

# UNOFFICIAL COPY

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## REAL ESTATE MORTGAGE

LaSALLE NATIONAL TRUST, N.A., Successor Trustee to

WITNESSETH that LA SALLE NATIONAL BANK, AS TRUSTEE UNDER A TRUST AGREEMENT DATED THE 6TH DAY OF DECEMBER, 1985, KNOWN AS TRUST #110551

COOK County, State of Illinois, hereinafter referred to as

Mortgagor, does mortgage and convey unto TRANSAMERICA FINANCIAL SERVICES, INC., hereinafter referred to as Mortgagee, the following described Real Estate in the County of COOK, State of Illinois,

to wit:

LOT 8 IN BLOCK 49 IN FIRST ADDITION TO BEVERLY GATEWAY, A SUBDIVISION OF BLOCKS 17, 49, 50 AND 54 IN DEWEY AND VANCE'S SUBDIVISION OF THE SOUTH 1/2 OF SECTION 30, TOWNSHIP 38 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

P.I.N.: 20-30-312-004

COMMONLY KNOWN AS: 7821 S. WESTERN AVE CHICAGO, ILL 60629

DEPT-01 RECORDING 115.2  
74444 TRK 3335 12/03/90 13:12:00  
#1284 4 7 \* - 90 - 586037  
COOK COUNTY RECORDER

together with all buildings and improvements, hereditaments, and appurtenances pertaining to the property above described, all of which is referred to hereinafter as the "premises".

TO HAVE AND TO HOLD the above-described premises unto the said Mortgagee forever, for the purposes and uses herein set forth.

FOR THE PURPOSE OF SECURING: (1) Performance of each agreement of Mortgagor contained herein; (2) Payment of the principal sum with interest, as provided in accordance with the terms and provisions of a Promissory Note dated NOVEMBER 29TH, 1990, herewith executed by Mortgagor and payable to the order of Mortgagee, in the principal sum of \$89,549.38; (3) Payment of any additional advances, with interest thereon, as may hereafter be loaned by Mortgagee to Mortgagor in a maximum sum of \$89,549.38; (4) The payment of any money that may be advanced by the Mortgagee to Mortgagor for any reason, or to third parties, with interest thereon, where the amounts are advanced to protect the security or in accordance with the covenants of this Mortgage; (5) Any renewal, refinancing or extension of said promissory note, or any other agreement to pay which may be substituted therefor.

All payments made by Mortgagor on the obligation secured by this Mortgage shall be applied in the following order:  
FIRST: To the payment of taxes and assessments that may be levied and assessed against said premises, insurance premiums, repairs, and all other charges and expenses agreed to be paid by the Mortgagor.  
SECOND: To the payment of interest due on said loan.  
THIRD: To the payment of principal, until said indebtedness is paid in full.

TO PROTECT THE SECURITY HEREOF, MORTGAGOR COVENANTS AND AGREES: (1) to keep said premises insured against loss by fire and other hazards, casualty and contingencies up to the full value of all improvements in such amounts, and in such companies as Mortgagee may from time to time approve, and that loss proceeds (less expense of collection) shall, at Mortgagee's option, be applied on said indebtedness. In event of loss Mortgagor will give immediate notice by mail to the Mortgagee, who may make proof of loss if not made promptly by Mortgagor, and each insurance company concerned is hereby authorized and directed to make payment for such loss directly to the Mortgagee instead of to the Mortgagor; (2) To pay all taxes and special assessments of any kind that have been or may be levied or assessed upon said premises, and to deliver to Mortgagee, upon request of the Mortgagee, the official receipt showing payment of all such taxes and assessments; (3) In the event of default by Mortgagor under Paragraphs 1 or 2 above, Mortgagee, at its option, may (a) place and keep such insurance above provided in full force throughout the life of this Mortgage and pay the reasonable premiums and charges therefor;

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MORTGAGE

Property of Cook County Clerk's Office

From: \_\_\_\_\_

To: TRANSAMERICA FINANCIAL SERVICES, INC.

City of \_\_\_\_\_, Illinois

\_\_\_\_\_

DOC. NO.

Filed for Record in the Recorder's Office

of \_\_\_\_\_ County,

Illinois, on the day of \_\_\_\_\_, A.D. 19

at \_\_\_\_\_ o'clock \_\_\_\_\_ m., and duly recorded

in Book \_\_\_\_\_ of \_\_\_\_\_

Page \_\_\_\_\_

\_\_\_\_\_ Clerk

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(b) pay all said taxes and assessments without determining the validity thereof; and (c) pay such liens and all such disbursements shall be deemed a part of the indebtedness secured by this Mortgage and shall be immediately due and payable by Mortgagor to Mortgagee; (4) To keep the buildings and other improvements now existing or hereafter erected in good condition and repair, not to commit or suffer any waste or any use of said premises contrary to restrictions of record or contrary to law, and to permit Mortgagee to enter at all reasonable times for the purpose of inspecting the premises; not to remove or demolish any building thereon; to restore promptly and in a good and workmanlike manner any buildings which may be damaged or destroyed thereon, and to pay, when due, all claims for labor performed and materials furnished therefor; (5) That he will pay, promptly the indebtedness secured hereby, and perform all other obligations in full compliance with the terms of said Promissory Note and this Mortgage; (6) That the time of payment of the indebtedness hereby secured, or of any portion thereof may be extended or renewed, and any portions of the premises herein described may, without notice, be released from the lien hereof, without releasing or affecting the personal liability of any person or the priority of this Mortgage; (7) That he does hereby forever warrant and will forever defend the title and possession thereof against the lawful claims of any and all persons whatsoever.

RIDER ATTACHED TO AND MADE A PART OF THE TRUST DEED OR MORTGAGE  
DATED 11/22/90 UNDER TRUST NO. 110551

This Mortgage or Trust Deed in the nature of a mortgage is executed by LA SALLE NATIONAL TRUST, N.A., not personally, but as Trustee under Trust No. 110551 in the exercise of the power and authority conferred upon and vested in it as such Trustee (and said LA SALLE NATIONAL TRUST, N.A. hereby warrants that it possesses full power and authority to execute the Instrument) and it is expressly understood and agreed that nothing contained herein or in the note, or in any other instrument given to evidence the indebtedness secured hereby shall be construed as creating any liability on the part of said mortgagor or grantor, or on said LA SALLE NATIONAL TRUST, N.A. personally to pay 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 hereby expressly waived by the mortgagor or Trustee under said Trust Deed, the legal owners or holders of the note, and by every person now or hereafter claiming any right or security hereunder; and that so far as the mortgagor or grantor and said LA SALLE NATIONAL TRUST, N.A. personally are concerned, the legal holders of the note and the owner or owners of any indebtedness accruing hereunder shall look solely to the premises hereby mortgaged or conveyed for the payment thereof by the enforcement of the lien created in the manner herein and in said note provided or by action to enforce the personal liability of the guarantor or guarantors, if any. Trustee does not warrant, indemnify, defend title nor is it responsible for any environmental damage.

SEE RIDER ATTACHED  
RIDER NO. MADE A PART HEREOF  
110551-6037

Office



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SKOKIE, ILL. 60077  
P.O. BOX 1653  
C. BASKIN

DOCUMENT PREPARED BY

MAIL TO

all rights under my homestead, exemption and valuation laws.

Given under my hand and Notarial Seal this

5th

December

A.D. 1990

NOTARY PUBLIC

and acknowledged that they signed, read and delivered the said instrument as described to the foregoing instrument, appeared before me this day in person whose names are

as Vice President and Assistant Secretary, respectively, personally known to me to be the same persons Do hereby Certify That Joseph W. Lang and Corinne Bek of LaSalle National Trust, N.A.

the undersigned

COUNTY OF Cook

STATE OF ILLINOIS

(SEAL)

(SEAL)

Assistant Secretary

(SEAL) By: Vice President

Attest:

WITNESS the hand and seal of the Mortgagor, the day and year first written.

KNOWN AS TRUST #110551

TERMINES UNDER TRUST AGREEMENT DATED THE 01st DAY OF DECEMBER, 1985 DATE OF MORTGAGE NOVEMBER 29TH, 1990

(15) THIS MORTGAGE IS BEING EXECUTED BY LA SALLE NATIONAL BANK, NOT PERSONALLY BUT AS

(14) THE MORTGAGE SHALL BE CONSIDERED TO BE MADE BY LA SALLE NATIONAL BANK, NOT PERSONALLY BUT AS

homestead or exemption as may be set apart in priority, to the extent permitted by law, to the Successor of the State of Illinois

(13) Each of us, whether Principal, Surety, Guarantor, Endorser, or other party hereto, hereby waives and renounces each for himself and estate, any and all homestead or exemption rights either of us have under or by virtue of the Constitution or Laws of this State, or of the United States, in regard to this debt or any renewal thereof; and any security agreement taken to secure this note or any renewal thereof; and the undersigned, and each Surety, Endorser, Guarantor, or other party to this note, transfers, conveys, and assigns to the Holder hereof, a sufficient amount of any homestead or exemption that may be allowed to be undesignated, or either of them, including such

(12) If any of the undersigned is a married woman, she represents and warrants that this instrument has been executed in her behalf, and for her sole and separate use and benefit, and that she has not executed the same as surety for another, but that she is the borrower hereunder.

(11) Should said property or any part thereof be taken by reason of condemnation proceeding, Mortgagee shall be entitled to all compensation, awards, wards, other payments, therefor and apply the same on said indebtedness.

(10) Invalidity or unenforceability of any provisions herein shall not affect the validity and enforceability of any other provisions.

(9) All Mortgagors shall be jointly and severally liable for fulfillment of their covenants and agreements herein contained, and all provisions of this Mortgage shall inure to and be binding upon their heirs, executors, administrators, successors, transferees, lessees and assigns of the parties hereto respectively. Any reference in this Mortgage of the singular shall be construed as plural where appropriate.

(8) Should Mortgagor sell, convey, transfer or dispose of, or further encumber said property, or any part thereof, without the written consent of Mortgagee being first had and obtained, then Mortgagee shall have the right, at its option, to declare all sums secured hereby forthwith due and payable.

(7) Should Mortgagor sell, convey, transfer or dispose of, or further encumber said property, or any part thereof, without the written consent of Mortgagee being first had and obtained, then Mortgagee shall have the right, at its option, to declare all sums secured hereby forthwith due and payable.

(6) Should Mortgagor sell, convey, transfer or dispose of, or further encumber said property, or any part thereof, without the written consent of Mortgagee being first had and obtained, then Mortgagee shall have the right, at its option, to declare all sums secured hereby forthwith due and payable.

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(7) By accepting payment of any sum secured hereby after its due date, Mortgagor does not waive its right either to require prompt payment when due of all other sums so secured or to declare default for failure so to pay. If Mortgagor shall pay said Promissory Note at the time and in the manner aforesaid and shall abide by, comply with, and duly perform all the covenants and agreements herein, then this conveyance shall be null and void.

(8) If Mortgagor shall pay said note at the time and in the manner aforesaid and shall abide by, comply with, and duly perform all the covenants and agreements herein, then Mortgagor will, within thirty (30) days after written demand therefor by Mortgagee, execute a release or satisfaction of this mortgage, and Mortgagee hereby waives the benefits of all statutes or laws which require the earlier execution or delivery of such release or satisfaction by Mortgagee, if permitted by law.

(9) Each of the undersigned hereby waives the right to claim any damage for trespass, injury or any tort occasioned by or resulting from the exercise by the Holder of the rights given hereunder or any attempt to exercise any other right the Holder is herein granted, or any other right that the Holder has or may hereafter have, to the extent permitted by law.

(10) Whereby, by the terms of this instrument or of said Promissory Note, Mortgagee, by any option, such option may be exercised when the right accrues or at any time thereafter, and by Mortgagee of payment or indebtedness in default shall constitute a waiver of any default then existing and continuing or thereafter accruing.

(11) Mortgagee shall be subrogated to the lien of any and all prior encumbrances, liens or charges paid and discharged from the proceeds of the loan hereby secured, and even though such prior liens have been released of record, the repayment of said indebtedness shall be secured by such liens on the portion of the premises affected thereby to the extent of such payments, respectively.

(12) In the event said premises are sold at a foreclosure sale, Mortgagee shall be liable for any deficiency remaining after sale of the premises if permitted by law, and application of the proceeds of said sale to the indebtedness secured and to the expense of foreclosure, including Mortgagee's reasonable attorney's fees and legal expenses, if allowed by law.

(13) If the Mortgagor shall fail to pay installments on said Promissory Note or on any other advance or obligation which may be secured hereby as the same may hereafter become due, or upon default in performance of any agreement hereunder, or upon sale or other disposition of the premises by Mortgagee, or should any action or proceeding be filed in any court to enforce any lien on, claim against or interest in the premises, then all sums owing by the Mortgagor to the Mortgagee under the Mortgage or under the Promissory Note secured hereby shall immediately become due and payable at the option of the Mortgagee, on the application of the Mortgagee, or any other person who may be entitled to the monies due thereon. In such event the Mortgagee shall have the right immediately to foreclose this mortgage by complaint for that purpose, and such complaint may be prosecuted to judgment and execution and sale for the collection of the whole amount of the indebtedness and interest thereon, including reasonable attorney's fees, any amounts advanced pursuant to this mortgage, costs of suit, and costs of sale, if permitted by law.

IT IS MUTUALLY AGREED THAT (1) If the Mortgagor shall fail to pay installments on said Promissory Note or on any other advance or obligation which may be secured hereby as the same may hereafter become due, or upon default in performance of any agreement hereunder, or upon sale or other disposition of the premises by Mortgagee, or should any action or proceeding be filed in any court to enforce any lien on, claim against or interest in the premises, then all sums owing by the Mortgagor to the Mortgagee under the Mortgage or under the Promissory Note secured hereby shall immediately become due and payable at the option of the Mortgagee, on the application of the Mortgagee, or any other person who may be entitled to the monies due thereon. In such event the Mortgagee shall have the right immediately to foreclose this mortgage by complaint for that purpose, and such complaint may be prosecuted to judgment and execution and sale for the collection of the whole amount of the indebtedness and interest thereon, including reasonable attorney's fees, any amounts advanced pursuant to this mortgage, costs of suit, and costs of sale, if permitted by law.

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Notary Public's Office

# UNOFFICIAL COPY

(8) Should Mortgagor sell, convey, transfer or dispose of, or further encumber said property, or any part thereof, without the written consent of Mortgagee being first had and obtained, then Mortgagee shall have the right, at its option, to declare all sums secured hereby forthwith due and payable.

(9) All Mortgagor shall be jointly and severally liable for fulfillment of their covenants and agreements herein contained, and all provisions of this Mortgage shall inure to and be binding upon the heirs, executors, administrators, successors, grantees, lessees and assigns of the parties hereto respectively. Any reference in this Mortgage of the singular shall be construed as plural where appropriate.

(10) Invalidity or unenforceability of any provisions herein shall not affect the validity and enforceability of any other provisions.

(11) Should said property or any part thereof be taken by reason of condemnation proceeding, Mortgagee shall be entitled to all compensation, awards, other payments therefor and apply the same on said indebtedness.

(12) If any of the undersigned is a married woman, she represents and warrants that this instrument has been executed in her behalf, and for her sole and separate use and benefit and that she has not executed the same as surety for another, but that she is the Borrower hereunder.

(13) Each of us, whether Principal, Surety, Guarantor, Endorser, or other party hereto, hereby waives and renounces, each for himself and family, any and all homestead or exemption rights either of us have under or by virtue of the Constitution or Laws of any State, or of the United States, as against this debt or any renewal thereof; and any security agreement taken to secure this note or any renewal thereof; and the undersigned, and each Surety, Endorser, Guarantor, or other party to this note, transfers, conveys and assigns to the Holder hereof, a sufficient amount of any homestead or exemption that may be allowed to the undersigned, or either of them, including such homestead or exemption as may be set apart in bankruptcy to the extent permitted by law.

THE RIDER ATTACHED HERETO (N) IS TO BE A PART OF THIS INSTRUMENT. LA SALLE NATIONAL TRUST, N.A. Successor Trustee to

(14) This Mortgage shall be construed according to the laws of the State of Illinois.

(15) THIS MORTGAGE IS BEING EXECUTED BY LA SALLE NATIONAL BANK, NOT PERSONALLY BUT AS TRUSTEE UNDER TRUST AGREEMENT DATED THE 6TH DAY OF DECEMBER, 1985 DATE OF MORTGAGE NOVEMBER 29TH, 1990 KNOWN AS TRUST #110551

WITNESS the hand and seal of the Mortgagor, the day and year first written.

Attest: Assistant Secretary (SEAL) Vice President (SEAL)

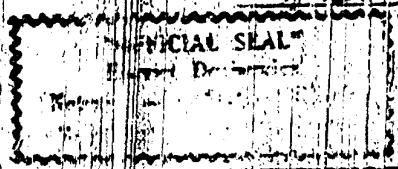
STATE OF ILLINOIS }  
COUNTY OF Cook } ss:  
I, the undersigned, a notary public, in and for the county and State aforesaid,

Do hereby Certify That Joseph W. Lang and Corinne Bek of LaSalle National Trust, N.A. as Vice President and Assistant Secretary, respectively, personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed, sealed and delivered the said instrument as their free and voluntary act for the uses and purposes therein set forth, including the release and waiver of

90586037

MAIL TO Under my hand and Notarial Seal this 3rd day of December A.D. 1990

DOCUMENT PREPARED BY  
C. BASKIN  
P.O. BOX 1653  
SKOKIE, IL 60077



[Signature]  
NOTARY PUBLIC

pay 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 hereby expressly waived by the mortgagee or Trustee under said Trust Deed, the legal owners or holders of the note, and by every person now or hereafter claiming any right or security hereunder; and that so far as the mortgagor or grantor and said LA SALLE NATIONAL TRUST, N.A. personally are concerned, the legal holders of the note and the owner or owners of any indebtedness accruing hereunder shall look solely to the premises hereby mortgaged or conveyed for the payment thereof by the enforcement of the lien created in the manner herein and in said note provided or by action to enforce the personal liability of the guarantor or guarantors, if any. Trustee does not warrant, indemnify, defend title nor is it responsible for any environmental damage.