

MAIL TO
FIRST FEDERAL SAVINGS & LOAN
ASSOCIATION OF WESTCHESTER
2121 S. MANHELA RD.
WESTCHESTER, IL 60153

UNOFFICIAL COPY

THIS INSTRUMENT WAS PREPARED BY
Edward A. Motega, Attorney at Law
2121 Mannheim Road
Westchester, Illinois 60153

MORTGAGE

Loan No. 9742-83

rd

THIS INDENTURE WITNESSETH: That the undersigned

Northern States Trust Company f/k/a Antioch Trust Company

a corporation organized and existing under the laws of the State of Illinois, not personally but as Trustee under the provisions of a Deed or Deeds in trust duly recorded and delivered to the undersigned in pursuance of a Trust Agreement dated March 14, 1984, and known as trust number 10-321, hereinafter referred to as the Mortgagor, does hereby Mortgage and ~~Warrant to~~ ^{CONVEY}

FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION OF WESTCHESTER

a corporation organized and existing under the laws of the United States of America, hereinafter referred to as the Mortgagee, the following real estate, situated in the County of Cook in the State of Illinois, to wit:

Lot 293 in Weathersfield Unit 3, being a subdivision of Sections 20 and 21, Township 41 North, Range 10, East of the Third Principal Meridian, according to the Plat thereof recorded April 11, 1961 as Document No. 18132630 in the Recorder's Office of Cook County, Illinois.

Permanent Index No. 07-20-410-014

Commonly known as: 130 Weathersfield Way
Schaumburg, IL 60193

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 thereon 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 easements and the rents, issues and profits of said premises which are hereby pledged, assigned, transferred and set over unto the Mortgagee, 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 is now or may be hereafter existing or which may be made by the Mortgagee 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 Mortgagee of all such leases and agreements and all the avails 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 leases for terms deemed advantageous to it, terminate or modify existing or future leases, collect said avails, 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 lien is 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 attorneys' 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 Mortgagee, in its sole discretion, feels there is no substantial uncorrected default in performance of the Mortgagor's agreements herein, the Mortgagee, on satisfactory evidence thereof, shall relinquish possession and pay to Mortgagor any surplus income in its hands. The possession of Mortgagee may continue until all indebtedness secured hereby is paid in full or until the delivery of a Master'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. Mortgagee 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. Mortgagee shall have all powers, if any, which it might have had without this paragraph. No suit shall be sustainable against Mortgagee based upon acts or omissions relating to the subject matter of this paragraph unless commenced within sixty days after Mortgagee's possession ceases.

TO HAVE AND TO HOLD the said property with said buildings, improvements, fixtures, appurtenances, apparatus and equipment unto said Mortgagee 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 the payment of a certain indebtedness from the Mortgagor to the Mortgagee evidenced by a note made by the Mortgagor in favor of the Mortgagee, bearing even date herewith, in the sum of Twenty Five Thousand and No/00 Dollars (\$ 25,000.00), which note together with interest thereon as provided by said note, is payable in monthly installments of Three Hundred Sixty Five and 94/00 DOLLARS (\$ 365.94) on the first day of each month, commencing with February 1, 1989 until the entire sum is paid.

To secure performance of the other agreements in said note, which are hereby incorporated herein and made a part hereof, and which provide, among other things, for an additional monthly payment of one-twelfth (1/12th) of the estimated annual taxes, assessments, insurance premiums and other charges upon the mortgaged premises. And to secure possible future advances as hereinafter provided and to secure the performance of the Mortgagor's covenants herein contained.

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UNOFFICIAL COPY

Box.....

MORTGAGE

to

Property of Cook County Clerk's Office

MAIL TO:
FEDERAL SAVINGS & LOAN
ASSOCIATION OF WESTCHESTER

2121 S. MANNHEIM, ILL.
WESTCHESTER, IL 60153

Loan No.

88875089

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Torrens certificates and similar data and assurances with respect to title as Mortgagee may reasonably deem necessary either to prosecute such suit or to evidence to bidders at any sale held pursuant to such decree the true title to or value of said premises; all of which aforesaid amounts together with interest as herein provided shall be immediately due and payable by the Mortgagor in connection with (a) any proceeding, including probate or bankruptcy proceedings to which either party hereto shall be a party by reason of this mortgage or the note hereby secured; or (b) preparations 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) preparations 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 with interest due and payable by the terms hereof or not and the interest due thereon up to the time of such sale, and the overplus, if any, shall be paid to the Mortgagor, and the purchaser shall not be obliged to see to the application of the purchase money.

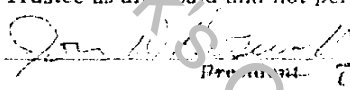
(6) That each right, power and remedy herein conferred upon the Mortgagee is cumulative of every other right or remedy of the Mortgagee, whether herein or by law conferred, and may be enforced concurrently therewith; that no waiver by the Mortgagee of performance of any covenant herein or in said obligation contained shall thereafter in any manner affect the right of the Mortgagee 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 all the binding upon the respective heirs, executors, administrators, successors and assigns of the Mortgagor and the successors and assigns of the Mortgagee; and that the powers herein mentioned may be exercised as often as occasion therefor arises.

(7) This mortgage is executed by Northern States Trust Company f/k/a Antioch Trust Company not personally but as Trustee as aforesaid in the exercise of the power and authority conferred upon and vested in it by such Trustee (and said Northern States Trust Company f/k/a Antioch Trust Company 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 said Northern States Trust Co. f/k/a Antioch Trust Company either individually or as Trustee aforesaid 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 the Mortgagee and by every person now or hereafter claiming any right or security hereunder, and that so long as Northern States Trust Company f/k/a Antioch Trust Company, either individually or as Trustee aforesaid, or 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 instrument herein and in said note provided or by action to enforce the personal liability of the guarantor, if any.

This MORTGAGE is specifically made subject to the terms and provisions of the attached Rider which by this reference is made a part hereof.

IN WITNESS WHEREOF, Northern States Trust Company f/k/a Antioch Trust Company not personally but as Trustee as aforesaid, has caused these presents to be signed by its Trust Officer, President, and its corporate seal to be hereunto affixed and attested by its ~~President~~ Secretary, this 12th day of January, A. D. 1989.

ATTEST:

Secretary ~~PRESIDENT~~

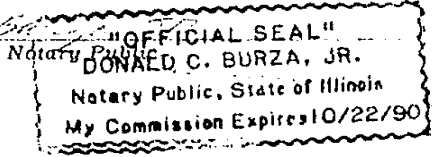
Northern States Trust Company f/k/a Antioch Trust Company
As Trustee as aforesaid and not personally
By  Trust Officer

STATE OF ILLINOIS }
COUNTY OF LAKE } SS.

I, _____ a Notary Public, in and for said County, in the state aforesaid, DO HEREBY CERTIFY, THAT JON W. BOSWELL Trust Officer, President of Northern States Trust Company f/k/a Antioch Trust Company, and PAUL Y. PAVESCI ~~President~~ Secretary of said corporation, who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Trust Officer, President, and ~~President~~ 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, as Trustee as aforesaid, for the uses and purposes therein set forth; and the said ~~President~~ Secretary then and there acknowledged that _____ as custodian of the corporate seal of said corporation, did affix said seal to said instrument as _____ own free and voluntary act and as the free and voluntary act of said corporation, as Trustee as aforesaid, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal, this 14 day of February, A. D. 1989.

My commission expires _____ THIS INSTRUMENT WAS PREPARED BY Edward A. Matuga, Attorney at Law 2121 Mannheim Road Westchester, Illinois 60153

 "OFFICIAL SEAL" DONALD C. BURZA, JR. Notary Public, State of Illinois My Commission Expires 10/22/90

UNOFFICIAL COPY

Loan No. 9742-83rd

Rider for Mortgage from Northern States Trust Company, f/k/a Antioch Trust Company, Trust No. 10-321 dated March 14, 1984 to First Federal Savings and Loan Association of Westchester

If all or any part of the Property or an interest therein is sold or transferred by Mortgagor without Mortgagee's prior written consent, excluding (a) the creation of a lien or encumbrance subordinate to this Mortgage, (b) the creation of a purchase-money security interest for household appliances, (c) a transfer by devise, descent or by operation of law upon the death of a joint tenant or (d) the grant of any leasehold interest of three years or less not containing an option to purchase, Mortgagee may, at Mortgagee's option, declare all the sums secured by this Mortgage to be immediately due and payable. Mortgagee shall have waived such option to accelerate if, prior to the sale or transfer, Mortgagee and the person to whom the Property is to be sold or transferred reach agreement in writing that the credit of such person is satisfactory to Mortgagee and that the interest payable on the sums secured by this Mortgage shall be at such rate as Mortgagee shall request.

If Mortgagee exercises such option to accelerate, Mortgagee shall mail Mortgagor notice of acceleration in accordance with the terms of this mortgage. Such notice shall provide a period of not less than 30 days from the date the notice is mailed within which Mortgagor may pay the sums declared due. If Mortgagor fails to pay such sums prior to the expiration of such period, Mortgagee may, without further notice or demand on Mortgagor, invoke any remedies permitted by this Mortgage.

An assignment of the beneficial interest of the Trust Agreement to a party other than the Guarantors of the Note secured by this Mortgage shall constitute a transfer of the property and shall be deemed a violation of this Rider.

89057863

IN WITNESS WHEREOF, the Mortgagor, has caused these presents to be signed by its Trust Officer President, and its corporate seal to be hereunto affixed and attested by its SECRETARY Secretary, this 12-11 day of JANUARY A. D. 1989.

Northern States Trust Company f/k/a Antioch Trust Company

ATTEST [Signature]
Secretary ~~SECRETARY~~ PRESIDENT

By [Signature]
President Trust Officer

STATE OF ILLINOIS }
COUNTY OF LAKE } SS

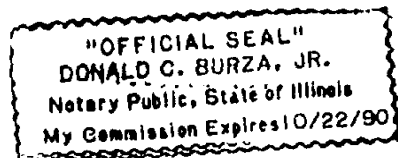
I, _____, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY THAT W. W. BOSWELL Trust Officer, President of Northern States Trust Company f/k/a Antioch Trust Company and PAUL T. PAVELSKI ~~SECRETARY~~ Secretary of said Corporation, who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Trust Officer President, and ~~SECRETARY~~ 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 ~~SECRETARY~~ Secretary then and there acknowledged that HE, as custodian of the corporate seal of said Corporation, did affix said seal to said instrument as HIS own free and voluntary act and as the free and voluntary act of said corporation, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal, this 14 day of JANUARY, A. D. 1989.

[Signature]
Notary Public

My Commission expires: _____

THIS INSTRUMENT WAS PREPARED BY
Edward A. Maluga, Attorney at Law
2121 Mannheim Road
Westchester, Illinois 60109



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MAIL TO:
FIRST FEDERAL SAVINGS & LOAN
ASSOCIATION OF WESTCHESTER
2121 S. MANNHEIM RD.
WESTCHESTER, IL 60154-4398



Property of Cook County Clerk's Office

RECORDING	16.00
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CHECK	16.00
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