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COOK COUNTY, ILLINOIS
FILED NOV 1 1991

1991 NOV -6 AM 10:26

91581798

DELIVER TO

BOX 166

\$ 17.00

(Space Above This Line For Recording Data)

MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on OCTOBER 31, 1991 . The mortgagor is

JOHN P. MALONEY AND KATHLEEN F. MALONEY, HIS WIFE

("Borrower"). This Security Instrument is given to

STANDARD FEDERAL BANK FOR SAVINGS

which is organized and existing under the laws of THE UNITED STATES OF AMERICA . and whose address is 4192 S. ARCHER AVE, ILLINOIS 60632

("Lender"). Borrower owes Lender the principal sum of

SEVENTY FOUR THOUSAND FIVE HUNDRED DOLLARS & NO CENTS

Dollars (U.S. \$ 74,500.00)

This debt is evidenced by Borrower's note dated the same date as this Security Instrument ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on DECEMBER 1, 2006 . This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications of the Note; (b) the payment of all other sums, with interest, advanced under paragraph 7 to protect the security of this Security Instrument; and (c) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby mortgage, grant and convey to Lender the following described property located in

COOK County, Illinois:

LOT 208 IN HOME CRAFT SUBDIVISION A SUBDIVISION OF NORTHEAST QUARTER OF SOUTHWEST QUARTER OF SECTION 22, AND THAT PART LYING EAST OF CALUMET FEEDER OF WEST HALF OF SOUTHWEST QUARTER OF SECTION 22, TOWNSHIP 37 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PIN 24-22-328-025-0000

which has the address of 11558 S KNOX
Illinois 60658 [Zip Code]

("Property Address");

ALSIP

[Street, City]

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Form 3014 9/90

Page 6 of 6

This instrument was prepared by: 3960 W 95TH ST EVERGREEN PARK, IL 60642-1984

CHRISTINE WALLOW

Notary Public

My Commission Expires:

Christine Wallow

Given under my hand and delivered the said instrument on this 4th day of April 1991.

LISA HODGES, Notary Public, State of Illinois and voluntary act, for the uses and purposes herein set forth.

Subscribed to the foregoing instrument this day in person, and acknowledged that the

OFFICIAL SEAL personally known to me to be the same person(s) whose name(s)

JOHN P. HALONEY AND KATHLEEN F. HALONEY, HIS WIFE
do hereby certify

County ss:

Social Security Number
Borrower
(Seal)

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and
in any rider(s) executed by Borrower and recorded with it.

21. Riders to this Security Instrument. If one or more riders are executed by Borrower and recorded together with this Security Instrument, the covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument. The covenants and agreements of each such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument.
(Check applicable box(es).)
- | | | | |
|--|---|---|---|
| <input type="checkbox"/> Adjustable Rate Rider | <input type="checkbox"/> Cordamium Rider | <input type="checkbox"/> Family Rider | <input type="checkbox"/> V.A. Rider |
| <input type="checkbox"/> Graduated Payment Rider | <input type="checkbox"/> Planned Unit Development Rider | <input type="checkbox"/> Biweekly Payment Rider | <input type="checkbox"/> Balloon Rider |
| <input type="checkbox"/> Second Home Rider | <input type="checkbox"/> Rate Improvement Rider | <input type="checkbox"/> Other(s) (Specify) | <input type="checkbox"/> Other(s) (Specify) |

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24. **Riders to this Security Instrument.** If one or more riders are executed by Borrower and recorded together with this Security Instrument, the covenants and agreements of each such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument.

(Check applicable box(es))

- Adjustable Rate Rider
- Graduated Payment Rider
- Balloon Rider
- V.A. Rider

- Condominium Rider
- Planned Unit Development Rider
- Rate Improvement Rider
- Other(s) [specify]

- 1-4 Family Rider
- Biweekly Payment Rider
- Second Home Rider

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any rider(s) executed by Borrower and recorded with it.

Witnesses:

Jean Hoot

John P. Maloney _____ (Seal)
JOHN P. MALONEY _____ Borrower

Social Security Number

Kathleen F. Maloney _____ (Seal)
KATHLEEN F. MALONEY _____ Borrower

Social Security Number

Social Security Number

(Seal)
Borrower

Social Security Number

(Seal)
Borrower

STATE OF ILLINOIS.

I, Lisa Hoot, a Notary Public in and for said county and state do hereby certify
that

JOHN P. MALONEY AND KATHLEEN F. MALONEY, HIS WIFE

County ss:

" OFFICIAL SEAL personally known to me to be the same person(s) whose name(s) subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that they signed and delivered the said instrument under compulsion of law and voluntary act, for the uses and purposes therein set forth.

Given under my hand and office seal this 31 day of Oct 1991.

My Commission Expires:

CHRISTINE WALLON

This Instrument was prepared by: 3960 W 95TH ST EVERGREEN PARK, IL 60642-1984

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Form 3014 9/90

ILLINOIS-Single Family-Farm-Mortgage Note/Deed of Trust/Instrument
VDP MORTGAGE FORMS 13132338100 80015217291

Page 1 of 6

(Street City).

Which has the address of 11558 S KNOX
ILLINOIS 60658 Zip Code

ALSIPI

("Property Address"):

PIN 24-22-328-025-0000

LOT 208 IN HOME CRAFT SUBDIVISION A SUBDIVISION OF NORTHEAST QUARTER
OF SOUTHWEST QUARTER OF SECTION 22, AND THAT PART LYING EAST OF
CALUMET FEEDER OF WEST HALF OF SOUTHWEST QUARTER OF SECTION 22, TOWN-
SHIP 37 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK
COUNTY, ILLINOIS.

This Security Instrument and the Note. For this purpose, Borrower does hereby mortgage, grant and convey to Lender the following
property of this Security Instrument: and (c) the performance of Borrower's covenants and agreements under this
instrument and modifications of the Note; (b) the payment of all other sums, with interest, advanced under paragraph 7 to
extensives and modifications to Lender; (a) the repayment of the debt evidenced by the Note, with interest, and all renewals.
This Security Instrument secures to Lender: (a) the debt evidenced by the Note, with interest, and all renewals,
amounts payable, which the full debt, if not paid earlier, due and payable on DECEMBER 1, 2006
This debt is evidenced by Borrower's note dated the same date as this Security Instrument ("Note"), which provides for
Dollars (U.S.) 74,500.00 .
SEVENTY FOUR THOUSAND FIVE HUNDRED DOLLARS & NO CENTS
("Lender"). Borrower owes Lender the principal sum of
address is 4192 S. ARCHE AVENUE, CHICAGO, ILLINOIS 60632
which is organized and existing under the laws of THE UNITED STATES OF AMERICA . and whose
("Borrower"). This Security Instrument is given to

STANDARD FEDERAL BANK FOR SAVINGS

JOHN P. MALONEY AND KATHLEEN F. MALONEY, HIS WIFE
THIS MORTGAGE ("Security Instrument") is given on OCTOBER 31, 1991 . The mortgagor is

MORTGAGE

— (Space Above This Line for Recording Data)

\$ 17.00



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COOK COUNTY CLERK'S OFFICE

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TOGETHER WITH all the improvements now or hereafter erected on the property, and all easement, appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property."

BORROWER COVENANTS that Borrower is lawfully seized of the estate hereby conveyed and has the right to mortgage, grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

1. Payment of Principal and Interest; Prepayment and Late Charges. Borrower shall promptly pay when due the principal of and interest on the debt evidenced by the Note and any prepayment and late charges due under the Note.

2. Funds for Taxes and Insurance. Subject to applicable law or to a written waiver by Lender, Borrower shall pay to Lender on the day monthly payments are due under the Note, until the Note is paid in full, a sum ("Funds") for: (a) yearly taxes and assessments which may attain priority over this Security Instrument as a lien on the Property; (b) yearly leasehold payments or ground rents on the Property, if any; (c) yearly hazard or property insurance premiums; (d) yearly flood insurance premiums, if any; (e) yearly mortgage insurance premiums, if any; and (f) any sums payable by Borrower to Lender, in accordance with the provisions of paragraph 8, in lieu of the payment of mortgage insurance premiums. These items are called "Escrow Items." Lender may, at any time, collect and hold Funds in an amount not to exceed the maximum amount a lender for a federally related mortgage loan may require for Borrower's escrow account under the Federal Real Estate Settlement Procedures Act of 1974 as amended from time to time, 12 U.S.C. Section 2601 et seq. ("RESPA"), unless another law that applies to the Funds sets a lesser amount. If so, Lender may, at any time, collect and hold Funds in an amount not to exceed the lesser amount. Lender may estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow Items or otherwise in accordance with applicable law.

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including Lender, if Lender is such an institution) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items. Lender may not charge Borrower for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. However, Lender may require Borrower to pay a one-time charge for an independent real estate tax reporting service used by Lender in connection with this loan, unless applicable law provides otherwise. Unless an agreement is made or applicable law requires interest to be paid, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Borrower and Lender may agree in writing, however, that interest shall be paid on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds, showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for all sums secured by this Security Instrument.

If the Funds held by Lender exceed the amounts permitted to be held by applicable law, Lender shall account to Borrower for the excess Funds in accordance with the requirements of applicable law. If the amount of the Funds held by Lender at any time is not sufficient to pay the Escrow Items when due, Lender may so notify Borrower in writing, and, in such case Borrower shall pay to Lender the amount necessary to make up the deficiency. Borrower shall make up the deficiency in no more than twelve monthly payments, at Lender's sole discretion.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender. If, under paragraph 21, Lender shall acquire or sell the Property, Lender, prior to the acquisition or sale of the Property, shall apply any Funds held by Lender at the time of acquisition or sale as a credit against the sums secured by this Security Instrument.

3. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender under paragraphs 1 and 2 shall be applied: first, to any prepayment charges due under the Note; second, to amounts payable under paragraph 2; third, to interest due; fourth, to principal due; and last, to any late charges due under the Note.

4. Charges; Liens. Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may attain priority over this Security Instrument, and leasehold payments or ground rents, if any. Borrower shall pay these obligations in the manner provided in paragraph 2, or if not paid in that manner, Borrower shall pay them on time directly to the person owed payment. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph. If Borrower makes these payments directly, Borrower shall promptly furnish to Lender receipts evidencing the payments.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) contests in good faith the lien by, or defends against enforcement of the lien in, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which may attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of notice.

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23. We live in a time of technological change. How can we all benefit from technological innovation in the workplace?

22. Redress. Upon payment in full sums secured by this Security Instrument, Lender shall release this Security Instrument.

21. **Acceleration; Remedies.** Lender shall give notice to Borrower prior to acceleration following Borrower's breach
of any covenant or agreement in this Security Instrument (but not prior to acceleration under § 7-303 if
applicable law provides otherwise). The notice shall specify: (a) the date acceleration under § 7-303
of any covenant or agreement in this Security Instrument (but not prior to acceleration following Borrower's
breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under § 7-303 if
applicable law provides otherwise); (b) the action under § 7-303 if acceleration under § 7-303 is
(c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and
(d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums
accrued by this Security Instrument, unless otherwise provided by § 7-303. The notice shall further
inform Borrower of the right to reinstate after acceleration and the right to accrue in the future interest proceeds
non-existent at the time of the default or other deficiency of Borrower to accelerate and foreclose. If the default is not cured on
or before the date specified in the notice, Lender, at its option, may require immediate payment in full of all sums
accrued by this Security Instrument without further demand and may foreclose this Security Instrument by judgment
proceeding. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph

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As used in this paragraph 30, "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental Law and the following subsections:

all necessary remedial actions in accordance with Environmental Law.

Borrower shall promptly give Lender written notice of any liquidation, claim, demand, lawsuit or other action by any government or other corporation or any trustee under any note of any instrument, document, paper or any

20. Hazardous substances, Banned or restricted substances or permit the practice; uses, disposals, storage, or release to the environment and/or manufacture of the Product.

19. Sale of Note: Changes of ownership of loans without prior notice to Borrower. A sale may result in a change in the entity known as the "Loan Servicer" that collects monthly payments due under the Note and this Security Instrument. There also may be one or more changes of the Loan Servicer under a sale of the Note. If there is a change of the loan servicer, Borrower will be advised of the new servicer and the address to which payments should be made. The notice will also contain any other information required by applicable law.

not apply in the case of a reclassification under paragraph 14

less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by this security instrument, if Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

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17. Transfer of the Property or a Beneficial Interest in Borrower. If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Security Instrument.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

18. Borrower's Right to Reinstate. If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earlier of: (a) 5 days (or such other period as applicable law may specify for reinstatement) before sale of the Property pursuant to any power of sale contained in this Security Instrument; or (b) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees; and (d) takes such action as Lender may reasonably require to assure that the lien of this Security Instrument, Lender's rights in the Property and Borrower's obligation to pay the sums secured by this Security Instrument, shall continue unchanged. Upon reinstatement by Borrower, this Security Instrument and the obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under paragraph 17.

19. Sale of Note; Change of Loan Servicer. The Note or a partial interest in the Note (together with this Security Instrument) may be sold one or more times without prior notice to Borrower. A sale may result in a change in the entity (known as the "Loan Servicer") that collects monthly payments due under the Note and this Security Instrument. There also may be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change in accordance with paragraph 14 above and applicable law. The notice will state the name and address of the new Loan Servicer and the address to which payments should be made. The notice will also contain any other information required by applicable law.

20. Hazardous Substances. Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substance on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property that is in violation of any Environmental Law. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property.

Borrower shall promptly give Lender written notice of any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge. If Borrower learns, or is notified by any governmental or regulatory authority, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law.

As used in this paragraph 20, "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials. As used in this paragraph 20, "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection.

NON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows:

21. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument that not prior to acceleration under paragraph 17 unless applicable law provides otherwise. The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument, foreclosure by judicial proceeding and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the non-existence of a default or any other defense of Borrower to acceleration and foreclosure. If the default is not cured on or before the date specified in the notice, Lender, at its option, may require immediate payment in full of all sums secured by this Security Instrument without further demand and may foreclose this Security Instrument by judicial proceeding. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 21, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

22. Release. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument without charge to Borrower. Borrower shall pay any recordation costs.

23. Waiver of Homestead. Borrower waives all right of homestead exemption in the Property.

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more of the actions set forth above within 10 days of the entry of notice.

Borrower shall promptly discharge any lien which has priority over this security instrument unless otherwise: (a) agrees in writing to the payment of all or the obligation secured by the lien in a manner acceptable to Lender; (b) consents in good faith the lien

If Borrower makes these payments directly, Borrower shall promptly furnish to Lender receipts evidencing the payments.

4. **Charges:** Lessee, Borrower shall pay all taxes, assessments, charges, fines and impositions applicable to the Property to the person or entity promulgating them.

third, to increase due to youth, to principles and last, to any late changes due under the Xer.

3. Application of Provisions. Unless applicable law provides otherwise, all payments received by Lender under paragraphs 1 and 2 shall be applied first, to any preexisting charges due under the Note; second, to amounts payable under paragraphs 1 and 2

Lessor shall pay over in full or all sums secured by this Security Instrument. Lessor shall promptly refund to Borrower any funds held by Lender under Paragraph 21. Lender shall acquire or sell the Property. Lessor prior to the acquisition or sale of the Property, shall apply any funds held by Lender at the time of acquisition or sale as a credit against the sums secured by

for the excess funds in accordance with the requirements of applicable law. At the amount of the funds held by Leander at any time is not sufficient to pay the Escrow items when due, Leander may so notify. Leander to make up the deficiency in no more than shall pay to Leander the amount necessary to make up the deficiency. Borrower shall make up the deficiency in no more than twelve months after the occurrence of such deficiency.

If the Funds held by Lender exceed the amounts permitted to be held by applicable law, Lender shall account to Borrower debt to the Funds, was made. The Funds are pledged as additional security for all sums secured by this Security Instrument.

applicable law requires interest to be paid, Lender shall not be required to pay Borrower any interest or earnings on the Funds borrowed and Lender may agree in writing, however, that interest shall be paid on the Funds, Lender shall give to Borrower and Lender an annual accounting of the Funds, showing gains and debts to the Funds and the purpose for which each without charge.

The Funds shall do their best in an endeavour to meet these expenses at the earliest opportunity; notwithstanding, in case of any failure to do so, the Leader may call upon the Fund to pay the same.

Economic losses or otherwise in accordance with applicable law.

2. Funds for Taxes and Insurance. Subject to applicable law or to a written waiver by Lender, Borrower shall pay to Lender on the 1st day of each month the sum of \$ for Taxes and Insurance, which amount shall be paid in full to the appropriate taxing authority or insurance company over this Security instrument as a loan on the Property; (b) \$ for Taxes and assessments which may accrue prior to the date the Note is paid in full, until the Note is paid in full, a sum in Funds; (c) \$ for Taxes and assessments which may accrue under the Note, until the Note is paid in full, a sum in Funds; (d) \$ for Taxes and assessments which may accrue prior to the date the Note is paid in full, a sum in Funds; (e) \$ for Taxes and assessments which may accrue prior to the date the Note is paid in full, a sum in Funds.

1. **Preparation of Printemps and Lutetia:** Preparation and Late Charge. Bommier shall promptly pay upon due the amount of and interest on the debt evidenced by the Note and any preparation and late charges due under the Note.

CONFIRMATION OF COVENANTS. Borrower and Lender covenant and agree as follows:

THIS SECURITY INSTRUMENT contains uniform provisions for notation use and non-delivery or cancellation with limited effect and covers all types of documents, except for instruments of record.

BORROWER GOVERNANTS that Borrower is lawfully received of the trustee hereof and has the right to mortgage.