

MORTGAGE - 9 AM 11: 25

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The undersigned, CHICAGO TITLE AND TRUST CO., a National Banking Association, not personally but as Trustee, under the provisions of a deed or deeds in trust duly recorded and delivered to the undersigned pursuant to a Trust Agreement dated September 15, 1990 and known as Trust Number 1095901 hereinafter referred to as the "Mortgage", does hereby mortgage and convey to FIRST OF AMERICA BANK-GOLF MILL, a Banking Corporation having its principal office at 9101 Greenwood Avenue Illinois, hereinafter referred to as the "Mortgagee", the following real estate in the County of Cook State of Illinois to wit

LOT 1 IN GREEN TREE RESUBDIVISION OF THE SOUTH 1/2 OF LOT 205 (EXCEPT THE EAST 17 FEET) IN FREDERICK H. BARTLETT'S ADDITION TO FREDERICK H. BARTLETT'S 79TH STREET ACRES BEING A SUBDIVISION OF THE WEST 1/2 OF THE SOUTH EAST 1/4 OF SECTION 31, THE WEST 1/2 OF THE NORTH WEST 1/4 OF SAID SECTION 31, THE WEST 1/2 OF THE SOUTH WEST 1/4 OF SAID SECTION 31, ALL IN TOWNSHIP 38 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN; ALSO THE EAST 1/2 OF THE SOUTH EAST 1/4 OF SECTION 36, TOWNSHIP 38 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

P.I.N. 18-36-403-081-0000

55,000 - 55,000 - 3 Acres - Single real

Together with all buildings, improvements, fixtures or appurtenances now or hereafter erected hereon placed thereon including all apparatus, equipment, fixtures or articles, whether in single units or totally controlled, used to supply heat, gas, air conditioning, water, light, power, refrigeration, ventilation or other service, and any other thing now or hereafter thereon or thereunder, the fixtures of which by lesson to lessors is customary or appropriate, including screens, window shades, storm doors and window door closers, screen doors, in a door beds, swings, stoves, water heaters, refrigerators, washing machines, clothes dryers, and all other such appliances (all of which are intended to be and are hereby declared to be a part of the real estate) whether they physically attach thereto or not, and also together with all covenants 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, appurtenances and equipment, unto said Mortgagee forever for the uses hereinafter set forth, free from all rights and benefits under the Homestead Exemption Laws of the State of Illinois which said rights and benefits said Mortgagee does hereby release and waive.

TO SECURE (1) The payment of a Note executed by the Mortgagee to the order of the Mortgagee in accordance herewith in the principal sum of Five Hundred Eighty Five Thousand and no/100 Dollars (\$585,000.00) together with interest thereon as therein provided, in payments in monthly installments of Dollars \$ 5,351.23 commencing the 5th day of November 1990, which payments are to be applied first to the principal of said Note, then to any unpaid interest and the balance to principal of said indebtedness as paid in full. (2) The performance of other agreements as said Note, which is hereby incorporated herein and made a part hereof, and which provides, among other things, for an additional monthly payment of one-twelfth (1/12) of the estimated annual taxes (unless the Mortgagee has pledged an interest bearing savings account for the estimated taxes) assessments, insurance premiums and other charges upon the mortgaged premises, (3) any future advances as hereinafter provided, and (4) The performance of all of the covenants and obligations of the Mortgagee as contained herein and in said Note.

\*with a final payment to include all remaining principal and interest due at maturity.

THE MORTGAGOR COVENANTS

A. (1) To pay said indebtedness and the interest thereon as herein and in said Note provided for, according to its terms and in accordance with the terms of said Note, (2) To pay when due and before any penalty attaches thereto all taxes, special taxes, special assessments, water charges, and sewer charges against said property, including those therefor due and to be assessed, upon request, duplicate receipts therefor, and all such taxes, 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 and on such terms as shall be satisfactory to the Mortgagee. Such insurance policies shall remain with the Mortgagee during said period or periods, and contain the usual provisions to keep 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 trustee or redemption of any property, a Master in Chancery, under order, and in case of any other sale by order of the Mortgagee is authorized to adjust, collect and compromise in its discretion all claims thereunder in the interests of the Mortgagee and to receive the proceeds of loss receipts, vouchers, releases and all payments required to be signed by the Mortgagee for such purpose, and the Mortgagee is authorized to apply the proceeds of such insurance claim to the restoration of the property or upon the indebtedness hereby secured in its discretion, but monthly payments shall continue until and including the date of such claim; (4) Immediately after the expiration of the period of redemption and promptly complete the rebuilding or restoration of buildings and improvements now or hereafter upon 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 and preserve in good condition and repair, without waste and without any mechanic's or other lien or claim of lien not expressly subordinated to the benefit of the Mortgagee, all improvements of any kind if this Mortgage is on a leasehold; (6) To perform all obligations under any declaration, covenant, by laws, regulations, and covenants and documents pertaining to the premises if the Mortgage is on a leasehold in a planned unit development; (7) Not to make, suffer or permit any unlawful use of any mansion, forest or land upon said property, or to do anything which may impair its value by any such use or action; (8) To comply with all requirements of law with respect to mortgaged premises and the use thereof; (9) Not to make, suffer or permit, without the written prior consent 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 additions, alterations, demolition, removal or sale of any improvements, appurtenances, appurtenances, fixtures or equipment now or hereafter upon said property, (c) any purchase or sale, lease or agreement under which the property is reserved in the vendor, or any apparatus, fixtures or equipment to be placed thereon upon any building or improvement on said property; (10) To complete and maintain in good repair, (a) any building or improvement now or at any time in process of erection upon said premises; (11) To pay, or to cause to be paid, all taxes, assessments, charges, interest, and other obligations which the Mortgagee is liable to pay, or to cause to be paid, by the Mortgagee as a mortgagor in which it may be made a party, to be paid by a reasonable amount of the Mortgagee.

B. That in case of failure to perform any of the covenants herein, Mortgagee may do as Mortgagee shall fully everything, as herein provided, and Mortgagee may also do any act it may deem necessary to protect the lien hereof, that Mortgagee 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 18.0% per cent per annum 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 so finally determined, that it shall not be obligatory upon the Mortgagee to inquire into the validity of any lien, encumbrance or claim made upon or against any real estate, 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 in consequence of anything it may do or omit to do hereunder.

C. That it is the intent hereof to secure payment of said Note whether the same amount shall have been advanced to the Mortgagee at the date hereof or at any date or having been advanced shall have been repaid in part and further advances made at a later date.

D. That in the event the ownership of said property or any part thereof becomes vested in a person other than the Mortgagee, the Mortgagee may, without notice to the Mortgagee, deal with such sum or sums interest with a release to the Mortgagee and the debt hereby secured in the same manner as with the Mortgagee, and may continue to sue or to extend time for payment of the debt, secured hereby, without discharging or in any way affecting the liability of the Mortgagee hereunder or upon the debt hereby secured.

E. In the event the undersigned transfers the title or any part thereof or assigns it to a third party or the undersigned executes a Deed of Agreement for Lease or Contract of Sale for the property described in this Mortgage, or upon assignment of the leasehold interest in the tract under which title to said property is or shall be held to any person, corporation, or entity other than to the undersigned, the then balance of principal and interest hereunder remaining unpaid shall immediately become due and payable, and upon demand by the holder of the Note, the undersigned promises to pay the same forthwith.

F. That time is of the essence hereof, and if default be made in performance of any covenant hereon in continuing or in making any payment under said Note, no obligation or any extension or renewal thereof, or any extension be instituted to enforce any other lien or charge upon any of said property, or upon the filing of a proceeding in bankruptcy by or against the Mortgagee, or if the Mortgagee shall make an assignment for the benefit of his creditors or if his property be placed under control of a court of any court, or if the Mortgagee abandons any of said property, or in the event of the transfer of, or agreement to transfer, any right, title or interest in said property or any portion thereof, or if the Mortgagee fails to complete within a reasonable time, any building or buildings now or at any time in process of erection upon said premises, or if Mortgagee defaults in the performance of payment of any other obligation or lien to the Mortgagee, then and in any of said events, the Mortgagee is hereby authorized and empowered, in its option, and without affecting the lien hereby created or the priority of said lien or any right of the Mortgagee hereunder, to the time, without notice to any sum secured hereby, immediately due and payable, whether or not such default be remedied by the Mortgagee, and apply toward the payment of said Mortgage indebtedness any indebtedness of the Mortgagee to the Mortgagee and the Mortgagee may also immediately proceed to foreclose this Mortgage, and in any foreclosure sale may be made of the premises en masse without offering the several parts separately. That in the event that the ownership of said property, or any part thereof, becomes vested in a person other than the Mortgagee and any part of the sums secured for by this mortgage, and in the further event that the Mortgagee does not elect to declare such sums immediately due and payable, the Mortgagee shall pay a reasonable fee to the Mortgagee to cover the cost of amending the records of the Mortgagee to show such change of ownership.

G. That upon the commencement of any foreclosure proceeding hereunder, the court in which such bill of foreclosure is filed may, at any time, either before or after sale, and without notice to the Mortgagee, or any party claiming under him, and without regard to the then value of said premises or whether the same shall then be occupied by the owner of the equity of redemption as a homestead, appoint a receiver with power to manage and rent and to collect the rents, issues and profits of said premises during the pendency of such foreclosure and the statutory period of redemption, and such rents, issues and profits, when collected, may be applied before as well as after the sale, towards the payment of the indebtedness, costs, taxes, insurance or other items necessary for the protection and preservation of the property, including the expenses of such receiver, shill, or any other persons, whether there be a decree therefor in personam or not, and if a receiver shall be appointed he shall remain in possession until the expiration of the full period allowed by statute for redemption, whether there be redemption or not, and until the issuance of deed in case of sale, but if no deed be issued, until the expiration of the statutory period during which it may be issued.

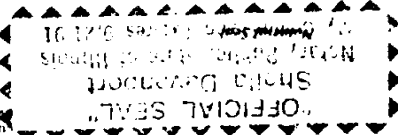
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BOX 333 - GG



COUNTY OF COOK  
STATE OF ILLINOIS

ASSISTANT SECRETARY

ASSISTANT VICE PRESIDENT

ASSISTANT VICE PRESIDENT

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Given under my hand and Notarial Seal this 27th day of October 1990

Notary Public

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Main body of the document containing legal clauses, including "IN WITNESS WHEREOF...", "THE PROVISIONS OF THE RIDER WHICH IS ATTACHED HERETO...", and "I, the undersigned...".

# UNOFFICIAL COPY

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RIDER TO MORTGAGE DATED October 5, 1990

MADE BY Chicago Title and Trust Co. as Trustee U/T/A dated 9/15/90

and known as Trust No. 1095901

TO FIRST OF AMERICA BANK - GOLF MILL

- L. MORTGAGOR(S) HEREBY WAIVE(S) ANY AND ALL RIGHTS OF REDEMPTION FROM SALE UNDER ANY ORDER OR DECREE OF JUDGEMENT OF FORECLOSURE OF THIS MORTGAGE ON ITS OWN BEHALF AND ON BEHALF OF EACH AND EVERY PERSON, EXCEPT DECREE OR JUDGMENT CREDITORS OF THE MORTGAGOR(S) ACQUIRING ANY INTEREST OR TITLE TO THE PREMISES SUBSEQUENT TO THE DATE OF THIS MORTGAGE.
- M. THE PROCEEDS OF THE LOAN SECURED HEREBY WILL BE USED FOR THE PURPOSE SPECIFIED IN PARAGRAPH 6404 (1) (C) OF CHAPTER 17 OF THE ILLINOIS REVISED STATUTES (1983); THAT THE LOAN SECURED HEREBY CONSTITUTES A BUSINESS LOAN WITHIN THE MEANING OF SAID PARAGRAPH AND THAT, ACCORDINGLY, THE LOAN SECURED HEREBY IS EXEMPT FROM THE ILLINOIS USURY REQUIREMENTS.

DeKalb County Clerk's Office

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