

# UNOFFICIAL COPY

THIS MORTGAGE

THE ABOVE SPACE FOR RECORDER'S USE ONLY

THIS INDENTURE, made September 9, 1991, between Charter Bank & Trust of Illinois not personally, but as Trustee under agreement dated August 5, 1991 and known as Trust No. 1448 (herein referred to as "Mortgagor,") and Michael Arroyo and Sylvia Arroyo husband & wife (herein referred to as "Mortgagee,")

WITNESSETH

THAT WHEREAS Mortgagor is justly indebted to Mortgagee in the sum of Thirty thousand dollars (\$ 30,000.00) evidenced by a certain Promissory Note of even date herewith executed by Mortgagor, payable to the order of the Mortgagee and delivered, by which Note Mortgagor promises to pay said principal sum and interest on the balance of principal remaining from time to time unpaid at the rate of 12 per annum, at the office of Mortgagee 6326 South Knox, Chicago, Illinois, in 6 (six) successive monthly installments commencing September 7, 1991, and on the same date of each month thereafter, all except the last of said installments to be in the amount of \$ 5,000.00 each, and said last installment to be the entire unpaid balance of said sum, together with interest on the principal of each installment after the original maturity date thereof at 12 per annum, together with all costs of collection, including reasonable attorneys' fees, upon default, (hereinafter referred to as the "Note")

NOW, THEREFORE, the Mortgagor, to secure the payment of said Note in accordance with its terms and the terms, provisions and limitations of this Mortgage, and all extensions and renewals thereof, and for the further purpose of securing the payment of any and all obligations, indebtedness and liabilities of any and every kind now or hereafter owing and to become due from the Mortgagor to the Mortgagee or to the holder of said Note or to the Assignee of the Mortgage during the term of the mortgage, howsoever created, incurred, evidenced, acquired or arising, whether under the Note or this mortgage or under any other instrument, obligation, contract or agreement of any and every kind now or hereafter existing or entered into between the Mortgagor and the Mortgagee or otherwise and whether direct, indirect, primary, secondary, fixed or contingent, together with interest and charges as provided in said Note and in any other agreements made by and between the parties herein, and including all present and future indebtedness incurred or arising by reason of the guarantee to Mortgagee by Mortgagor of present or future indebtedness or obligations of third parties to Mortgagee, and of present and future indebtedness originally owing by Mortgagor to third parties and assigned by said third parties to Mortgagee, and any and all renewals or extensions of any of the foregoing, and the performance of the covenants and agreements herein contained, by the Mortgagor to be performed, and also in consideration of One Dollar in hand paid, the receipt whereof is hereby acknowledged, does by these presents Mortgage to the Mortgagee, its successors and assigns, the following described Real Estate in the County of \_\_\_\_\_ and State of Illinois, to wit:

91566270

SEE ATTACHED RIDER

DEPT-01 RECORDING \$14.00  
T4222 TRAN 0850 10/29/91 16:10:00  
47401 + R \* - 91 - 566270  
COOK COUNTY RECORDER

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

TOGETHER with all improvements, tenements, easements, fixtures and appurtenances thereto belonging, and all rents, issues and profits thereof for so long and during all such times as Mortgagor may be entitled thereto (which are pledged primarily and on a parity with said real estate and not secondarily), and all apparatus, equipment or articles now or hereafter therein or thereon used to supply heat, gas, air conditioning, water, light, power, refrigeration (whether single units or centrally controlled), and ventilation, including (without restricting the foregoing), air conditioning units, window shades, storm doors and windows, floor coverings, radiator beds, awnings, stoves and water heaters. All of the foregoing are declared to be a part of said real estate whether physically attached thereto or not, and it is agreed that all similar apparatus, equipment or articles hereafter placed on the premises by the Mortgagor or its successors shall be considered as constituting part of the real estate.

TO HAVE AND TO HOLD the premises unto the Mortgagee, its successors and assigns, to have, for the purposes herein set forth.

This Mortgage consists of two pages. The covenants, conditions and provisions appearing on page 2 (the reverse side hereof) among other things, require Mortgagor to keep the premises in repair, insured and free of liens and to pay and discharge prior liens and taxes, provide that if not paid by Mortgagor, the costs of such repairs, insurance, prior liens and taxes paid by Mortgagee constitute additional indebtedness secured hereby, provide for tax and insurance deposits, for acceleration of maturity of the Note and foreclosure hereof in case of default and for the allowance of Mortgagee's attorneys' fees and expenses of foreclosure and are incorporated herein by reference, are a part hereof, and shall be binding on the Mortgagor and those claiming through it.

In the event Mortgagor sells or conveys the premises, or if the title thereto or any interest therein shall become vested in any manner whatsoever in any other person or persons other than Mortgagor, Mortgagee shall have the option of declaring any amount due and payable on unpaid installments on the Note and enforcing the provisions of this Mortgage with respect thereto unless prior to such sale or conveyance Mortgagee shall have consented thereto in writing and the prospective purchaser or grantee shall have executed a written agreement in form satisfactory to the Mortgagee assuming and agreeing to be bound by the terms and conditions of said Note and this Mortgage.

This mortgage is executed by Charter Bank & Trust of 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 it is expressly understood and agreed by the mortgagee herein and by every person now or hereafter claiming any right or security hereunder that nothing contained herein or in the Note secured by this mortgage shall be construed as creating any liability on Charter Bank & Trust of Illinois or on any of the beneficiaries under said trust agreement personally to pay said Note or any interest that may accrue thereon, or any indebtedness accruing hereunder or to perform any covenants either express or implied herein contained, all such liability, if any, being expressly waived, and that any recovery on this mortgage and the Note secured hereby shall be solely against and out of the property hereby conveyed by enforcement of the provisions hereof and of said Note, but this waiver shall in no way affect the personal liability of any co-signer, endorser or guarantor of said Note.

IN WITNESS WHEREOF, Charter Bank & Trust of Illinois not personally but as Trustee as aforesaid, has caused these presents to be signed by its (Executive) (Assistant) (Vice President) (Trust Officer) (Trust Officer), and its corporate seal to be hereunto affixed and attested by its (Executive) (Assistant) (Vice President) (Trust Officer) the day and year first above written.

Charter Bank & Trust of Illinois As Trustee as aforesaid and not personally,

BY [Signature] (Executive) (Assistant) (Vice President) (Trust Officer)  
Attest [Signature] (Executive) (Assistant) (Vice President) (Trust Officer)

STATE OF ILLINOIS )  
COUNTY OF COOK ) SS. I, Mary Jackson  
a Notary Public in and for said County, in the state aforesaid, DO HEREBY CERTIFY, that John T. Hayes and Paul C. Mueller

(Executive) (Assistant) (Vice President) (Trust Officer) of Charter Bank & Trust of Illinois and (Executive) (Assistant) (Vice President) (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 (Executive) (Assistant) (Vice President) (Trust Officer), and (Executive) (Assistant) (Vice President) (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 act and as the free and voluntary act of said Bank, as Trustee as aforesaid, for the uses and purposes therein set forth, and the said (Executive) (Assistant) (Vice President) (Trust Officer) then and there acknowledged that said (Executive) (Assistant) (Vice President) (Trust Officer), as custodian of the corporate seal of said Bank, did affix the seal of said Bank to said instrument as said (Executive) (Assistant) (Vice President) (Trust Officer's) 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 9th day of September

(This Document Prepared By: John K. Wheeler - Attorney at Law  
738 West 43rd Street  
Chicago, Illinois 60609)  
Thany Jackson  
Notary Public

NAME John K. Wheeler  
STREET 738 West 43rd Street  
CITY Chicago, Illinois 60609

INSTRUCTIONS  
RECORDER'S OFFICE BOX NUMBER

FOR RECORDERS INDEX PURPOSES INSERT STREET ADDRESS ABOVE DESCRIBED PROPERTY HEREIN  
6326 South Knox and  
5937-5939-5941 South Ashland  
Chicago, Illinois 60636

OFFICIAL SEAL  
Notary Public, State of Illinois  
My Commission Expires 11/21/92

1400 M



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## RIDER

LOT 10 (EXCEPT THAT PART OF SAID LOT LYING EAST OF A LINE 50 FEET WEST OF AND PARALLEL WITH EAST LINE OF SECTION 18) IN BLOCK 1 IN DEMAREST'S SUBDIVISION OF NORTH EAST 1/4 OF SOUTH EAST 1/4 OF SECTION 18, TOWNSHIP 38 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

COMMONLY KNOWN AS: 5922 SOUTH ASHLAND AVENUE  
CHICAGO, ILLINOIS 60636

P.I.N. 20-18-407-029

LOT THIRTY (EXCEPT THAT PART THEREOF LYING WEST OF A LINE FIFTY (50) FEET EAST AND PARALLEL WITH THE WEST LINE OF SECTION 17), LOT THIRTY ONE (EXCEPT THAT PART THEREOF LYING WEST OF A LINE FIFTY (50) FEET EAST AND PARALLEL WITH THE WEST LINE OF SECTION 17), LOT THIRTY TWO (EXCEPT THAT PART THEREOF LYING WEST OF A LINE FIFTY (50) FEET EAST AND PARALLEL WITH THE WEST LINE OF SECTION 17) IN BLOCK TWO (2) IN R.F. JACOBS SUBDIVISION OF THE NORTHWEST QUARTER (1/4) OF THE NORTHWEST QUARTER (1/4) OF THE SOUTHWEST QUARTER (1/4) OF SECTION 17, TOWN 38 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, *in Cook County, Illinois.*

COMMONLY KNOWN AS: 5937-5939-5941 SOUTH ASHLAND AVENUE  
CHICAGO, ILLINOIS 60636

P.I.N. 20-17-300-010/011/012

91566270