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COOK COUNTY, ILLINOIS
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MORTGAGE

This mortgage made and entered into this 21st day of August, 1990, by and between **COMMERCIAL NATIONAL BANK OF CHICAGO** as Trustee under a Trust Agreement dated February 23, 1987 and known as Trust No. 887 (hereinafter referred to as mortgagor) and **PLAZA BANK**, an Illinois banking corporation, (hereinafter referred to as mortgagee, who maintains an office and place of business at 7460 West Irving Park Road, Norridge, Illinois 60634.

WITNESSETH, that for the consideration hereinafter stated, receipt of which is hereby acknowledged, the mortgagor does hereby mortgage, sell, grant, assign and convey unto the mortgagee, his successors and assigns, all of the following described property situated and being in the County of Cook, State of Illinois:

\$ 16.00

LOT 30 IN BLOCK 7 IN T. J. GRADY'S SIX GREEN BRIAR ADDITION TO NORTH EDGEWATER, A SUBDIVISION OF THE NORTH EAST 1/4 OF THE NORTH WEST 1/4 OF SECTION 1, TOWNSHIP 40 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PIN #13-01-114-003-0000

Property Address: 6274 N. Francisco, Chicago, IL 60659.

First and Prior Lien recorded on subject property:

Trust Deed dated July 14, 1973 and recorded July 17, 1973 as Document 22401969, to Chicago Title and Trust Company, a Corporation of Illinois to secure a Note for \$46,500.00.

Together with and including all buildings, all fixtures including but not limited to all plumbing, heating, lighting, ventilating, refrigerating, incinerating, air conditioning apparatus, and elevators (the mortgagor hereby declaring that it is intended that the items herein enumerated shall be deemed to have been permanently installed as part of the realty), and all improvements now or hereafter existing thereon; the hereditaments and appurtenances and all other rights thereunto belonging, or in anywise appertaining, and the reversion and reversions, remainder and remainders, all rights of redemption, and the rents, issues and profits of the above described property (provided, however, that the mortgagor shall be entitled to the possession of said property and to collect and retain the rents, issues, and profits until default hereunder). To have and to hold the same unto the mortgagee and the successors in interest of the mortgagee forever in fee simple or such other estate, if any, as is stated herein.

The mortgagor hereby releases and waives all rights under and by virtue of the homestead exemption laws of the State of Illinois.

The mortgagor covenants that he is lawfully seized and possessed of and has the right to sell and convey said property, that the same is free from all encumbrances except as hereinabove recited; and that he hereby binds himself and his successors in interest to warrant and defend the title aforesaid thereto and every part thereof against the claims of all persons whomsoever.

This instrument is given to secure the payment of a promissory note dated August 21, 1990 in the principal sum of \$710,000.00, signed by **COMMERCIAL NATIONAL BANK OF CHICAGO** as Trustee under Trust Agreements dated February 23, 1987 and July 24, 1990 and known as Trust Nos. 887, 888, and 1060; **CHRISTOS THOMAS** and **PANACOULA THOMAS**.

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h. He will not voluntarily create or permit to be created against the property subject to the mortgage any lien or liens inferior or superior to the lien of this mortgage without the

9. He will keep all buildings and other improvements on said property in good repair and condition; will permit, commit, or suffer no waste, impairment, deterioration of said property or any part thereof; in the event of failure of the mortgagor to keep the buildings on said premises and those erected on said premises, or improvements thereon, in good repair, the mortgagor may make such repairs as in its discretion it may deem necessary for the proper preservation thereof; and the full amount of each and every such payment shall be immediately due and payable; and shall be secured by the lien of this mortgage.

10. The mortgagee or, at the option of the mortgagee, may be surrendered for a refund. The mortgagor in and to any insurance policies then in force shall pass to the purchaser or in extinguishment of the indebtedness secured hereby, all right, title, and interest of the mortgagor in and to any buildings or other improvements of this mortgage, or other interest of title to said property destroyed, in event of destruction of this mortgage, or other interest of title to said property hereby secured or to the restoration or repair of the property damaged or destroyed, or any part thereof, may be applied by mortgagee at its option either to the reduction of the indebtedness or to mortgagee instead of to mortgagor and mortgagee jointly, and the insurance proceeds, directly to mortgagee and directed to take payment for such loss. Insurance company concerned is hereby authorized and directed to take payment for such loss mortgagee, and mortgagee may make proof of loss if not made promptly by mortgagor, and each to the mortgagee. In event of loss, mortgagor will give immediate notice in writing to the mortgagee and have attached thereto loss payable clause, in favor of and in form acceptable by mortgagee, and will pay promptly when due any premiums thereon. All insurance shall be carried in companies acceptable to mortgagee and the policies and renewals thereof shall be held in trust for mortgagee. He will continuously maintain hazard insurance, of such type or types and in such amounts as the mortgagee may from time to time require on the improvements now or hereafter on said property, and will pay promptly when due any premiums thereon. All insurance shall be carried in companies acceptable to mortgagee and the policies and renewals thereof shall be held in trust for mortgagee. He will continuously maintain hazard insurance, of such type or types and in such amounts as the mortgagee may from time to time require on the improvements now or hereafter on said property, and will pay promptly when due any premiums thereon. All insurance shall be carried in companies acceptable to mortgagee and the policies and renewals thereof shall be held in trust for mortgagee.

11. The rights created by this mortgage shall remain in full force and effect during any postponement or extension of the time of the payment of the indebtedness evidenced by said promissory note or any part thereof secured hereby.

12. For better security of the indebtedness hereby secured, upon the request of the mortgagee, its successors or assigns, he shall execute and deliver a supplemental mortgage or mortgages covering any additions, improvements, or betterments made to the property hereinafore described and all property acquired by him after the date hereof (all in form satisfactory to mortgagee). Furthermore, should mortgagor fail to cure any default in the payment of a prior or present mortgage to cure such default, but mortgagee is not obligated to do so, and such advances shall become part of the indebtedness secured by this instrument, subject to the same terms and conditions.

13. He will pay such expenses and fees as may be incurred in the protection and maintenance of said property, including the fees of any attorney employed by the mortgagee for the collection of any or all of the indebtedness hereby secured, or foreclosure by mortgagee, a sale, or court proceedings, or in any other litigation or proceeding affecting said property. Attorneys' fees reasonably incurred in any other way shall also be paid by the mortgagor.

14. He will promptly pay the indebtedness evidenced by said promissory note at the times and in the manner provided therein.

15. He will pay all taxes, assessments, water rates, and other governmental or municipal charges, fines, or impositions, for which provision has not been made hereinafore, and will promptly deliver the official receipts therefor to the mortgagee.

16. The mortgagor covenants and agrees as follows:

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7. The covenants herein contained shall bind and the benefits and advantages shall inure to the

executing this mortgage, then this mortgage shall be canceled and surrendered. discharges all taxes and liens and the costs, fees, and expenses of making, enforcing and discharges the indebtedness evidenced by said promissory note, and shall pay such sums and shall promissory note, subject to the same terms and conditions. If the mortgagor shall pay and added to and become a part of the principal amount of the indebtedness evidenced by said promissory note, authorized at his option to pay the same. Any sums so paid by the mortgagor shall be tax or other tax lien, charge, fee, or other expense charged against the property the mortgagor. In the event the mortgagor fails to pay any Federal, state, or local tax assessment, income

deficiency without regard to appraisal. promissory note, the mortgagor will be entitled to a deficiency judgment for the amount of the sufficient to pay the total indebtedness secured by this instrument and evidenced by said 5. In the event said property is sold at a judicial foreclosure sale, and no proceeds are not

excess to the person or persons legally entitled thereto. fees) secondly, to pay the indebtedness secured hereby; and thirdly, to pay any surplus or mortgage for the purpose of protecting and maintaining said property, and reasonable attorneys' be applied first to pay the costs and expenses of said sale, the expenses incurred by the 4. The proceeds of any sale of said property in accordance with the preceding paragraph shall

of said property. rights of appraisalment) pursuant to the laws of the State of Illinois governing the disposition property without appraisalment (the mortgagor having and assigned to the mortgagor all regardless of the maturity, and the mortgagor or his assigns may before or after entry sell said become due, payable and collectible without notice, at the option of the mortgagor or assigns, the promissory note secured hereby, the estate's indebtedness hereby secured shall immediately part thereof when due, or shall fail to perform any covenant or agreement of this instrument or 3. The mortgagor covenants and agrees that he shall fail to pay said indebtedness or any

on said property to that extent. collecting such rents and profits, this instrument shall operate as an assignment of any rentals 2. Default in any of the covenants or conditions of this instrument or of the note or loan agreement secured hereby shall terminate the mortgagor's right to possession, use, and enjoyment of the property, at the option of the mortgagor or his assigns (it being agreed that the mortgagor shall have such right until default). Upon any such default, the mortgagor shall become the owner of all of the rents and profits accruing after default as security for the 1. The mortgagor shall have the right to inspect the mortgaged premises at any reasonable

time. k. The mortgagor shall have the right to inspect the mortgaged premises at any reasonable acquittance thereof and to appeal from any such award. mortgages is hereby authorized, in the name of the mortgagor, to execute and deliver said mortgages, who may apply the same to payment of the installment due under said note, and to any of the property subject to this mortgage are hereby assigned and shall be paid to 5. All awards of damages in connection with any condemnation for public use of or injury

or remove, or substantially alter any building without the written consent of the mortgagor. l. He will not rent or assign any part of the rent of said mortgaged property or demolish, or improvements now being erected or to be erected on said premises.

the claim of all persons supplying labor or materials for construction of any and all buildings written consent of the mortgagor, and further, that he will keep and maintain the same free from

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Box 333

First Bank
7400 W. Irving Park Rd
Chicago, Ill.
Attn: Nick Langles

Prepared by/Return to:

90443172

Property of

This instrument is executed by COMMERCIAL NATIONAL BANK OF CHICAGO, not personally, but solely as Trustee, for the benefit of the mortgagee, and the conditions and covenants herein shall be deemed to be made by COMMERCIAL NATIONAL BANK OF CHICAGO, not personally, but solely as Trustee, as stated and not individually, and no personal liability shall be incurred or be enforceable against COMMERCIAL NATIONAL BANK OF CHICAGO by reason of any of the above provisions, representations or warranties herein.

Commercial National Bank of Chicago,
not personally but as Trustee under Trust No. 887
By [Signature] Trust Officer
Assistant Trust Officer

IN WITNESS WHEREOF, the mortgagee has executed this instrument and the mortgagee has accepted delivery of this instrument as of the day and year aforesaid.

11. The mortgagee, on behalf of himself and each and every person claiming by, through, or under him, hereby waives any and all rights of redemption, statutory or otherwise, without prejudice to mortgagee's right to any remedy, legal or equitable, which mortgagee may pursue to enforce payment or to affect collection of all or any part of the indebtedness secured by this mortgage, and without prejudice to mortgagee's right to a deficiency judgment or any other appropriate relief in the event of foreclosure of this mortgage.

12. Any written notice to be issued to the mortgagee shall be addressed to the mortgagee at Plaza Bank, 7400 West Irving Park Road, Northridge, IL 60634.

13. Any written notice to be issued to the mortgagee pursuant to the provisions of this instrument shall be addressed to the mortgagee at 9405 N. Ozanam, Morton Grove, IL 60053.

14. A judicial decree, order or judgment holding any provision of this instrument invalid or unenforceable shall not in any way impact or preclude the enforcement of the remaining provisions or portions of this instrument.

15. No waiver of any covenant herein or of the obligation secured hereby shall at any time hereafter be held to be a waiver of the terms hereof or of the note secured hereby.

16. Respective successors and assigns of the parties hereto, whenever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall include all genders.

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Box 333

PROPERTY OF COOK COUNTY

PROPERTY OF COOK COUNTY

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the County of Cook, Illinois, this 1st day of January, 1903.

County Clerk

Notary Public

Notary Public

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the County of Cook, Illinois, this 1st day of January, 1903.

County Clerk

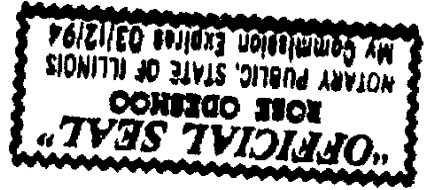
Notary Public

Notary Public

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My Commission expires: _____

Notary Public

[Handwritten Signature]

GIVEN under my hand and notarial seal this 21st day of August, 1990

The undersigned, a Notary Public in and for said county, in the aforesaid State, do hereby certify that on this day personally appeared before me, Joseph G. Glab & Cynthia S. Neill, person(s) whose name(s) are subscribed to the foregoing instrument, and acknowledged that they signed, sealed, and delivered the said instrument as their free and voluntary act and deed, for the uses and purposes therein set forth, including waiver of rights of redemption and the waiver of all rights and benefits under and by virtue of the homestead exemption laws of this State.

State of Illinois)
) ss.
 County of Cook)

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