Proposed by and mail

UNOFFICIAL COPY 127351

THE FIRST CHICAGO BANK OF EVANSTON, N.A. 2951 Central Street - Evanston, Illinois 60201 Telephone (312) 866-6100

MORTGAGE

THIS INDENTURE WITNESSETH: That the	undersignedFirst Chica	go. Bank.of Rayenswood	l as Trustec
Under Trust Agreement dated March	5, 1990 and known as	Trust #25-10623	of the
City of Chicago	County of Cook	State of Illinois, herein	alter relevant to
as the Mortgagor, does hereby Mortgage and Warra	ant to		

THE FIRST CHICAGO BANK OF EVANSTON, N.A. adaptive of a banking association organized and existing under the laws of the United States, hereinafter referred to as the Mortgageo, the following real estate, situated in the County of ___Cook______ in the State of Illinois, to wit:

The South 90.2 feet of the East 32.5 feet of Lot 5 in Block 1 in Wheeler's and others subdivision of that part of the North 1 of the North East 1 of the North West 1 lying West of Sherman Avenue of Section 18, Township 41 North, Range 14; East of the Third Principal Meridian, in Cook County, Illinois. - TRAN 0109 03/15/90 16 **15:00**

Commonly known as: 817 Hamlin, Evanston, Illinois 60201 P.I.N.: 11-18-103-027

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TOGETHER vite of buildings, improvements, fixtures or appurtenances now or hereafter erected thereon, including all apparatus, equipment, lixtures or articles, whether in single units or centrally controlled, used to supply heat, gas, air conditioning, water, light, power, refriguration, vinilation or other services and any other thing now or hereafter installed therein or thereon, including, built in high and the property stores built in high and the property stores built in not limited to, screens, window shades, storm doors and windows, floor coverings, screen doors, built-in buds, awnings, stoves, built-in ovens, water heaters, washers, drycrs and disposal units all of which are declared to be a part of said real estate whether physically. attached thereto or not.

TOGETHER with the rente, issues and profits thereof which are hereby assigned, transferred and set over unto the Mortgagee, whether now due or which may herealt in recome due under or by virtue of any lease whether written or verbal, or any agreement for the use or occupancy of said property, or ar a part or parts thereof, which may have been heretofore, or may be herealter made or establish an absolute transfer and assignment to the Mortgagee under the power herein granted to it, it being the intention hereby to establish an absolute transfer and assignment to the Mortgagee of all such leases and agreements existing or to hereafter exist for said premises, and to use such measures, legal or equitable, as in its discretion may be deemed proper or necessary to enforce the payment or security of such avails, rents, issues and no rioits, or to secure and maintain possession of said premises, or any portion thereof, and to fill any and all vacancies and to rent, lease or example of said premises to any party or parties, at its discretion, with power to use and apply said avails, issues and profits to the parment of all expenses, care and management of said premises, including taxes and assessments, and to the payment of any indebtedays secured hereby or incurred hereunder

TO HAVE AND TO HOLD the said property, with said approximations, apparatus and fixtures, unto said Mortgagee forever, for the uses herein set forth, free from all rights and benefits und if an istalute of limitations and under the Homestead Exemption Laws of the State of Illinois, which said rights and benefits the said Mcrtgagor does hereby release and waive

Upon payment of the obligation hereby secured, and performance of all obligations under this mortgage and the note secured by it, said note shall be marked paid and delivered to the maker of his assignee, together with his mortgage dully cancelled. A reasonable tee shall be paid for cancellation and release.

TO SECURE:

1. The payment of a note and the performance of the obligation therein contained executed and delivered concurrently herewith by the Mortgagor to the Mortgagee in the sum of Two. Hundred Twenty Five Thousand and 00/100----(\$ 225,000.00

Dollars, which is payable as provided in said note until said indebtedness is paid in)......

- of the security, interest and cost; and
 - 3. All of the covenants and agreements in said note (which is made a part of this mortgage ic nuact) and this mortgage

THE MORTGAGOR COVENANTS.

(1) To pay all taxes, assessments, hazard insurance premiums and other charges when due; (2) knep the improvements now or hereafter upon said premises insured against damage by fire, windstorm and such other hazards or liability as ite Mortgagee may require to be insured against until said indebtedness is fully paid, or in case of foreclosure, until expiration of the period of redemption, for the full insurance value thereof, in such companies and in such form as shall be satisfactory to the Mortgage. It is not insurance policies shall remain with the Mortgagee during said period or periods, and contain the usual clause making there provide to the Mortgagee, and in case of foreclosure safe payable to the owner of the certificate of safe, and in case of foss, the Mortgage is authorized to adjust, collect and compromise, in its discretion, all claims under such policies, and the Mortgagor agrees to sign, upon demand, all receipts, vouchers and releases required of him by the insurance companies, the Mortgagoe is authorized in its discretion to apply the proceeds of any such insurance to the discharge of any obligation insured against, to a restoration of the property or to the indebted ness of the Mortgagor and any application to the indebtedness shall not relieve the Mortgagor from making monthly payments until the debt is paid in full, (3) to apply for secure, assign to Mortgages and carry such disability insurance and life insurance as may be required by Mortgagee in companies acceptable to Mortgagor, and in a form acceptable to it, and such disability insurance may be required in an amount not in excess of payments necessary to pay the sums secured by this mortgage and such life insurance may be required in an amount not in excess of the unpaid balance of the debt secured by this mortgage, (4) not to commit or suffer any waste of such property, and to maintain the same in good condition and repair, (5) to promptly pay all bills for such repairs and all other expenses incident to the ownership of said property in order that no lien or mechanics or materialmen shall attach to said property, (6) not to suffer or permit any unlawful use of or any noisance to exist upon said property. (7) not to diminish or impair the value of said property or the security intended to be affected by virtue of this mortgage by any act or omission to act. (8) to appear in and defend any proceeding which in the opinion of the Mortgague affects its security herounder, and to pay all costs, expenses and attempts fees incurred or paid by the Mortgagee in any proceeding in which it may participate in any capacity by reason of this mortgage, (9) that the mortgaged promises will at all times be maintained, repaired and operated in accordance with the Building, Fire, Zoning, Health and Sanitation Laws and Ordinances of any governmental board, authority or agency having jurisdiction over the mortgaged primises, (10) not to softer or permit without the written permission or consent of the Mortgagee being first had and obtained, (a) any use of said property for a purpose other than thill for which the same is now used, (b) any alterations, additions to, demolition or removal of any of the improvements, apparatus, fixtur is or equipment now or hereafter upon said property, (c) a purchase upon conditional sate, lease or agreement under which title is reserved in the vendor, of any apparatus, fixtures or equipment to be placed in or upon any building or improvement upon said properly, (or a sale, assignment or transfer of any right, title or interest in and to said properly or any portion thereof, or any of the improvements, apparatus, fixtures or equipment which may be found in or upon said property

THE MORTGAGOR FURTHER COVENANTS.

(1) That in case of his failure to perform any of his covenants herein, the Mortgagee may do on behalf of the Mortgagor everything so covering the useful Mortgagee may also do any act it may deem necessary to protect the tien of this mortgage; and that the

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Mortgagor will immediately expay any money 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 secured by this mortgage, and may be included in any decree foreclosing this mortgage and be paid out of the tents or proceeds of the 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 moneys in that behalf 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; that the Mortgage shall not 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 or entity other than the Mortgagor, the Mortgagoe may, witout 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 the Mortgagor, and may forbear to sue or may extend time for payment of the debt secured hereby without discharging or in any way affecting the liability of the Mortgagor hereunder or upon the debt hereby secured.
- (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 Note or any extension or renewal thereof, or if proceedings be instituted to enforce any other her 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 the property of the Mortgagor be placed under control of or in custody of any court, or if the Mortgagor abandon any of said property, or if the Mortgagor shall sell said property under a contract for deed, then and in any of said events, the Mortgager 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 Mortgagee hereunder, to declare, without notice, 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 Mortgagee to the Mortgagor, and said Mortgagee may also immediately proceed to foreclose this inortgage.
- 4 When the indebtedness hereby secured shall become due whether by acceleration or otherwise, Mortgagee shall have the right to foreclose it. Iwn hereof. In any suit to foreclose the lien hereof, there shall be allowed and included as additional indebtedness in the decree for a lie all expenditures and expenses which may be paid or incurred by or on behalf of Mortgagee for attorneys' fees, appraiser's fees, outliers for documentary and expenses which may be paid or incurred by or on behalf of Mortgagee for attorneys' fees, appraiser's fees, outliers for documentary and expenses which may be estimated as to item, to he expended after entry of the decree) of procuring all such abstracts of title, title searches, and examinations, title insurance policies. To rens certificates, and similar data and assurances with respect to title as Mortgagee may deem to be reasonably necessary either to prosecute such suit or to evidence to bidders at any sale which may be had pursuant to such decree the true condition of the title to or the value of the premises. All expenditures and expenses of the nature in this paragraph mentioned shall become so much additional indepted to the premises. All expenditures and expenses of the nature in this paragraph mentioned shall become so much additional indepted to procure thereof and minimediately due and payable, with interest thereon at the highest rate permitted by Illinois law, when per for incurred by Mortgagee in connection with (a) any proceeding, including probate and bankruptcy proceedings, to which the Mortgage is shall be a party, either as plaintiff, claimant or defendant, by reason of this mortgage or any incurred by the commencement of any suit for the foreclosure hereof after accuration such right to foreclose whether or not actually former accuration of the defense of any actual or threatened suit or proceeding which might affect the premises or the security hereof.
- 5. The proceeds of any foreclosure calcol the premises shall be distributed and applied in the following order of priority. First, on account of all costs and expenses incident to the foreclosure proceedings, including all such items as are mentioned in the preceding paragraph hereof, second, all other items which under the terms hereof constitute secured indebtedness additional to that evidenced by the note, with interest thereon as herein provided, third, all principal and interest remaining unpaid on the note, tourth, any overplus to Mortgagor, the heirs, legal representative or assigns of the Mortgagor, as their rights may appear.
- 6. Upon or at any time after the filing of a compact it to foreclose this mortgage the court in which such complaint is filed may appoint a receiver of said premises. Such appointment may be made either before or after sale, without notice, without regard to the solvency or insolvency of Mortgagor at the time of application for such receiver and without regard to the then value of the premises or whether the same shall be then occupied as a homestead of notice. In the Mortgager may be appointed as such receiver, such receiver shall have power to collect the rents, issues and profits of said premises during the pendency of such foreclosure suit and, in case of a sale and a deficiency, during the full statutory period of redemption, whether there be redemption or not, as well as during any further stimes when Mortgagor, except for the intervention of such receiver, voil do entitled to collect such rents, issues and profits, and all active powers which may be necessary or are usual in such cases to. In protection, possession, control, management and operation of the premises during the whole of said period. The court from time to tirile in a unique the receiver to apply the net income in his mands in payment in whole or in part of: (1) The indebtedness secured here on the premise of the provided such application is made prior to foreclosure sale. (2) the deficiency in case of a sale and deficiency of such decree, provided such application is made prior to foreclosure sale. (2) the deficiency in case of a sale and deficiency in case of a sale and deficiency in the foreclosure sale.
- 7. That each right, power and remedy herein conferred upon the Mortgagee is comulative of every other right or remedy of the Mortgagee, whether herein or by law conferred, and may be enforced, concurrently there with that no waiver by the Mortgagee of performance of any covenant herein or in said obligation contained shall thereafter in air viman retraffect 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 masculine gender, as used herein, shall include the feminine, and the singular number, as used herein, shall not ide the plural; that all rights and obligations under this mortgage shall extend to and be binding on the respective heirs, executors, advantators, successors and assigns of the Mortgager and the Mortgagee:
- 8. That in the event title shall be conveyed to any person or persons, firm, trust or corporation, other than the undersigned or any one or more of them, then the Mortgagee after such transfer of title shall have the right to adjust the annual rate of interest to be paid under the terms of the note secured hereunder. Whenever the Mortgagee, or its successors or assigns, shall increase the rate of interest in accordance with the foregoing provision, it shall give written notice specifying the new rate; and this effective date of any such increase shall be the date of such transfer or conveyance.

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•) SS	44 (43) 44
		•	County of
, a Notary Public in and for said County		· · · · · · · · · · · · · · · · · · ·	
ged thatsigned, scale:	s whose name or names ne this day in person and acknowled	aid, DO HEREBY CERTIFY that to me to be the same person or persons foregoing instrument appeared before m	in the State aloresaid personally known to a subscribed to the fore
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HOLARY PUBLIC, STALE, OF ILLINOIS SILVIA MEDINA "AKAS AKAMAO"

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ser torth. I, the Undersigned, a Notary Public in and for the County and State aforesaid, Do HEREBY CERTIFY, that the above named Ass't Vice President and Lunguage and to the above named Ravenswood personally knownledth and the foresting the same persons and solves names are subscribed to the foregoing instrument as such Ass't Vice President and Selvetaty respectively, appeared before me this day in person and acknowledged that they and voluntary act and selvet and voluntary act and as the free and voluntary act of said first chicago Bank of Ravenswood, A State Banking Association, as Trustee for the uses and purposes therein set forth; and that the said Ass't the free and voluntary act of said there acknowledged that said Ass't the said First Chicago Bank of Ravenswood, A State Banking Association, caused the corporate said first and the said First Chicago Bank of Ravenswood, A State Banking Association, caused to be the said First Chicago Bank of astid First Chicago Bank of astid First Chicago Bank of Savenswood, A State Banking Association, caused to be the said First Chicago Bank of Assenswood, A State Banking Association for the uses and purposes therein woluntary act of said First Chicago Bank of Ravenswood.

**State Banking Association for the uses and purposes therein voluntary act of said First Chicago Bank of State Banking First Chicago Bank of Bayenswood. A State Banking Association for the uses and purposed rperein.

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Land Trust Officer

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gguktng Association as Trustee as aforesaid FIRST CHICAGO BANK OF RAVENSWOOD, a State

IN WITNESS WHEREOF, First Chicago Bank of Ravenswood not rersonally, but as Trustee as aforesaid, has caused these presents to be signed by one of its \text{Ass'tyjCe}\text{President or hereundar affixed and its corporate seal to be hereundar affixed and attested by its Secretary, the day and hereundar affixed and attested by its Secretary, the day and lear first above written.

THIS MORTCAGE is executed by the First Chicago Bank of Ravenswood, 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 is expressly understood and agreed that nothing herein or in said Note contained shall be construed as creating any liability on the said Trustee or on said First Chicago Bank of Ravenswood, personally to pay the said trustee or on indebtedness accruing hereunder, or to perform any covenant indebtedness accruing hereunder, or to perform any covenant liability, if any, being expressly waived by Trustee and by liability, if any, being expressly waived by Trustee and by thereunder, and that so far as the Trustee and its successors and said First Chicago Bank of Ravenswood, personally are concerned, the legal holder or holders of said Note and cescors and said first Chicago Bank of Ravenswood, personally are concerned, the legal holder or holders of said Note and the and esaid First Chicago Bank of Ravenswood, personally are concerned, the premises hereunder conveyed for the accepting and the said first contains and its successors and said First Chicago Bank of Ravenswood, personally are concerned, the premises hereunder conveyed for the accepting acception to enforce the personal liability of the acception for the premises hereunder of the acception of the acception of the acception of the premises hereunder of the said the acception of the premises hereunder of the said the acception of the said t

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