

(Corporate Trustee Form)

THIS INDENTURE WITNESSETH: That the undersigned Manufacturers Affiliated Trust Company Successor to Affiliated Bank/Western National, F/K/A Western National Bank of Cicero

a corporation organized and existing under the laws of the STATE OF ILLINOIS not personally but as Trustee under the provisions of a Deed or Deeds in trust duly recorded and delivered to the undersigned in pursuance of a Trust Agreement dated September 5, 1961 and known as trust number 2630 hereinafter referred to as the Mortgagor, does hereby Mortgage and Convey to

UNIVERSAL SAVINGS AND LOAN ASSOCIATION

a corporation organized and existing under the laws of the State of Illinois hereinafter referred to as the Mortgagee, the following real estate in the County of Cook in the State of Illinois to wit:

Lot Forty Two (42) in Block Fifty One (51) in Grant Locomotive Works Addition to Chicago being a Subdivision of Section Twenty One (21), Township Thirty Nine (39) North, Range Thirteen (13) East of the Third Principal Meridian, in Cook County, Illinois and commonly known as 1501-03 South 49th Avenue, Cicero, Illinois.

COOK COUNTY, ILLINOIS

PTN # 16-21-230-00-1000

1990 DEC 31 IN ID: 37

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Together with all buildings, improvements, fixtures or appurtenances now or hereafter erected thereon or placed thereon, including all apparatus, equipment, fixtures, or articles, whether in single units or not, controlled, used to supply heat, gas, air conditioning, water, light, power, refrigeration, ventilation or other services, and any other thing now or hereafter attached thereto, the furnishing of which by lessors is customary or appropriate, including screens, window shades, storm doors and windows, floor coverings, screen doors, in a door, ends, awnings, steps and water heaters (all of which are intended to be and are hereby declared to be a part of said real estate which is physically attached thereto or not), and also together with all easements and the rents, issues and profits of said premises which are hereby pledged, assigned, transferred and let 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 fixtures, improvements, fixtures, appurtenances, apparatus and equipment, and with all the rights and privileges thereto belonging, unto said Mortgagee forever, to the uses herein set forth, free from all rights and benefits under the Homestead, exemption and valuation laws of any state, which said rights and benefits said Mortgagor does hereby release and waive.

TO SECURE

(1) the payment of a Note executed by the Mortgagor to the order of the Mortgagee bearing even date herewith in the principal sum of

FIFTY THOUSAND and No/100 Dollars

(\$ 50,000.00), which Note, together with interest thereon as therein provided, is payable in monthly installments of FIVE HUNDRED THIRTY SEVEN and 31/100 Dollars

(\$ 537.31), commencing the 1st day of February, 1991, which payments are to be applied, first, to interest, and the balance to principal, until said indebtedness is paid in full.

(2) any advances made by the Mortgagee to the Mortgagor, or its successor in title, for any purpose, at any time before the release and cancellation of this Mortgage, but at no time shall this Mortgage secure advances on account of said original Note together with such additional advances, in a sum in excess of

FIFTY THOUSAND and No/100 Dollars \$ 50,000.00

provided that, nothing herein contained shall be considered as limiting the amounts that shall be secured hereby when advanced to protect the security of the Mortgagee.

(3) the performance of all of the covenants and obligations of the Mortgagor to the Mortgagee, as contained herein and in said Note.

13.00

THE MORTGAGOR COVENANTS:

A (1) To pay said indebtedness and the interest thereon as herein and in said note provided, or according to any agreement extending the time of payment thereof, (2) To pay when due and before any penalty attaches thereto all taxes, special taxes, special assessments, water charges, and sewer service charges against said property including those heretofore due, and to furnish Mortgagee, upon request, duplicate receipts therefor, and all such items extended against said property shall be conclusively deemed valid for the purpose of this requirement, (3) To keep the improvements free of fire, and to keep the premises secured 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, on such companies, through such agents or brokers, and in such form as shall be satisfactory to the Mortgagee; such insurance policies shall remain with the Mortgagee during said period or periods, and contain the usual clause satisfactory to the Mortgagee making 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 receiver or redemptioner, or any grantee in a deed pursuant to foreclosure, and in case of loss under such policies, the Mortgagee is authorized to adjust, collect and compromise, in its discretion, all claims thereunder and to execute and deliver on behalf of the Mortgagor all necessary proofs of loss, receipts, vouchers, releases and acquittances required to be filed by the insurance companies, and the Mortgagor agrees to sign, upon demand, all receipts, vouchers and releases required of him to be signed by the Mortgagee for such purpose; and the Mortgagee is authorized to apply the proceeds of any insurance claim to the restoration of the property or upon the indebtedness hereby secured in its discretion, but monthly payments shall continue until said indebtedness is paid in full, (4) Immediately after destruction or damage, to commence and promptly complete the rebuilding or restoration of buildings and improvements now or hereafter on said premises, unless Mortgagee elects to apply or the indebtedness secured hereby the proceeds of any insurance covering such destruction or damage, (5) To keep said premises in good condition and repair, without waste, and free from any mechanic's or other lien or claim of lien not expressly subordinated to the lien hereof, (6) Not to make, suffer or permit any unlawful use of or any nuisance to exist on said property nor to diminish nor impair its value by any act of omission or act, (7) To comply with all requirements of law with respect to mortgaged premises and the use thereof, (8) Not to make, suffer or permit, without the written permission 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 alterations of the improvements, apparatus, appurtenances, fixtures or equipment now or hereafter upon said property, (c) any purchase an conditional sale, lease or agreement under which title is reserved to the vendor, of any apparatus, fixtures or equipment to be placed on or upon any buildings or improvements on said property, (8) To complete within a reasonable time any buildings or improvements now or at any time in process of erection upon the premises.

B In order to provide for the payment of taxes, assessments, insurance premiums, and other annual charges upon the property securing this indebtedness, and other insurance required or accepted, the undersigned premises to pay to the Mortgagee a pro rata portion of the current year taxes upon the distribution of the loan and to pay monthly to the Mortgagee, in addition to the above payments, a sum estimated to be equivalent to one twelfth of such items, which payments may, at the option of the Mortgagee, (a) be held by it and commingled with other such funds or its own funds for the payment of such items, (b) be carried in a savings account and withdrawn by it to pay such items, or (c) be credited to the unpaid balance of said indebtedness as received, provided that the Mortgagee advances upon this obligation sums sufficient to pay said items at the same accrual and become payable. If the amount estimated to be sufficient to pay said items is not sufficient, the undersigned premises to pay the difference upon demand. If such sums are held or carried in a savings account or other account, the same are hereby pledged to further secure this indebtedness. The Mortgagee is authorized to pay said items at charge or bill without further inquiry.

C This mortgage contract provides for additional advances which may be made at the option of the Mortgagee and secured by this mortgage, and it is agreed that in the event of such advances the amount thereof may be added to the mortgage debt and shall bear the same rate of interest as the original debt and contract were executed and delivered. An Additional Advance Agreement may be given and accepted for such advance and provision may be made for different monthly payments and a different interest rate and other express modifications of the contract, but in all other respects this contract shall remain in full force and effect as to said indebtedness, including all advances.

D In case of failure to perform any of the covenants herein, Mortgagee may do on Mortgagor's behalf everything to be covenanted, that said Mortgagee may do any act it may deem necessary to protect the lien hereof, that Mortgagor will pay upon demand any moneys due or distributed by Mortgagee for any of the above purposes and such moneys together with interest thereon at the highest rate for which it is then lawful to contract shall become to such 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 not otherwise paid, that it shall not be obligatory upon the Mortgagee to advance into the custody of any lien, encumbrance or claim in advancing moneys as above authorized, 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 for the use of anything it may do or omit to do hereunder.

E That it is the intent hereof to secure payment of said note and obligation whether the entire amount shall have been advanced to the Mortgagor at the date hereof, or at a later date, and to secure any other amount or amounts that may be added to the mortgage indebtedness under the terms of this mortgage contract.

F That if all or any part of the property or any interest therein is sold or transferred by Mortgagor without the prior written consent of Mortgagee, 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, 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, Mortgagee may, at Mortgagee's option, declare without notice all of the sums secured by this mortgage to be immediately due and payable.

728670 (7/29/98) 170106

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UNOFFICIAL COPY

44003-15/92 30 MCTI Standard Contract Form... Standard Contract Form No. 1111 and Annotations... SERVICE, INC.

MAR 19

Anna M. Rios
Chicago, Illinois 60608
Universal Savings & Loan Association
1800 South Halsted Street

NOTARY PUBLIC
"OFFICIAL SEAL"
Martha Ann Brooks
Notary Public, State of Illinois
My Commission Expires Sept. 1, 1991

THIS INSTRUMENT WAS PREPARED BY:

Notary Public
Day of *December* 31st 1990
[Signature]

GIVEN under my hand and Notarial Seal, this

31st day of *December* 1990
[Signature]
Notary Public

a corporation, and **GARY H. DAHERTY** personally known to me to be the TRUST OFFICER personally known to me to be the

and for said County, in the State of Illinois, DO HEREBY CERTIFY THAT **SUZANNE GOLDSTEIN BAKER** Vice President of **Manufacturers Affiliated Trust Company**

is, the undersigned **MARTHA ANN BROOKS** a Notary Public in and for the County of Cook STATE OF ILLINOIS

ATTEST: *[Signature]*
GARY H. DAHERTY TRUST OFFICER
BY: *[Signature]*
SUZANNE GOLDSTEIN BAKER Vice President
Manufacturers Affiliated Trust Company

IN WITNESS WHEREOF, the undersigned corporation, not personally but as Trustee as foretold, has caused these presents to be signed by its Vice President, and its corporate seal to be hereunto affixed and attested by its

Secretary, this 31st day of *December* 1990

[The remainder of the document text is extremely faint and difficult to read, appearing to be standard legal boilerplate regarding mortgage terms.]

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