

UNOFFICIAL COPY

Mortgage

(Corporate Land Trustee Form)

Loan No. 01-62483-02

THIS INDENTURE WITNESSETH: That the undersigned

BANK OF LYONS

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 MARCH 1, 1986 and known as trust number

3285

hereinafter referred to as the Mortgagor, does hereby Mortgage and convey to
CRAGIN FEDERAL BANK FOR SAVINGS

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 NORTH 40 FEET OF THE SOUTH 130 FEET OF LOT 15 IN BLOCK 3 IN RICKER'S OGDEN GARDENS, A SUBDIVISION OF THAT PART OF THE WEST 1/2 OF THE NORTHWEST 1/4 OF SECTION 2, TOWNSHIP 38 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING SOUTH OF OGDEN AVENUE AND NORTH OF THE CENTER LINE OF PLAINFIELD AVENUE, IN COOK COUNTY, ILLINOIS COMMONLY KNOWN AS 4127 ANNA AVENUE, LYONS, ILLINOIS 60534.

PERMANENT INDEX #18-02-110-011

DEPT-01 RECORDING \$15.00
T45555 TRAN 5723 12/30/91 09:42:00
44571 + E *-91-691335
COOK COUNTY RECORDER

THIS INSTRUMENT IS EXECUTED BY BANK OF LYONS NOT PERSONALLY BUT SOLELY AS TRUSTEE, AS APFORESAID. ALL THE COVENANTS AND OBLIGATIONS TO BE PERFORMED HEREUNDER SHALL BE THE OBLIGATIONS OF IT, AND NOT OF THE TRUSTEES, AND SHALL BE ENFORCEABLE AGAINST THE TRUSTEES AS REALTY OF ANY OF THE COVENANTS, STATEMENTS, REPRESENTATIONS OR WARRANTIES CONTAINED IN THIS INSTRUMENT.

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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 coverings, screen doors, in-a-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 hereto or not); and also together with all easements and the rents, issues and profits of said premises which are hereby pledged, assigned, transferred and let 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, lienholders 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, for the uses herein set forth, 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) (a) the payment of a Note executed by the Mortgagor to the order of the Mortgagee bearing even date herewith in the principal sum of EIGHTY-FIVE THOUSAND FOUR HUNDRED AND NO/100 Dollars (\$ 85400.00), which Note, together with interest thereon as therein provided, is payable in monthly installments of SEVEN HUNDRED TWO AND 56/100 Dollars (\$ 702.56), commencing the 1ST 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

(b)

(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 ONE HUNDRED TWO THOUSAND FOUR HUNDRED EIGHTY AND NO/100 Dollars (\$ 102480.00), provided that, nothing herein contained shall be considered as limiting the amounts that shall be secured 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 any agreement extending the time of payment thereof. (2) To pay when due and before any penalty attaches thereto all taxes, special taxes, special assessments, water charges, sewer service charges, and condominium assessments 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

189-585851

COOK COUNTY RECORDER

15/00

1 All easements, rents, moneys and profits of said premises are pledged, assigned and transferred to the Mortgagee, whether now due or hereafter to become due...

2 In case the mortgaged property, or any part thereof, shall be taken by condemnation, the Mortgagee is hereby empowered to collect and receive all compensation...

3 That time is of the essence hereof and it default in performance of an exact herein contained or in making any payment under said note or obligation...

4 That in the event the completion of said property or any part thereof becomes vested in a person other than the Mortgagee, or in the event there is an assignment...

5 That in the event of failure to perform any of the covenants herein, the Mortgagee may do on Mortgagee's behalf everything so convenient, that said Mortgagee...

6 This mortgage contract provides for additional advances which may be added to the mortgage debt and shall increase the unpaid balance of the note hereby secured...

7 In order to provide for the payment of taxes, assessments, insurance premiums, and other annual charges upon the property securing this indebtedness...

8 That the mortgage premises will at all times be maintained, repaired and operated in accordance with the Building, Fire, Zoning, Health and Sanitation...

9 Not to make, suffer or permit, without the written permission of the Mortgagee being first had and obtained, any use of the property for any purpose other than that...

SECRET

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01-62483-02

K That upon the commencement of any foreclosure proceeding hereunder, the court in which such suit is filed may at any time, either before or after sale, and without notice to the Mortgagor, or any party claiming under him, and without regard to the solvency of the Mortgagor or the then value of said premises, or whether the same shall then be occupied by the owner of the equity of redemption as a homestead, appoint a receiver with power to manage and rent and to collect the rents, issues and profits of said premises during the pendency of such foreclosure suit and the statutory period of redemption, and such rents, issues and profits, when collected, may be applied before as well as after the sale, towards the payment of the indebtedness, costs, taxes, insurance or other items necessary for the protection and preservation of the property, including the expenses of such receivership, or on any deficiency decree whether there be a decree therefor in personam or not, and if a receiver shall be appointed he shall remain in possession until the expiration of the full period allowed by statute for redemption, whether there be redemption or not, and until the issuance of deed in case of sale, but, if no deed be issued, until the expiration of the statutory period during which it may be issued and no lease of said premises shall be nullified by the appointment or entry in possession of a receiver but he may elect to terminate any lease junior to the lien hereof

L That each right, power and remedy herein conferred upon the Mortgagee is cumulative of every other right or remedy of the Mortgagee, whether herein or by law conferred, and may be enforced concurrently therewith, that no waiver by the Mortgagee of performance of any covenant herein or in said obligation contained shall thereafter in any manner affect the right of Mortgagee to require or enforce performance of the same or any other of said covenants, that wherever the context hereof requires, the masculine gender, as used herein, shall include the feminine and the neuter and the singular number, as used herein, 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 Mortgagee, and that the powers herein mentioned may be exercised as often as occasion herefor arises.

M The corporate Trustee named herein being duly authorized to do so by the trust instrument or by any persons having a power of direction over the Trustee does hereby waive any and all rights of redemption from sale under any order or decree foreclosing this mortgage, unless this mortgage, at the time of the execution hereof, covers any land which is improved with a dwelling for not more than four families or is given to secure a loan to be used, in whole or in part, to finance the construction of a dwelling for not more than four families or is used or intended to be used for agricultural purposes.

N The right is hereby reserved by the Mortgagee to make partial release or releases of the mortgaged premises hereunder without notice to, or the consent, approval or agreement of other parties in interest, including junior lienors, which partial release or releases shall not impair in any manner the validity of or priority of this mortgage or the mortgaged premises remaining, nor release any guarantor, co-signer, surety or endorser from personal liability for the indebtedness hereby secured.

O This mortgage is executed by the undersigned not personally but as Trustee as aforesaid in the exercise of the power and authority conferred upon and vested in it as such Trustee (as said undersigned hereby warrants that it possesses 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 said undersigned, either individually or as Trustee aforesaid, personally to pay the said note or any interest that may accrue thereon, or any indebtedness accruing hereunder, or to perform any covenant either express or implied herein contained, all such liability, if any, being expressly waived by the Mortgagee and by every person now or hereafter claiming any right or security hereunder and that so far as the undersigned, either individually or as Trustee aforesaid, or its successors, personally are concerned, the legal holder or holders of said note and the owner or owners of any indebtedness accruing hereunder shall look solely to the premises hereby conveyed for the payment thereof, by the enforcement of the lien hereby created in the manner herein and in said note provided or by action to enforce the personal liability of the guarantor, co-signer, surety, or endorser, if any

IN WITNESS WHEREOF, the undersigned corporation, not personally but as Trustee as aforesaid, caused these presents to be signed by its Ass't Trust Officer and its corporate seal to be hereunto affixed and attested by its Ass't

Secretary, this 20TH day of SEPTEMBER, A.D., 19 91

BANK OF LYONS
TR. NO. 3285 DATED: MARCH 1, 1986

As Trustee as aforesaid and not personally

ATTEST:

[Signature]
Secretary

By Virginia T. Rasche
Ass't Trust Officer

STATE OF ILLINOIS

COUNTY OF Cook } ss.

I, the undersigned, Deborah A. Plotrowski a Notary Public in

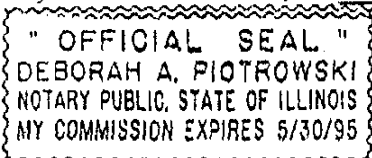
and for said County, in the State aforesaid, DO HEREBY CERTIFY THAT Virginia T. Rasche

personally known to me to be the Ass't Trust Officer of BANK OF LYONS

a corporation, and Glenn D. Turner personally known to me to be the Ass't

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 20TH day of SEPTEMBER, A.D. 19 91



Deborah A. Plotrowski
Notary Public

MY COMMISSION EXPIRES _____

THIS INSTRUMENT WAS PREPARED BY RICHARD J. JAHNS

OF CRAGIN FEDERAL BANK FOR SAVINGS

5133 WEST FULLERTON AVENUE, CHICAGO, ILLINOIS 60639

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UNOFFICIAL COPY

Box 403

MORTGAGE

BANK OF LYONS

TR. NO. 3285 DATED: MARCH 1, 1986

to
CRAGIN FEDERAL BANK FOR SAVINGS

PROPERTY AT: 4127 ANNA
LYONS, ILLINOIS 60534

Loan No. 01-62483-02

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Property of Cook County Clerk's Office