagor(s) herein contained,

after written notice thereof, in the performance of any

(b) default shall occur and continue for thirty (30) days

have occurred: (a) an Event of Default under the Note; or

payable when any of the following Events of Default shall

or in this Mortgage to the contrary, become due and

this Mortgage shall, notwithstanding anything in the Note

option of the Mortgagee all unpaid indebtedness secured by

interest, when due according to the terms hereof. At the

indebtedness herein mentioned, both principal and

5. Mortgagor(s) shall pay each item of

lien or title or claim thereof.

validity of any tax, assessment, sale, forfeiture, tax

accuracy of such bill, statement or estimate or into the

the appropriate public office without inquiry into the

according to any bill, statement or estimate procured from

authorized relating to taxes or assessments, may do so

4(b). The Mortgagee making any payment hereby

Mortgagor(s).

account of any default hereunder on the part of the

as a waiver of any right accruing to the Mortgagee on

Rate"). Inaction of Mortgagee shall never be considered

time of Continental Illinois National Bank (the "Default

(1-1/2%), prime rate being the prime rate from time to

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hereof. In any suit to foreclose the lien hereof, there shall be allowed and included as additional indebtedness in the decree for sale all reasonable expenditures and expenses which may be reasonably paid or incurred by or on behalf of Mortgagee for attorneys' fees, appraiser's fees, outlays for documentary and expert evidence, stenographer's charges, publication costs and costs (which may be estimated as to items to be expended after entry of the decree) or procuring all such abstracts of title, title searches, and examinations, title insurance policies, liens certificates, and similar data and assurances with respect to title as may be reasonably 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 to or the value of the premises. All expenditures and expenses of the nature of this paragraph mentioned shall become so much additional indebtedness secured hereby and immediately due and payable, with interest thereon at the Default Rate when 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 by any third party which might affect the premises or the security hereof whether or not actually commenced.

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7. The proceeds of any foreclosure sale of the premises shall be distributed and applied in the following order of priority: First, on account of all costs and expenses incident 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 Mortgagor(s), its successors or assigns, as their rights may appear.

8. 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 of said premises. Such appointment may be made either before or after sale, without notice, without regard to the solvency or insolvency of Mortgagor(s) at the time of application for such receiver and without regard to the then 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 the power to collect the rents, issues and profits of said 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 Mortgagor(s), 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 for the protection, possession, control,

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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 his hands in payment in whole or in part of (a) 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; (b) the deficiency in case of a sale and deficiency.

9. The Mortgagee shall have the right to inspect the premises at all reasonable times during normal business hours and access thereto shall be permitted for that purpose upon reasonable notice to Mortgagors.

10. If the payment of said indebtedness or any part thereof be extended or varied or if any part of the security be released, all persons now or at any time hereafter liable therefor, or interested in said premises, shall be held to assent to such extension, variation or release, and their liability and the lien and all provisions hereof shall continue in full force, the right of recourse against all such persons being expressly reserved by the Mortgagee, notwithstanding such extension, variation or release.

11. Mortgagee shall release this Mortgage and lien thereof by proper instrument upon payment and discharge of all indebtedness secured hereby, without cost to Mortgagor(s).

12. This Mortgage and all provisions hereof shall extend to and be binding upon Mortgagor(s) and all persons claiming under or through Mortgagor(s) and the word "Mortgagor(s)" when used herein shall include all such

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persons and all persons liable for the payment of the indebtedness or any part thereof, whether or not such persons shall have executed the Note or this Mortgage. The word "Mortgagee" when used herein shall include the successors and assigns of the Mortgagee named herein and the holder or holders, from time to time, of the Note secured hereby.

13. Notwithstanding anything contained herein to the contrary, Mortgagor(s) may contest the validity and/or amount of any lien, encumbrance, general tax, special tax, special assessment, water charge, sewer charge, mechanics or materialman's lien or any other charge against the premises, without first paying such charge, provided that such contest is diligently pursued.

14. Any notice or other communication with respect to this Mortgage shall be in writing and shall be deemed to have been given when delivered personally or when deposited in the United States Mail, registered or certified, return receipt requested, and with proper postage prepaid addressed as follows:

(a) If to the Mortgagor(s):

Steel City National Bank u/t/a  
# 3064, dated 11/21/88  
3030 East 92nd Street  
Chicago, Illinois 60617

(b) If to the Mortgagee:

South Chicago Savings Bank  
9200 South Commercial Avenue  
Chicago, Illinois 60617

or such other address as either party may specify for itself by written notice as provided herein.

15. Whenever possible, each provision of this Mortgage shall be interpreted in such manner as to be effective and valid under applicable law, but if any

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provision of this Mortgage or the application thereof to any party or circumstance shall be prohibited by or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or any other provision of this Mortgage or the application of such provision to other parties or circumstances.

16. This Mortgage is being executed and delivered in the State of Illinois, and the validity, construction and enforceability of this Mortgage shall be governed in all respects by the laws of the State of Illinois.

IN WITNESS WHEREOF, the Mortgagor(s) has (have) hereunto set its (their) hand(s) and seal(s) as of the day and year first above written.

*[Signature]*  
TRUST OFFICER  
STEEL CITY NATIONAL BANK u/t/a #3064,  
dated November 21, 1988

STATE OF ILLINOIS )  
                          ) SS  
COUNTY OF C O O K )

I, the undersigned, a Notary Public in and for said county and state, do hereby certify that STEEL CITY NATINAL BANK u/t/s # 3064, dated 11/21/88, personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that they signed and delivered said instrument as their free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal, this 27th day of December, 1988.

*[Signature]*  
Notary Public

*mail d*  
This instrument prepared by:  
WILLIAM F. CARMODY  
9204 South Commercial Avenue  
Chicago, Illinois 60617

*Bnl 339*

"OFFICIAL SEAL"  
CARMEN ANAYA  
NOTARY PUBLIC, COUNTY OF  
COOK, STATE OF ILLINOIS  
MY COMMISSION EXPIRES 9/20/89

This instrument is executed by THE STEEL CITY NATIONAL BANK OF CHICAGO not personally but solely as Trustee, as aforesaid. All the covenants and conditions to be performed hereunder by THE STEEL CITY NATIONAL BANK OF CHICAGO are not binding on the society as Trustee, as aforesaid and not individually, and no personal liability shall be asserted or be enforceable against THE STEEL CITY NATIONAL BANK OF CHICAGO by reason of any of the covenants, statements, representations or warranties contained in this instrument.

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