

# UNOFFICIAL COPY

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REAL ESTATE MORTGAGE

90274003

(JUN 11 1990)

WORTH BANK AND TRUST, AS TRUSTEE, UNDER TRUST AGREEMENT DATED OCTOBER 12, 1979 AND KNOWN AS TRUST NUMBER 3317 & not personally

Burbank

Cook

County, State of Illinois, hereinafter referred to as

Mortgagor, does mortgage and convey unto TRANSAMERICA FINANCIAL SERVICES, INC., hereinafter referred to as Mortgagee, the following described Real Estate in the County of Cook, State of Illinois;

to wit: THE SOUTH 77 FEET OF THE NORTH 231 FEET OF LOT 25 IN E. H. BARTLETT'S 79TH STREET ACRES BEING A SUBDIVISION OF THE NORTH EAST 1/4 OF SECTION 31, TOWNSHIP 38 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PIN# 19 31 210 028

Also known as: 5211 Oak Park, Burbank, Illinois 60459

TRW REAL ESTATE  
LOAN SERVICES  
SUITE #1015  
100 N. LaSALLE

32062168

CHICAGO, IL 60602  
together with all fixtures and improvements, hereditaments, and appurtenances pertaining to the property above described, all of which is referred to hereinafter as the "premises".

TO HAVE AND TO HOLD the above-described premises unto the said Mortgagee forever, for the purposes and uses herein set forth.

FOR THE PURPOSE OF SECURING: (1) Performance of each agreement of Mortgagor contained herein; (2) Payment of the principal sum with interest, as provided in accordance with the terms and provisions of a Promissory Note dated 6-7-90, herewith executed by Mortgagor and payable to the order of Mortgagee, in the principal sum of \$ 56930.66; (3) Payment of any additional advances, with interest thereon, as may hereafter be loaned by Mortgagee to Mortgagor in a maximum sum of \$ 56930.66; (4) The payment of any money that may be advanced by the Mortgagee to Mortgagor for any reason or to third parties, with interest thereon, where the amounts are advanced to protect the security or in accordance with the covenants of this Mortgage; (5) Any renewal, refinancing or extension of said promissory note, or any other agreement to pay which may be substituted therefor.

All payments made by Mortgagor on the obligation secured by this Mortgage shall be applied in the following order:  
FIRST: To the payment of taxes and assessments that may be levied and assessed against said premises, insurance premiums, repairs, and all other charges and expenses agreed to be paid by the Mortgagor.  
SECOND: To the payment of interest due on said loan.  
THIRD: To the payment of principal, until said indebtedness is paid in full.

TO PROTECT THE SECURITY HEREOF, MORTGAGOR COVENANTS AND AGREES: (1) to keep said premises insured against loss by fire and other hazards, casualty and contingencies up to the full value of all improvements in such amounts, and in such companies as Mortgagee may from time to time approve, and that loss proceeds (less expense of collection) shall, at Mortgagee's option, be applied on said indebtedness. In event of loss Mortgagor will give immediate notice by mail to the Mortgagee, who may make proof of loss if not made promptly by Mortgagor, and each insurance company concerned is hereby authorized and directed to make payment for such loss directly to the Mortgagee instead of to the Mortgagor; (2) To pay all taxes and special assessments of any kind that have been or may be levied or assessed upon said premises, and to deliver to Mortgagee, upon request of the Mortgagee, the official receipt showing payment of all such taxes and assessments; (3) In the event of default by Mortgagor under Paragraphs 1 or 2 above, Mortgagee, at its option, may (a) place and keep such insurance above provided for in force throughout the life of this Mortgage and pay the reasonable premiums and charges therefor;

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(b) pay all said taxes and assessments without determining the validity thereof; and (c) pay such liens and all such disbursements shall be deemed a part of the indebtedness secured by this Mortgage and shall be immediately due and payable by Mortgagor (the Mortgagee); (4) To keep the buildings and other improvements now existing or hereafter erected in good condition and repair, not to commit or suffer any waste or any use of said premises contrary to restrictions of record or contrary to law, and to permit Mortgagee to enter at all reasonable times for the purpose of inspecting the premises; not to remove or demolish any building thereon; to restore promptly and in a good and workmanlike manner any buildings which may be damaged or destroyed thereon, and to pay, when due, all claims for labor performed and materials furnished therefor; (5) That he will pay, promptly the indebtedness secured hereby, and perform all other obligations in full compliance with the terms of said Promissory Note and this Mortgage; (6) That the time of payment of the indebtedness hereby secured, or of any portion thereof, may be extended or renewed, and any portions of the premises herein described may, without notice, be released from the lien hereof, without releasing or affecting the personal liability of any person or the priority of this Mortgage; (7) That he does hereby forever warrant and will forever defend the title and possession thereof against the lawful claims of any and all persons whatsoever.

6/8/90 SEE RIDER ATTACHED HERETO AND MADE A PART OF REAL ESTATE MORTGAGE DTD. 6/7/90.

6/8/90 RIDER ATTACHED HERETO AND MADE A PART OF REAL ESTATE MORTGAGE DTD. 6/7/90.

This Mortgage is executed by the Worth Bank and Trust 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 Worth Bank and Trust 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 principal or interest notes contained shall be construed as creating any liability on the said mortgagor or on said Worth Bank and Trust personally to pay the said principal notes 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 said mortgagee and by every person now or hereafter claiming any right or security hereunder, and that so far as the mortgagor and its successor and said Worth Bank and Trust personally are concerned, the legal holder or holders of said principal and interest notes 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 principal note, provided.

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record, the repayment of said indebtedness shall be secured by such liens on the portions of said premises affected thereby to the extent of such payments, respectively.

(4) Whenever, by the terms of this instrument or of said Promissory Note, Mortgagee is given any option, such option may be exercised when the right accrues or at any time thereafter, and no acceptance by Mortgagee of payment of indebtedness in default shall constitute a waiver of any default then existing and continuing or thereafter accruing.

(5) Each of the undersigned hereby waives the right to claim any damage for trespass, injury or any tort occasioned by or resulting from the exercise by the Holder of the rights given hereunder or any attempt to exercise any other right the Holder is herein granted, or any other right that the Holder has or may have, to the extent permitted by law.

(6) If Mortgagor shall pay said note at the time and in the manner aforesaid and shall abide by, comply with, and duly perform all the covenants and agreements herein, then Mortgagee will, within thirty (30) days after written demand therefor by Mortgagor, execute a release or satisfaction of this mortgage, and Mortgagor hereby waives the benefits of all statutes or laws which require the earlier execution or delivery of such release or satisfaction by Mortgagee, if permitted by law.

(7) By accepting payment of any sum accrued hereby after its due date, Mortgagee does not waive its right either to require prompt payment when due of all other sums so secured or to declare default for failure so to pay. If Mortgagor shall pay said Promissory Note at the time and in the manner aforesaid and shall abide by, comply with, and duly perform all the covenants and agreements herein, then this conveyance shall be null and void.

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- (8) Should Mortgagor sell, convey, transfer or dispose of, or further encumber said property, or any part thereof, without the written consent of Mortgagee being first had and obtained, then Mortgagee shall have the right, at its option, to declare all sums secured hereby forthwith due and payable.
- (9) All Mortgagors shall be jointly and severally liable for fulfillment of their covenants and agreements herein contained, and all provisions of this Mortgage shall inure to and be binding upon the heirs, executors, administrators, successors, grantees, lessees and assigns of the parties hereto respectively. Any reference in this Mortgage of the singular shall be construed as plural where appropriate.
- (10) Invalidity or unenforceability of any provisions herein shall not affect the validity and enforceability of any other provisions.
- (11) Should said property or any part thereof be taken by reason of condemnation proceeding, Mortgagee shall be entitled to all compensation, awards, other payments therefor and apply the same on said indebtedness.
- (12) If any of the undersigned is a married woman, she represents and warrants that this instrument has been executed in her behalf, and for her sole and separate use and benefit and that she has not executed the same as surety for another, but that she is the Borrower hereunder.
- (13) Each of us, whether Principal, Surety, Guarantor, Endorser, or other party hereto, hereby waives and renounces, each for himself and family, any and all homestead or exemption rights either of us have under or by virtue of the Constitution or Laws of any State, or of the United States, as against this debt or any renewal thereof; and any security agreement taken to secure this note or any renewal thereof; and the undersigned, and each Surety, Endorser, Guarantor, or other party to this note, transfers, conveys and assigns to the Holder hereof, a sufficient amount of any homestead or exemption that may be allowed to the undersigned, or either of them, including such homestead or exemption as may be set apart in bankruptcy, to the extent permitted by law.
- (14) This Mortgage shall be construed according to the laws of the State of Illinois.
- (15) This is being executed by Worth Bank and Trust, as trustee, under trust agreement dated October 12, 1979 and known as trust number 3317 & not personally. DATE OF MORTGAGE  
6-7-90

WITNESS the hand and seal of the Mortgagor, the day and year first written.

6/8/90  
WORTH BANK & TRUST as trustee & not personally  
U/T/A dtd. 10/12/79 a/w/a Tr. No. 3317.

(SEAL) BY: [Signature] (SEAL)  
V.P. & Trust Officer

(SEAL) Attest: [Signature] (SEAL)  
Asst. Trust Officer

~~6/8/90 SEE RIDER ATTACHED HERETO AND MADE A PART OF REAL ESTATE MORTGAGE DTD. 6/7/90.~~

6/8/90 RIDER ATTACHED HERETO AND MADE A PART OF REAL ESTATE MORTGAGE DTD. 6/7/90.

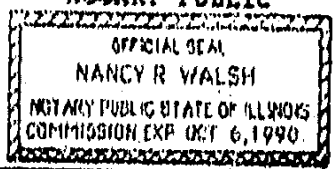
STATE OF ILLINOIS  
COUNTY OF COOK

I, the undersigned, a Notary Public, in the State aforesaid, DO HEREBY CERTIFY, that Richard T. Topps, V.P. & Trust Officer of the Worth Bank and Trust and Kirk E. Raucher, Asst. Trust Officer of said Bank, who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such V.P. & T.O. and Asst. T.O., 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 as the free and voluntary act of said Bank, as Trustee as aforesaid, for the uses and purposes therein set forth; and the said Asst. T.O. then and there acknowledged that he, as custodian of the corporate seal of said Bank, did affix the corporate seal of said Bank to said instrument as his own free and voluntary act and as the free and voluntary act of said Bank as Trustee as aforesaid, for the uses and purposes therein set forth.

Given under my hand and notarial seal, this 8th day of June A.D. 1990

90274003

[Signature]  
NOTARY PUBLIC



90274003

# UNOFFICIAL COPY

MORTGAGE

From:

To:

TRANSAMERICA FINANCIAL SERVICES, INC.

Urbana

County of

DOC. NO.

Filed for Record in the Recorder's Office

of

County,

Urbana, on the day of

A.D. 19

at

o'clock

P.M., and duly recorded

in Book

page

of

Clerk.

30042206



Transamerica  
7601 S. Kostner  
Chicago, Ill. 60649

30042206

Property of Cook County Clerk's Office

*Handwritten signature*

COOK COUNTY RECORDER

16836 N. W. - 9-274903

742222 FROM 0554 07/11/90 13:40:00

827.25

COOK COUNTY

# UNOFFICIAL COPY

(b) pay all said taxes and assessments without determining the validity thereof; and (c) pay such liens and all such disbursements shall be deemed a part of the indebtedness secured by this Mortgage and shall be immediately due and payable by Mortgagor to Mortgagee; (4) To keep the buildings and other improvements now existing or hereafter erected in good condition and repair, not to commit or suffer any waste or any use of said premises contrary to restrictions of record or contrary to law, and to permit Mortgagee to enter at all reasonable times for the purpose of inspecting the premises; not to remove or demolish any building thereon; to restore promptly and in a good and workmanlike manner any buildings which may be damaged or destroyed thereon, and to pay, when due, all claims for labor performed and materials furnished therefor; (5) That he will pay, promptly the indebtedness secured hereby, and perform all other obligations in full compliance with the terms of said Promissory Note and this Mortgage; (6) That the time of payment of the indebtedness hereby secured, or of any portion thereof, may be extended or renewed, and any portions of the premises herein described may, without notice, be released from the lien hereof, without releasing or affecting the personal liability of any person or the priority of this Mortgage; (7) That he does hereby forever warrant and will forever defend the title and possession thereof against the lawful claims of any and all persons whatsoever.

6/8/90 SEE RIDER ATTACHED HERETO AND MADE A PART OF REAL ESTATE MORTGAGE DTD. 6/7/90.

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(4) Whenever, by the terms of this instrument or of said Promissory Note, Mortgagee is given any option, such option may be exercised when the right accrues or at any time thereafter, and no acceptance by Mortgagee of payment of indebtedness in default shall constitute a waiver of any default then existing and continuing or thereafter accruing.

(5) Each of the undersigned hereby waives the right to claim any damage for trespass, injury or any tort occasioned by or resulting from the exercise by the Holder of the rights given hereunder or any attempt to exercise any other right the Holder is herein granted, or any other right that the Holder has or may have, to the extent permitted by law.

(6) If Mortgagor shall pay said note at the time and in the manner aforesaid and shall abide by, comply with, and duly perform all the covenants and agreements herein, then Mortgagee will, within thirty (30) days after written demand therefor by Mortgagor, execute a release or satisfaction of this mortgage, and Mortgagor hereby waives the benefits of all statutes or laws which require the earlier execution or delivery of such release or satisfaction by Mortgagee, if permitted by law.

(7) By accepting payment of any sum accrued hereby after its due date, Mortgagee does not waive its right either to require prompt payment when due of all other sums so secured or to declare default for failure so to pay. If Mortgagor shall pay said Promissory Note at the time and in the manner aforesaid and shall abide by, comply with, and duly perform all the covenants and agreements herein, then this conveyance shall be null and void.

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REAL ESTATE MORTGAGE

90274003

7-JUN 11 1993

WORTH BANK AND TRUST, AS TRUSTEE, UNDER TRUST AGREEMENT DATED OCTOBER 12, WITNESSETH, that 1979 AND KNOWN AS TRUST NUMBER 3317 & not personally

Burbank

Cook

County, State of Illinois, hereinafter referred to as

Mortgagor, does mortgage and convey unto TRANSAMERICA FINANCIAL SERVICES, INC., hereinafter referred to as Mortgagee, the following described Real Estate in the County of Cook, State of Illinois,

to wit: THE SOUTH 77 FEET OF THE NORTH 231 FEET OF LOT 25 IN F. H. BARTLETT'S 79TH STREET ACRES BEING A SUBDIVISION OF THE NORTH EAST 1/4 OF SECTION 31, TOWNSHIP 38 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PIN# 19 31 210 028

Also known as: 8211 Oak Park, Burbank, Illinois 60459

TRW REAL ESTATE  
LOAN SERVICES  
SUITE #1015  
100 N. LaSALLE

32062168

CHICAGO, IL 60602  
together with all buildings and improvements, hereditaments, and appurtenances pertaining to the property above described, all of which is referred to hereinafter as the "premises".

TO HAVE AND TO HOLD the above-described premises unto the said Mortgagee forever, for the purposes and uses herein set forth.

FOR THE PURPOSE OF SECURING: (1) Performance of each agreement of Mortgagor contained herein; (2) Payment of the principal sum with interest, as provided in accordance with the terms and provisions of a Promissory Note dated 6-7-90, herewith executed by Mortgagor and payable to the order of Mortgagee, in the principal sum of \$ 56930.66; (3) Payment of any additional advances, with interest thereon, as may hereafter be loaned by Mortgagee to Mortgagor in a maximum sum of \$ 56930.66; (4) The payment of any money that may be advanced by the Mortgagee to Mortgagor for any reason or to third parties, with interest thereon, where the amounts are advanced to protect the security or in accordance with the covenants of this Mortgage; (5) Any renewal, refinancing or extension of said promissory note, or any other agreement to pay which may be substituted therefor.

All payments made by Mortgagor on the obligation secured by this Mortgage shall be applied in the following order; FIRST: To the payment of taxes and assessments that may be levied and assessed against said premises, insurance premiums, repairs, and all other charges and expenses agreed to be paid by the Mortgagor.

SECOND: To the payment of interest due on said loan.

THIRD: To the payment of principal, until said indebtedness is paid in full.

TO PROTECT THE SECURITY HEREOF, MORTGAGOR COVENANTS AND AGREES: (1) to keep said premises insured against loss by fire and other hazards, casualty and contingencies up to the full value of all improvements in such amounts, and in such companies as Mortgagee may from time to time approve, and that loss proceeds (less expense of collection) shall, at Mortgagee's option, be applied on said indebtedness. In event of loss Mortgagor will give immediate notice by mail to the Mortgagee, who may make proof of loss if not made promptly by Mortgagor, and each insurance company concerned is hereby authorized and directed to make payment for such loss directly to the Mortgagee instead of to the Mortgagor; (2) To pay all taxes and special assessments of any kind that have been or may be levied or assessed upon said premises, and to deliver to Mortgagee, upon request of the Mortgagee, the official receipt showing payment of all such taxes and assessments; (3) In the event of default by Mortgagor under Paragraphs 1 or 2 above, Mortgagee, at its option, may (a) place and keep such insurance above provided for in force throughout the life of this Mortgage and pay the reasonable premiums and charges therefor;

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(7) By accepting payment of any sum accrued hereby after its due date, Mortgagee does not waive its right either to require prompt payment when due of all other sums so secured or to declare default for failure to pay. If Mortgagee shall pay said Promissory Note at the time and in the manner aforesaid and shall abide by, comply with, and duly perform all the covenants and agreements herein, then this conveyance shall be null and void.

(8) If Mortgagee shall pay said note at the time and in the manner aforesaid and shall abide by, comply with, and duly perform all the covenants and agreements herein, then Mortgagee will, within thirty (30) days after written demand therefor by Mortgagee, execute a release or satisfaction of this mortgage, and Mortgagee hereby waives the benefit of all statutes or laws which require the earlier execution or delivery of such release or satisfaction by Mortgagee, if permitted by law.

(9) Each of the undersigned hereby waives the right to claim any damage for trespass, injury or any tort occasioned by or resulting from the exercise by the Holder of the rights given hereunder or any attempt to exercise any other right the Holder is herein granted, or any other right that the Holder has or may have, to the extent permitted by law.

(10) Whenever, by the terms of this instrument or of said Promissory Note, Mortgagee is given any option, such option may be exercised when the right accrues or at any time thereafter, and no acceptance by Mortgagee of payment of indebtedness in default shall constitute a waiver of any default then existing and continuing or thereafter accruing.

(11) Mortgagee shall be subrogated to the lien of any and all prior encumbrances, liens or charges paid and discharged from the proceeds of the loan hereby secured, and even though said prior liens have been released or record, the repayment of said indebtedness shall be secured by such liens on the portions of said premises affected thereby to the extent of such payments, respectively.

(12) In the event said premises are sold at a foreclosure sale, Mortgagee shall be liable for any deficiency remaining after sale of the premises if permitted by law, and application of the proceeds of said sale to the indebtedness secured and to the expense of foreclosure, including Mortgagee's reasonable attorney's fees and legal expenses is allowed by law.

(13) If the Mortgagee shall fail to pay installments on said Promissory Note or on any other debt or obligation which may be secured hereby as the same may hereafter become due, or upon default in performance of any agreement hereunder, or upon sale or other disposition of the premises by Mortgagee, or should any action or proceeding be filed in any court to enforce any lien or claim against or interest in the premises, then all sums owing by the Mortgagee to the Mortgagee under this Mortgage or under the Promissory Note secured hereby shall immediately become due and payable at the option of the Mortgagee, in such application of the Mortgagee, or any other person who may be entitled to the monies due thereon, in such event the Mortgagee shall have the right immediately to foreclose this mortgage by complaint for that purpose, and such complaint may be presented to judgment and execution and sale for the collection of the whole amount of the indebtedness and interest thereon, including reasonable attorney's fees, any amounts advanced pursuant to this mortgage, costs of suit, and costs of sale, if permitted by law.

(14) If the Mortgagee shall fail to pay installments on said Promissory Note or on any other debt or obligation which may be secured hereby as the same may hereafter become due, or upon default in performance of any agreement hereunder, or upon sale or other disposition of the premises by Mortgagee, or should any action or proceeding be filed in any court to enforce any lien or claim against or interest in the premises, then all sums owing by the Mortgagee to the Mortgagee under this Mortgage or under the Promissory Note secured hereby shall immediately become due and payable at the option of the Mortgagee, in such application of the Mortgagee, or any other person who may be entitled to the monies due thereon, in such event the Mortgagee shall have the right immediately to foreclose this mortgage by complaint for that purpose, and such complaint may be presented to judgment and execution and sale for the collection of the whole amount of the indebtedness and interest thereon, including reasonable attorney's fees, any amounts advanced pursuant to this mortgage, costs of suit, and costs of sale, if permitted by law.

(15) If the Mortgagee shall fail to pay installments on said Promissory Note or on any other debt or obligation which may be secured hereby as the same may hereafter become due, or upon default in performance of any agreement hereunder, or upon sale or other disposition of the premises by Mortgagee, or should any action or proceeding be filed in any court to enforce any lien or claim against or interest in the premises, then all sums owing by the Mortgagee to the Mortgagee under this Mortgage or under the Promissory Note secured hereby shall immediately become due and payable at the option of the Mortgagee, in such application of the Mortgagee, or any other person who may be entitled to the monies due thereon, in such event the Mortgagee shall have the right immediately to foreclose this mortgage by complaint for that purpose, and such complaint may be presented to judgment and execution and sale for the collection of the whole amount of the indebtedness and interest thereon, including reasonable attorney's fees, any amounts advanced pursuant to this mortgage, costs of suit, and costs of sale, if permitted by law.

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12-121 (Rev. 10-88)

TO PROTECT THE SECURITY HEREOF, MORTGAGOR COVENANTS AND AGREES: (1) to keep said premises insured against loss by fire and other hazards, casualty and contingencies up to the full value of all improvements in such amounts, and in such companies as Mortgagee may from time to time approve, and that loss proceeds (less expense of collection) shall, at Mortgagee's option, be applied on said indebtedness. In event of loss by Mortgagee, and each insurance company concerned is hereby authorized and directed to make payment for such loss directly to the Mortgagee instead of to the Mortgagee; (2) To pay all taxes and special assessments of any kind that have been or may be levied or assessed upon said premises, and to deliver to Mortgagee, upon request of the Mortgagee, the official receipt showing payment of all such taxes and assessments; (3) In the event of default by Mortgagee under Paragraphs 1 or 2 above, Mortgagee, at its option, may (a) place and keep such insurance above provided for in force throughout the life of this Mortgage and pay the reasonable premiums and charges therefor;

THIRD: To the payment of principal, until said indebtedness is paid in full.

SECOND: To the payment of interest due on said loan.

FIRST: To the payment of taxes and assessments that may be levied and assessed against said premises, insurance premiums, repairs, and all other charges and expenses agreed to be paid by the Mortgagee.

90274003

All payments made by Mortgagee on the obligation secured by this Mortgage shall be applied in the following order: (1) Payment of the principal sum with interest, as provided in accordance with the terms and provisions of a Promissory Note dated 6-7-90, herewith executed by Mortgagee and payable to the order of Mortgagee, in the principal sum of \$ 56930.66; (2) Payment of any additional advances, with interest thereon, as may hereafter be loaned by Mortgagee to Mortgagee in a maximum sum of \$56930.66; (3) The payment of any money that may be advanced by the Mortgagee to Mortgagee for any reason or to third parties, with interest thereon, where the amounts are advanced to protect the security or in accordance with the covenants of this Mortgage; (4) Any renewal, refinancing or extension of said promissory note, or any other agreement to pay which may be substituted therefor.

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TOGETHER WITH THE IMPROVEMENTS, ENCUMBRANCES, and appurtenances pertaining to the property above described, all of which is referred to hereinafter as the "premises".

TRW REAL ESTATE  
LOAN SERVICES  
SUITE #1015  
100 N. LASALLE  
CHICAGO, IL 60602

Also known as: 8211 Oak Park, Burbank, Illinois 60459

PIN# 19 31 710 028

THE SOUTH 77 FEET OF THE NORTH 231 FEET OF LOT 25 IN E. H. BARTLETT'S 79TH STREET ACRES BEING A SUBDIVISION OF THE NORTH EAST 1/4 OF SECTION 31, TOWNSHIP 38 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

to wit:

Mortgagee, does mortgage and convey unto TRANSAMERICA FINANCIAL SERVICES, INC., hereinafter referred

to as Mortgagee, the following described Real Estate in the County of Cook, State of Illinois,

Burbank, Cook County, State of Illinois, hereinafter referred to as

WITNESSETH, that 1979 AND KNOWN AS TRUST NUMBER 3317 & NOT PERSONALLY

MORTGAGE BANK AND TRUST, AS TRUSTEE, UNDER TRUST AGREEMENT DATED OCTOBER 12,

7-JUN 1 1990

REAL ESTATE MORTGAGE 90274003

9 0 2 7 4 0 0 3



UNOFFICIAL COPY

MORTGAGE

From:

To:

TRANSAMERICA FINANCIAL SERVICES, INC.

EMails

County of

DOC. NO.

Filed for Record in the Recorder's Office

County.

Month, on the day of . A.D. 19

at o'clock P.M. and duly recorded

in Book page of

Clerk.



Transamerica  
7101 S. KOSTNER  
Chicago, IL 60649

30047206

Property of Cook County Clerk's Office

30047206

REPT. OF RECORDS  
1900-27 2000-0550 00 13:00 18 40 00  
ADDRESS: 11 W. 5th St. - 2nd Floor  
CHICAGO, ILL. 60604

# UNOFFICIAL COPY

90274003

(8) Should Mortgagor sell, convey, transfer or dispose of, or further encumber said property, or any part thereof, without the written consent of Mortgagee being first had and obtained, then Mortgagee shall have the right, at its option, to declare all sums secured hereby forthwith due and payable.

(9) All Mortgagors shall be jointly and severally liable for fulfillment of their covenants and agreements herein contained, and all provisions of this Mortgage shall inure to and be binding upon the heirs, executors, administrators, successors, grantees, leasees and assigns of the parties hereto respectively. Any reference in this Mortgage of the singular shall be construed as plural where appropriate.

(10) Invalidity or unenforceability of any provisions herein shall not affect the validity and enforceability of any other provisions.

(11) Should said property or any part thereof be taken by reason of condemnation proceeding, Mortgagee shall be entitled to all compensation, awards, other payments therefor and apply the same on said indebtedness.

(12) If any of the undersigned is a married woman, she represents and warrants that this instrument has been executed in her behalf, and for her sole and separate use and benefit and that she has not executed the same as surety for another, but that she is the Borrower hereunder.

(13) Each of us, whether Principal, Surety, Guarantor, Endorser, or other party hereto, hereby waives and renounces, each for himself and family, any and all homestead or exemption rights either of us have under or by virtue of the Constitution or laws of any State, or of the United States, as against this debt or any renewal thereof; and the undersigned, and each Surety, and any security agreement taken to secure this note or any renewal thereof; and the undersigned, and each Surety, Endorser, Guarantor, or other party to this note, transfers, conveys and assigns to the Holder hereof, a sufficient amount of any homestead or exemption that may be allowed to the undersigned, or either of them, including such homestead or exemption as may be set apart in bankruptcy, to the extent permitted by law.

(14) This Mortgage shall be construed according to the laws of the State of Illinois.

(15) This is being executed by Worth Bank and Trust, as trustee, under trust agreement dated October 12, 1979 and known as trust number 3317 & not personally. DATE OF MORTGAGE 6-7-90

WITNESS the hand and seal of the Mortgagor, the day and year first written.

6/8/90  
WORTH BANK & TRUST as trustee & not personally  
0/17/A dtd. 6/7/79 a/k/a Tr. No. 3317.

(SEAL) BY: \_\_\_\_\_ (SEAL)  
V.P. & Trust Officer

(SEAL) Attest: \_\_\_\_\_ (SEAL)  
Asst. Trust Officer

6/8/90 SEE RIDER ATTACHED HERETO AND MADE A PART OF REAL ESTATE MORTGAGE DTD. 6/7/90.

6/8/90 RIDER ATTACHED HERETO AND MADE A PART OF REAL ESTATE MORTGAGE DTD. 6/7/90.

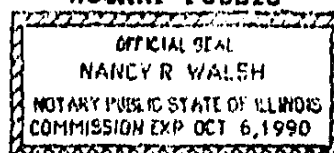
STATE OF ILLINOIS  
COUNTY OF COOK

I, the undersigned, a Notary Public, in the State aforesaid DO HEREBY CERTIFY, that Richard T. Topps, V.P. & Trust Officer of the Worth Bank and Trust and Kirk E. Raucher, Asst. Trust Officer of said Bank, who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such V.P. & T.O. and Asst. T.O.; 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 as the free and voluntary act of said Bank, as Trustee as aforesaid, for the uses and purposes therein set forth; and the said Asst. T.O. then and there acknowledged that he, as custodian of the corporate seal of said Bank, did affix the corporate seal of said Bank to said instrument as his own free and voluntary act and as the free and voluntary act of said Bank as Trustee as aforesaid, for the uses and purposes therein set forth.

Given under my hand and notarial seal, this 8th day  
of June A.D. 1990

90274003

*Nancy R. Walsh*  
NOTARY PUBLIC



90274003

UNOFFICIAL COPY

9 0 2 7 4 0 0 3

NOTARY PUBLIC

90274003

GIVEN under my hand and Notarial Seal this day, A.D. 19

all rights under any homestead, exemption and valuation laws, free and voluntary act for the uses and purposes therein set forth, including the release and waiver of and acknowledged that they signed, sealed and delivered the said instrument as their

whose names are subscribed to the foregoing instrument, appeared before me this day in person, his wife, personally known to me to be the same persons and

Do hereby Certify That, a notary public, in and for the county and State aforesaid,

COUNTY OF Cook STATE OF ILLINOIS

Property of Cook County Clerk's Office

(1) (2) (3) (4) (5) (6) (7) (8) (9) (10) (11) (12) (13) (14) (15) (16) (17) (18) (19) (20) (21) (22) (23) (24) (25) (26) (27) (28) (29) (30) (31) (32) (33) (34) (35) (36) (37) (38) (39) (40) (41) (42) (43) (44) (45) (46) (47) (48) (49) (50) (51) (52) (53) (54) (55) (56) (57) (58) (59) (60) (61) (62) (63) (64) (65) (66) (67) (68) (69) (70) (71) (72) (73) (74) (75) (76) (77) (78) (79) (80) (81) (82) (83) (84) (85) (86) (87) (88) (89) (90) (91) (92) (93) (94) (95) (96) (97) (98) (99) (100)

(8) Should Mortgagee sell, convey, transfer or dispose of, or further encumber said property, or any part thereof, without the written consent of Mortgagee being first had and obtained, then Mortgagee shall have the right, at its option, to declare all sums secured hereby forthwith due and payable.

(9) All Mortgagees shall be jointly and severally liable for fulfillment of their covenants and agreements herein contained, and all provisions of this Mortgage shall inure to and be binding upon the heirs, executors, administrators, and assigns of the mortgagors hereinafter named. Any release in this Mortgage of the

9 0 2 7 4 0 0 3

# UNOFFICIAL COPY

Transamerica  
7601 S. Kostner  
Chicago, IL 60649



MORTGAGE

From: \_\_\_\_\_

To:  TRANSAMERICA FINANCIAL SERVICES, INC.

Illinois

County of \_\_\_\_\_

DOC. NO.

Filed for Record in the Recorder's Office

of \_\_\_\_\_

Country.

Illinois, on the day of \_\_\_\_\_ . A.D. 19 \_\_\_\_\_

at \_\_\_\_\_ o'clock \_\_\_\_\_ m., and duly recorded

in Book \_\_\_\_\_ of \_\_\_\_\_

page \_\_\_\_\_

Clerk.

90274003

90274003

DEPT-01 RECORDING

\$17.25

740302 JOHN 0554 08/11/90 13:40:00

90274003 \*--90-274003

COOK COUNTY RECORDER

Property of Cook County Clerk's Office