

# UNOFFICIAL COPY

30140529

MORTGAGE (Illinois)

(Above Space For Recorder's Use Only)

THIS INDENTURE, made March 20, 1990 19 between First National Bank of Illinois as Trustee under Trust #3024, Not individually: 19529 Lake Lynwood, Lynwood, IL, 60411 Dated the 2nd Day of April, 1979 (No. and Street) (City) (State)

herein referred to as "Mortgagors," and Mellon Financial Services Corporation 18139 Torrence Ave., Lansing, IL, 60438 (No. and Street) (City) (State)

herein referred to as "Mortgagee," witnesseth:

THAT, WHEREAS, the Mortgagors are party and tied to the Mortgage upon the installment note of even date herewith, in the principal sum of Twenty Five Thousand Five Hundred Ninety Five & 58/100

DOLLARS (\$25595.58) payable to the order of and delivered to the Mortgagee in and by which note the Mortgagors promise to pay the said principal sum and interest at the rate and in installments as provided in said note, with a final payment of the balance due on the 26 day of March kx2000 and all of said principal and interest are made payable at such place as the holders of the note may, from time to time, in writing appoint, and in absence of such appointment, then at the office of the Mortgagee in Lansing, IL

NOW, THEREFORE, the Mortgagors to secure the payment of said principal sum of money and said interest in accordance with the terms, provisions and limitations of this mortgage, and the performance of the covenants and agreement herein contained, by the Mortgagors to be performed and done in consideration of the sum of One Dollar in hand paid, the receipt whereof is hereby acknowledged, do by these presents CONVEY and WARRANT into the Mortgagee, and the Mortgagee's successors and assigns, the following described Real Estate and all of their estate, right, title and interest therein, situate, lying and being in the

Village of Lynwood, COUNTY OF Cook AND STATE OF ILLINOIS, to wit:

That part of LOT FIFTY NINE in Lake Lynwood Unit 2 (hereinafter described) falling within the West Half (1/2) of the East Half (1/2) of the Northwest Quarter (1/4) of Section 7, Township 35 North, Range 15, East of the Third Principal Meridian----- (59)

In Lake Lynwood Unit 2 being a Subdivision of part of Section 7, Township 35 North, Range 15, East of the Third Principal Meridian, according to Plat thereof registered in the Office of the Registrar of Titles of Cook County, Illinois, on September 5, 1973, as Document Number 2715095. \$14.00 199999 TRAN 0440 03/25/90 15:25:00

Permanent Parcel Number 33-07-105-036

00696 \* G \* -90-140529 COOK COUNTY RECORDER

which, with the property hereinafter described, is referred to herein as the "premises."

TOGETHER with all improvements, fixtures, equipment, utilities, and appurtenances thereto (including, but not limited to, all rents, issues and profits thereof for so long and during all such time as Mortgagors may be entitled thereto (which are pledged primarily and on a parity with said real estate and not secondarily) and all apparatus, equipment or machinery now or hereafter thereon or thereon used to supply heat, gas, air conditioning, water, light, power, refrigeration (whether centrally or locally controlled), and ventilation (including, but not limited to, the foregoing), wiring, window shades, room dividers and windows, floor coverings, major beds, awnings, stoves and water heaters. All of the foregoing are declared to be a part of and real estate, whether physically attached thereto or not, and it is agreed that all similar apparatus, equipment or articles hereafter placed in the premises by the Mortgagors or their successors or assigns shall be considered as constituting part of the real estate.

TO HAVE AND TO HOLD the premises, into the Mortgagee and the Mortgagee's successors and assigns, forever, for the purposes, and upon the uses herein set forth, free from all right, title and benefits under and by virtue of the Homestead Exemption Laws of the State of Illinois, and to said rights and benefits the Mortgagors do hereby expressly release and waive.

The name of a record owner is FIRST NATIONAL BANK OF ILLINOIS AS TRUSTEE UNDER TRUST #3024, not individually

30140529

This mortgage consists of two pages. The covenants, conditions and provisions appearing on page 2 (the reverse side of this mortgage) are incorporated herein by reference and are a part hereof and shall be binding on the Mortgagors, their heirs, successors and assigns. WITNESS my hand and seal of Mortgagee the day and year first above written.

PLEASE PRINT OR TYPE NAME(S) BELOW SIGNATURE(S)

First National Bank of Illinois, T/U/T #3024 and not individually

State of Illinois, County of

Notary Public, I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that

IMPRESS SEAL HERE

personally known to me to be the same person whose name subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he signed, sealed and delivered the said instrument as free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

Given under my hand and official seal, this Commission expires

day of 19

This instrument was prepared by

Judith Tullu, 18139 Torrence Ave., Lansing, IL (NAME AND ADDRESS)

Notary Public



NAME Mellon Financial Services Corp

ADDRESS OF PROPERTY: 19529 Lake Lynwood Lynwood, IL, 60411

MAIL TO

ADDRESS 18139 Torrence Ave CITY AND STATE Lansing, IL ZIP CODE 60438

THE ABOVE ADDRESS IS FOR STATISTICAL PURPOSES ONLY AND IS NOT A PART OF THIS MORTGAGE

SEND SUBSEQUENT TAX BILLS TO

OR

RECORDER'S OFFICE BOX NO

DOCUMENT NUMBER

30140529

# UNOFFICIAL COPY

## THE COVENANTS, CONDITIONS AND PROVISIONS REFERRED TO ON PAGE 1 (THE REVERSE SIDE OF THIS MORTGAGE):

1. Mortgagors shall (1) promptly repair, restore or rebuild any buildings or improvement now or hereafter on the premises which may become damaged or be destroyed, (2) keep said premises in good condition and repair, without water and fire, from mechanics or other liens or claims for lien not expressly subordinated to the lien hereof, (3) pay when due any indebtedness which may be secured by a lien or charge on the premises superior to the lien hereof, and upon request exhibit satisfactory evidence of the discharge of such prior lien to the Mortgagee, (4) complete within a reasonable time any building or buildings now or at any time in process of erection upon said premises, (5) comply with all requirements of law or municipal ordinances with respect to the premises and the use thereof, (6) make no material alterations in said premises except as required by law or municipal ordinance.

2. Mortgagor shall pay before any penalty attaches all general taxes, and shall pay special taxes, special assessments, water charges, sewer service charges, and other charges against the premises when due, and shall upon written request attach to the Mortgagee duplicate receipts therefor. To prevent default hereunder Mortgagors shall pay in full under protest in the manner provided by statute, any tax or assessment which Mortgagors may desire to contest.

3. In the event of the enactment after this date of any law of Illinois deducting from the value of land for the purpose of taxation any lien thereon, or imposing upon the Mortgagee the payment of the whole or any part of the tax, or any amount in charge of lien herein required to be paid by Mortgagors, or imposing in any way the law or any part of the taxation of mortgaged premises on the Mortgagee or the mortgagor's interest in the property, or the manner of collection of taxes, or any law to affect the liability of the debt secured hereby by the holder thereof, then and in any such event the Mortgagors, upon demand by the Mortgagee, shall pay such tax, or any amounts, or reimburse the Mortgagee therefor, provided, however, that in the event of any such law for the Mortgagee, it shall be unlawful to require Mortgagors to make such payment or (b) the making of such payment might result in the imposition of a lien in excess of the maximum amount permitted by law, then and in such event the Mortgagee may elect by notice in writing given to the Mortgagors, to declare all of the indebtedness secured hereby to be and become due and payable sixty (60) days from the giving of such notice.

4. If by the laws of the United States of America or of any state having jurisdiction in the premises, any tax is due or becomes due in respect of the issuance of the note hereby secured, the Mortgagors covenant and agree to pay such tax in the manner required by any such law. The Mortgagors further covenant to hold harmless and agree to indemnify the Mortgagee, and the Mortgagee's successors or assigns, against any liability incurred by reason of the imposition of any tax on the issuance of the note secured hereby.

5. At such time as the Mortgagors are not in default either under the terms of the note secured hereby or under the terms of this mortgage, the Mortgagors shall have such privilege of making payments on the principal of, and interest on, in addition to the required payments as may be provided in said note.

6. Mortgagors shall carry all buildings and improvement now or hereafter on the premises in and about to be claimed by fire, lightning and windstorm, under policies providing for payment by the insurance company of the money sufficient to pay the cost of replacing or repairing the same, or to pay in full the indebtedness secured hereby, all or a part of any claim or recovery from any fire, lightning or windstorm policy, and to pay in full the indebtedness secured hereby, all or a part of any claim or recovery from any fire, lightning or windstorm policy payable, in case of fire or damage, to Mortgagors, such amount to be advanced by the insurance company, or its assigns, to be attached to each policy, and shall deliver to the Mortgagee, including additional and renewal policies, to the Mortgagee, and in case of insurance about to expire, shall deliver renewal policies not less than ten days prior to the respective dates of expiration.

7. In case of default thereon Mortgagee may, but need not make, any part of or perform any act herein before required of Mortgagors in any form and manner deemed expedient and wise, but need not make full or partial payment of principal or interest on prior encumbrances, if any, and purchase, discharge, cancel, raise or settle any tax lien or other prior lien or claim or charge or redemption from any tax sale or forfeiture, all time, and premises, or cancel any tax or assessment. All monies paid for any of the purposes herein authorized and all expenses paid or incurred in connection therewith, including attorneys' fees and disbursements, shall be subject to the Mortgagee to protect the mortgaged premises and the lien hereof, shall be so much additional indebtedness secured hereby, and shall become immediately due and payable without notice and with interest thereon at the legal rate now permitted by Illinois Law. In the event Mortgagee shall never be considered as a waiver of any right accruing to the Mortgagors on account of any default hereunder on the part of the Mortgagors.

8. The Mortgagee making any payment hereby authorized hereunder to taxes or assessments, or to a full statement or estimate procured from the appropriate public office, which is in dispute, may deposit into the treasury of such full statement or estimate, or into the validity of any tax assessment, sale, forfeiture, tax lien or bill or claim thereof.

9. Mortgagor shall pay each item of indebtedness herein mentioned, both principal and interest when due according to the terms hereof. At the option of the Mortgagee and without notice to Mortgagors, if unpaid interest is due hereunder, it shall, notwithstanding anything in the note or in the mortgage to the contrary, become due and payable, and immediately in the event of default in making payment of any installment of principal or interest on the note, or if a default shall occur and continue for three days in the performance of any other agreement of the Mortgagors herein contained.

10. When the indebtedness hereby secured shall become due whether by acceleration or otherwise, Mortgagee shall have the right to foreclose the lien hereof. In any suit to foreclose the lien hereof, there shall be allowed to the Mortgagee, in addition to the indebtedness in the decree for sale, all expenditures and expenses which may be paid or incurred by or on behalf of Mortgagee for attorney's fees, appraiser's fees, outlays for documents, and expert evidence, and other disbursements, including but not limited to costs of advertising, and costs of printing, to items to be expended after entry of the decree of foreclosure, and other disbursements, including but not limited to full insurance policies, foreman's certificate, and similar items, and assessments, with respect to any of the above, which may be incurred by Mortgagee, either to prosecute such suit or to evidence to holders of any lien which may be foreclosed by the Mortgagee, in addition to the full value of the debt. All expenditures and expenses of the Mortgagee in the prosecution of such suit shall be a part of the indebtedness secured hereby, and immediately due and payable, with interest thereon at the legal rate now permitted by law, when paid or incurred by Mortgagee in connection with such suit, including but not limited to the above, and when the Mortgagee shall be a party, either as plaintiff, claimant or defendant, in any suit or proceeding, or in any other proceeding, whether or not actually commenced or in preparation for the commencement of any suit or proceeding, threatened suit or proceeding, which might affect the premises or the security hereof.

11. The proceeds of any foreclosure sale of the premises shall be distributed and applied as follows: first, to satisfy the debt or debts of all years, and expenses incurred or to be incurred, as provided herein, including the cost of such sale, and the cost of preparing the mortgage, second, all other debts which under the terms hereof constitute secured indebtedness, and third, the balance, if any, to be paid by the note, with interest thereon as herein provided. Third, all principal and interest remaining unpaid on the note, and any overplus to Mortgagors, their heirs, legal representatives, or assigns, as their rights may appear.

12. Upon or at any time after the time of a complaint to foreclose the 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 the foreclosure proceedings, and in the absence of the silence or insolvency of Mortgagors 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 or not, and the Mortgagee may be appointed such receiver. Such receiver shall have power to collect the rent, issue, and profit of said premises during the pendency of such foreclosure, and to execute and discharge a deed, during the full statutory period of redemption, whether there be redemption of such premises, and whether there be when Mortgagors, except for the intervention of such receiver, would be entitled to collect such rents, issue, and profits, and discharge power, which may be necessary or are used in such case for the protection, preservation, control, maintenance and operation of the premises during the whole of said period. The court from time to time may authorize the receiver to apply for a decree in the foreclosure proceeding, in whole or in part of (1) the indebtedness secured hereby, or by any decree foreclosing the mortgage, or any tax, special assessment or other lien which may be or become superior to the lien hereof or of such decree, provided such application is made prior to foreclosure sale, (2) the deficiency in case of a sale and deficiency.

13. No action for the enforcement of the lien or of any provision hereof shall be taken in any action which would not be good and available to the party interpreting same in an action at law upon the note hereby secured.

14. The Mortgagee shall have the right to inspect the premises at all reasonable times, and access thereto shall be permitted for that purpose.

15. If the payment of said indebtedness, or any part thereof, be extended or varied in any part of the decree, or released, all persons now or at any time hereafter liable therefor, or interested in, said premises, shall be held to account by such extension, variation or release, and their liability and the lien, and all provisions hereof shall continue in full force. The right of recovery against all such persons being expressly reserved by the Mortgagee, notwithstanding such extension, variation or release.

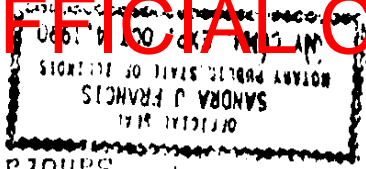
16. Mortgagee shall release this mortgage and lien thereon by proper instrument upon payment in full of principal and interest, and indebtedness secured hereby and payment of a reasonable fee to Mortgagee for the execution of such release.

17. This mortgage and all provisions hereof shall extend to and be binding upon Mortgagors and all persons, their heirs, executors, administrators, assigns, and all persons claiming through Mortgagors, and the executors, administrators, assigns, and all persons claiming through Mortgagors, of the indebtedness or any part thereof, whether or not such persons or their heirs, executors, administrators, assigns, or all persons claiming through Mortgagors, when used herein, shall include the successors, heirs, executors, administrators, assigns, and all persons claiming through Mortgagors, of the note secured hereby.

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COPIES TO COUNTY CLERK'S OFFICE

001:0529



Sandra J. Francis  
Notary Public

*[Signature]*

October 4, 1990

COMMISSION EXPIRES:

GIVEN under my hand and Notarial Seal this 20th day of March, 1990.

I, Sandra J. Francis, a Notary Public in and for said County and in the State of Illinois, do HEREBY CERTIFY, that David A. De Young, of the First National Bank of Illinois, a National Banking Association, and Carol J. Brandt, of said First National Banking Association, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as Trust Officers and Trust Officer, respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary acts, and as the free and voluntary act of said National Banking Association, as Trustee, for the uses and purposes therein set forth; and the said Carol J. Brandt did also then and there acknowledge that he, as custodian of the corporate seal of said National Banking Association, did affix the said corporate seal of said National Banking Association to said instrument as his own free and voluntary act, and as the free and voluntary act of said National Banking Association, Trustee for the uses and purposes therein set forth.

County of Cook )  
State of Illinois ) SS  
Trust Officer  
Carol J. Brandt

*[Signature]*

ATTEST:

Trust Officer

David A. De Young

BY:

*[Signature]*

FIRST NATIONAL BANK OF ILLINOIS,  
Lansing, Illinois, not personally but as Trustee under the provisions of a Trust Agreement dated April 2, 1979, and KNOWN AS Trust No. 3024

and attested by its Trust Officer, this 20th day of March, 1990, and its corporate seal to be hereunto affixed. IN WITNESS THEREOF, First National Bank of Illinois, not personally but as Trustee aforesaid, has caused these presents to be signed by its Trust Officer or one of its

THIS MORTGAGE is executed by the FIRST NATIONAL BANK OF ILLINOIS, LANSING, ILLINOIS 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 First National Bank of Illinois 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 note contained shall be construed as creating any liability on the said first Party or on said First National Bank of Illinois personally to pay the said note or any interest that may accrue thereon, or any indebtedness accruing hereunder or to perform and covenant either express or implied herein contained, all such liability, if any, being expressly waived by Mortgagee and by every person now or hereafter claiming any right or security hereunder and that so far as the First Party and its successors and said First National Bank of Illinois personally are concerned, the legal holder or holders of said note 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 note provided or by action to enforce the personal liability of the guarantor, if any.