

UNOFFICIAL COPY

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MORTGAGE

THIS INDENTURE WITNESSETH: That the undersigned THE COSMOPOLITAN NATIONAL BANK of CHICAGO, a national banking association

~~is a corporation~~ organized and existing under the laws of the UNITED STATES of AMERICA, 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 20, 1987, and known as trust number 28127, hereinafter referred to as the Mortgagor, does hereby Mortgage and ~~Waiver~~ to

1ST SECURITY FEDERAL SAVINGS BANK
936 N Western Av Chicago, IL 60622

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 1 except the West 10 feet thereof dedicated for a public alley in Russell's Subdivision of Lots 1 and 2 in Block 7 in Shipman, Bill and Merrill's Subdivision of the East half of the North East quarter of Section 35, Township 40 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois. #4425 # 61 44-4817-23466-6210 COOK COUNTY RECORDER

*PIN # 13 35 226 005
* 2156 N Kedzie Chicago, IL 60647

6/6/86
REAGAN SERVICES # 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 therein 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 bats, 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 rental 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 hereunder, 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 hereon. 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 ONE HUNDRED THOUSAND and 00/100 Dollars (\$100,000.00), which note together with interest thereon as provided by said note, is payable in monthly installments of ONE THOUSAND EIGHTY NINE and 95/100 DOLLARS (\$1,089.95) on the 1ST day of each month, commencing with AUGUST 1, 1989 until the entire sum is paid.

Received
1ST SECURITY BANK
936 N. WESTERN AVENUE
CHICAGO, IL 60622

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.



A.T.G.F.
BOX 370

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(6) That upon the submission of any communication or any document to the Secretary proceeding under, the same may be referred to the Secretary of State without notice to the person to whom it relates, and without his knowledge, or to any other person, either before or after the communication or document is submitted.

(4) That time is at the service under contract or obligation of said corporation or any extension of any franchise or license or power to do business in the state of New Mexico.

(3) That in the event the owner fails to pay the motor tax or any other amount due under the Motor Tax Act, the Commissioner may, without notice to any party having an interest in the vehicle, sell the vehicle at public auction or otherwise dispose of it as he may see fit.

(2) That it is the intent hereof to accept payment of said note when due under Section A(2) above, or for other purposes;

(1) That in the case of failure to perform any of the severalties herein, the Mortgagor, jointly or severally, shall pay to the Mortgagee all sums necessary to complete the legal proceedings which may be taken to recover the sum due under the Mortgage.

B. THE MORTGAGE FURTHER CONVENTIONS:

(g) That it the Director of Finance upon his like and disability insurancce for loss of time
accidental injury or sickness, or other such contingencies making the director unable to do his
duty pay him pecuniarily compensation at the rate of \$100 per month payable monthly in arrears.
repaid in the same manner and without said paid payments to the amount of the monthly payments,
payable in case of incapacity, or other such contingencies, making the director unable to do his
duty by reason of sickness, or other such contingencies, making the director unable to do his
duty pay him pecuniarily compensation at the rate of \$100 per month payable monthly in arrears.

(8) Note to reader of prints, without the written permission of the Postmaster before mailing, (a) any use of the property for any purpose, other than that for which it is now used, (b) any alteration, additions, demolition, or removal of any part, (c) any unauthorized publication, advertisement, or exhibition of any portion of it, is now prohibited.

(7) To comply with all requirements of law with respect to the mortgaged premises and the uses thereof;

The value by any set of parameters to achieve a minimum loss of entropy

may become damaged or destroyed;

(4) To promptly replace, restore or rebuild any buildings or improvements now or hereafter on the premises which upon said premises;

(3) The Commissioner shall make a public record of the time and place of each hearing or examination.

(2) To keep its reputation as a leader in improving standards of living, it is important that the government should now concentrate on other hazards, including industrial hazards, rather than on financial crises. As the experience of many countries shows, industrial hazards are more serious than financial crises, and they affect the economy more directly. The government should therefore take steps to prevent industrial accidents, such as those which occurred in the coal mining industry in recent years.

A. THE MORTGAGE COVENANTS:

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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 whether 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.

(8) 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 and be 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 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 also 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 said 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, other individually or as Trustee aforesaid, or its successors, personally are concerned, the legal holder or holder 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.

Upon the sale or transfer of the mortgage property or an assignment of beneficial interest in said property without written consent of the mortgagee, the mortgagee is authorized to declare without notice all sums secured hereby immediately due and payable.

IN WITNESS WHEREOF, THE COSMOPOLITAN NATIONAL BANK OF CHICAGO, not personally but as Trustee as aforesaid, has caused these presents to be signed by its Asst. Vice President, and its corporate seal to be hereunto affixed and attested by its Trust Officer, Sandra Steffens, 20th day of JUNE, A. D. 1989.

ATTEST:

THE COSMOPOLITAN NATIONAL BANK OF CHICAGO
As Trustee as aforesaid and not personally

By Eileen F. Gamberdino
President
Asst. Vice

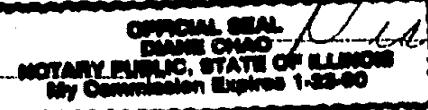
Sandra Steffens
Trust Officer X

STATE OF ILLINOIS
COUNTY OF Cook } SS.

I, the undersigned, a Notary Public, in and for said County, in the state aforesaid, DO HEREBY CERTIFY, THAT Eileen F. Gamberdino Asst., Vice, President of The Cosmopolitan National Bank of Chicago, and Sandra Steffens, 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 Asst., Vice, President, and Trust Officer, 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 Trust Officer then and there acknowledged that she, as custodian of the corporate seal of said corporation, did affix said seal to said instrument as her 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 12th day of July, A. D. 1989.

My commission expires _____



Notary Public

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MORTGAGE

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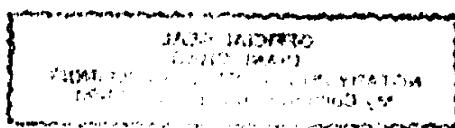
to

1ST CLASSIC BANK
FEDERAL SAVINGS BANK
932-33 N. KELLOGG AVENUE
CHICAGO IL 60622

DR U 94-8

Property of Cook County Clerk's Office

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Loan No.