

89156459

18. This mortgage and all provisions hereof, shall extend to and be binding upon Mortgages and all persons claiming under or through Mortgages, and the word "Mortgages" when used herein shall include all such persons and all persons liable for the payment of the indebtedness of any part hereof, whether or not such persons are named in this mortgage. The word "Mortgages" when used herein shall include the successors and assigns of the Mortgagee and all persons named herein and their heirs, from time to time, of the note secured hereby.

17. Mortgagee shall release this mortgage and lien (hereof) by proper instrument upon payment and discharge of all indebtedness secured hereby and payment of a reasonable fee to Mortgagee for the execution of such release.

16. If the payment of said indebtedness or any part thereof be extended or varied or if any part of the security hereof be lost, destroyed or damaged, or if the Mortgagee shall periodically deposit with the Mortgagee such sums as the Mortgagee may reasonably require for payment of taxes and assessments on the premises, no such deposit shall bear any interest.

15. The Mortgagee shall have the right to inspect the premises at all reasonable times and access thereto shall be permitted for that purpose.

14. No action for the enforcement of the lien or of any provision hereof shall be subject to any defense which would not be good against the party enforcing same in an action at law upon the note hereby secured.

13. 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, and the receiver shall have the same powers and authority as a receiver appointed by the court in which such complaint is filed, and the receiver shall have 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 other period when the Mortgagee, 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 convenient for the protection, possession, management and operation of the premises during the whole or part of said period. The receiver may also be authorized to apply the net income, if any, from the premises in payment of 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; (2) the deficiency in case of a sale and deficiency.

12. 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 liens which under the terms hereof constitute secured indebtedness as mentioned in that evidence by the Mortgagee; third, all principal and interest remaining unpaid on the note; fourth, any overplus to Mortgagee, their heirs, legal representatives or assigns, as their rights may appear.

11. 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, and the receiver shall have the same powers and authority as a receiver appointed by the court in which such complaint is filed, and the receiver shall have 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 other period when the Mortgagee, 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 convenient for the protection, possession, management and operation of the premises during the whole or part of said period. The receiver may also be authorized to apply the net income, if any, from the premises in payment of 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; (2) the deficiency in case of a sale and deficiency.

10. When the indebtedness hereby secured shall become due whether by acceleration or otherwise, Mortgagee shall have the right to foreclose the lien hereof. In any suit to foreclose the lien hereof, there shall be allowed and included as additional indebtedness in the decree for sale all expenditures and expenses which may be paid or incurred by or on behalf of Mortgagee for attorneys' fees, appraisers' fees, outlays for documentary and expert evidence, stenographers' charges, publication costs and costs (which may be estimated as to items to be expended after entry of the decree) of procuring all such abstracts of title, title searches, and examinations, title insurance policies, Torrens certificates, and similar data and assurances with respect to the Mortgagee, may deem to 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 indebtedness secured hereby and expenses of the nature in the paragraph mentioned shall become so much additional indebtedness secured hereby and payable, with interest thereon at the highest rate now permitted by Illinois law, when paid or incurred by Mortgagee in connection with (a) any proceedings, including proceeds 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 which might affect the premises or the security hereof.

9. Mortgagee shall, at the option of the Mortgagee and without notice to Mortgages, all unpaid indebtedness secured by this mortgage shall, notwithstanding anything in the note or in this mortgage to the contrary, become due and payable (a) immediately in the case of default in making payment of any installment of principal or interest on the note; or (b) when default shall occur and continue for three days in the performance of any other agreement of the Mortgagee herein contained.

8. The Mortgagee making any payment hereby authorized including to taxes or assessments, may do so according to any bill, statement or estimate procured from the appropriate public office without inquiry into the accuracy of such bill, statement or estimate or into the validity of any tax, assessment, sale, foreclosure, tax lien or title or claim hereof.

7. In case of default hereof, Mortgagee may, but need not, make any payment or perform any act herebefore required of Mortgages in any form and manner deemed expedient, and may, but need not, make full or partial payment 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 or interest, or redeem from any tax sale or foreclosure affecting said premises or contents any tax or assessment. All moneys paid for any of the purposes herein authorized and all expenses paid or incurred in connection therewith, including attorneys' fees, and any other moneys 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 at the highest rate now permitted by Illinois law. Inaction of Mortgagee shall never be considered as a waiver of any right accruing to the Mortgagee on account of any default hereunder on the part of the Mortgages.

6. Mortgagee shall keep all buildings and improvements now or hereafter situated on said premises insured against loss or damage by fire, lightning and windstorm under policies providing for payment by the insurance companies of moneys sufficient either to pay the cost of replacing or repairing the same or to pay in full the indebtedness secured hereby, all in companies satisfactory to the Mortgagee, and shall deliver all policies, including additional and renewal policies, to the Mortgagee, and in case of insurance about to expire, shall deliver all policies not less than ten days prior to the respective dates of expiration.

5. At such time as the Mortgages are not in default hereunder the terms of the note secured hereby or under the terms of this mortgage, the Mortgages shall have such privilege of making prepayments on the principal of said note (in addition to the required payments) as may be provided in said note.

4. If by the laws of the United States of America or of any state having jurisdiction in the premises, any tax is due or becomes due in respect of the issuance of the note hereby secured, the Mortgages covenant and agree to pay such tax in the manner required by any such law. The Mortgages further covenant to hold harmless and agree to indemnify the Mortgagee, and the Mortgagee's successors or assigns, against any liability incurred by reason of the imposition of any tax on the issuance of the note secured hereby.

3. In the event of the enactment after this date of any law of Illinois deducting from the value of land for the purpose of taxation any lien thereon, or imposing upon the Mortgagee the payment of the whole or any part of the taxes or assessments or charges or liens herein required to be paid by Mortgages, or changing in any way the laws relating to the taxation of mortgages or debts secured by mortgages or the mortgagee's interest in the property, or the manner of collection of taxes, so as to affect this mortgage or the debt secured hereby, or the holder thereof, then and in any such event, the Mortgagee, upon demand by the Mortgagee, shall pay such taxes or assessments, or reimburse the Mortgagee therefor, provided, however, that if in the opinion of counsel for the Mortgagee, (a) it might be unlawful to reimburse the Mortgagee to make such payment or (b) the making of such payment might result in the imposition of interest beyond the maximum amount permitted by law, then and in such event, the Mortgagee may elect, by notice in writing given to the Mortgages, to declare all of the indebtedness secured hereby to be and become due and payable sixty (60) days from the giving of such notice.

2. Mortgages shall pay before any penalty attaches all general taxes, and shall pay special taxes, special assessments, water charges, sewer service charges, and other charges against the premises when due, and shall, upon written request, furnish to the Mortgagee duplicate receipts therefor. To prevent default hereunder Mortgages shall pay in full under protest, in the manner provided by statute, any tax or assessment which Mortgages may desire to contest.

1. Mortgages shall (1) promptly repair, restore or rebuild any buildings or improvements now or hereafter on the premises which may become damaged or be destroyed; (2) keep said premises in good condition and repair, without waste, and free from mechanics or other liens or claims for lien not expressly subordinated to the lien hereof; (3) pay when due any indebtedness which may be secured by a lien or charge on the premises, superior to the lien hereof, and upon request exhibit satisfactory evidence of the discharge of such prior liens to the Mortgagee; (4) complete within a reasonable time any building or building improvements now or at any time in process of erection upon said premises; (5) comply with all requirements of law or municipal ordinances with respect to the premises and the use thereof; (6) make no material alterations in said premises except as required by law or municipal ordinance.

89156459

Property of Cook County Clerk's Office

LOT 3 (EXCEPT THE NORTH 5 FEET THEREOF) IN THE SUBDIVISION OF THE SOUTH 1/2 OF LOT 1 IN BLOCK 6 IN HILL AND OTHERS SUBDIVISION AFORESAID IN COOK COUNTY, ILLINOIS, WHICH SURVEY IS ATTACHED AS EXHIBIT "A" TO THE DECLARATION OF CONDOMINIUM RECORDED AS DOCUMENT NUMBER 25,893,505 TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS IN COOK COUNTY, ILLINOIS.

PARCEL 2:

LOTS 10, 11 AND 12 IN BLOCK 6 IN HILL AND OTHERS SUBDIVISION OF 39 ACRES ON THE EAST SIDE OF AND IN THE EAST 1/2 OF THE SOUTH EAST 1/4 OF SECTION 26, TOWNSHIP 40 NORTH, RANGE 13 IN COOK COUNTY, ILLINOIS.

PARCEL 1:

UNIT NO. 01-03 INCLUSIVE, 101-109 INCLUSIVE, 201-209 INCLUSIVE, 301-309 INCLUSIVE IN REYNOLDS COURT CONDOMINIUM AS DELINEATED ON A PLAN OF THE FOLLOWING DESCRIBED REAL ESTATE:

LEGAL DESCRIPTION

01248220

COMMITMENT NO.

UNOFFICIAL COPY

EXHIBIT 101

Property of Cook County Clerk's Office

THE BOARD OF SUPERVISORS OF COOK COUNTY, ILLINOIS, HAS RESOLVED THAT THE FOLLOWING PROPERTY BE TRANSFERRED TO THE COOK COUNTY CLERK'S OFFICE FOR THE PURPOSES OF THE COOK COUNTY CLERK'S OFFICE.

DESCRIPTION OF

PROPERTY: [Illegible text describing the property being transferred]

AMOUNT OF

PROPERTY: [Illegible text describing the amount of property]

APPROVED AND FORWARDED:

COOK COUNTY CLERK

DATE

6 5 4 3 2 1 0 9 8 7 6 5 4 3 2 1 0

SEE SCHEDULE B CONT

Total 1987 taxes billed: \$535.74

Permanent Tax Number: 13-26-422-031-1003

Volume: 355

Total 1987 taxes billed: \$535.74

Permanent Tax Number: 13-26-422-031-1002

Volume: 355

Total 1987 taxes billed: \$416.64

Permanent Tax Number: 13-26-422-031-1001

Volume: 355

Total 1987 taxes billed: \$566.37

Permanent Tax Number: 13-26-411-031-0000

Volume: 355

(a) Taxes

89150459

Property of Cook County Clerk's Office

UNOFFICIAL COPY

EXHIBIT 1

NOV 10 2011

NOV 10 2011

NOV 10 2011

NOV 10 2011

NOV 10 2011

NOV 10 2011

NOV 10 2011

NOV 10 2011

NOV 10 2011

Property of Cook County Clerk's Office

NOV 10 2011

COMMITMENT NO.

CH248228

UNOFFICIAL COPY

8 9 1 5 6 4 5 9

Permanent Tax Number: 13-26-422-031-1004	Volume: 355
Total 1987 taxes billed: \$694.75	
Permanent Tax Number: 13-26-422-031-1005	Volume: 355
Total 1987 taxes billed: \$1,151.38	
Permanent Tax Number: 13-26-422-031-1006	Volume: 355
Total 1987 taxes billed: \$1,131.48	
Permanent Tax Number: 13-26-422-031-1007	Volume: 355
Total 1987 taxes billed: \$535.74	
Permanent Tax Number: 13-26-422-031-1008	Volume: 355
Total 1987 taxes billed: \$555.64	
Permanent Tax Number: 13-26-422-031-1009	Volume: 355
Total 1987 taxes billed: \$535.74	
Permanent Tax Number: 13-26-422-031-1010	Volume: 355
Total 1987 taxes billed: \$555.64	
Permanent Tax Number: 13-26-422-031-1011	Volume: 355
Total 1987 taxes billed: \$1,111.67	
Permanent Tax Number: 13-26-422-031-1012	Volume: 355
Total 1987 taxes billed: \$853.56	
Permanent Tax Number: 13-26-422-031-1013	Volume: 355
Total 1987 taxes billed: \$694.75	
Permanent Tax Number: 13-26-422-031-1014	Volume: 355
Total 1987 taxes billed: \$655.04	
Permanent Tax Number: 13-26-422-031-1015	Volume: 355
Total 1987 taxes billed: \$615.25	
Permanent Tax Number: 13-26-422-031-1016	Volume: 355
Total 1987 taxes billed: \$535.74	

SEE SCHEDULE B CONT

89156459

UNOFFICIAL COPY

Property of Cook County Clerk's Office

RECEIVED

UNOFFICIAL COPY

COMMITMENT NO. CH248228

3 9 1 5 6 4 5 9

Permanent Tax Number: 13-26-422-031-1017	Volume: 355
Total 1987 taxes billed: \$555.64	
Permanent Tax Number: 13-26-422-031-1018	Volume: 355
Total 1987 taxes billed: \$410.74	
Permanent Tax Number: 13-26-422-031-1019	Volume: 355
Total 1987 taxes billed: \$555.64	
Permanent Tax Number: 13-26-422-031-1020	Volume: 355
Total 1987 taxes billed: \$615.25	
Permanent Tax Number: 13-26-422-031-1021	Volume: 355
Total 1987 taxes billed: \$853.56	
Permanent Tax Number: 13-26-422-031-1022	Volume: 355
Total 1987 taxes billed: \$694.75	
Permanent Tax Number: 13-26-422-031-1023	Volume: 355
Total 1987 taxes billed: \$655.04	
Permanent Tax Number: 13-26-422-031-1024	Volume: 355
Total 1987 taxes billed: \$615.25	
Permanent Tax Number: 13-26-422-031-1025	Volume: 355
Total 1987 taxes billed: \$535.74	
Permanent Tax Number: 13-26-422-031-1026	Volume: 355
Total 1987 taxes billed: \$555.64	
Permanent Tax Number: 13-26-422-031-1027	Volume: 355
Total 1987 taxes billed: \$535.74	

SEE SCHEDULE B CONT

89156459

UNOFFICIAL COPY

Property of Cook County Clerk's Office

001	001	001	001
002	002	002	002
003	003	003	003
004	004	004	004
005	005	005	005
006	006	006	006
007	007	007	007
008	008	008	008
009	009	009	009
010	010	010	010
011	011	011	011
012	012	012	012
013	013	013	013
014	014	014	014
015	015	015	015
016	016	016	016
017	017	017	017
018	018	018	018
019	019	019	019
020	020	020	020
021	021	021	021
022	022	022	022
023	023	023	023
024	024	024	024
025	025	025	025
026	026	026	026
027	027	027	027
028	028	028	028
029	029	029	029
030	030	030	030
031	031	031	031
032	032	032	032
033	033	033	033
034	034	034	034
035	035	035	035
036	036	036	036
037	037	037	037
038	038	038	038
039	039	039	039
040	040	040	040
041	041	041	041
042	042	042	042
043	043	043	043
044	044	044	044
045	045	045	045
046	046	046	046
047	047	047	047
048	048	048	048
049	049	049	049
050	050	050	050
051	051	051	051
052	052	052	052
053	053	053	053
054	054	054	054
055	055	055	055
056	056	056	056
057	057	057	057
058	058	058	058
059	059	059	059
060	060	060	060
061	061	061	061
062	062	062	062
063	063	063	063
064	064	064	064
065	065	065	065
066	066	066	066
067	067	067	067
068	068	068	068
069	069	069	069
070	070	070	070
071	071	071	071
072	072	072	072
073	073	073	073
074	074	074	074
075	075	075	075
076	076	076	076
077	077	077	077
078	078	078	078
079	079	079	079
080	080	080	080
081	081	081	081
082	082	082	082
083	083	083	083
084	084	084	084
085	085	085	085
086	086	086	086
087	087	087	087
088	088	088	088
089	089	089	089
090	090	090	090
091	091	091	091
092	092	092	092
093	093	093	093
094	094	094	094
095	095	095	095
096	096	096	096
097	097	097	097
098	098	098	098
099	099	099	099
100	100	100	100

acknowledged

UNOFFICIAL COPY

09156459

2081

89156459

-89-156459

Property of Cook County Clerk's Office

DEPT-01
\$18.00
123333 TRAN 7480 04/10/05 1527100
\$1025 # C 4-18-05 - 156459
COOK COUNTY RECORDS

Permanent Tax Number: 13-26-422-031-1028	Volume: 355	Total 1987 taxes billed: \$555.64
Permanent Tax Number: 13-26-422-031-1029	Volume: 355	Total 1987 taxes billed: \$615.25
Permanent Tax Number: 13-26-422-031-1030	Volume: 355	Total 1987 taxes billed: \$853.56

COMMITMENT NO. CR248228

Schedule B - (Continued)

29158439

Property

This MORTGAGE is executed by THE COSMOPOLITAN NATIONAL BANK OF CHICAGO not personally but as Trustee as aforesaid in the exercise of the power and authority conferred upon and vested in it as such Trustee (and said THE COSMOPOLITAN NATIONAL BANK OF CHICAGO 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 part of THE COSMOPOLITAN NATIONAL BANK OF CHICAGO, 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 far as THE COSMOPOLITAN NATIONAL BANK OF CHICAGO, 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 manner herein and in said note provided or by action to enforce the personal liability of the guarantor, if any.

Office