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UNOFFICIAL COPY

The undersigned First of America TRUST NATIONAL Banking Association and personally, but as Trustee under the provisions of a deed of trust, do hereby record and deliver in the undersigned pursuant to a Trust Agreement dated September 15, 1891, Number 32-10260, between the undersigned referred to as the "Mortgagor", whose books, mortgage and name, First of America Bank Northeast IL Banking Association being its principal office at 9101 Greenwood Avenue, Niles, Illinois, hereinafter referred to as the "Mortgagee", the following real estate in the County of Cook State of Illinois, to wit:

LOTS 24 TO 28 BOTH INCLUSIVE AND THE WEST 4.30 FEET OF LOTS 19 TO 23 BOTH INCLUSIVE AND ALSO THE 16 FEET VACATED NORTH AND SOUTH ALLEY LYING EAST OF AND ADJOINING LOT 25 AND LYING WEST OF AND ADJOINING THE WEST 4.30 FEET OF LOTS 19 AND 23 BOTH INCLUSIVE ALL IN BLOCK 1 IN HIGHLANDS CRAWFORD RIDGE TERRITORY SUBDIVISION 4TH ADDITION BEING A SUBDIVISION OF THE SOUTH 40 RODS OF EAST 40 RODS OF SOUTHEAST 1/2 OF SECTION 10, TOWNSHIP 41 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

P.I.N. 10-10-427-054-0000

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prop add 4012-24 w Half Rd. Shreve St

TO HAVE AND TO HOLD, in fee simple, with land buildings, improvements, fixtures, appurtenances, apparatus and equipment of every kind and character heretofore or hereafter erected or placed upon the premises described in the lease, free from all right and claim under the Homestead Exemption Laws of the State of Illinois, which said rights and tenures and all things hereinafter contained and

**Five Hundred
Thirty Six Thousand and no/100----- 1000000.00**

50/100

together with interest thereon as the same accrues, or payable at monthly intervals, at **Four thousand Seven Hundred Seventy Six and**
Dollars \$4,776.50, commencing the **2nd day of January** in **92**, which days shall be inclusive, and so long as the principal sum, interest, taxes,
insurance, etc., shall not be paid in full, the party named in the agreement is liable to pay all costs, expenses, attorney's fees,
unforeseen losses and cause a year foreclosed, and when the same, among other things, is an additional amount, payment of one-half the estimated sum, all costs, expenses
the Mortgagor has pledged, an interest of bearing, having a term of years, and the entire estimated loss of principal, interest, attorney's fees, expenses and other charges against the mortgaged premises, and for
future advances as hereinafter provided, and (2) The performance of all of the covenants and obligations of the Mortgagor to the Mortgagee as contained herein and in said
Note.

*with a final installment of all remaining principal and interest due at maturity.
THE MORTGAGE LENDER

A 110 To pay said indebtedness and the interest thereon as hereinabove and hereinafter provided, or according to any agreement extending the time of payment same, during the term due and before any penalty attaches thereto; all taxes, special and general assessments, water charges, and sewer service charges against said property, now owing or to be thereafter due, and to furnish Mortgagee upon request duplicate bills of receipt, and all such other documents and papers, which he may have or desire, relating to the property or the purpose of this requirement; CII To keep the improvements made or hereafter made and repaired, unencumbered and damage free, and not further damaged by the Mortgagor or his assigns, and to provide regular liability insurance and such other insurance as the Mortgagor may require, so that said indebtedness shall fully cover the cost of repair of any damage to the property or the buildings thereon, and to furnish to the Mortgagor, at the time of payment of the principal amount of the indebtedness, a certificate of title, name of new debtors, date received or redemption date, name of previous holder or holder in a Master's suit, name of receiver and date of loss under such suit, and the Mortgagor is authorized to adjust, collect and compromise at its discretion all claims the holder and its receiver and deliver or behalf of the Mortgagor all necessary papers of conveyance, warranty, release and assignment as required to be signed by the owner or assignee, and the Mortgagor agrees to sign, upon demand, all necessary documents and releases required of it to be signed by the Mortgagor for such purpose, and the Mortgagor is authorized to apply the proceeds of any insurance claim to the payment of the principal amount of the indebtedness hereby secured at its discretion, but monthly payments shall continue until such indebtedness is paid in full; D. Insurance, after deduction of damage to commerce and property complete the rebuilding or restoration of buildings and improvements, to be retitle in the name of the Mortgagor, unless Mortgagor consents to apply on the indebtedness secured hereby the proceeds of any insurance covering such destruction or damage, that will be judgment money against the holder and receiver, without any and free from any mechanic or other lien or claim of fire and expense, unadjusted to the last cent, etc., in accordance with the provisions of law, if less than 30 days after the last performance of obligations under any declaration, covenant, lease, regulation and commitment the owner goes into bankruptcy or insolvency of the Mortgagor or a general liquidation and development; DII Not to make, suffer or permit any unauthorized or unauthorized use or occupancy of any part of the property, nor to diminish the value of the property by any means whatever, except as hereinabove provided, except with the written consent of the Mortgagor, during the first year and thereafter, and any use of the property for any purpose other than that for which it is intended, or for alterations, additions, demolition, removal or sale of improvements, apparatus, apparatuses, fixtures or equipment or for leases or sub-leases, or for any other use inconsistent with the agreement under which it is given, or to sell or transfer, or any apparatus, fixture or equipment to be placed in or upon any building or structure or for any other purpose; DIII To complete all necessary documents, including an assignment, or at least one original and one copy, of the mortgage notes, AII The holder or the holder in a Master's suit, or the receiver, or the trustee, or the liquidator, and to pay all costs, expenses and attorney's fees incurred or paid by the Mortgagor in any proceeding, in addition to the costs of collection or garnishment or otherwise, and to pay all costs, expenses and attorney's fees incurred or paid by the Mortgagor in any proceeding, in addition to the costs of collection or garnishment or otherwise.

C. That it is the intent hereof to convey possession and title whether the entire amount shall have been disbursed to the Mortgagor at the date named or a later date as the same have disbursed shall have been received and further advances made at a later date.

11. 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 property without reference to the Mortgage and the debt to be repaid in the same manner as with the Mortgage, and without notice to the mortgagors named for payment of the debt, provided however, without the concurrence or assent of the holders of the 25% mortgage, no transfer or assignment of the debt shall be deemed

E. In the event the undersigned transfers the title or any part thereof or any interest therein, legal or equitable, in the property described in the Contract of Sale for the property described in the Mortgage, or upon assumption of the beneficial interest of the trust under which title to said property is held in joint tenancy, condominium, or entity other than to the undersigned, the then balance of principal and interest hereunder remaining unpaid shall be paid to the holder and owner demand by the holder of the Note, the undersigned agrees to pay the same forthwith.

5. That time is of the essence hereunder, and it shall not be made unperfected or of any consequence between the parties or in rendering any payment under and to the mortgagee in respect of any sum or amount of money or value received by the Mortgagor from the sale or transfer of any interest in the title of the property or upon the filing of a proceeding in bankruptcy by the Mortgagor, or if the Mortgagor shall make an assignment for the benefit of his creditors or his property, or upon the filing of a proceeding in bankruptcy by the Mortgagor, or if the Mortgagor shall make an assignment for the benefit of his creditors or his property, or if the Mortgagor dies or if the Mortgagor abandons any of said property or in the event of the transfer of, or agreement to transfer, any right, title or interest in any property or any portion thereof or if the Mortgagor fails to complete within a reasonable time any building or buildings upon or at any time prior to the date of execution any and all notices of default given by the Mortgagor to the mortgagee in respect of any obligation or agreement, or in respect of any other obligation or claim against the Mortgagor, then and in any of such events, the Mortgagor is hereby authorized and empowered, at his option, to declare all sums secured hereunder immediately due and payable, whether or not such default be remedied by the Mortgagor, and apply toward the payment of any and all amounts due and payable to the Mortgagee and the Mortgagor as soon thereafter as may be practicable to foreclose the Mortgage, and on any foreclosure a sale may be made of the premises without affecting the several parts separately. That in the event that the ownership of said property, or any part thereof, becomes vested in a person other than the Mortgagor and/or part of the same is used herein remain unpaid and in the further event that the Mortgagor does not elect to declare such sums immediately due and payable, the Mortgagor shall give a reasonable time to the Mortgagor to cause the removal of the records of the Mortgagee to such place of ownership.

If in case the mortgaged property, or any part thereof, shall be taken by condemnation, the Mortgagor is hereby empowered to collect and receive all compensation which may be paid for any property taken as damages to any property not taken and all condemnation compensation so received shall be forthwith applied by the Mortgagor as it may elect, to the immediate reduction of the indebtedness secured hereby, or to the repair and restoration of any property so damaged, provided that any excess over the amount of the indebtedness shall be delivered to the Mortgagor or his assignee.

J. All encumbrances, rents, issues and profits of land and premises are pledged, assigned and transferred to the Mortgagor, whether now due or hereafter to become due, under or by virtue of any lease or agreement for the use or occupancy of said property, or any part thereof, whether said lease or agreement is written or verbal, and it is the intention hereof that no pledge shall be made or created in any foreclosure decree, and (b) to establish an absolute transfer and assignment to the Mortgagor of all such leases and agreements and all the rents thereunder, together with the right in case of default, either before or after foreclosure sale, to enter upon and take possession of, manage, maintain and operate said premises, or any part thereof, make leases for terms deemed convenient to it, terminate or modify existing or future leases, collect and account rents, issues and profits, regardless of when earned, and use such measures whether legal or equitable as it may deem proper to enforce collection thereof, employ collecting agents or other employees, after or prior to sale, premises, fixtures, furnishings and equipment therefor where it deems necessary, practice adequate fire and extended coverage and other forms of insurance as may be deemed advisable and in general exercise all powers ordinarily incident to absolute ownership, advance no known sums, no costs for any purpose beyond state of necessary which is hereinafter created on the mortgaged premises and on the income therefrom, which is prior to the time of any other such advances to be incurred, and out of the income certain reasonable compensation for itself, its attorney, procurator, trustee and managers, and all expenses of every kind and including attorney's fees, incurred in the exercise of the power herein given, and from time to time apply any balance of income not, in its sole discretion, needed for the aforesaid purposes, first on the interest and then on the principal of the indebtedness hereby secured, before or after any decree of foreclosure, and on the deficiency in the proceeds of sale, if any, whether there be a decree in person therefor or not. Whenever all of the indebtedness secured hereby is paid, and the Mortgagor, in its sole discretion, feels that there is no substantial unexpired term left on performance of the Mortgagor's agreements herein, the Mortgagor, notwithstanding evidence thereof, shall relinquish possession and pay to Mortgagor any surplus value in its hands. The possession of Mortgagor may continue until all indebtedness secured hereby is paid in full or until the delivery of a deed pursuant to a decree foreclosing the last herein, but if so delayed by record, then until the expiration of the statutory period during which it may be issued. Mortgagor shall, however, have the discretionary power at any time to refuse to take or to abandon possession of said premises without affecting the lien hereof. Mortgagor shall have all powers, of any, which it might have had without this paragraph, and shall be entitled to sustain any action against Mortgagor based upon acts or omissions relating to the subject matter of this paragraph whenever committed within six days after Mortgagor's possession ceases.

3. That each right, power and remedy herein conferred upon the Mortgagor is cumulative of each other right or remedy of the Mortgagor, whether heretofore by law conferred, and may be exercised in whole or in part, whenever and however the Mortgagor fails to perform any covenant herein or on said obligation contained shall thereafter in any manner affect the rights of Mortgagor to require or demand performance of the same or any other of said covenants; that whenever the context hereof requires, the masculine gender, as used hereon, shall include the feminine and the singular number, as well as the plural, shall include the plural; that all rights and obligations under this Mortgage shall extend to and be binding upon the respective heirs, executors, administrators, successors and assigns of the Mortgagor, and the successors and assigns of the Mortgagor, and that the powers herein mentioned may be exercised as often as necessary to enforce same.

K. The undersigned further agrees to promptly pay to the beneficiary a charge on each principal amount unpaid for a period of less than 300 days past its due date, equal to one-half of one percent of the uncollected XXXXXXXX-XXXX-XXXX-XXXX-XXXX-XXXX.

THE PROVISIONS OF THE RIDER WHICH IS ATTACHED HERETO ARE HEREBY MADE A PART HEREOF

This Mortgage is executed by the undersigned, and persons set out Trustee as aforesaid in the reverse of the power and authority conferred upon and vested in it at such Trustee and the undersigned therefor warrant that it processes full power and authority to execute this instrument, and it is expressly understood and agreed that nothing herein or in said Note contained shall be construed as creating any liability on the undersigned personally to pay the said Note or any interest that may accrue thereon, or any indebtedness or charge hereunder, or to perform any covenant either express or implied therein contained, all such liability, claim, being expressly waived by the Mortgagor and by every person now or hereafter claiming any right or security hereunder, and that we for us the undersigned and its successors personally are concerned, the legal holder or holders of said Note and the name or names of any such holders or claimants hereunder shall look solely to the premises hereinafter conveyed by the person or persons named in the reverse of the first hereby created, in the amount herein and in said Note prescribed or by us to reduce the same and liability of the grantee, if any.

IN WITNESS WHEREOF, First of America Trust Co. (and personally held by Trustee as aforesaid, has caused these presents to be signed by its Assistant Trust Officer, and its corporate seal to be hereunto affixed and attested by its Vice President, the 1st day of

Fidelity of America Trust Company

• 1992: *La storia della politica*

See attached Exculpatory clause for signature

Montgomery Town Council

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43234348

... *Amendment Trust Officer*, and
and
we are particularly pleased to note that the same persons whose names are subscrbed to the foregoing letter, stand as co-witnesses appeared before
us that day as persons and as we believed that they signed and delivered the said instrument as their true free and voluntary act and as the free and
voluntary act of and behalf, as Trustee as aforesaid, for the uses and purposes therein set forth, and the said *Amendment Trust Officer*, *Amendment*
Trust Officer and *Amendment Trust Officer* bridged that said *Amendment Trust Officer* - *Amendment* *Officer's* spouse and volunteers not earlier than
the first day of January, 1986, did offer the services and of and behalf to said instrument as said *Amendment Trust Officer* - *Amendment* *Officer's* spouse and volunteers not earlier than
the first day of January, 1986, for the uses and purposes therein set forth.

The
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— 1 —

COOK COUNTY, ILLINOIS

1991 DEC 17 AM 10:06

91660825

UNOFFICIAL COPY

ADDENDUM TO MORTGAGE DATED December 12, 1991

EXCULPATORY CLAUSE - MORTGAGE

This mortgage is executed by First of America Trust Company, not personally, but as Trustee as aforesaid, in the exercise of the power and authority conferred upon and vested in it as such Trustee. 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 First of America Trust Company 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, or on account of any warranty or indemnification made hereunder, 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-maker, co-signer, endorser or guarantor of said note.

ATTEST: *Maryann Burns*
ASSISTANT VICE PRESIDENT
AND TRUST OFFICER

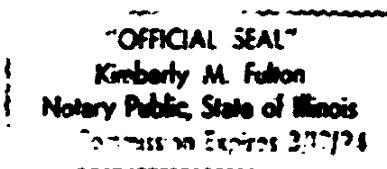
First of America Trust Company,
not personally but as Trustee
under Trust No. 32-10260

BY: *C. A. Tim*
TRUST OFFICER

STATE OF ILLINOIS)
) SS.
COURT OF LAKE)

I, THE UNDERSIGNED, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY, THAT ABOVE NAMED OFFICERS OF THE FIRST OF AMERICA TRUST COMPANY, are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such officers, 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 Corporation, for the uses and purposes therein set forth; and the said officers did also then and there acknowledge that said officer as Custodian of the Corporate Seal of said Corporation, did affix the said Corporate Seal of said Corporation to said instrument as said officer's own free and voluntary act, and as the free and voluntary act of said Corporation, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 9th day of December, 1991.



Kimberly M. Fulton
Notary Public