

UNOFFICIAL COPY 89010113

MORTGAGE

PIONEER BANK & TRUST COMPANY
as Trustee u/t/a dated 10-31-77
and known as Trust Number

This Mortgage made this 5th day of January, 19 89 between 20794 (herein the "Mortgagor") and American Mortgage and Real Estate Services, Inc.

an Illinois ~~XXXXXX~~ Corporation and its successors and assigns (hereinafter the "Mortgagee")

RECITALS

WHEREAS, Mortgagor is indebted to Mortgagee in the sum of Forty-Three Thousand Two Hundred Forty-Four and 40/100ths

(\$ 43,244.40) Dollars including interest thereon as evidenced by a Promissory Note of even date herewith made by Mortgagor (the "Note") and payable in accordance with the terms and conditions stated therein;

NOW, THEREFORE, Mortgagor, in consideration of the aforesaid sum and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, to secure payment thereof and of all other sums required by the terms of said Note or of this Mortgage to be paid by Mortgagor and to secure the performance of the terms, covenants and conditions herein or in the Note contained and to secure the prompt payment of any sums due under any renewal, extension or change in said Note or of any Note given in substitution thereof, which renewal, extension, change, or substitution shall not impair in any manner the validity or priority of this Mortgage does hereby grant, convey, warrant, sell and assign to Mortgagee, its successors and assigns all

of the following real estate situated in Cook County, Illinois, to wit:

LOT 17 IN BLOCK 18 IN SIMON'S RESUBDIVISION OF BLOCKS 18 AND 19 IN E. SIMONS SUBDIVISION OF THE SOUTHEAST 1/4 OF SECTION 35, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PIN: 13-35-412-030

C/K/A 1718 NORTH DRAKE, CHICAGO, ILLINOIS 60647.

DEPT-01 \$13.25
753333 TRAN 0713 01/09/89 12:02:00
#6265 # C *-89-010113
COOK COUNTY RECORDER

89010113

Together with all improvements, tenements, hereditaments, easements, and appurtenances thereunto belonging or pertaining, and all equipment and fixtures now or hereafter situated thereon or used in connection therewith, whether or not physically attached thereto.
To have and to hold the premises unto Mortgagee, its successors and assigns forever, for the purposes and 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 Mortgagor does hereby expressly release and waive

See Reverse Side for Additional Covenants

1325

RECORD DATA 32020986

89010113

Mortgage

TO

Dated,

19

REGISTRY OF DEEDS

for

County

Received

at _____ 19

o'clock _____ minutes

Recorded in Vol. _____ Page _____

Attest:

Register of Deeds

From the Office of

Return to:

3601 Woodview Terrace
Ludwigsport, IN 46268

31101068

THIS INSTRUMENT PREPARED BY
AND MAIL TO:

Dominic J. Mancini
19 W. Chicago Ave.
Hinsdale, IL 60521

Dominic J. Mancini
133 Fuller Road
Hinsdale, IL 60521



Property of Cook County Clerk's Office

AND MADE A PART HEREOF BY

X SIGNATURE RIDER ATTACHED HERETO

Number 20/94

u/c/a dated 10-31-77 and known as Trust

PIONEER BANK AND TRUST COMPANY, as Trustee

IN WITNESS WHEREOF, the Mortgagee, has hereunto set his hand and seal the day and year first above written.

16. Upon full payment of all sums secured hereby, Mortgagee shall execute and deliver to Mortgagor a release of this mortgage.

15. Any notice required or permitted by the provisions of this mortgage, or by law, shall be sufficiently given if sent by certified mail, first class postage prepaid to the address of the respective parties set forth below.

14. No remedy or right of Mortgagee shall be exclusive, but shall be in addition to every other right or remedy herein conferred or now or hereafter existing by law. Each and every right, power and remedy may be exercised or enforced currently. No delay in any exercise of any Mortgagee's rights hereunder shall preclude the subsequent exercise thereof so long as Mortgagee is in default hereunder and no waiver by Mortgagee of any default of Mortgagor shall operate as a waiver of subsequent defaults. Time is of the essence of this mortgage.

13. Every maker or other person liable upon the Note secured hereby shall remain primarily bound (jointly and severally) more than one until said Note is fully paid, notwithstanding any sale or transfer of the mortgaged property. This instrument shall inure to the benefit of and bind the respective heirs, successors and assigns of the parties. Whenever used, the singular number shall include the plural and the plural, the singular, and all persons liable for the payment of the indebtedness or any part thereof, whether or not such person shall have executed the Note or the use of any gender shall be applicable to all genders. The word Mortgagor shall include all persons claiming under or through Mortgagor and all persons liable for the payment of the indebtedness or any part thereof, whether or not such person shall have executed the Note or

12. In the event of any foreclosure of this mortgage, the Mortgagor shall pay all costs and attorney's fees which may be incurred by Mortgagee therein or in connection with any proceeding to which Mortgagee may be a party by reason of this mortgage. Mortgagor will pay Mortgagee, in addition to other costs, a reasonable fee for the evidence prior to and after the filing or foreclosure and the preparation of such foreclosure, together with all other and further expenses of foreclosure and sale, including expenses of upkeeping and repair made in order to place the same in a condition to be sold in position of liens or claims against the property and expenses of upkeeping and repair made in order to place the same in a condition to be sold.

11. In the event of any foreclosure of this mortgage, the Mortgagor shall pay all costs and attorney's fees which may be incurred by Mortgagee therein or in connection with any proceeding to which Mortgagee may be a party by reason of this mortgage. Mortgagor will pay Mortgagee, in addition to other costs, a reasonable fee for the evidence prior to and after the filing or foreclosure and the preparation of such foreclosure, together with all other and further expenses of foreclosure and sale, including expenses of upkeeping and repair made in order to place the same in a condition to be sold.

10. In the event of a default by Mortgagor in the performance of any agreement of Mortgagee hereunder or under any other instrument given as security in connection with this transaction or in the Note, or if there is a default in any prior mortgage affecting the premises for a period of thirty (30) days, or if there is an advance to Mortgagor under the terms of any prior open-end mortgage without the written consent of Mortgagee, or if Mortgagor and I become bankrupt or insolvent, or file a petition in bankruptcy or a voluntary petition to reorganize or to effect a plan or other arrangement with creditors or make an assignment for the benefit of creditors or have a receiver appointed or should the mortgaged premises or any part thereof be attached, levied upon or seized, or if any of the representations, warranties or statements of Mortgagor herein contained be incorrect or if the Mortgagor shall abandon the mortgaged property, or sell or attempt to sell all or any part of the same, then and in any of such events, at Mortgagee's option, the whole amount hereby secured shall become immediately due and payable without notice or demand and this mortgage may be foreclosed accordingly. If Mortgagor should abandon the mortgaged property, Mortgagor may take immediate possession thereof with or without foreclosure.

9. In the event of loss or damage to the mortgaged property, the proceeds of any insurance shall be paid to the Mortgagee. All monies received in respect of the mortgaged property by Mortgagee (a) from any policy of insurance, (b) from awards or damages in connection with any taking or injury of the mortgaged property for public use, (c) from rents and income, may at Mortgagee's option, without notice, be used (i) towards the payment of the indebtedness secured hereby, or any portion thereof, whether or not yet due and payable; (ii) towards reimbursement of all costs, attorney's fees and expenses of Mortgagee in collecting the proceeds of the insurance policies or the awards connected with the taking or injury of the mortgaged property. Any such monies received by Mortgagee not used as aforesaid will be paid over to Mortgagor.

8. Mortgagee hereby assigns and transfers unto Mortgagee, up to the amount of the indebtedness secured hereby, all awards of damages in connection with any taking or injury of the mortgaged property under power of eminent domain or acquisition for public use or quasi-public use, and the proceeds of all awards after the payment of all expenses, including Mortgagee's attorney's fees, shall be paid to Mortgagee and such award.

7. Mortgagee hereby assigns and transfers to Mortgagee all rents and profits due or to become due and all deposits of money as advanced rent, or for security, under all present and future leases or agreements for use or occupancy of the mortgaged premises, including those made by Mortgagee under powers herein granted, hereby absolutely transferring and assigning all such leases and agreements and all awards thereunder to Mortgagee.

6. To execute, acknowledge and deliver any and all instruments upon demand of Mortgagee, as Mortgagee may deem appropriate to perfect, further evidence, protect or facilitate the enforcement of the lien of this Mortgage.

5. To comply promptly with all ordinances, regulations, restrictions which affect the mortgaged property, or its use, and not permit it to be used for any unlawful purposes.

4. To pay, ten (10) days before the same shall become delinquent or a penalty attaches thereto for non-payment, all taxes, assessments and charges of every nature which may be levied, assessed, or charged or imposed on the premises, or any part thereof, and to pay when due any indebtedness which may be secured by a lien or charge on the premises, and, upon request by Mortgagee, to exhibit to Mortgagee satisfactory evidence of the payment and discharge of such lien or claim.

3. To keep the buildings now and hereafter standing on the mortgaged premises and all insurable parts of said real estate insured against loss or damage by fire or other hazards as the Mortgagee may from time to time require, all such insurance to be in forms and companies and in sums satisfactory to Mortgagee. A copy of all insurance policies shall be held by and be payable to Mortgagee as its interest may appear. At least fifteen (15) days before the expiration of each such policy, Mortgagor shall deliver to Mortgagee a copy of a policy to take place of the ones so expiring.

2. To keep the premises in good condition and repair and not to commit or permit waste thereon.

1. To pay, when due, all sums secured hereby.

Mortgagor covenants and agrees:

COVENANTS

89010113

ACKNOWLEDGEMENTS:

UNOFFICIAL COPY

Individuals

State of Illinois, County of _____ ss. _____ I the undersigned, a Notary Public in and for said County, and the State aforesaid, DO HEREBY CERTIFY that _____

IMPRESS
SEAL
HERE

personally known to me to be the same person _____ whose name _____ subscribed in the foregoing instrument, appeared before me this day in person, and acknowledged that _____ h _____ signed, sealed and delivered the said instrument as _____ free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of homestead

Given under my hand and official seal, this _____ day of _____ 19 _____

Commission expires _____ 19 _____ Notary Public

This instrument was prepared by _____ (NAME AND ADDRESS)

AFFIX

Corporate

State of Illinois, County of _____ ss. I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY, that _____ personally known to me to be the _____ President of the _____

IMPRESS
NOTARIAL SEAL
HERE

corporation, and _____ personally known to me to be the _____ Secretary of said corporation, and 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 severally acknowledged that as such _____ President and _____ Secretary, they signed and delivered the said instrument as _____ President and _____ Secretary of said corporation, and caused the corporate seal of said corporation to be affixed thereto pursuant to authority, given by the Board of _____ of said corporation as their free and voluntary act, and as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth

Given under my hand and official seal, this _____ day of _____ 19 _____

Commission expires _____ Notary Public

This instrument was prepared by _____ (NAME AND ADDRESS)

DOCUMENT NUMBER
8113

UNOFFICIAL COPY

This MORTGAGE is executed by the PIONEER BANK & TRUST COMPANY, not personally, but as Trustee under Trust Agreement dated 10-31-77, and known as Trust No. 20974 in the exercise of the power and authority conferred upon and vested in it as such Trustee, and it is expressly understood and agreed that nothing herein or in said principal note or obligation contained shall be construed as creating any liability on the said mortgagor, or on the PIONEER BANK & TRUST COMPANY, personally to pay the said obligation or any interest that may accrue thereon, or any indebtedness accruing hereunder, or to perform any covenant either express or implied herein or in said obligation contained, all such liability, if any, being expressly waived by said mortgage and by every person now or hereafter claiming any right or security thereunder.

IN WITNESS WHEREOF, the PIONEER BANK & TRUST COMPANY, not personally, but, as Trustee as aforesaid, has caused these presents to be signed by its Vice President/Trust Officer and its corporate seal to be hereunto affixed and attested by its Assistant Secretary, this 5th day of January, A.D., 19 89.

PIONEER BANK & TRUST COMPANY

By: [Signature]
Vice President/Trust Officer

Attest: [Signature]
Assistant Secretary

STATE OF ILLINOIS)
) ss
COUNTY OF COOK)

I, the undersigned, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY that the above named Vice President/Trust Officer of the PIONEER BANK & TRUST COMPANY, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Vice President/Trust Officer and Assistant 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 Corporation for the uses and purposes therein set forth; and the said Assistant Secretary then and there acknowledged that said Assistant Secretary, as custodian of the corporate seal of said Corporation, caused the corporate seal of said Corporation to be affixed to said instrument as said Assistant Secretary's own free and voluntary act and as the free and voluntary act of said Corporation for the uses and purposes therein set forth.

89010113

Given under my hand and Notarial Seal this 5th day of January, 19 89.

[Signature]
Notary Public

