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This instrument was prepared by:
KENNETH KORANDA

COOK COUNTY, ILLINOIS
FILED FOR RECORD

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TH & HOLMES

CLARENDON HILL IL 60514

LOAN # 760034127

Corporate Trustee Under a Land Trust—Junior Lien

EQUITY **CashLine** **MORTGAGE**

THIS MORTGAGE is made this 26TH day of JULY, 1990,
between the Mortgagee, FIRST ILLINOIS BANK OF LAGRANGE n/k/a First Illinois
Bank & Trust (herein "Borrower"),
not personally, but solely as Trustee under a Trust Agreement dated DECEMBER 23RD
1978, and known as Trust No. 5225, and the Mortgagee,
MID AMERICA FEDERAL SAVINGS & LOAN ASSOCIATION, a corporation organized and existing under the
laws of the United States of America, whose address is 55TH & HOLMES
CLARENDON HILL, IL 60514 (herein "Lender").

* RKA MIDAMERICA FEDERAL SAVINGS BANK

WHEREAS, Borrower is indebted to Lender in the principal sum of FIFTY SIX THOUSAND TWO HUNDRED FIFTY AND NO/100 Dollars,
which indebtedness is evidenced by Borrower's Equity Agreement and Promissory Note (herein "Note") providing for
periodic payments as called for therein, with the balance of the indebtedness, if not sooner paid, due and payable on JULY 1ST, 2005.

To SECURE to Lender the repayment of the indebtedness evidenced by the Note, with interest thereon, the payment
of all other sums, with interest thereon, advanced in accordance herewith to protect the security of this Mortgage, and
the performance of the covenants and agreements of Borrower herein contained, Borrower does hereby mortgage,
grant and convey to Lender the following described property located in the County of COOK, State of Illinois:
THE WEST 3/4 OF LOT 11 (EXCEPT THE NORTH 100 FEET THEREOF) IN ARTHUR
T. McINTOSH'S BLUE ISLAND FARMS, BEING A SUBDIVISION OF THE EAST 1/2
OF THE SOUTHWEST 1/4 AND THE NORTH 64 RODS OF THE SOUTHEAST 1/4 AND
THAT PART OF THE EAST 1/2 OF THE WEST 1/2 OF THE NORTHWEST 1/4 LYING
SOUTH OF THE CENTER LINE OF MIDLOTHIAN TURNPIKE, ALL IN SECTION 3,
TOWNSHIP 36 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN,
(EXCEPTING THEREFROM THE SOUTH 33 FEET OF THE EAST 1/2 OF THE EAST 1/2
OF THE SOUTHWEST 1/4 CONVEYED TO THE MIDLOTHIAN AND BLUE ISLAND
RAILROAD) IN COOK COUNTY, ILLINOIS.

P.T.N. 28-03-400-036

which has the address of 13939 S KOSTNER AVENUE, CRESTWOOD, IL 60445

(herein "Property Address");

Together with all improvements now or hereafter erected on the property, and all easements, rights, appur-
tenances, rents, royalties, mineral, oil and gas rights and profits, water, water rights, and water stock, and all fixtures
now or hereafter attached to the property, all of which, including replacements and additions thereof, shall be deemed
to be and remain a part of the property covered by this Mortgage; and all of the foregoing, together with said property
(or the leasehold estate if this Mortgage is on a leasehold) are herein referred to as the "Property".

Borrower covenants that Borrower is lawfully seised of the estate hereby conveyed and has the right to mortgage,
grant and convey the Property, that the Property is unencumbered, except for FIRST MORTGAGE TO
MIDAMERICA FEDERAL SAVINGS IN THE AMOUNT OF \$195,000, RECORDED AS DOCUMENT NO.
25254610
and that Borrower will warrant and defend generally the title to the property against all other claims and demands,
subject to any declarations, easements or restrictions listed in a schedule of exceptions to coverage in any title insurance
policy insuring Lender's interest in the Property.

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WHEN RECORDED, RETURN TO:
MIDAMERICA FEDERAL SAVINGS BANK
55TH & HOLMES
CLARENDON HILL, IL 60514

Box 373

(Space Below This Line Reserved For Lender and Recorder)

My commission expires:

SPECIAL SEAL
CYNTHIA H. ARADYAN
NOTARY PUBLIC STATE OF ILLINOIS
MY COMMISSION EXP. FEB 17, 1993

Cynthia H. Aradyan
Notary Public

A.D. 1990

GIVEN under my hand and Notarial Seal, this 20th day of July 1990, I, the undersigned, do hereby certify that the foregoing instrument as subscribed to by the persons whose names are subscribed to the foregoing instrument as such, 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 the corporation, as Trustee as aforesaid for the uses and purposes therein set forth; and the said Secretary then and there acknowledged that she, as custodian of the corporate seal of said corporation, did affix said seal to said instrument in 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.

I, the undersigned, Maureen A. Rata, Trust Officer, do hereby certify that First Illinois Bank & Trust or Maureen A. Rata, Trust Officer and Illiana Grlam Pro 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, Trust Officer and Trust Officer 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 the corporation, as Trustee as aforesaid for the uses and purposes therein set forth; and the said Secretary then and there acknowledged that she, as custodian of the corporate seal of said corporation, did affix said seal to said instrument in 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.

STATE OF ILLINOIS)
COUNTY OF COOK)
SS)

ATTEST: *Maureen A. Rata*
BY Maureen A. Rata Trust Officer
FIRST ILLINOIS BANK & TRUST F/K/A
FIRST ILLINOIS BANK OF LAGRANGE
A.D. 1990
Trust Officer

25. This document represents the final agreement between the parties and said agreement shall not be orally modified without the express written consent of all parties hereto.

24. Borrower's Address: Notices mailed to Borrower pursuant to paragraph 13 hereof shall be mailed to Borrower at the following address in lieu of the Property Address:

23. Land Trust Mortgage. Borrower as Trustee expressly subordinates to the lien of this Mortgage, and any extension or renewal thereof, Borrower's right to a lien for advances made by Borrower under the terms of the Trust Agreement described above, and for costs, attorney's fees and compensation. This Mortgage is executed by Borrower, not personally but as Trustee as aforesaid, in the exercise of the power and authority conferred upon and vested in Borrower as such Trustee, and it is expressly understood and agreed by Lender and by every person now or hereafter claiming any right or security hereunder that nothing contained herein or in the Note secured by this Mortgage shall be construed as creating any personal liability on Borrower.

22. Waiver of Homestead. Borrower hereby waives all right of homestead exemption in the Property.

21. Release. Upon payment of all sums secured by this Mortgage on the Expiration Date of the Note, or upon the written request of Borrower (if prior to the final due date with all sums having been paid) Lender shall release this Mortgage without charge to Borrower. Borrower shall pay all costs of recordation, if any.

20. Assignment of Rents; Appointment of Receiver; Lender in Possession. As additional security hereunder, Borrower hereby assigns to Lender the rents of the Property, provided that Borrower shall, prior to acceleration under Paragraph 18 hereof or abandonment of the Property, have the right to collect and retain such rents as they become due and payable. Upon acceleration under Paragraph 18 hereof or abandonment of the Property and at any time prior to the expiration of any period of redemption following judicial sale, Lender, in person, by agent or by judicially appointed receiver, shall be entitled to enter upon, take possession of and manage the Property and to collect the rents of the Property including those past due. All rents collected by Lender or the receiver shall be applied first to payment of the costs of management of the Property and collection of the costs of management of the Property and collection of rents, including, but not limited to receiver's fees, premiums on receiver's bonds and reasonable attorney's fees and then to the sums secured by this Mortgage. Lender and the receiver shall be liable to account only for those rents actually received.

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If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condemnor offers to make an award or settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date such notice is mailed, Lender is authorized to collect and apply the proceeds at Lender's option, either to restoration or repair of the Property or to the sums secured by this Mortgage.

Unless Lender and Borrower otherwise agree in writing, any such application of proceeds to principal shall not extend or postpone the due date of the periodic payments referred to in Paragraph 1 hereof or change the amount of such payments.

9. Borrower Not Released. Extension of the time for payment or modification of payment of the sums secured by this Mortgage granted by Lender to any successor in interest of Borrower shall not operate to release, in any manner, the liability of the original Borrower and Borrower's successors in interest. Lender shall not be required to commence proceedings against such successor or refuse to extend time for payment or otherwise modify payment of sums secured by this Mortgage by reason of any demand made by the original Borrower and Borrower's successors in interest.

10. Forbearance by Lender Not a Waiver. Any forbearance by Lender in exercising any right or remedy hereunder, or otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of any such right or remedy. The procurement of insurance or the payment of taxes or other liens or charges by Lender shall not be a waiver of Lender's right to accelerate the maturity of the indebtedness secured by this Mortgage.

11. Remedies Cumulative. All remedies provided in this Mortgage are distinct and cumulative to any other right or remedy under this Mortgage or afforded by law or equity, and may be exercised concurrently, independently or successively.

12. Successors and Assigns Bound; Joint and Several Liability; Captions. The covenants and agreements herein contained shall bind, and the rights hereunder shall inure to, the respective successors and assigns of Lender and Borrower, subject to the provisions of Paragraph 16 hereof. All covenants and agreements of Borrower shall be joint and several. The captions and headings of Paragraphs of this Mortgage are for convenience only and are not to be used to interpret or define the provisions hereof.

13. Notice. Except for any notice required under applicable law to be given in another manner, (a) any notice to Borrower provided for in this Mortgage shall be given by mailing such notice by certified mail addressed to Borrower at the Property Address or at such other address as Borrower may designate by notice to Lender as provided herein, and (b) any notice to Lender shall be given by certified mail, return receipt requested, to Lender's address stated herein or to such other address as Lender may designate by notice to Borrower as provided herein. Any notice provided for in this Mortgage shall be deemed to have been given to Borrower or Lender when given in this manner designated.

14. Uniform Mortgage; Governing Law; Severability. This form of mortgage combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property. This Mortgage shall be governed by the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Mortgage or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Mortgage or the Note which can be given effect without the conflicting provision, and to this end the provisions of the Mortgage and the Note are declared to be severable.

15. Borrower's Copy. Borrower shall be furnished a confirmed copy of the Note and of this Mortgage at the time of execution or after recordation hereof.

16. Transfer of the Property; Assumption. In the event that the legal or equitable title of any property or part thereof securing this Mortgage becomes vested in a person other than the borrower named in this instrument, or in the event of assignment, sale, transfer, pledge, or mortgage of the beneficial interest of the land encumbered by this mortgage, or in the event of an installment sale of the property securing this Mortgage, 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 or 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, Lender may, at Lender's option, declare all the sums secured by this Mortgage to be immediately due and payable. Lender shall have waived such option to accelerate if, prior to the sale or transfer, or in the event of any assignment or transfer of the beneficial interest of the trust executing this instrument, Lender and the person to whom the Property is to be sold or transferred, or the person to whom the assignment or transfer of the beneficial interest is to be made, reach agreement in writing that the credit of such person is satisfactory to Lender and that the interest payable on the sums secured by this Mortgage shall be at such rate as Lender shall request. If Lender has waived the option to accelerate provided in this Paragraph 16, and if Borrower's successor in interest has executed a written assumption agreement accepted in writing by Lender, Lender shall release Borrower from all obligations under this Mortgage and the Note.

If Lender exercises such option to accelerate, Lender shall mail Borrower notice of acceleration in accordance with Paragraph 13 hereof. Such notice shall provide a period of not less than 30 days from the date the notice is mailed within which Borrower may pay the sums declared due. If Borrower fails to pay such sums prior to the expiration of such period, Lender may, without further notice or demand on Borrower, invoke any remedies permitted by Paragraph 18 hereof.

17. Obligatory Advances. This Mortgage secures the repayment of certain sums advanced to the Borrower under the Equity Agreement and Promissory Note. Provided Borrower is not in default with respect to any covenant or agreement under the terms of this Mortgage, and the Equity Agreement and Promissory Note, including the covenants to pay when due any sums secured by this Mortgage, Lender is obligated from time to time and upon demand of Borrower to advance such additional sums requested by Borrower up to the total face amount of this Mortgage.

18. Acceleration; Remedies. Except as provided in Paragraph 16 hereof, upon Borrower's breach of any covenant or agreement of Borrower in this Mortgage, including the covenants to pay when due any sums secured by this Mortgage, Lender, prior to acceleration, shall mail notice to Borrower as provided in Paragraph 13 hereof specifying (1) the Breach; (2) the action required to cure such breach; (3) a date, not less than 30 days from the date the notice is mailed to Borrower, by which such breach must be cured; and (4) that failure to cure such breach on or before the date specified in the notice may result in acceleration of the sum secured by this Mortgage, foreclosure by judicial proceeding and sale of the property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the non-existence of a default or any other defense of Borrower to acceleration and foreclosure. If the breach is not cured on or before the date specified in the notice, Lender at Lender's option may declare all of the sum secured by this Mortgage to be immediately due and payable without further demand and may foreclose this Mortgage by judicial proceeding. Lender shall be entitled to collect in such proceeding all expenses of foreclosure, including, but not limited to, reasonable attorney's fees, and costs of documentary evidence, abstracts and title reports.

19. Borrower's Right to Reinstate. Notwithstanding Lender's acceleration of the sums secured by this Mortgage, Borrower shall have the right to have any proceedings begun by Lender to enforce this Mortgage discontinued at any time prior to entry of a judgment enforcing this Mortgage if: (a) Borrower pay Lender all sums which would be then due under this Mortgage, had no acceleration occurred; (b) Borrower cures all breaches of any other covenants or agreements of Borrower contained in this Mortgage; (c) Borrower pays all reasonable expenses incurred by Lender in enforcing the covenants and agreements of Borrower contained in this Mortgage and in enforcing Lender's remedies as provided in Paragraph 18 hereof, including, but not limited to, reasonable attorney's fees; and (d) Borrower takes such action and pays all expenses as Lender may reasonably require to assure that the lien of this Mortgage, Lender's interest in the Property and Borrower's obligation to pay the sums secured by this Mortgage shall continue unimpaired. Upon such payment and cure by Borrower, this Mortgage and the obligations secured hereby shall remain in full force and effect as if no acceleration had occurred.

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