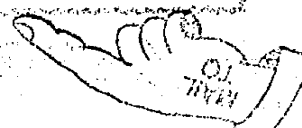


UNOFFICIAL COPY

89172657
Mortgage

(Corporate Trustee Form)

Loan No. 0000-881946
BOX #404



THIS INDENTURE WITNESSETH: That the undersigned
HERITAGE 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 APRIL 1, 1989 and known as trust number
89-3642 hereinafter referred to as the Mortgagor, does hereby Mortgage and Warrant to

SOUTHWEST FEDERAL SAVINGS AND LOAN ASSOCIATION

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

LOTS 12 AND 13 IN BLOCK 2 IN SUNNYSIDE ADDITION TO CHICAGO
HEIGHTS, BEING A SUBDIVISION OF THE SOUTH 1/2 OF THE NORTHWEST
1/4 OF THE SOUTHWEST 1/4 OF SECTION 20, TOWNSHIP 35 NORTH, RANGE
14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY,
ILLINOIS.

PERMANENT INDEX NUMBERS: 32-20-309-004-0000, 32-20-309-003-0000

89172657

DEPT-91 \$12.00
T#4444 TRAN 6533 04/19/89 11:03:00
#5029 #.D *89-172657
COOK COUNTY RECORDER

252 WEST 15TH STREET
CHICAGO HEIGHTS, IL 60411
P.I.N.

Together with all buildings, improvements, fixtures or appurtenances now or hereafter erected thereon or placed therein, including all apparatus, equipment,
fixtures, or articles, whether in single units or central controlled, used to supply heat, gas, air conditioning, water, light, power, refrigeration, ventilation or other
services, and any other thing now or hereafter therein or thereon, the furnishing of which by lessors to lessees is customary or appropriate, including screens,
window shades, storm doors and windows, floor coverings, screen doors, in-slab beds, awnings, stoves and water heaters (all of which are intended to be and are
hereby 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 as provided herein. The
Mortgagee is hereby subrogated to the rights of all mortgagees, lienholders and owners paid off by the proceeds of the loan hereby secured.

TO HAVE AND TO HOLD the said property, with said buildings, improvements, fixtures, appurtenances, apparatus and equipment, and with all the rights and
privileges thereunto belonging, unto said Mortgagee forever, for the use herein set forth, free from all rights and benefits under the homestead, exemption and
valuation laws of any state, which said rights and benefits said Mortgagee hereby releases and waives.

TO SECURE

(1) the payment of a Note executed by the Mortgagor to the order of the Mortgagee bearing even date herewith in the principal sum of
SIXTY NINE THOUSAND THREE HUNDRED AND NO/100 Dollars

\$ 69,300.00, which Note, together with interest thereon as therein provided, is payable in monthly installments of
SIX HUNDRED TWENTY ONE AND NO/100 Dollars

(\$ 621.00), commencing the 1ST day of JUNE, 1989.
The first payment is to be paid on 5/01/89 and payable on 5/01/19.

(2) any advances made by the Mortgagee to the Mortgagor, or its successor in title, for any purpose, at any time before the release and cancellation of this
Mortgage, but at no time shall this Mortgage secure advances on account of said original Note together with such additional advances, in a sum in excess of
SIXTY NINE THOUSAND THREE HUNDRED AND NO/100 Dollars (\$ 69,300.00).

provided that, nothing herein contained shall be considered as limiting the amounts that shall be secured hereby when advanced to protect the security or in
accordance with covenants contained in the Mortgage.

(3) the performance of all of the covenants and obligations of the Mortgagor to the Mortgagee, as contained herein and in said Note.

THE MORTGAGOR COVENANTS:

A (1) To pay said indebtedness and the interest thereon as herein and in said note provided, or according to any agreement extending the time of payment
thereof; (2) To pay when due and before any penalty attaches thereto all taxes, special taxes, special assessments, water charges, and sewer service charges against
said property (including those heretofore due), and to furnish Mortgagee, upon request, duplicate receipts therefor, and all such items extended against said
property shall be conclusively deemed valid for the purpose of this requirement; (3) To keep the improvements now or hereafter upon said premises insured against
damage by fire, and such other hazards as the Mortgagee may require to be insured against; and to provide public liability insurance, and such other insurance as the
Mortgagee may require, until said indebtedness is fully paid, or in case of foreclosure, until expiration of the period of redemption, for the full insurable value
thereof, in such companies, through such agents or brokers, and in such form as shall be satisfactory to the Mortgagee; such insurance policies shall remain with the
Mortgagee during said period or periods, and contain the usual clause satisfactory to the Mortgagee making them payable to the Mortgagee; and in case of
foreclosure sale payable to the owner of the certificate of sale, owner of any deficiency, any receiver or redemption, or any grantee in deed pursuant to
foreclosure; and in case of loss under such policies, the Mortgagee is authorized to adjust, collect and compromise, in its discretion, all claims thereunder and to
execute and deliver on behalf of the Mortgagor all necessary proofs of loss, receipts, vouchers, releases and acquittances required to be signed by the insurance
companies, and the Mortgagor agrees to sign, upon demand, all receipts, vouchers and releases required of him to be signed by the Mortgagee for such purpose; and
the Mortgagee is authorized to apply the proceeds of any insurance claim to the restoration of the property or upon the indebtedness hereby secured in its
discretion, but monthly payments shall continue until said indebtedness is paid in full; (4) Immediately after destruction or damage, to commence and promptly
complete the rebuilding or restoration of buildings and improvements now or hereafter on said premises, unless Mortgagee elects to apply on the indebtedness
secured hereby the proceeds of any insurance covering such destruction or damage; (5) To keep said premises in good condition and repair, without waste, and free
from any mechanic's or other lien or claim of lien not expressly subordinated to the lien hereof; (6) Not to make, suffer or permit any unlawful use of or any
nuisance to exist on said property nor to diminish nor impair its value by any act of omission to act; (7) To comply with all requirements of law with respect to
mortgaged premises and the use thereof; (8) Not to make, suffer or permit, without the written permission of the Mortgagee being first had and obtained, (a) any
use of the property for any purpose other than that for which it is now used, (b) any alterations of the improvements, apparatus, appurtenances, fixtures or
equipment now or hereafter upon said property, (c) any purchase on conditional sale, lease or agreement under which title is reserved in the vendor, of any
apparatus, fixtures or equipment to be placed in or upon any buildings or improvements on said property; (8) To complete within a reasonable time any buildings
or improvements now or at any time in process of erection upon the premises.

B In order to provide for the payment of taxes, assessments, insurance premiums, and other annual charges upon the property securing this indebtedness,
and other insurance required or accepted, the undersigned promises to pay to the Mortgagee a pro rata portion of the current year taxes upon the disbursement of
the loan and to pay monthly to the Mortgagee, in addition to the above payments, a sum estimated to be equivalent to one-twelfth of such items, which payments
may, at the option of the Mortgagee, (a) be held by it and commingled with other such funds or its own funds for the payment of such items; (b) be carried in a
savings account and withdrawn by it to pay such items; or (c) be credited to the unpaid balance of said indebtedness as received, provided that the Mortgagee
advances upon this obligation sums sufficient to pay said items as the same accrue and become payable. If the amount estimated to be sufficient to pay said items is
not sufficient, the undersigned promises to pay the difference upon demand. If such sums are held or carried in a savings account or escrow account, the same are
hereby pledged to further secure this indebtedness. The Mortgagee is authorized to pay said items as charged or billed without further inquiry.

C This mortgage contract provides for additional advances which may be made at the option of the Mortgagee and secured by this mortgage; and it is
agreed that in the event of such advances the amount thereof may be added to the mortgage debt and shall increase the unpaid balance of the note hereby secured
by the amount of such advance and shall be a part of said note indebtedness under all of the terms of said note and this contract as fully as if a new such note and
contract were executed and delivered. An Additional Advance Agreement may be given and accepted for such advance and provision may be made for different
monthly payments and a different interest rate and other express modifications of the contract, but in all other respects this contract shall remain in full force and
effect as to said indebtedness, including all advances.

D That in case of failure to perform any of the covenants herein, Mortgagee may do on Mortgagor's behalf everything so covenanted; that said Mortgagee
may also do any act it may deem necessary to protect the lien hereof; that Mortgagor will repay upon demand any moneys paid or disbursed by Mortgagee for any
of the above purposes and such moneys together with interest thereon at the highest rate for which it is then lawful to contract shall become so much additional
indebtedness secured by this mortgage with the same priority as the original indebtedness and may be included in any decree foreclosing this mortgage and be paid
out of the rents or proceeds of sale of said premises if not otherwise paid; that it shall not be obligatory upon the Mortgagee to inquire into the validity of any lien,
encumbrance or claim in advancing moneys as above authorized, but nothing herein contained shall be construed as requiring the Mortgagee to advance any moneys
for any purpose nor to do any act hereunder; and the Mortgagee shall not incur any personal liability because of anything it may do or omit to do hereunder.

E That it is the intent hereof to secure payment of said note and obligation whether the entire amount shall have been advanced to the Mortgagor at the
date hereof, or at a later date, and to secure any other amount or amounts that may be added to the mortgage indebtedness under the terms of this mortgage
contract;

F That if all or any part of the property or any interest therein is sold or transferred by Mortgagor without the prior written consent of Mortgagee, 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 without notice all of the sums secured by this mortgage to be immediately due and payable.

605570

#1200

UNOFFICIAL COPY

SOUTHWEST FEDERAL SAVINGS & LOAN ASSOCIATION OF CHICAGO

4062 SOUTHWEST HIGHWAY

HOMETOWN, ILL 60456

ATTN: CYNTHIA BELKE

"OFFICIAL SEAL"
Linda Lee Lutz
Notary Public, State of Illinois

Linda Lee Lutz
Notary Public
A.D. 19 89 day of April 1st

THIS INSTRUMENT WAS PREPARED BY:

GIVEN under my hand and Notarial Seal, this 1st day of April 1989

Personally known to me to be the Asst. Vice President of Heritage Trust Co.
and for said County, in the State aforesaid, DO HEREBY CERTIFY THAT
Cynthia T. Sikora & Trust Officer

personally known to me to be the Asst. Vice President of Heritage Trust Co.
and for said County, in the State aforesaid, DO HEREBY CERTIFY THAT
Cynthia T. Sikora & Trust Officer

STATE OF ILLINOIS COUNTY OF COOK } ss. }
Assistant Secretary
BY: *James F. Fullon* Trust Officer & Asst. Vice President

ATTEST: Heritage Trust Co under trust #89-3642

1st day of April A.D. 1989

Trust Off. & Asst. V. President, and its corporate seal to be hereunto affixed and attested by its Assistant

IN WITNESS WHEREOF, the undersigned corporation, not personally but as Trustee as aforesaid, has caused these presents to be signed by its

Secretary, this

1st day of April A.D. 1989

1st day of April A.D. 1989

1st day of April A.D. 1989

1st day of April A.D. 1989

1st day of April A.D. 1989

1st day of April A.D. 1989

1st day of April A.D. 1989

1st day of April A.D. 1989

1st day of April A.D. 1989

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