

UNOFFICIAL COPY

91500730

5 YEAR CALLABLE
Mortgage

Loan No. 8-02-7000074-9

(Corporate Trustee Form)

*MANUFACTURERS AFFILIATED TRUST COMPANY, Successor Trustee to Affiliated Bank/
THIS INDENTURE WITNESSETH: That the undersigned * WESTERN NATIONAL BANK OF CICERO

a corporation organized and existing under the laws of the UNITED STATES OF AMERICA
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 AUGUST 26, 1986 and known as trust number
9935 , hereinafter referred to as the Mortgagor, does hereby Mortgage and Warrant to

LISLE SAVINGS AND LOAN ASSOCIATION

15 00

a corporation organized and existing under the laws of the STATE OF ILLINOIS
hereinafter referred to as the Mortgagee, the following real estate in the County of COOK

in the State of ILLINOIS , to wit:

LOTS 1 AND 2 IN BLOCK 1 IN GEORGE W. CASS ADDITION TO HAWTHORNE, BEING A SUBDIVISION OF
BLOCK 8 OF THOMAS F. BALDWIN'S SUBDIVISION OF THE NORTH WEST QUARTER OF SECTION 33,
TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY,
ILLINOIS.

COMMONLY KNOWN AS 3202 S. LARAMIE, CICERO, ILLINOIS

PIN #16-33-114-025
16-33-114-026

1991 SEP 26 PM 1:19

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Together with all buildings, improvements, fixtures or appurtenances now or hereafter erected thereon or placed therein, including all apparatus, equipment, fixtures, or articles, whether in single units or centrally controlled, used to supply heat, gas, airconditioning, water, light, power, refrigeration, ventilation or other services, and any other thing now or hereafter built or thereon, the furnishing of which by lessors to lessees is customary or appropriate, including screens, window shades, storm doors and windows, floor coverings, screen doors, in-door beds,awnings, stoves and water heaters (all of which are intended to be and are hereby 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 Mortgagee, whether now due or hereafter to become due as provided herein. The Mortgagor is hereby subrogated to the rights of all mortgagees, lessees and owners paid off by the proceeds of the loan hereby secured.

TO HAVE AND TO HOLD the said property, with said buildings, improvements, fixtures, appurtenances, apparatus and equipment, and with all the rights and privileges throughout belonging, under and subject thereto, free from all rights and benefits under the homestead, exemption and valuation laws of any state, which said rights and benefits said Mortgagor does hereby release and waive.

TO SECURE

(1) The payment of a Note executed by the Mortgagor to the order of the Mortgagee bearing even date herewith in the principal sum of TWENTY THOUSAND AND 00/100***** Dollars

\$ 20,000.00*****), which Note, together with interest thereon as therein provided, is payable in monthly installments of ONE HUNDRED SIXTY FIVE AND 00/100***** Dollars

165.00 , commencing the FIRST day of NOVEMBER 19 91 .

which payments are to be applied, first, to interest, and the balance to principal, until said indebtedness is paid in full.

(2) Any advances made by the Mortgagee to the Mortgagor, or its successor in title, for any purpose, at any time before the release and cancellation of this Mortgage, but at no time shall this Mortgage secure advances on account of said original Note together with such additional advances, in a sum in excess of

TWENTY THOUSAND AND 00/100***** Dollars 17 .

provided that, nothing herein contained shall be considered as limiting the amounts that shall be said to hereby when advanced to protect the security or in accordance with covenants contained in the Mortgage.

(3) The performance of all of the covenants and obligations of the Mortgagor to the Mortgagee, as contained herein and in said Note.

THE MORTGAGOR COVENANTS:

A. (1) To pay said indebtedness and the interest thereon as herein and in said note provided, or according to an agreement extending the time of payment thereof. (2) To pay when due and before any penalty attaches thereto all taxes, special assessments, water charges and sewer service charges against said property, including three foreclosed lots, and to furnish Mortgagor, upon request, duplicate receipts therefor, and all such items estimated against said property shall be conclusively deemed valid for the purpose of this indenture. (3) To keep the improvements now or hereafter erected on said premises insured against damage by fire, and such other hazards as the Mortgagor may reasonably be required to be protected against, and to provide public liability insurance on said other insurance as the Mortgagor may require, until said indebtedness is fully paid off. In case of foreclosure, until expiration of the period of redemption, of the full insurable value thereof, in such companies, through such agents or brokers, and in such form as shall be satisfactory to the Mortgagee, such insurance, so long as shall remain with the Mortgagor, during said period or periods, and continue the same clause inviolately to the Mortgagee making good payment in the event of foreclosure, and in case of foreclosure sale payable to the owners of the certificate of sale, or to any deficiency, any premium, brokerage, interest or any other expense, and part of the proceeds of foreclosure, and in case of loss under such policies, the Mortgagor is authorized to adjust, collect and compromise, in its discretion, all claims thereunder and to execute and defend, on behalf of the Mortgagee all necessary proceedings of loss, damage, collection, interest and garnishments required to be pursued by the insurance companies, and the Mortgagor agrees to sign, upon demand, all receipts, vouchers and releases required of him to be signed by the Mortgagee, or such persons, and the Mortgagor is authorized to apply the proceeds of any insurance claim to the restoration of the property, or upon the indebtedness hereby secured in its discretion, but monthly payments shall continue until said indebtedness is paid in full. (4) Immediately after destruction or damage, to commence and promptly to complete the rebuilding or restoration of buildings and improvements, now or hereafter on said premises, unless Mortgagor elects to apply on the indebtedness secured hereby the proceeds of any insurance covering such destruction or damage. (5) To keep said premises in good condition and repair, without waste, and free from any mechanic's or other lien or claim of lien not expressly subordinated to the lien hereof. (6) Not to make, suffer or permit any unlawful use of or any nuisance to exist on said property nor to diminish nor impair its value by any act of omission or act. (7) To comply with all requirements of law with respect to unexpired promises and the use thereof. (8) Not to make, suffer or permit, without the written permission of the Mortgagee, being first had and obtained, (a) any use of the property for any purpose other than that for which it is now used, (b) any alterations of the improvements, apparatus, appurtenances, fixtures or equipment now or hereafter upon said property, (c) any purchase on conditional sale, lease or agreement under which title is reserved in the vendor, or of any apparatus, fixtures or equipment to be placed in or upon any buildings or improvements on said property, (8) To complete within a reasonable time any buildings or improvements now or at any time in process of erection upon the premises.

B. In order to provide for the payment of taxes, assessments, insurance premiums, and other and all charges upon the property securing this indebtedness, and other insurance required or accepted, the undersigned promises to pay to the Mortgagee a pro rata portion of the current real taxes upon the disbursement of the loan and to pay monthly to the Mortgagee, in addition to the above payments, a sum estimated to be equivalent to one tenth of such items, which payments may, at the option of the Mortgagee, (a) be held by it and commingled with other such funds or its own funds for the payment of such items, (b) be carried in a savings account and withdrawn by it to pay such items, or (c) be credited to the unpaid balance of said indebtedness as received, provided that the Mortgagee advances upon this obligation sums sufficient to pay said items as the same accrue and become payable. If the amount estimated to be sufficient to pay said items is not sufficient, the undersigned promises to pay the difference upon demand. If such sums are held or carried in a savings account or to low account, the same are hereby pledged to further secure this indebtedness. The Mortgagor is authorized to pay such items as charged or billed without further inquiry.

C. This mortgage contract provides for additional advances which may be made at the option of the Mortgagee and secured by the mortgage, and it is agreed that in the event of such advances the amount thereof may be added to the mortgage debt and shall increase the unpaid balance of the note hereby secured by the amount of such advance and shall be a part of said note indebtedness under all of the terms of said note and this contract as fully as if a new note and contract were executed and delivered. An Additional Advance Agreement may be given and accepted for such advance and provision may be made for different monthly payments and a different interest rate and other express modifications of the contract, but in all other respects this contract shall remain in full force and effect as to said indebtedness, including all advances.

D. That in case of failure to perform any of the covenants herein, Mortgagor may do on Mortgagor's behalf everything so covenanted, that said Mortgagee may also do any act it may deem necessary to protect the lien hereof, that Mortgagor will repay upon demand any money paid or disbursed by Mortgagee for any of the above purposes and such monies 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 with the same priority as the original indebtedness and may be included in any decree foreclosing this mortgage and be paid out of the rents or proceeds of sale of said premises if not otherwise paid, that it shall not be obligatory upon the Mortgagee to inquire into the validity of any lien, encumbrance or claim in advancing moneys as above authorized, but nothing herein contained shall be construed as requiring the Mortgagee to advance any moneys for any purpose nor to do any act hereunder, and the Mortgagor shall not incur any personal liability because of anything it may do or omit to do hereunder.

E. That it is the intent hereof to secure payment of said note and obligation whether the entire amount shall have been advanced to the Mortgagor at the date hereof, or at a later date, and to secure any other amount or amounts that may be added to the mortgage indebtedness under the terms of this mortgage contract.

F. That in the event the ownership of said property or any part thereof becomes vested in a person other than the Mortgagor, the Mortgagor may, without notice to the Mortgagor, deal with such successor or successors in interest with reference to this mortgage and the debt hereby secured in the same manner as with the Mortgagor, and may 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 secured.

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LITTLE SAVINGS AND LOAN ASSOCIATION

LISLE, IL 60532

THIS INSTRUMENT WAS PREPARED BY:

MAIL TO:

SEPTEMBER *day of* *AD 1991*

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Secrecy of said corporation, and personally known to me to be the same persons whose names are subscribed to the foregoing instrument,
presumably known to me to be the **AUTHORIZED OFFICER** of such officers they signed and delivered to the said instrument as such
spoke before me this day in person and severally acknowledged that as such officers they signed and delivered to the said instrument as such

PROFESSIONALLY KNUCKLED PILITATED TRUST COMPANY

President of Vice personally known to me to be the

and for said County, in the State aforesaid, do hereby certify that

COUNTY OF COOK MAUREEN SALTTRIC, a Notary Public in IL, the undersigned

ATTESTED *[Signature]* As Trustee as above-named and not personally
COMPANY, *[Signature]* Bank/Mortgage to ATTACHED

A.D. 1998

Day of SEPTEMBER

1161

Vice President, and the corporate seal to be hereunto affixed and attested by us.

In case the application of the principle of the purchase market is not feasible, the following method may be used:

and become a part of the new design. This will also help to increase the efficiency of the system and reduce the cost of maintenance.

4. That the Minister may make regulations for the service of other legal processes than those mentioned in section 10 of this Act.

Q This is something of an interesting question, and I'd like to start by pointing out that the Committee has been asked to make recommendations on a range of issues, and one of those issues is the introduction of a new regulatory framework for derivatives, and in my testimony I will propose some changes to the existing framework that would better reflect the needs of the markets. In particular, I would like to see a simpler and more transparent system of regulation that would encourage greater participation in the markets, and that would also help to reduce the risk of systemic instability.

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RIDER

This Rider is made this 16TH day of SEPTEMBER, 1991, and is incorporated into and shall be deemed to amend and supplement a Mortgage dated of even date herewith, given by the undersigned to secure Borrower's Note to Lisle Savings and Loan Association and covering the Property described in the security instrument and located at 3202 S. LARAMIE, CICERO, ILLINOIS 60650.

Property Address

If the Mortgagor or Beneficiary of this Trust sells, transfers, conveys or assigns his interest in the said property or any part thereof, the Mortgagee may declare the entire indebtedness secured by this mortgage due and payable immediately; the acceptance of payments upon said indebtedness shall not constitute a waiver of the right to demand immediate repayment of the entire indebtedness unless and until the Mortgagee has been notified in writing of such sale, transfer, conveyance, or assignment.

*MANUFACTURERS AFFILIATED TRUST COMPANY, Successor Trustee to Affiliated Bank/
IN WITNESS WHEREOF, * WESTERN NATIONAL BANK OF CICERO
not personally, but as Trustee as aforesaid, has caused these presents to be signed
by its Vice President, and its corporate seal to be hereunto
affixed and attested by its Authorized Officer, Secretary, this 19TH day of
SEPTEMBER, A.D., 1991.

MANUFACTURERS AFFILIATED TRUST COMPANY
Successor Trustee to Affiliated Bank/Western
National As Trustee as aforesaid and not personally u/t/a
19935.
By Marta C. Brookins Vice President

Attest Marta C. Brookins
Secretary
Authorized Officer

State of ILLINOIS

County of COOK

I, the undersigned, a Notary Public in and for said County, in the State aforesaid,
DO HEREBY CERTIFY THAT SUZANNE GOLDSTEIN BAKER, personally known to me to
be the Vice President of MANUFACTURERS AFFILIATED TRUST COMPANY
a corporation, and MARTHA BROOKINS personally known to me to be the
Authorized Officer ~~Secretary~~ of said corporation, and personally known to me to be
the same persons whose names are subscribed to the foregoing instrument appeared
before me this day in person and severally acknowledged that as such officers they
signed and delivered the said instrument as such officers of said corporation and
caused the corporate seal of said corporation to be affixed thereto, pursuant to
authority, given by the Board of Directors of said corporation as their free and
voluntary act, and as the free and voluntary act and deed of said corporation, for
the uses and purposes therein set forth.

Given under my hand and Notarial Seal, this 19TH day of SEPTEMBER, 1991.

Suzanne Goldstein
Notary Public

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CALL OPTION RIDER

This rider is made this 16TH day of SEPTEMBER, 1991 and is incorporated into and shall be deemed to amend and supplement this Mortgage (the "Security Instrument") and Note of the same date given by the undersigned (the "Borrower") and covering the property described in the Security Instrument and located at:

3202 S. LARAMIE, CICERO, ILLINOIS

(Property Address)

ADDITIONAL COVENANT. In addition to the covenants and agreements made in the Note and Security Instrument, Borrower and Lender further covenant and agree as follows:

CALL OPTION

Exercise of Option

1. During the thirty day period commencing one hundred twenty (120) days prior to the fifth anniversary date of the first payment date specified in the Note, Lender may, upon written notice to Borrower, accelerate the entire unpaid principal balance due under the Note. Said notice shall be sent registered mail, return receipt requested, to the Borrower at the Borrower's last known address, and shall be deemed given when deposited in the U.S. mail, postage prepaid.
2. Such notice shall state the date on which payment in full is due, which date must be at least ninety (90) days after the date the notice is mailed. The entire unpaid principal balance of the Note, together with any and all accrued but unpaid interest and any other sums owing under the terms of the Security Instrument shall be due and payable on or before the due date. If Borrower fails to pay such sums when due, Lender may invoke any and all remedies permitted under the Note and Security Instrument.
3. In the event Lender does not exercise its call option as set forth above, the option shall be renewable annually during the thirty day periods commencing one hundred twenty days prior to the anniversary date of the first payment date specified in the Note. The call option, as renewed, can be exercised in the same manner, and with the same effect as set forth in subparagraphs (1) and (2) above.
4. In the event Lender does exercise its call option as set forth above, Lender shall refund one half the loan origination fee Borrower paid Lender. This refund shall only be applicable if the loan is not in default and shall be remitted to Borrower after the principal balance has been satisfied in full.

MANUFACTURERS AFFILIATED TRUST COMPANY
AS Successor Trustee to Affiliated Bank
WESTERN NATIONAL BANK OF CICERO
NOT PERSONALLY BUT AS TRUSTEE UNDER
TRUST AGREEMENT DATED AUGUST 26, 1986
AND KNOWN AS TRUST NUMBER 9935

Marta Brooks
SECRETARY-Authorized Officer

J. M. B.
Vice President

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