

# UNOFFICIAL COPY

(Corporate Trustee Form)

Form No. 900-10017-3

ISS #404

THIS INDENTURE WITNESSETH: That the undersigned

91580615

STANBORD BANK AND TRUST COMPANY OF ILLINOIS

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 APRIL 7, 1977 and known as trust number \_\_\_\_\_, hereinafter referred to as the Mortgagor, does hereby Mortgage and Warrant to

## SOUTHWEST FEDERAL SAVINGS AND LOAN ASSOCIATION

a corporation organized and existing under the laws of the United States of America hereinafter referred to as the Mortgagee, the following real estate in the County of COOK in the State of ILLINOIS, to wit:

THE EAST 57 FEET OF LOT 30 IN FLEMING'S PARKSIDE GARDENS, 1ST ADDITION BEING A SUBDIVISION IN THE NORTH 1/2 OF SECTION 32, TOWNSHIP 37 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

91580615

Together with all buildings, improvements, fixtures or appurtenances now or hereafter erected thereon or placed 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 other services, and any other thing now or hereafter thereon or thereon, the furnishing of which by lessors to lessees is customary or appropriate, including screens, window shades, storm doors and windows, floor covering, green roofs, in a door leads, awnings, stoves and water heaters (all of which are intended to be and are hereby declared to be a part of said real estate which is hereby 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 Mortgagee is hereby subrogated to the rights of all mortgagees, bondholders 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 thereunto belonging, unto said Mortgagee forever. The uses herein set forth, free from all rights and benefits under the homestead, exemption and selection 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 SEVEN THOUSAND AND NO/100 Dollars

(2) 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 SEVEN THOUSAND AND NO/100 Dollars

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### THE MORTGAGOR COVENANTS:

1. To pay said indebtedness and the interest thereon as herein and in said note provided, in accordance to an agreement extending the time of payment thereof.
2. To pay when due and before any penalty attaches thereto all taxes, special taxes, special assessments, utility charges, and sewer service charges against said property including those heretofore due, and to furnish Mortgagee, upon request, duplicate receipts therefor, and all such items extended against said property shall be conclusively deemed valid for the purpose of this requirement.
3. To keep the improvements now or hereafter upon said premises insured against damage by fire, and such other hazards as the Mortgagee may require to be insured against, and to provide public liability insurance, and such other insurance as the Mortgagee may require, until said indebtedness is fully paid, or in case of foreclosure, until expiration of the period of redemption, for 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 policies shall remain with the Mortgagee during said period or periods, and contain the usual clause satisfactory to the Mortgagee making them payable to the Mortgagee, and in case of foreclosure sale payable to the owner of the certificate of sale, owner of any deficiency, any receiver or redemptionor, or any grantee in a deed pursuant to foreclosure, and in case of loss under such policies, the Mortgagee is authorized to adjust, collect and compromise in its discretion all claims thereunder and to execute and deliver on behalf of the Mortgagor all necessary proofs of loss, receipts, vouchers, releases and acquittances required to be signed 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 for such purpose, and the Mortgagee is authorized to apply the proceeds of any insurance claim to the restoration of the property or upon the indebtedness, or partly secured in its discretion, but monthly payments shall continue until said indebtedness is paid in full.
4. Immediately after destruction of damage, to commence and promptly complete the rebuilding or restoration of buildings and improvements now or hereafter on said premises, unless Mortgagee 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 mechanics' or other liens or claims of lien not expressly subordinated to the lien hereof, and 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 to act.
6. To comply with all requirements of law with respect to mortgaged premises and the use thereof.
7. Not to make, suffer or permit, without the written permission of the Mortgagee, any change of use of the property for any purpose other than that for which it is now used, or any alterations of the improvements, apparatus, appurtenances, fixtures or equipment now or hereafter upon said property, or any purchase or conditional sale, lease or agreement under which title is reserved in the vendor, 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.
9. In order to provide for the payment of taxes, assessments, insurance premiums, and other annual 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 year 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 twelfth 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 at 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 escrow account, the same are hereby pledged to further secure this indebtedness. The Mortgagee is authorized to pay said items as charged or billed without further inquiry.
10. This mortgage contract provides for additional advances which may be made at the option of the Mortgagee and secured by this 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 such 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.
11. That in case of failure to perform any of the covenants herein, Mortgagee may do on Mortgagor's default everything so covenanted, that said Mortgagee may also do any act it may deem necessary to protect the lien hereof, that Mortgagee will repay upon demand any moneys paid or disbursed by Mortgagee for any of the above purposes and such moneys 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 insure into the validity of any lien, easement 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 not set forth herein, and the Mortgagee shall not incur any personal liability, because of anything it may do or omit to do hereunder.
12. 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.
13. That all or any part of the property or any interest therein is sold or transferred by Mortgagor without the prior written consent of Mortgagee, excluding (a) the creation of a lien or encumbrance subordinate to this mortgage; (b) the creation of a purchase money security interest for household appliances; (c) a transfer by devise, descent, or by operation of law upon the death of a joint tenant; or (d) the grant of any leasehold interest of three years or less not containing an option to purchase, Mortgagee may, at Mortgagee's option, declare without notice all of the sums secured by this mortgage to be immediately due and payable.

91580615

DEPT-01 RECORDING 11/05/81 14:43:00  
\$200.00 \* 91-580615  
COOK COUNTY RECORDER

13-8

# UNOFFICIAL COPY

THIS INSTRUMENT WAS PREPARED BY  
GIVEN UNDER MY HAND AND NOTARIAL SEAL, THIS  
DAY OF October, 1991

Personally known to me to be the  
AVP & TRUST OFFICER OF HICKORY HILLS  
BRIDGETTE W. SCANLAN

James J. Martin Jr.  
Trust Officer

James J. Martin Jr.  
Trust Officer

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