

T 02 258 340 182
90174298
UNOFFICIAL COPY**MORTGAGE**

THIS INDENTURE WITNESSETH: That the undersigned

FIRST NATIONAL BANK OF EVERGREEN PARK

\$16.00

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 December
13, 1978, and known as trust number 5033, hereinafter referred to
 as the Mortgagor, does hereby Mortgage ~~XXXXXXXXXX~~

DAMEN SAVINGS AND LOAN ASSOCIATION

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

Lots 39 and 40 in Block 1 in the Resubdivision of Blocks 1, 2, 3, of M.
 Rozenski's Addition to Mount Greenwood, being a Subdivision of the East 20
 acres of the South 40 acres of the West $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ of Section 14,
 Township 37 North, Range 13, East of the Third Principal Meridian, according
 to the Plat thereof recorded February 1, 1928 as Document Number 9,914,633,
 in Cook County, Illinois.

3800 West 109th Place, Chicago Illinois 60655
 Permanent Index #'s 24-14-307-039 and 24-14-307-040 μ

"This mortgage hereby incorporates the Affidavit of Occupancy dated
 April 6, 1990."

TOGETHER with all buildings, improvements, fixtures or appurtenances now or hereafter erected 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 otherwise and any other thing now or hereafter therein or thereon the furnishing of which by lessors to lessees is customary or appropriate, including screens, venetian blinds, window shades, storm doors and windows, floor coverings, screen doors, in-a-door beds, awnings, stoves and water heaters (all of which are declared to be a part of said real estate whether 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 set over unto the Mortgagor, whether now due or hereafter to become due under or by virtue of any lease 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 now or may be hereafter existing or which may be made by the Mortgagor under the power herein granted to it; it being the intention hereof (a) to pledge said rents, issues and profits on a parity with said real estate and not secondarily and such pledge shall not be deemed merged in any foreclosure decree, and (b) to establish an absolute transfer and assignment to the Mortgagor of all such leases and agreements and all the avails thereunder, together with the right in case of default, either before or after foreclosure sale, to enter upon and take exclusive possession of, manage, maintain and operate said premises, or any part thereof, make leases for terms deemed advantageous to it, terminate or modify existing or future leases, collect said avails, rents, issues and profits regardless of when earned and use such measures whether legal or equitable as it may deem proper to enforce collection thereof, employ rental agencies or other employees, alter or repair said premises, buy furnishings and equipment therefor when it deems necessary, purchase all kinds of insurance, and in general exercise all powers ordinarily incident to absolute ownership, advance or borrow money necessary for any purpose herein stated to secure which a lien is hereby created on the mortgaged premises and on the income therefrom which lien is prior to the lien of any other indebtedness hereby secured, and out of the income, retain reasonable compensation for itself, pay insurance premiums, taxes and assessments, and all expenses of every kind, including attorneys' fees incurred in the exercise of the powers herein given, and from time to time apply any balance of income not in its sole discretion, needed for the aforesaid purposes, first on the interest and then on the principal of the indebtedness hereby secured, before or after any decree of foreclosure, and on the deficiency in the proceeds of sale, if any, whether there be a decree in personam therefor or not. Whenever all of the indebtedness secured hereby is paid, and the Mortgagor, in its sole discretion, feels there is no substantial uncorrected default in performance of the Mortgagor's agreements herein, the Mortgagor, on satisfactory evidence thereof, shall relinquish possession and pay to Mortgagor any surplus income in its hands. The possession of Mortgagor may continue until all indebtedness secured hereby is paid in full or until the delivery of a Master's Deed or Special Commissioner's Deed pursuant to a decree foreclosing the lien hereof, but if no deed be issued then until the expiration of the statutory period during which it may be issued. Mortgagor shall, however, have the discretionary power at any time to refuse to take or to abandon possession of said premises without affecting the lien hereof. Mortgagor shall have all powers, if any, which it might have had without this paragraph. No suit shall be sustainable against Mortgagor based upon acts or omissions relating to the subject matter of this paragraph unless commenced within sixty days after Mortgagor's possession ceases.

TO HAVE AND TO HOLD the said property with said buildings, improvements, fixtures, appurtenances, apparatus and equipment unto said Mortgagor forever, for the uses herein set forth, free from all rights and benefits under the Homestead Exemption Laws of the State of Illinois, which said rights and benefits said Mortgagor does hereby release and waive.

TO SECURE the payment of a certain indebtedness from the Mortgagor to the Mortgagor evidenced by a note made by the Mortgagor in favor of the Mortgagor, bearing even date herewith, in the sum of ~~75000.00~~ ~~Dollars (\$ 75,000.00)~~,
 SIXTY FIVE THOUSAND AND NO/100-----~~Dollars (\$ 65,000.00)~~,
 which note together with interest thereon as provided by said note, is payable in monthly installments of ~~832.22~~ ~~DOLLARS (\$ 832.22 or more)~~
 EIGHT HUNDRED THIRTY TWO AND 22/100 OR MORE-----~~DOLLARS (\$ 832.22 or more)~~
 on the 1st day of each month, ~~beginning with June 1, 1990~~ until the entire sum is paid.

1990 APR 18 PM 2:08

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To secure performance 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 possible future advances as hereinafter provided and to secure the performance of the Mortgagor's covenants herein contained.

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annum, which may be paid or incurred by or on behalf of the Masterpage for all or any of the costs and expenses of title searches, examinations and reports, quarterly polls etc., unless otherwise provided in the decree.

(4) That time is of the essence hereof, and it de fault be made in performance of any covenant, hereinafter contained or entered into between the parties hereto, upon the failure of either party to perform any of the covenants herein contained, or if it proves impossible to make good any other loss or damage suffered by either party, the party failing to perform such covenant shall make an arrangement for the payment of said damages, and it is agreed that the party failing to perform such covenant shall pay all costs and expenses of such arrangement, and that the party failing to perform such covenant shall be liable to the party failing to perform such covenant for all damages sustained by him as a result of such failure.

(3) That in the event that the owner/seller of real property or any part thereof becomes vested in a person with Motor-vehicle license to the motor-vehicle, shall without notice to the seller hereby executed, in the same manner as with the other documents of title, and may thereafter be liable for any damages resulting from the use of such vehicles.

(2) That it is the right of the date hereof to receive payment of a valid note which is the entire amount held have been advanced to the beneficiary or having been advanced, or having been advanced to the beneficiary under section A(2) above, or for other purposes.

(1) Thus, in the case of failure to perform any of the obligations, the Mortgagor may do as follows:

That the Mortgagor will co-operate that the Mortgagor may also to any extent necessary to protect the right herein specified; and that Mortgagor shall not incur any personal liability because of any non-delivery or delay in making payment of any money due under the Mortgage to do any act which herein contained shall be construed as any intent to deprive the Mortgagor of any money due under the Mortgage nor to do any act which herein contained shall be construed as any intent to deprive the Mortgagor of any money due under the Mortgage.

8. THE MORTGAGE FURTHER COVENANTS:

(9) That it be directed that the Secretary shall provide particulars of its existence upon such notice as may be given by the promoter of the scheme to the contractor, and shall send and payments to the promoter notwithstanding any agreement to the contrary.

"*...in order to secure or in the written permission of the proprietor for any purpose other than that for which it is now used.* (b) *any alteration, addition, removal* or *of any improvement, addition, fixture or equipment under which title is reserved in the vendor,* (c) *a product or sale of any improvement, addition, fixture or equipment new or bettered upon said property,* (d) *any use* or *equippment to be placed in or on any building or improvements on said property.*

(2) To couple with all requirements of law with respect to the mortgaged premises and the use thereof.

(6) Not to suffer or permit any wilful use or any nuisance to exist on said property nor to diminish nor impede the value by any act or omission to act.

(5) To keep solid wastes in good condition and separate, without waste, and free from any receptacle's, or other like receptacles designed to hold such wastes.

(c) To demonstrate within a reasonable time why bidders or improvements now or at any time in operation upon said premises;

After the first year, the average age of the population increased by 1.5 years, while the average age of the population decreased by 1.5 years.

...so that the community may demand valid for the purpose of this regulation.

A. THE MORTGAGE COVENANTS:

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Torrens certificates and similar data and assurances with respect to title as Mortgagor may reasonably deem necessary either to prosecute such suit or to evidence to bidders at any sale held pursuant to such decree the true title to or value of said premises; all of which aforesaid amounts together with interest as herein provided shall be immediately due and payable by the Mortgagor in connection with (a) any proceeding, including probate or bankruptcy proceedings to which either party hereto shall be a party by reason of this mortgage or the note hereby secured; or (b) preparations for the commencement of any suit for the foreclosure hereof after the accrual of the right to foreclose, whether or not actually commenced; or (c) preparations for the defense of or intervention in any suit or proceeding or any threatened or contemplated suit or proceeding, which might affect the premises or the security hereof. In the event of a foreclosure sale of said premises there shall first be paid out of the proceeds thereof all of the aforesaid items, then the entire indebtedness whether due and payable by the terms hereof or not and the interest due thereon up to the time of such sale, and the overplus, if any, shall be paid to the Mortgagor, and the purchaser shall not be obliged to see to the application of the purchase money.

(6) That each right, power and remedy herein conferred upon the Mortgagor is cumulative of every other right or remedy of the Mortgagor, whether herein or by law conferred, and may be enforced concurrently therewith; that no waiver by the Mortgagor of performance of any covenant herein or in said obligation contained shall thereafter in any manner affect the right of the Mortgagor to require or to 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 include the plural; 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 Mortgagor and the successors and assigns of the Mortgagee; and that the powers herein mentioned may be exercised as often as occasion therefor arises.

(7) This mortgage is executed by FIRST NATIONAL BANK OF EVERGREEN PARK, 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 EVERGREEN PARK, 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 NATIONAL BANK OF EVERGREEN PARK, either individually or as Trustee aforesaid, personally to pay the said note or any interest that may accrue thereon, or any indebtedness accruing hereunder, or to perform any covenant either express or implied herein contained, all such liability, if any, being expressly waived by the Mortgagor, and by every person now or hereafter claiming any right or security hereunder, and that so far as

FIRST NATIONAL BANK OF EVERGREEN PARK, either individually or as Trustee aforesaid, or its successors, 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.

(8) SEE ATTACHED RIDER MADE A PART HEREOF:

IN WITNESS WHEREOF, FIRST NATIONAL BANK OF EVERGREEN PARK
not personally but as Trustee as aforesaid, has caused these presents to be signed by its Sr. Vice President and Asst. Pres. & Secy., its corporate seal to be hereunto affixed and attested by its Assistant Trust Officer Secretary, this 10th day of April, A. D. 1990.

ATTEST:

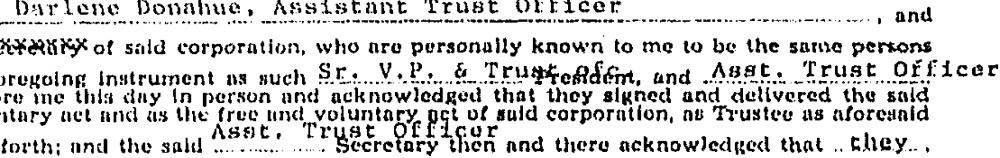
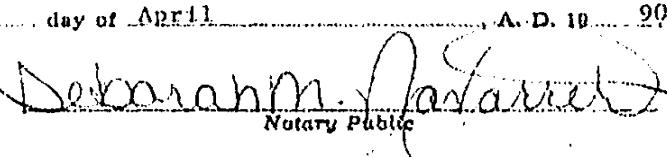
FIRST NATIONAL BANK OF EVERGREEN PARK
As Trustee as aforesaid and not personally


By _____
Senior Vice President & Trust Officer

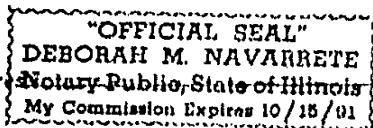

Assistant Trust Officer XXX

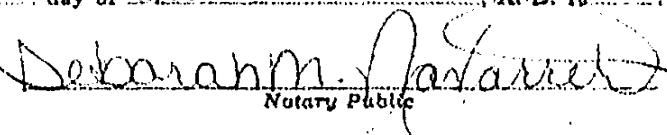
STATE OF ILLINOIS }
COUNTY OF Cook } SS.

This instrument was prepared by:
Laura Gordon
Crown Soldier and Lawn Association
5100 South Damon Avenue, Chicago, Ill.

I, undersigned, a Notary Public, in and for said County, in the state aforesaid, DO HEREBY CERTIFY, THAT Joseph C. Fanelli, Sr. V.P. & Trust Ofc. President of First National Bank of Evergreen Park, and Darlene Donahue, Assistant Trust Officer, and  Secretary of said corporation, who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such S.E. V.P. & Trust President, and Asst. Trust Officer Secretary, respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act and as the free and voluntary act of said corporation, as Trustee as aforesaid for the uses and purposes therein set forth; and the said  Secretary then and there acknowledged that they, as custodian of the corporate seal of said corporation, did affix said seal to said instrument as own free and voluntary act and as the free and voluntary act of said corporation, as Trustee as aforesaid, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal, this 13th day of April, A. D. 1990.




Deborah M. Navarrete
Notary Public

My commission expires 10/18/01

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Box.....

MORTGAGE

FIRST NATIONAL BANK OF EVERGREEN
PARK, AS TRUSTEE UNDER TRUST
AGREEMENT DATED 12/13/78 AND
KNOWN AS TRUST # 5033

Rec'd to L. Prentiss by

DAMEN SAVINGS AND LOAN
ASSOCIATION

5700 S Damen Ave
Chicago, Illinois 60630

File K

Property of Cook County Clerk's Office

Loan No. DR 8774-3

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(e) IF ALL OR ANY PART OF THE PROPERTY ON AN INTEREST THEREIN OR
BENEFICIAL INTEREST OF A LAND TRUST IS SOLD OR TRANSFERRED BY BORROWER
WITHOUT LENDER'S PRIOR WRITTEN CONSENT, EXCLUDING (a) THE CREATION OF A
LIEU OR ENCUMBRANCE SUBORDINATE TO THIS MORTGAGE, (b) THE CREATION OF A
PURCHASE MONEY SECURITY INTEREST FOR HOUSEHOLD APPLIANCES, (c) A TRANSFER
BY DEVISE, DECEDENT OR BY OPERATION OF LAW UPON THE DEATH OF A JOINT
TELLAWAY, (d) THE GRANT OF TENUREHOLD INTEREST OF THREE YEARS OR LESS NOT
CONTAINING AN OPTION OF PURCHASE, LENDER MAY, AT LENDER'S OPTION, DECLARE
ALL THE SUMS SECURED BY THIS MORTGAGE TO BE IMMEDIATELY DUE AND PAYABLE.
LENDER SHALL HAVE MAILED SUCH NOTICE TO ACCELERATE IF, PRIOR TO THE SALE
OF TRANSFER, LENDER AND THE PERSON TO WHOM THE PROPERTY IS TO BE SOLD OR
TRANSFERRED REACH AN AGREEMENT IN WRITING THAT THE CREDIT OF SUCH PERSON IS
SATISFACTORY TO LENDER AND THAT THE INTEREST PAYABLE ON THE SUMS SECURED
BY THIS MORTGAGE SHALL BE AT SUCH RATE AS LENDER SHALL REQUEST. IF LENDER
HAS MAILED THE OPTION TO ACCELERATE PROVIDED IN THIS PARAGRAPH, AND IF
BORROWER'S SUCCESSION IN INTEREST HAS EXECUTED A WRITTEN ASSUMPTION
AGREEMENT ACCEPTED IN WRITING BY LENDER, LENDER SHALL RELEASE BORROWER
FROM ALL OBLIGATION UNDER THIS MORTGAGE AND NOTE.

PARAGRAPH FOR THE SOLE REASON OF MAINTAINING AN ACCEPTABLE RATE OF INTEREST
IN ADDITION, THE LENDER MAY DECLINE ALL SUMS DUE UNDER THE TERMS OF THIS
ON THE LENDER'S MORTGAGE PORTFOLIO.

ATTACHED RIDER MADE A PAGE. THEREFORE

C A U T I O N ! ; ;

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