

# UNOFFICIAL COPY

EC104043 (Rogers)

InSalle National Bank as Successor  
to Exchange National Bank of  
Chicago, as Trustee, under Trust

MORTGAGE

5 9 | 1 | 1

This Mortgage made this 15th day of March 19 89 between Agreement Dated December 20, 1972  
and known as Trust not individual  
Number 27373-09 and Centennial Mortgage Co.  
10 (herein the "Mortgagor") and \_\_\_\_\_

\_\_\_\_\_ and its successors and assigns (hereinafter the "Mortgagee")

## RECITALS

83118974

WHEREAS, Mortgagor is indebted to Mortgagee in the sum of Eighty-One Thousand One Hundred Eight & 58/100's

(\$ 81,108.58) 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, ~~assign~~ sell and assign to Mortgagee, its successors and assigns all

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

Lot 59 and 60 in Claude W. Morris Addition to Jeffery Park, being a Subdivision of the North 10 Acres of the South 15 Acres of the East 1/2 of the West 1/2 of the East 1/2 of the North West 1/4 of Section 1, Township 37 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

P.I.N. 25-01-123-001, 25-01-123-002.

c/k/a 8901 S. Constance Ave., Chicago, Illinois 60617

EQUITY TITLE COMPANY & CLERK'S OFFICE

83118974

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

UNOFFICIAL COPY

**Mortgage**

TO

Dated.

19

REGISTRY OF DEEDS

for

County

Received

at \_\_\_\_\_ o'clock \_\_\_\_\_ 19

Recorded in Vol. \_\_\_\_\_ minutes

Attest: \_\_\_\_\_ Page \_\_\_\_\_

Register of Deeds

From the Office of

Return to: XX

XX

Box 419 Beth

42581163

Property of Cook County Clerk's Office



**IN WITNESS WHEREOF, the Mortgagor, the Mortgagee and each of them, has hereunto set his hand and seal the day and year first above written.**

- 1 To pay, when due, all sums secured hereby and to pay when due, all sums secured hereby.
- 2 To keep the premises in good condition and repair and not to commit or permit waste thereon.
- 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 30 days before the expiration of each such policy, Mortgagee shall deliver to Mortgagee a copy of a policy to take place of the ones so expiring.
- 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.
- 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.
- 6 To execute acknowledgment 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.
- 7 Mortgagee hereby assigns and transfers to Mortgagee all rents and profits due and 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 or for Mortgagee under powers herein granted, hereby absolutely transferring and assigning all such leases and agreements and all avails thereunder to Mortgagee.
- 8 Mortgagee hereby assigns and transfers into 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 Mortgagee is hereby authorized, empowered and directed, to execute and deliver valid acquittances and to appeal from any such award.
- 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) under 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) for awards or injury of the mortgaged property for public use, (ii) for the payment of the indebtedness secured hereby or any part thereof, (iii) 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 Mortgagee.
- 10 In the event of a default by Mortgagee in the performance of any agreement of Mortgagee hereunder or under any other instrument given as security in connection with this transaction, provided for herein 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 Mortgagee under the terms of any prior open-end mortgage without the written consent of Mortgagee, or if Mortgagee shall become bankrupt or insolvent, or file a petition in bankruptcy or a voluntary petition to reorganize or to effect a plan or other arrangements 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 Mortgagee herein contained be incorrect or if the Mortgagee should 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 Mortgagee should abandon the mortgaged property, Mortgagee may take immediate possession thereof with or without foreclosure.
- 11 In the event of default in performance of any of Mortgagee's covenants or agreements or covenants contained in Mortgagee may, but need not, make any payment or perform any act herebefore required of Mortgagee in any form and manner deemed expedient and may, but need not, make full payment of principal or interest on prior mortgages, if any, and purchase, exchange, compromise or settle any tax lien or any other lien encumbrance, suit, title or claim, or redeem from any tax sale or foreclosure or otherwise affecting the premises or contest any tax assessments. All monies paid for any of the purposes herein authorized and all expenses paid or incurred in connection therewith, including reasonable attorney's fees in and any other monies advanced by Mortgagee to protect the premises and the lien hereof, shall be so much additional indebtedness secured hereby and shall become immediately due and payable without notice and with interest thereon as provided in the Note secured hereby.
- 12 In the event of any foreclosure of this Mortgage, the Mortgagee 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. Mortgagee will pay Mortgagee, in addition to other costs, a reasonable fee for title 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, fees and payments made by Mortgagee to prevent or remove the imposition of liens or claims against the property and expenses of upkeep and repairs made in order to place the same in a condition to be sold.
- 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 of any part thereof, whether or not such person shall have executed the Note or this mortgage and the use of any gender shall be applicable to all genders. The word Mortgagee shall include all persons claiming under or through Mortgagee and all persons liable for the payment of the indebtedness of any part thereof, whether or not such person shall have executed the Note or this mortgage.
- 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 concurrently. No delay in any exercise of any Mortgagee's rights hereunder shall preclude the subsequent exercise thereof so long as Mortgagee's are in default hereunder and no waiver by Mortgagee of any default of Mortgagee shall operate as a waiver of subsequent defaults. Time is of the essence 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.
- 16 Upon full payment of all sums secured hereby, Mortgagee shall execute and deliver to Mortgagee a release of this mortgage.

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**UNOFFICIAL COPY**

**ACKNOWLEDG**

This Mortgage or Trust Deed in the nature of a mortgage is executed by LA SALLE NATIONAL BANK, not personally but as Trustee under Trust No. 10-27373-09 in the exercise of the power and authority conferred upon and vested in it as such Trustee (and said LA SALLE NATIONAL BANK hereby warrants that it possesses full power and authority to execute the Instrument) and it is expressly understood and agreed that nothing contained herein or in the note, or in any other instrument given to evidence the indebtedness secured hereby shall be construed as creating any liability on the part of said mortgagor or grantor, or on said LA SALLE NATIONAL BANK personally to pay 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 hereby expressly waived by the mortgagee or Trustee under said Trust Deed, the legal owners or holders of the note, and by every person now or hereafter claiming any right or security hereunder; and that so far as the mortgagor or grantor and said LA SALLE NATIONAL BANK personally are concerned, the legal holders of the note and the owner or owners of any indebtedness accruing hereunder shall look solely to the premises hereby mortgaged or conveyed for the payment thereof, by the enforcement of the lien created in the manner herein and in said note provided or by action to enforce the personal liability of the grantor or guarantors, if any. Trustee does not warrant, indemnify, defend title nor is it responsible for any environmental damage.

for said County,

acknowledged

case and waiver

19

Notary Public

State of Illinois, C  
IN  
Given under my h:  
Commission expi  
This instrument w

LA SALLE NATIONAL BANK, Tr/U/Tr  
Number 10-27373-09 & Not Personally

ATTEST: [Signature] ASSISTANT SECRETARY BY: [Signature] ASSISTANT VICE PRESIDENT

STATE OF ILLINOIS )  
) SS  
COUNTY OF COOK

State of Illinois, C  
CERTIFY that  
of the

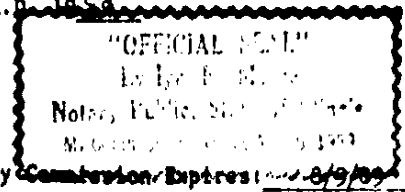
I, EVELYN F. MOORE a Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY THAT CORINNE BAK Assistant Vice President of LA SALLE NATIONAL BANK, and RITA SLIMM WELTER Assistant Secretary of said Bank personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Assistant Vice President and Assistant Secretary respectively, appeared before me this day in person and acknowledged that they signed and delivered said instrument as their own free and voluntary act, and as the free and voluntary act of said Bank, for the uses and purposes therein set forth; and said Assistant Secretary did also then and there acknowledge that he, as custodian of the Corporate Seal of said Bank, did affix said corporate seal of said Bank to said instrument as his own free and voluntary act, and as the free and voluntary act of said Bank for the uses and purposes therein set forth.

id. DO HEREBY  
President  
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Given under my  
Commission expires  
This instrument was

GIVEN under my hand and Notarial Seal this 15<sup>th</sup> day of March, 1984



[Signature]  
Notary Public

63118674

AFFIX

DOCUMENT NUMBER

63118674

DEPT-01 \$14.00  
T#3333 TRAN 5709 03:12:09 14:18:00  
47058 + C \* -89 - 118674  
COOK COUNTY RECORDER

89118674

1A<sup>00</sup>

# UNOFFICIAL COPY

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## ACKNOWLEDGEMENTS:

### 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 \_\_\_\_\_ 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 \_\_\_\_\_

SAMUEL M. EINHORN (NAME AND ADDRESS)  
1500 W. SHURE DR.  
ARLINGTON HEIGHTS, IL 60004

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

59118574

DEPT-01 \$14.00  
T93333 TRAN 5709 03/17/89 14:18:00  
97058 \$ C \*-89-118674  
COOK COUNTY RECORDER

89118674

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UNOFFICIAL COPY

COVENANTS

Mortgagor covenants and agrees:

1. To pay, when due, all sums secured hereby.
2. To keep the premises in good condition and repair and not to commit or permit waste thereon.
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.
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 evidence of the payment and discharge of such lien or claim.
5. To comply promptly with all ordinances, regulations, laws, conditions and restrictions which affect the mortgaged property, or its use, and not permit it to be used for any unlawful purposes.
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.

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Property of Cook County Clerk's Office

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