MORTGAGE

90100030

RIDERS ATTACHED TO MORTGAGE FOR RECORDING

THIS INDENTURE WITNESSETH: That the undersigned STATE BANK OF COUNTRYSIDE

a corporation organized and existing under the laws of the STATE of ILLINOIS of LILINOIS of deeds in trust duly recorded and delivered to the undersigned in pursuance of a Trust exceement dated ANUARY 13, 1989 and known as trust number 89-512 hereinafter referred to as the Mortgagor, does hereby Mortgage and Warrant to

GreatAmerican Federal Savings and Loan Association, Oak Park, Illinois

LOTS 25, 26 AND THE SOUTH 4 FEET OF LOT 27, TAKEN AS A TRACT, IN BLOCK 3 IN CRANE'S SUBDIVISION OF THE SOUTH 3/4 OF THE WEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 28, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, 12 COOK COUNTY, ILLINOIS.

MORTGAGOR ALSO HEREBY GRANTS TO MORTGAGEE, ITS SUCCESSORS AND ASSIGNS, AS RIGHTS AND EASEMENTS APPURTENANT TO THE ABOVE DESCRIBED REAL ESTATE, THE RIGHTS AND EASEMENTS FOR THE BENEFIT OF SAID PROPERTY SET FORTH IN THE DECLARATION OF TOWNHOUSE OWNERSHIP AFORESAID.

THIS MORTGAGE IS SUBJECT TO ALL RIGHTS, EASEMENTS, RESTRICTIONS, CONDITIONS, COVENANTS AND RESERVATIONS CONTAINED IN SAID DECLARATION THE SAME AS THOUGH THE PROVISIONS OF SAID UTCLARATION WERE RECITED AND STIPULATED AT LENGTH HEREIN.

PERMANENT INDEX NUMBERS: 1:-28-318-014

17-28-318-015

-90 100030

17-28-313-016 17-28-315-017 17-28-318-019 #16.25 [#3333 | TRAN 0455 03/00/90 11:32:00 | 49549 | # # # # # # # 1:00030 | COOK COUNTY RECORDED

TOGETHER with all buildings, improvements, fixtures or appurtenances now or hereafter crected thereon, including all apparatus, equipment, fixtures or articles, whether in single units a centrally controlled, used to supply heat, gas, air conditioning of which by lessors to lessees is customary or appropriate, including screens, venetian blinds, window sludes, storm doors and windows, floor coverings screen doors, in-a-door beds, awnings, at cres and water heaters, all or which are declared to be a part of said real estate whether physically attached thereto or not); aid also together with all casements and the rents, issues and profits of said premises which are hereby pledged, assigned, traisfe yet and set over unto the Mortgages, whether now die or hereafter to become due under or by virtue of any legas or agreement for the use or occupancy of said property, or any part thereof, whether said lease or agreement is written or verbal and whether it is no or may be herenforter existing or which may be increased to a parity with said real estate and not secondarily and such pledge said not to pledge said rents, issues and profits on a parity with said real estate and not secondarily and such pledge said not become due to the profits on a parity with said real estate and not secondarily and such pledge said not deconded and any foreclosure can do by the Mortgage under the power herein granted to it; it being the hunther of tay to pledge said rents, issues and received and the results of the property of the market of default, either before or after overclosure said, to enter upon and take exclusive possession of manage maintain and operate said premises or any part there. The same leases for terms decreed and the said property of the property of th

TO HAVE AND TO HOLD the said property with said buildings, improvements, fixtures, apparenances, apparents and equipment unto said Mortgageo forever, for the uses and purposes herein set forth.

TO SECURE: 1. The payment of a certain indebtedness from the Mortgagor to the Mortgagee evidenced by a note made and delivered concurrently and of even date herewith, by the Mortgager to the Mortgagee, in the sum of FOUR HUNDRED EIGHTY.... THOUSAND AND NO/100----- Dollars (\$ 480,000.00), which note together with interest thereon as provided by said note, is payable in monthly installments of INTEREST ONLY ON FUNDS DISBURSED Dollars

WITH PRINCIPAL DUE JUNE 1, 1991

2. Any additional advances made by the Mortgages to the Mortgager or its successor in title as hereinafter provided, plus such further sums as may be advanced for the purpose of protecting or enforcing the security, and

3. All of the other agreements in said note, which are hereby incorporated herein and made a part hereof and which provide among other things for an additional monthly payment of one twelfth (1/12th) of the estimated annual taxes, assessments, insurance premiums and other charges upon the mortgaged premises. And to secure the performance of the Mortgagor's covenants herein contained.

UNOFFICIAL COPY

Partition of Cook County Clerk's Office MORTGAGE

STATE BANK OF COUNTRYSIDE AS

TRUSTEE U/T/A #89-512 DATED

JANUARY 13, 1989

Deliver to:

Cak Park, Illinois 60301 GressAme voa) rectoral Savenys and Louis (* occasioon (S) Loxe Street

Box Number

90430030

A. THE MORTGAGOR COVENANTS! IAL COPY

- 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, unless theretofore paid by the Mortgages out of reserves withheld for that purpose, each annual general real estate tax when the first installment thereof is due and payable and to pay immediately when due and payable all special taxes, special assessments, water charges, sewer service charges and other taxes and charges against said property, including those heretofore due, (the monthly payments provided by said note in anticipation of such taxes and charges to be applied thereto), and to furnish the Mortgages upon request, with the original or duplicate receipts therefor, and all such items extended against said property shall be conclusively deemed valid for the purposes of this requirement.
- 3. To keep the improvements now or hereafter situated upon said premises insured against loss or damage by fire. lightning, windstorm and such other hazards including liability under laws relating to intoxicating liquors and including hazards not
 now contemplated, as the Mortgagee may reasonably require to be insured against under policies providing for payment by the
 insurance companies of moneys sufficient either to pay the cost of replacing or repairing the same or to pay in full the indebtedness secured hereby, issued by such responsible insurance companies, through such agents or brokers, and in such form as shall
 be satisfactory to the Mortgagee, until said indebtedness is fully paid, or in the case of foreclosure, until expiration of the
 period of redemption. (sums accrued in anticipation of renewal premiums on insurance pursuant to the terms of said note shall be
 applied in payment of such premium); such insurance policies, including additional and renewal policies shall be delivered to and
 kept by the Mortgagee and shall contain a clause satisfactory to the Mortgagee making them payable to the Mortgagee, as its
 interest may appear, 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 the Master's or Commissioner's Deed, or other judicial deed, and in case of loss under
 such policies, the Mortgagee is authorized to adjust, collect and compromise, in its discretion, all claims thereunder, and the
 Mortgagor agrees to sign, upon demand, all receipts, vouchers and releases required of it by the insurance companies; application
 by the Mortgagee of any of the proceeds of such insurance to the indebtedness hereby secured shall not excuse the Mortgagor
 from making all monthly payments until the indebtedness is paid in full.
- 4. To complete within a reasonable time any buildings or improvements now or at any time in process of erection upon said premises.
- 5. To promptly repair, restore or rebuild any buildings or improvements now or hereafter on the premises which may become damaged or destroy d unless the Mortgagee in its sole discretion, which discretion is hereby granted it, elects to apply the proceeds of any insurgace covering such damage or destruction on the indebtedness secured hereby.
- 6. To keep said premise) in good condition and repair, without waste, and free from any mechanics, or other lien or claim of lien not expressly subordinated to the lien hereof.
- 7. Not to suffer or permit fay unlawful use of or any nulsance to exist on said property nor to diminish nor impair its value by any act or omission to act.
 - 8. To comply with all requirements of law with respect to the mortgaged premises and the use thereof.
- 9. Not to 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 inic) it is now used. (b) any alterations, additions, demolition, removal or sale of any improvements, apparatus, apparatus, apparatus, fixtures or equipment now or hereafter upon said property. (c) a purchase on conditional sale, lease or agreement under which the is reserved in the vendor, of any apparatus, fixtures or equipment to be placed in or upon any buildings or improvements on said property.
- 10. That if the Mortgagor shall procure cont ac s of insurance upon his life and disability insurance for loss of time by accidental injury or sickness, or either, such contrac! making the Mortgagee assignee thereunder, the Mortgagee may pay the premiums for such insurance and add said payments to the principal indebtedness secured by the Mortgage, to be repaid in the same manner and without changing the amount of the monthly payments, unless such change is by mutual consent.
- 11. To appear in and defend any proceeding which is the opinion of Mortgagee affects its security hereunder, and to pay all costs, expenses and attorneys' fees incurred or paid by Mortgagee in any proceeding in which it may be made a party defendant by reason of this mortgage.

B. THE MORTGAGOR FURTHER COVENANTS:

- 1. That in the case of failure to perform any of the covenants herein, the derigagee may do on the Mortgagor's behalf everything so covenanted; that the Mortgagee may also do any act it may deem necessary to protect the lien hereof; that the Mortgagor will repay upon demand any moneys paid or disbursed by the 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 so much additional indebtedness hereby secured and may be included in any decree foreclosing this mortgage and be peid 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 that Mortgagee shall not incur any personal liability because of anything it may do or omit to do hereunder.
- 2. That it is the intent hereof to secure payment of said note whether the entire amount shall have been advanced to the Mortgagor as the date hereof or at a later date, or having been advanced, shall have been repaid in fact, and further advances made at a later date, which advances shall in no event operate to make the principal sum of the indeptedness greater than the original principal amount plus any amount or amounts that may be added to the mortgage indebtedness incer the terms of this mortgage for the purpose of protecting the security and for the purpose of paying premiums under Section A (3) above, or for either purpose.
- 3. 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 in the same manner as with the Mortgagor, and may forebear to suc or may extend time for payment of the debt hereby secured without discharging or in any way affecting the liability of the Mortgagor hereunder or upon the debt hereby secured.
- 4. 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 note or obligation or any extension or renewal thereof, or if proceedings be instituted to enforce any other iten 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 his creditors or if his property be placed under control of or in custody of any court or officer of the government, or if the Mortgagor abandon any of said property, then and in any of said events, the Mortgages is hereby authorized and empowered, at its option, and without affecting the lien hereby created or the priority of said lien or any right of the Mortgagoe hereunder, to declare, without notice all sums secured hereby immediately due and payable, whether or not such default be remedied by Mortgagor, and apply toward the payinent of said mortgage indebtodness any indebtedness of the Mortgagor to the Mortgagor, and said Mortgagee may also immediately proceed to foreclose this mortgage, and in any foreclosure a sale may be made of the premises on make without offering the several parts separately.
- 5. That upon the commencement of any foreclosure proceeding hereunder, the court in which such bill is filed may at any time, either before or after sale, and without notice to the Mortgagor, or any party claiming under him, and without regard to the solvency of the Mortgagor or the then value of said premises, or whether the same shall then be occupied by the owner of the equity of redemption as a homestoad, appoint a receiver with power to manage and rent and to collect the rents, issues and prefits of said premises during the pendency of such foreclosure suit and the statutory period of redemption, and such rents, issues and profits, when collected, may be applied before as well as after the Master's or other judicial 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 receivership or on any deficiency decree whether there be a decree therefor in personam or not,

OCCUPANTOR.

UNOFFICIAL COPY

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CHICAGO, LL. 60608	
MORTGAGE PROPERTY Lucated at:	
For Receiver's Index Purposes	
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and voluntary act and as the free and voluntary act of said corporation,	
t. The corporation of the corporate seal of said corporation,	Secretary then and there acknowledged that
arofesald, for the uses and purposes therein set forth; and the saud	and voluntary act of said corporation, as Trustee as
Becretary respectively, appeared before me this day in the said instrument as their own free and voluntary act and as the free	going instrument, as such
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is own behalf and on behalf of each and every person, except decree or it in or title to the premises subsequent to the date of this Mortgage.	any order or decree of forestosure of this Morts ge, on i
teagor hereby walves and all tights of tedemption from says under	8. Notwithstanding anything hereing ation, the Mor
e personal liability of the guarantor, if any.	herein and in said note provided or by action to enforce the

7. This has teage is executed by STATE BANK OF COUNTRYSIDE

not personally but at Trustee analories and the executed by STATE BANK OF COUNTRYSIDE

Trustee (and said STATE BANK OF COUNTRYSIDE)

personally but at Trustee analoresaid in the executes of the power and authority conferred to the personally to perso

6. That each right, power and remedy herein conferred upon the Mortgagee is cumulative of 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 early coverant herein or in said obligation contained shall thereafter in any coverant the context hereof te. Mortgage of the manual manual factor is a used herein, shall include the feminine, and the singular number, as used herein, shall include the feminine, and the singular number, as used herein, shall include the painties, that all rights and obligations under this Mortgage shall extend to and be binding upon the respective heirs, executors, the plusal; that all rights and obligations under this Mortgage shall extend to and be binding upon the respective heirs, executors, administrators, successors and assigns of the Mortgages and the stude shall extend may be exercised as often as occasion therefore arises.

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 it as receiver shall be suppointed he shall remain in possession of sale, but if no deed be issued, until the expiration of the lies hereof, and until the expiration of sale and entered by the appointment of entry in possession of a receiver, but if may be leaved and no lease of sale are supportance of sale and entered by or on breated of the hortestee of sale and constructed by or on breated of the hortestee of sale and commission costs of unique it is not sale and expert evidence, stempstepher's fees, and entered and the costs of unique and expert evidence, stempstepher's fees and commission costs of undersal sale court costs, publications and reports, gastenty of the hortestee of sale and estatements of incurred by or on breated of the hortestee of sale and commission costs of undersal sale and commission costs of undersaled as to and include items to be extended after the entry of placeties of sale and expert evidence, stempstepher's fees and commission costs of undersaled as to sale and include items to be extended after the entry of the decree) of procuring all such abstracts at an expendings, documentary and expert evidence, stempstepher in connection with respect to itles and parable by the fact of the forecleast and expert evidence, which in a such as an expension to expert evidence, and include items to the connection with respect to itles and parable of the documentary and reports, gastenty proceeding, including problects, or the preparations of the decree of the forecleast entry of the connection with (a) any proceeding, which might affect the commenced of any suit or proceeding, which might affect the security hereof. In the centre hereby secured, or (b) preparations in the security hereof and parable by the analysing the tree in the connection of the proceeding, which might affect the personal of the interest and parable by the personal of the intere

Notice: This rider adds a provisions to the Instrument allowing the Lender to require repayment of the Note in full upon transfer of the property.

746-56 W. 30TH ST. - CHICAGO, IL. 60608
(Property Address)

AMENDED COVENANT. In addition to the covenants and agreements made to the Instrument Borrower and Lender further covenant and agree as follows:

A. TRANSFER OF THE PROPERTY OR A BENEFICIAL INTEREST IN BORROWER

If all or any part of the Property or an interest therein is sold or transferred by Borrower (or it beneficial interest in Borrower is sold or transferred and Borrower is not a natural person or persons but is a corporation, partnership, trust or other legal entity) without Lender's prior written consent, excluding

(a) a transfar by devise, descent or by operation of law upon the death of a

joint terart or partner.

(b) the grant or any leasehold interest in a part of the Property of three years or less (or such longer lease term as Lender may permit by prior written approval) not containing an option to purchase (except any interest in the ground lease, if fais Instrument is on a leasehold),

(c) sales or transfers of beneficial interests in Borrower provided such sales or transfers, together with any prior sales or transfers to beneficial interest in Borrower but excluding sales or transfers under subparagraph (a) above, do not result in more than 49% of the beneficial interests in Borrower having been soul or transferred since commencement of amortization of the Note, or

(d) sales or transfers of fixtures or any personal property pursuant to the

immediate 9 hereof, Lender may, at lender's option declare all the sums secured by this Instrument to be immediate due and payable and Lender may invoke any remedies permited by this Instrument.

Lender may consent to a sale or transfer if: (1) Forrower causes to be submitted to Lender information required by Lender to evaluate the transferee as if a new loan were being made to the transferee: (2) Lender reasonably determines that Lender's security will not be impair and that the risk of a breach of any covenant or agreement in this Instrument is acceptable; (3) interest will be pauable on the sums secured by this Instrument at a rate acceptable to Lender; (4) changes in the terms of the note and this Instrument required by Lender are made, including, for example, periodic adjustment in the interest rate, a different final payment date for the loan, and addition of unpaid interest to principal; and (5) the transferee signs an assumption agreement that is exceptable to Lender and that obligates the transferee to keep all the promises and agreements made in the Note and in this Instrument, as modified if required by Lender. To the extent primited by applicable law, Lender also may charge a reasonable fee as a condition to Lender s consent to any sale or transfer.

Borrower will continue to be obligated under the Note and this Instrument unless Lender releases Borrower in writing.

IN WITNESS WHEREOF, TRUSTEE has executed this Due-On-Transfer Rider.

IN WITNESS WHEREOF, STATE BANK OF COUNTRYSIDE	not Personally but as
Trustee as acfesaid, has caused these presents to be s	igned by its
President and its Corporate Seal to be hereunto affixe	d and attested by its
Secretary, this 4TH day of DECEMBE	R , by A.D., 1989 .

ATTEST:

inf braker

STATE BANK OF COUNTRYSIDE

As Trustee as aforesaid and not Personally

BY: X Sava & June

President

(CORPORATE SEAL)

DUE-ON-TRANSFER RIDER MULTI-FAMILY 7/82 - FHLMC UNIFORM INSTRUMENT LAND TRUST

SOT JUCAN

PREPARED BY CORN # 01-10543211
GREAT MERICAN FEDERAL SAVINGS AD COPY CORN # 01-10543211
LOAN ASSOCIATION
1001 West Lake Street Oak Park, Il., 60301

RIDER ATTACHED TO MORTGAGE FOR RECORDING

BALLOON PAYMENT MORTGAGE RIDER

, fou must repay the entire principal	
balance of the loan and unpaid interest then due. The Lender	
is under no obligation to refinance the loan at that time.	
You will therefore be required to make payment out of other	
assets you may own, or you will have to find a lender willing	
to lend you the money at prevailing market rates, which may	
be considerably higher or lower than the interest rate on this	
loan. If you refinance this loan at maturity, you may have	
to pay some or all closing costs normally associated with a	
new loan, ever if you obtain refinancing from the same Lender.	
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CTATE BANK OF COUNTRYSIDE	
IN WITNESS WHEREOP. STATE BANK OF COUNTY/3IDE of personally but as Trustee as aforesaid, has caused these prof/n/2 to be signed by its President, and its corporate the prof/n/2 to be signed by its President, and its corporate the prof/n/2 to be signed by its President, and its corporate the prof/n/2 to be signed by its President, and its corporate the prof/n/2 to be signed by its President, and its corporate the prof/n/2 to be signed by its President, and its corporate the prof/n/2 to be signed by its President, and its corporate the prof/n/2 to be signed by its President, and its corporate the prof/n/2 to be signed by its President.	.te
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This loan is payable in full on _____JUNE 1, 1991

UNOFFICIAL COPY

Property of Cook County Clerk's Office

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GREATAMEZICAN FEDERAL

1001 LAILE STR

CAK PARK IL 60301