891156ROFFICE COPY

Lots 11 and 12 in Block 16 in Cobe and McKinnons 59th Street and WEstern Avenue Subdivision of the South East 1/4 of the North East 1/4 and the North East 1/4 of the South East 1/4 of Section 13, Township 38 North Range 13 East of the Third Principal Meridian, in Cook County, Illinois. Permanent Tax I.D.#19-13-415-023-0000 and 19-13-415-024

THE RIDER ATTACHED HERETO IS EXPRESSLY MADE A PART HEREOF. 1300

Mark 197 bet 197 Carra 1 Mari 13

89115626

PROPERTY ADDRESS 6020 South Western, Chicago, Illinois

Mail to Box 4.4

TOGETHER with all the buildings and improvements now or hereafter erected thereon and all appurtenances, apparatus and fixtures and the reacts, issues and profits thereof, of every name, nature and kind.

TO HAVE AND TO HOLD the said property unto said Mortgagee forever, for the uses and purposes herein set forth, free from all rights and benefits undo, the Homestead Exemption laws of the State of Illinois, which said rights and benefits said Mortgagors do hereby release and waive.

It is the intention hereof to secure the payment of the total indebtedness of the Mortgagors to the Mortgagee within the limits prescribed herein whether the entire amount shall have been advanced to the Mortgagors at the date hereof or at a later date or having been advanced shall have been paid in part and future advances thereafter made. All such future advances so made shall be liens and shall be secured by this mortgage equally and to the same extent as the amount originally advanced on the security of this mortgage, and it is expressly agreed that all such

future advances shall be liens on the property herein described as of the date hereof.

THE MORTGAGORS COVENANT: (1) The term "indebtedness" as herein used shall include all sums owed or agreed to be paid to the Mortgagee by the Mortgagors or their successors in title, either under the terms of said Note as originally executed or as modified and amended by any subsequent Note, or under the terms of this mortgage or any supplement thereto or otherwise; (2) To repay to the Mortgagee the indebtedness secured hereby, whether such sums shall have been paid or advanced at the date hereof or at any time hereafter; (3) To pay when due all taxes and assessments levied against said property or any part thereof, and to deliver receipts therefor to the Mortgagee promptly upon demand; (4) To keep the buildings and improvements situated on said property continually insured against fire and such other hazards, in such amount and with such carrier as the Mortgagee shall approve, with loss payable to the Mortgagee as interest may appear; (5) Neither to commit nor to suffer any strip, waste, impairment or deterioration of the mortgaged premises or any part thereof, and to maintain the mortgaged premises in good condition

IIS DOCUMENT PREPARED.

I: Maleda China
EDZIS PLASA THAN
Wilmotte, II.

39115626

Western, Chciago, Illinois

Samdonal, Inc.

with all app cable rule and regulations of any nation, state or municipality, and neither to use nor to permit the property to be used for any unlawful purpose; (7) To keep the mortgaged premises free from liens superior to the lien of this mortgage, except as aforesaid, and to pay when due any indebtedness which may be secured by lien or charges on the premises superior to the lien hereof; (8) That no sale or conveyance of said property will be made without the prior written consent of the Mortgagee; (9) That time is of the essence of this mortgage and of the Note secured hereby and no waiver of any right or obligation hereunder or of the obligation secured hereby shall at any time thereafter be held to be a waiver of the terms hereof, or of any Note secured hereby, and that the lien of this mortgage shall remain in full force and effect during any postponement or extension of the time of payment of the indebtedness or any part thereof secured hereby; (10) That in the event the ownership of the morgaged premises or any part thereof becomes vested in a person or persons other than the Mortgagors, the Mortgagee may without notice to the Mortgagors deal with such successor or successors in interest with reference to this mortgage and the indebtedness hereby secured in the same manner as with the Mortgagors; (11) That upon the commencement of any foreclosure proceeding hereto the court in which such suit is filed may at any time, either before or after sale and without notice to the Mortgagors, appoint a receiver with power to manage, rent and collect the rents, issues and profits of said premises during the pendency of such foreclosure suit, and statutory period of redemption, and such rents, issues and profits, when collected either before of after any foreclosure sale, may be applied toward the payment of the indebtedness or any dracincy decree, costs, taxes, insurance or other items necessary for the protection and preservation of the property, including the expenses of such receivership; and upon foreclosure and sale of said premises there shall first be paid out of the proceeds of such sale a reasonable sum for plaintin's attorney's fees, and all expenses of advertising, selling and conveying said premises, all came advanced for court costs, any taxes or other liens or assessments, or title costs, master's levs and costs of procuring or completing an abstract of title, title guaranty policy or Torrens Cerificate showing the complete title of said premises, including the foreclosure decree and Cert ficate of Sale; there shall next be paid the indebtedness secured hereby, and finally the overplus, if any, shall be returned to the Mortgagors. The purchaser at said sale shall have no duty to see to the application of the purchase money.

If there be only one morrgagor, all plural words herein referring to Mortgagors shall be construed in the singular.

A.

Service of the servic

3

EDENS PLAZA BANK 3244 W. Lake Avenue Wilmette, Illinois 60091

IN WITNESS WHEREOF the 1/cm 28th day of February	Samdonal, Inc. A.D. 19
STATE OF ILLINOIS) COUNTY OF	ACKNOWLEDGMENT
Atillo Donnez and Kouryen Al person are subscribed to the foregoing acknowledged that they signed, s	said county in the state grows aid do hereby certify that your as officers of Samdon 1). The whose name saily known to me to be the same persons. Whose name so instrument appeared before me this day in person and ealed and delivered the said instrument as without mental and purposes therein set forth, including the release and
Given under my hand and Notarial 1989	Seal this 28th day of February
MAIL	OFFICIAL OF NOTARY Public MARTHA G. JAMES NOTARY PUBLIC STATE OF ILLINOIS MY COMMISSION EXP. JUNE 3, 15-02

Wilmette, Illinois 60091

EDENS PLAZA BANK 3244 W. Lake Avenue

5

UNOFFICIAL COPY

Rider to Junior Mortgage from Samdonal, Inc. to Edens Plaza Bank for property at 6024 South Western Avenue, Chicago, Illinois

The undersigned will not transfer, assign, or in any way hypothecate or attempt to transfer, assign or hypothecate his right, title or interest in the property securing this Note, without first obtaining the written consent of the holder. Upon any transfer assignment or hypothecation of undersigned's right, title or interest to the property, securing the Note, without the previous written consent of holder, the principal balance remaining at the time of such transfer, assignment, or hypothecation shall immediately become due and payable. The acceptance of any payment after such transfer, assignment or hypothecation shall not be construed as a consent of the holder to such assignment, transfer or hypothecation nor shall it effect his right to proceed with such action as the holier shall deem necessary.

"Mortgagor on behalf of himself/herself and each, and every party claiming by or through mortgagor, hereby waives and releases any and all rights of redemption, statutory or otherwise, without prejudice to mortgagee's right to any remedy, legal or equitable which mortgagee may pursue to enforce payment or effect collection of all or any part of the indebtedness secured by this mortgage oud without prejudice to mortgagee's rights to a deficiency judgment or any other appropriate relief in the event of foreclosure of this mortgage."

"The mortgagor(s) hereby waive, release, and relinquish any and all rights incy may have in the homestead estate in the property subject to this mortgage."

UNOFFICIAL COPY

Property of Cook County Clerk's Office

Parrzese