

UNOFFICIAL COPY

WORTH BANK AND TRUST, as trustee and not personally U/I/A dated April 4, 1978 and known as Trust No. 2697

of Village of Worth County of Cook State of Illinois, hereinafter referred to as the Mortgagor, do hereby Mortgage and Assign to

90586288

BURBANK STATE BANK

an Illinois Association, hereinafter referred to as the Mortgagee, the following real estate, situated in the County of Cook, in the State of Illinois, to-wit:

Lot Twenty-three (23) in Block Nineteen (19) in Frederick H. Bartlett's First Addition to Greater 79th Street Subdivision being a Subdivision of the South East quarter (SE 1/4) of the South East quarter (SE 1/4) of Section Thirty (30); also the South West quarter (SW 1/4) of the South West quarter (SW 1/4) of the South East quarter (SE 1/4) of the South West quarter (SW 1/4) of section Twenty-nine (29), Township Thirty-eight (38) North, Range Thirteen (13), East of the Third Principal Meridian, in Cook County, Illinois.

P. I. N. 19-30-402-014

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TOGETHER with all the buildings and improvements now or hereafter erected thereon, including all gas and electric fixtures, plumbing, motors, boilers, furnaces, ranges, refrigerators, and all apparatus and fixtures of every kind, whether used for the purpose of supplying or distributing heat, refrigeration, light, water, air, power, or otherwise now in or which hereafter may be placed in any building or improvement upon said property; together with the rents, issues and profits of every name, nature and kind. It being the intention hereby to establish an absolute transfer and assignment to the Mortgagee of all leases and avails of said premises and the furnishings and equipment therein. Such rents, issues and profits shall be applied first to the payment of all costs and expenses of acting under such assignment, and second to the payment of any indebtedness then due or incurred hereunder.

TO HAVE AND TO HOLD the said property, with said appurtenances, apparatus and fixtures, unto said Mortgagee forever, for the use 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 Mortgagors do hereby release and waive.

This mortgage is given to secure performance by the Mortgagor of the covenants herein contained and the payment of a certain indebtedness to the Mortgagee evidenced by an Obligation of even date herewith

in the principal sum of SIXTY-EIGHT THOUSAND AND 00/100THS

Dollars (\$ 68,000.00), payable, as follows:

Interest only monthly commencing on the fourth day of November, 1990, and the fourth day of each succeeding month.

DEPT-01 RECORDING \$17.00
T.0028 TRAN 9252 12/07/90 14:33:00
#951 # H * -50-584288
COOK COUNTY RECORDER

A. THE MORTGAGOR COVENANTS:

(1) To repay the mortgagee all sums paid by it under the terms of the obligation secured hereby, together with interest as therein provided, and to repay all other sums paid or advanced by the mortgagee hereunder, together with interest thereon at the rate of per cent per annum; whether such sums shall have been paid or advanced at the date hereof or at any time hereafter.

(2) To pay when due all taxes and assessments levied against said property or any part thereof under any existing or future law, and to deliver receipts for such payments to the Mortgagee promptly upon demand.

(3) Until said indebtedness is fully paid, or in case of foreclosure, until the expiration of the period of redemption, to keep the improvements now or hereafter on said premises insured for the full insurable value against damage by fire, tornado or other hazards, as the Mortgagee may require and in companies approved by its directors; and to pay or provide for payment of premiums on such insurance in any manner Mortgagee may request. Such insurance policies shall remain with the Mortgagee during said period of periods, and contain the usual clause making them payable to the Mortgagee, and in case of foreclosure sale payable to the owner of the certificate of sale and thereafter to the holder of any master's deed issued pursuant to such certificate of sale. In case of loss under such policies, the Mortgagee is authorized to adjust, collect and compromise, in its discretion, all claims thereunder, and in such case, the Mortgagor covenants to sign, upon demand, all receipts, vouchers and releases required to be signed by the insurance companies.

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\$17.00

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(4) To consent or suffer to waste of such property, and to maintain the same in good condition and repair; to pay promptly all bills for such repairs and all other expenses incident to the ownership of said property in order that no lien of mechanics or materialmen shall attach to said property; and to suffer or permit no unlawful use of nor any nuisance to exist upon said property; not to weaken, diminish or impair the value of said property or the security intended to be effected by virtue of this mortgage by any act or omission to act; to appear in and defend any proceeding which, in the opinion of the Mortgagee, affects its security hereunder; and to pay all costs, expenses and attorney's fees incurred or paid by the Mortgagee in any proceeding in which it may be made a party defendant by reason of this mortgage.

(5) Not to permit or suffer without the written permission or consent of the Mortgagee being first had and obtained, the use of said premises for the manufacture, sale or dispensing of alcohol or alcoholic beverages, or any use of said property for a purpose other than that for which the same is now used or represented to be used; and not to permit any alterations, additions to, demolition or removal of any of the improvements now or hereafter upon said property, nor a sale, assignment or transfer of any right, title or interest in and to said property or any portion thereof.

(6) To provide for payment of taxes, assessments and insurance premiums the Mortgagor shall deposit with the Mortgagee on each monthly payment date an amount equal to one-twelfth of the annual taxes and assessments levied against said premises and one-twelfth the annual premiums of all such insurance, as determined by the amount of the last available bills. As taxes and assessments become due and payable and as insurance policies expire, or premiums thereon become due, the Mortgagee is authorized to use such deposits for the purpose of paying taxes or assessments, or renewing insurance policies or paying premiums thereon. In the event any deficit shall exist in the amount of such deposits, the Mortgagor agrees to pay any difference forthwith.

B THE MORTGAGOR FURTHER COVENANTS:

(1) That in case of failure or inability to perform any of the covenants herein, the Mortgagee may do any act it may deem necessary to maintain or repair said property or to protect the lien of this mortgage. Any monies paid or disbursed by the Mortgagee for any such purpose and all expenses and charges in connection therewith shall become so much additional indebtedness secured by this mortgage and, at the election of the Mortgagee, shall be forthwith due and payable, together with interest thereon at the highest rate for which it may then be lawful to contract, or shall be added to and included in the principal mortgage indebtedness. It shall not be obligatory upon the Mortgagee to inquire into the validity of any lien, encumbrance or claim in advancing moneys in that behalf, as herein authorized, but nothing herein contained shall be construed as requiring the Mortgagee to advance any moneys for that purpose nor do any act hereunder, nor shall the Mortgagee incur personal liability because of anything it may do or omit to do hereunder.

(2) That in the event the ownership of said property or any part thereof becomes vested in a person other than the Mortgagor, the Mortgagee may, without notice to the Mortgagor, deal with such successor or successors in interest with reference to this mortgage and the debt hereby secured and any deposits made hereunder in the same manner as with the Mortgagor.

(3) That time is of the essence hereof and if default be made in performance of any covenant herein contained or in making any payment under said obligation or any extension or renewal thereof, or if proceedings 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 Mortgagor, or if the Mortgagor shall make an assignment for the benefit of creditors, or if Mortgagor or Mortgagor's property be placed under control of or in custody of any political or judicial body, or if the Mortgagor abandons any of said property or conveys the same without first obtaining the written consent of the Mortgagee, then and in any of said events, the Mortgagee is hereby authorized and empowered, at its option and without impairing the lien hereby created or the priority of said lien or any right of the Mortgagee hereunder, without notice, to declare all sums secured hereby immediately due and payable, whether or not such default be remedied by the Mortgagor, and apply toward the payment of said mortgage indebtedness any indebtedness of the Mortgagor to the Mortgagor, and said Mortgagee may also immediately proceed to foreclose this mortgage.

(4) That if the time or terms of payment of the whole or any portion of the obligation secured hereby be extended or modified by the Mortgagee, the Mortgagor and guarantors thereof and any person or persons hereafter assuming the payment thereof, or any part thereof, shall be held hereby to waive notice of and consent to such extensions and modifications and shall, notwithstanding such extension or modification, continue liable thereon to said Mortgagee, and shall pay the same at the time or times mentioned in any such extension or modification agreements, it being the intention hereof that the liability of the Mortgagor, sureties and guarantors shall, under all circumstances whatsoever, continue in its original force until said obligation and the interest thereon and any advancements that may be made by the Mortgagee, as herein authorized, are paid in full.

(5) That upon the commencement of any foreclosure proceedings hereunder, the court in which such suit is filed may at any time, either before or after sale, and without notice to the Mortgagor, or any party claiming under Mortgagor, and without regard to the then value of said premises or whether the same shall then be occupied by the owners of the equity of redemption, appoint a receiver with power to manage, rent, and collect the rents, issues and profits of said premises during the pendency of such foreclosure suit and the statutory period of redemption, and such rents, issues and profits, when collected, either before or after any foreclosure sale, may be applied toward the payment of the indebtedness or any deficiency decree, costs, taxes, insurance or other items necessary for the protection and preservation of the property, including the expenses of such receivership; and upon foreclosure and sale of said premises, there shall first be paid out of the proceeds of such sale a reasonable sum for plain-

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Burbank State Bank
5440 West 87th Street
Burbank, IL 60459

OFFICIAL SEAL
NANCY R WALSH
NOTARY PUBLIC STATE OF ILLINOIS
MY COMMISSION EXPIRES OCT. 16, 1994

John E. Iwema
Assistant Vice President
Burbank State Bank
Burbank, Illinois

THIS INSTRUMENT WAS PREPARED BY: MAIL TO:

GIVEN under my hand and Notarial Seal this 19th day of November A. D. 1990

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY, that Richard T. Topps, V.P. & Trust Officer & Kirk E. Rascher, Asst. Trust Officer of Worth Bank & Trust, 6825 W. 111th Street, Worth, Illinois 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 right of homestead.

STATE OF ILLINOIS }
COUNTY OF COOK }

Witness my hand and the seal of my office this 19th day of November, 1990.
Richard T. Topps, V.P. & Trust Officer (SEAL)
Kirk E. Rascher, Assistant Trust Officer (SEAL)

IN WITNESS WHEREOF, we have hereunto set our hands and seals, this 19th day of November, 1990.

11/19/90 SEE RIDER ATTACHED HERETO AND MADE A PART OF MORTGAGE DTD. 10/4/90.
Attorney's fees and also all expenses of advertising, selling and conveying said premises, and all moneys advanced, together with interest thereon as herein provided, for any taxes or other liens or encumbrances, outlays for documentary evidence, stenographer's charges, all title costs, master's fee, and cost of procuring or completing an abstract of title, guarantee policy or Torrens Certificate showing the whole title to said premises, and including the foreclosure decree and Certificate of Sale; there shall next be paid the principal 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 returned to the Mortgagee. It shall not be the duty of the purchaser to see to the application of the purchase money. In case of payment of said indebtedness after the preparation or filing of any suit, and prior to the entry of any judgment or decree, a reasonable sum for legal services rendered to the time of such payment shall be allowed, which together with any amount paid for continuation of evidence of title, court costs and stenographer's charges, and expenses of such proceedings, shall be additional indebtedness hereby secured.
(6) That each right, power and remedy herein conferred upon the Mortgagee is cumulative with 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 affect the right of Mortgagee to require or enforce performance of the same or any other of said covenants; that wherever the context hereof requires, the singular number, as used herein, shall include the plural; that all rights and obligations under this mortgage shall extend to and be binding on the respective heirs, executors, administrators, successors and assigns of the Mortgagee and the Mortgagee.
(7) See the attached rider expressly made a part hereof.

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LA SHERIDAN COUNTY DISTRICT CLERK
MORTGAGE INSTRUMENTS
RECORDS
MAY 19 1990

1/19/90 RIDER ATTACHED HERETO & MADE A PART OF MORTGAGE DTD. 10/4/90.
This Mortgage is executed by the Worth Bank and Trust 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 said Worth Bank and Trust 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 principal or interest notes contained shall be construed as creating
any liability on the said mortgagor or on said Worth Bank and Trust personally
to pay the said principal notes 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 said mortgages and by every person now or hereafter claiming any right or
security hereunder, and that so far as the mortgagor and its successor and
said Worth Bank and Trust personally are concerned, the legal holder or
holders of said principal and interest notes 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 principal note, provided.

County Clerk's Office

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WIDER ATTACHED TO MORTGAGE DATED OCTOBER 4, 1990

SECURING OBLIGATIONS IN THE AGGREGATE AMOUNT OF

SIXTY-EIGHT THOUSAND AND 00/100THS DOLLARS

1. The amount due hereunder may be accelerated at the option of the Holder of the Note if the premises specifically described in this Mortgage are assigned, sold or transferred in any manner, including but not limited to deed, assignment, bill of sale or Articles of Agreement, without prior written acknowledgement of the Holder of the Note; prepayment by Debtor as described in the Note or _____, Guarantor and Mortgagor, to be made without penalty.
2. The amount due hereunder may be accelerated at the option of the Holder of the Note secured hereby if there is filed by or against Debtor, Mortgagor or Guarantors, or any affiliate or subsidiary of any such, Debtor, Mortgagor or Guarantors a petition in bankruptcy or insolvency or for reorganization or for the benefit of creditors unless within thirty (30) days after such occurrence, the proceeding is dismissed.
3. Without the Holder of the Note's written consent thereto, Debtor or Mortgagor may not pledge as collateral security for any other loans obtained by either of them any of the collateral described therein.
4. Debtor and Mortgagor hereby waive any and all rights of statutory redemption to the real estate described herein upon a foreclosure of the Mortgage.
5. Debtor and Mortgagor hereby agree to provide or cause to be provided to lender, upon Lender's request, current personal financial statements on Lender's form and the U.S. individual income tax returns of all Guarantors of the Note secured hereby and the compiled financial statements relative to the real estate described herein prepared by an independent certified public accountant and certified by the Guarantors to be complete and correct and the U.S. income tax returns and any and all related business statements Lender may require.
6. The amount due hereunder may be accelerated at the option of the Holder of the Note if the premises specifically described in this Mortgage or any portion thereof is abandoned, vacated or left unattended by the Debtor, Mortgagor or the Guarantors thereof.
7. Debtor, Mortgagor and each Guarantor hereof shall provide the Holder of the Note secured hereby, within 5 days of the receipt thereof, with all information on any incident which may cause a material change in the financial condition of Debtor, Mortgagor or any such Guarantor or any affiliate or subsidiary of any such Debtor, Mortgagor or Guarantor. Information as used herein shall include, but not be limited to changes in financial condition, claims, lawsuits, bankruptcies, tax assessments and/or death.

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8. Debtor, Mortgagor and Mortgagee intend and believe that each provision in this mortgage and the Note comports with all applicable local, state and federal laws and judicial decision. However, if any provision or provisions, or if any portion of any provision or provisions, in this mortgage or the Note is found by a court of law to be in violation of any applicable local, state or federal ordinance, statute, law, administrative or judicial decision, or public policy, and if such court should declare such portion, provision or provisions of this mortgage and the Note to be illegal, invalid, unlawful, void or unenforceable as written, then it is the intent both of Mortgagor or Mortgagee that such portion, provision or provisions shall be given force to the fullest possible extent that they are legal, valid and enforceable, that the remainder of this mortgage and the Note shall be construed as if such illegal, invalid, unlawful, void or unenforceable portion, provision or provisions were not contained therein, and that the rights, obligations and interest of Mortgagor and Mortgagee under the remainder of this mortgage and the Note shall continue in full force and effect. All Agreements herein and in the Note are expressly limited so that in no contingency or event whatsoever, whether by reason of advancement of the proceeds hereof, acceleration of maturity of the unpaid principal balance of the Note, or otherwise, shall the amount paid or agreed to be paid to the Holders for the use, forbearance or detention of the money to be advanced hereunder exceed the highest lawful rate permissible under applicable usury laws. If, from any circumstances whatsoever, fulfillment of any provision hereof or of the Note or any other agreement referred to herein, at the time performance of such provision shall be due, shall involve transcending the limit of validity prescribed by law which a court of competent jurisdiction may deem applicable hereto, then, ipso facto, the obligation to be fulfilled shall be reduced to the limit of such validity; and if from any circumstance the Holders shall ever receive as interest an amount which would exceed the highest lawful rate, such amount which would be excessive interest shall be applied to the reduction of the unpaid principal balance due under the Note and not to the payment of interest.

WORTH BANK AND TRUST as trustee and not personally U T/A dated April 4, 1978 and known as Trust No. 2697

BY: [Signature]
Richard T. Topp, V.P. & Trust Officer

Attest: [Signature]
Kirk E. Rascher, Asst. Trust Officer

All representations and warranties of WORTH BANK AND TRUST are hereby made and not individually or jointly by any officer or employee of WORTH BANK AND TRUST, but solely as a result of the signing of this instrument.

This Agreement is signed by WORTH BANK AND TRUST not individually, but solely as Trustee under a certain Trust Agreement known as Trust No. 2697 and the Trust Agreement is hereby made a part hereof and shall be construed as if it were a part hereof. The Trust Agreement and any person interested beneficially therein shall be bound by the terms hereof, and any dispute or controversy which may be held thereunder shall be governed by the terms of WORTH BANK AND TRUST, or any person interested therein, and any dispute or controversy which may be held thereunder shall be governed by the terms hereof and their respective successors and assigns.

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Clerk's Office