

73456472 McAlle

DEC 31 PM 5:1

91696143

(Corporate Trustee Form)

THIS INDENTURE WITNESSETH: That the undersigned CHICAGO TITLE AND TRUST COMPANY

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 May 7, 1969 and known as trust number 53649, hereinafter referred to as the Mortgagor, does hereby Mortgage and Warrant

UNIVERSAL SAVINGS AND LOAN ASSOCIATION

a corporation organized and existing under the laws of the State of Illinois hereinafter referred to as the Mortgagee, the following real estate in the County of Cook in the State of Illinois, to wit:

Lot Four (4) and the East Eighteen (18) feet of Lot Five (5) in Block One (1) in Capek, Cermak and Friedl Subdivision of Lots Two (2), Three (3), Six (6), Seven (7) and Ten (10) in Kerfoot's Subdivision of the East Half (1/2) of the North West Quarter (1/4) of Section Twenty Eight (28), Township Forty (40) North, Range Thirteen (13), East of the Third Principal Meridian, in Cook County, Illinois and commonly known as 5309 West Belmont Avenue, Chicago, Illinois.

PTN # 13-28-104-042-0009

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 located, 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 window floor coverings, screen doors, in a door beds, earnings, 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 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 delivered with the Mortgage, whether now due or hereafter to become due as provided herein. The Mortgage is hereby subrogated to the rights of all mortgages, mortgages 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 thereto belonging, unto said Mortgagee forever for the use herein set forth, free from all rights and benefits under the homestead, exemption and other laws of any state which said rights and benefits said Mortgagee or its assigns 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

ONE HUNDRED FIVE THOUSAND AND NO/100

Dollars

or 105,000.00

which note together with interest thereon as therein provided is payable of monthly installments of

ONE THOUSAND ONE HUNDRED TWENTY-EIGHT AND 34/100

Dollars

or 1,128.34

1st

day of

February

19 92

which payments are to be applied first to interest and the balance to principal, until said indebtedness is paid in full.

(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 FIVE THOUSAND AND NO/100

Dollars or 105,000.00

provided that, nothing herein contained shall be considered as limiting the amount 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 in 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, and sewer or fire charges against said property including those hereafter due and to be levied, and to furnish, maintain, and pay for the same; (3) To keep the improvements now or hereafter made or to be made 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 a fire insurance as to the Mortgagee may require until said indebtedness is fully paid or in case of foreclosure until expiration of the period of redemption, or 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; (4) In case of any deficiency, any receiver or redemptioner or any grantee in foreclosure sale to be made and in case of loss under such policies the Mortgagee is authorized to adjust claim and compromise in its discretion, or to litigate under and to prosecute and collect an amount in behalf of the Mortgagee or necessary proceeds of loss, recovery, verdicts, damages and settlements required to be paid by the insurance companies and the Mortgagee agrees to sign, when demanded, 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 hereby secured in its discretion, but monthly payments shall continue until said indebtedness is paid in full; (5) Immediately after destruction or 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; (6) To keep said premises in good condition and repair, without waste and free from any mechanic's or other lien or claim of lien not expressly subordinated to the lien hereof; (7) Not to lease, suffer or permit any unlawful use of or on any premises to exist on said property nor to diminish such value by any act of omission or act; (8) To comply with all requirements of law with respect to mortgagee's premises and the use thereof; (9) Not to lease, suffer or permit, without the written permission of the Mortgagee being first had and obtained, (a) any use of the property for any purpose other than that for which it is now used; (b) any alterations of the improvements, apparatus, appurtenances, fixtures or equipment now or hereafter upon said property; (c) any purchase on 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; (10) To complete within a reasonable time any building or improvements now or at any time in process of erection upon the premises.

B. 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 distribution 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 taxes, which payments may, at the option of the Mortgagee, be held by it and commingled with other such funds or its own funds for the payment of such taxes. It is covenanted that the Mortgagee shall account and withdraw by it to pay such taxes, or it, be credited to the unpaid balance of said note and the 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.

C. 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.

D. That in case of failure to perform any of the covenants herein Mortgagee may do on Mortgagor's behalf 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, but nothing herein contained shall be construed as requiring the Mortgagee to advance any moneys for any purpose nor to do any act hereunder, and the Mortgagee shall not incur any personal liability because of anything it may do or omit to do hereunder.

E. 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.

F. That if 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.

91696143

78  
1300

UNOFFICIAL COPY

UNIVERSAL SAVINGS & LOAN ASSOCIATION  
1800 South Halsted Street  
Chicago, Illinois 60608  
Anna M. Rios

Notary Public

A D 19

day of

Given under my hand and Notarial Seal this

of Directors of said corporation as their free and voluntary act and deed of said corporation, for the uses and purposes therein set forth

Notary

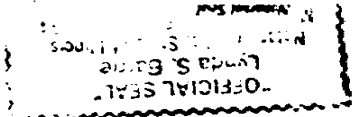
Notary Public

Date DEC 23 1991

City Chicago, Illinois

County Cook

State Illinois



BY [Signature]  
President

BY [Signature]  
Secretary

ATTEST

[Signature]  
Secretary

DEC 23 1991  
A D 19

IN WITNESS WHEREOF, the undersigned corporation, not personally but as trustee as aforesaid, has caused these presents to be signed by its President and its corporate seal to be hereunto affixed and attested by its

Secretary, this  
1. That each trust deed and amended trust deed contained in the Mortgage...  
2. That each trust deed...  
3. That each trust deed...  
4. That each trust deed...  
5. That each trust deed...  
6. That each trust deed...  
7. That each trust deed...  
8. That each trust deed...  
9. That each trust deed...  
10. That each trust deed...  
11. That each trust deed...  
12. That each trust deed...  
13. That each trust deed...  
14. That each trust deed...  
15. That each trust deed...  
16. That each trust deed...  
17. That each trust deed...  
18. That each trust deed...  
19. That each trust deed...  
20. That each trust deed...

91696149