

MAR 06 '90 72-47 966L

THIS INDENTURE WITNESSETH: That the undersigned **STANDARD BANK AND TRUST COMPANY OF HICKORY HILLS**

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 **January 29, 1990** and known as trust number **3995**, hereinafter referred to as the Mortgagor, does hereby Mortgage and **convey**

STANDARD BANK AND TRUST COMPANY OF HICKORY HILLS

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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:

Lots 33 and 34 in Block 4 in James G. McClay's Subdivision of the West 1/2 of the North East 1/4 of the North West 1/4 of Section 11, Township 38 North, Range 13 East of the Third Principal Meridian, in Cook County, Illinois.

Tax ID#19-11-112-002-0000
a/k/a 4815 S. Archer, Chicago, Illinois 60632

which Note together with all notes issued in substitution or exchange therefor, and as any of the foregoing may from time to time be amended, is herein, called the "Note".

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 centrally controlled, used to supply heat, gas, air conditioning, water, light, power, refrigeration, ventilation or other services, and any other thing now or hereafter attached to or upon, the furnishing of which by lessors to lessees is customary or appropriate, including screens, window shades, storm doors and windows, floor covering, green doors, in a door best, awnings, stoves and water heaters (all of which are intended to be and are hereby declared to be a part of said real estate whether physically attached thereto or not, and also together with all cements 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, apparatus and equipment, and with all the rights and privileges thereunto belonging, unto said Mortgagee forever, for 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 Mortgagee 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 **Sixty-Four Thousand One Hundred and 67/100** Dollars

64,100.67, which Note, ~~together with all other notes issued in substitution or exchange therefor, and as any of the foregoing may from time to time be amended, is herein, called the "Note".~~
bears interest and is payable to Mortgagee as more fully described therein, and which Note will mature as provided therein but in no event later than **March 1, 1993**.

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

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 if such items extended against said property shall be conclusively deemed valid for the purpose of this requirement. (3) To keep the improvements now or hereafter on 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, or the full insurable value thereof, in 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 signed 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, as the Mortgagee may elect, 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. (5) To keep said premises in good condition and repair, without waste, and free from any mechanics' or other lien or claim of lien. (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 to 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 on conditional sale, lease or agreement under which title is reserved in the vendor, of any apparatus, fixtures or equipment to be placed in or upon any buildings or improvements on said property; (8) To complete within a reasonable time any building 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 promises to pay to the Mortgagee a pro rata portion of the current year taxes upon the disbursement 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 him, and commingled with other such funds of its own funds for the payment of such items; (b) be carried in a savings account and withdrawn by him 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 as the same accrue and become payable. If the amount estimated to be sufficient to pay said items is not sufficient, the undersigned promises to pay the difference upon demand. If such sums are held or carried in a savings account or escrow account, the same are hereby pledged to further secure this indebtedness. The Mortgagee is authorized to pay said items as charged or billed 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 increase the unpaid balance of the note hereby secured by the amount of such advance and shall be a part of said note indebtedness under all of the terms of said note and this contract as fully as if a new such note 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. That in case of failure to perform any of the covenants herein, Mortgagee may do on Mortgagor's behalf everything so covenanted, that said Mortgagee may also do any act it may deem necessary to protect the lien hereof, that Mortgagee will receive upon demand any money paid or disbursed by Mortgagee for any of the above purposes and such moneys together with interest thereon shall be added to the mortgage debt and 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 not otherwise paid; that it shall not be obligatory upon the Mortgagee to inquire into the validity of any lien, encumbrance or claim in advancing money 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 because 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, including in whole or in part, or if any part of the property or any interest therein is sold or transferred by Mortgagor without the prior written consent of Mortgagee, including in whole or in part, or if any part of the property or any interest therein is sold or transferred by Mortgagor without the prior written consent of Mortgagee, including in whole or in part, or if any part of the property or any interest therein is sold or transferred by Mortgagor without the prior written consent of Mortgagee, including in whole or in part, Mortgagee may, at Mortgagee's option, declare without notice all of the sums secured by this mortgage to be immediately due and payable.

90-098-936

UNOFFICIAL COPY

44335 (6/80) 30 MCTI Standard Court Note Form 31 NCTI and Assignment of Rent Form 22A NCTI

SAF Systems and Forms

Notary Public
My Commission Expires 5/24/93

Standard Bank of Hickory Hills
7800 West 95th Street
Hickory Hills, Illinois 60067

Dorothy L. Bortscheller
& should be returned to after recordation:

GIVEN under my hand and Notarial Seal, this 1st day of March, A.D. 1990.

personally known to me to be the same persons whose names are subscribed to the foregoing instrument, Secretary of said corporation, and Dorothy Perry, personally known to me to be the Asst. Vice President

AVP & T.O. Standard Bank & Trust Co. of Hickory Hills

and for said County, in the State aforesaid, DO HEREBY CERTIFY THAT Bridgette W. Scanlan

STATE OF ILLINOIS
COUNTY OF COOK

Dorothy Perry Asst. V.P. SACROCK
Bridgette W. Scanlan Asst. V.P. & Trust Officer SACROCK

Standard Bank & Trust Co. of Hickory Hills
As Trustee aforesaid and not personally

February 16th day of A.D. 1990.

IN WITNESS WHEREOF, the undersigned corporation, not personally but as Trustee aforesaid, has caused these presents to be signed by its

Asst. V.P. & T.O. SACROCK and its corporate seal to be hereunto affixed and attested by its Asst. V.P. SACROCK, this

1. The mortgage is executed by the undersigned not personally but as Trustee aforesaid and not personally

2. The right is hereby retained by the Mortgagee in interest, including junior interest, in the property mortgaged

3. The mortgagee shall be deemed to have notice of all matters which are of record in the public records

4. That each right, power and remedy herein retained by the Mortgagee is cumulative of every other right or remedy of the Mortgagee

5. All taxes and profits of said premises and all other things which may be due or payable by or for the mortgagor

6. The mortgagor shall be deemed to have notice of all matters which are of record in the public records

7. The mortgagor shall be deemed to have notice of all matters which are of record in the public records

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13. The mortgagor shall be deemed to have notice of all matters which are of record in the public records

14. The mortgagor shall be deemed to have notice of all matters which are of record in the public records

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COOK COUNTY, ILLINOIS

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