

THIS INDENTURE WITNESSETH: That the undersigned

THE COSMOPOLITAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO

a corporation organized and existing under the laws of the United States of America 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 September 10, 1990 and known as trust number 29675, hereinafter referred to as the Mortgagor, does hereby Mortgage and Warrant

SECURITY FEDERAL SAVINGS AND LOAN ASSOCIATION OF CHICAGO

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:

LOT 22 IN PERRY P. POWELL'S SUBDIVISION OF BLOCK 8 IN SUBDIVISION BY PERRY P. POWELL OF LOTS 3 AND 5 IN CIRCUIT COURT PARTITION OF POWELL ESTATE IN THE EAST 1/2 OF THE NORTHEAST 1/4 OF SECTION 36 TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING NORTH OF MILWAUKEE AVENUE, IN COOK COUNTY, ILLINOIS.

Commonly Known As: 2217 N. Campbell, Chicago, Ill. 60622

PLN# 13-36-217-002-0000

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Together with all buildings, improvements, fixtures or appurtenances now or hereafter erected thereon or placed thereon, including all appliances, equipment, fixtures, or articles, whether in single or multiple units, including but not limited to, heating, gas, air conditioning, water, light power, refrigeration, ventilation or other services, and any other thing now or hereafter existing thereon, the furnishing of which by letters to lessees is customary or appropriate, including screens, window shades, storm doors and windows, floor coverings, screen doors, in a four level, swimming stove 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 conveyed 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, appliances and equipment, and with all the rights and privileges thereto belonging, unto said Mortgagee forever, fully, lawfully, free from all rights and benefits under the homestead, exemption and valuation laws of any state, which said rights and benefits said Mortgagee 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 Ninety thousand and 00/100's

(\$ 90,000.00) which Note, together with interest thereon as therein provided, is payable in monthly installments of Eight hundred seventeen and 83/100's

\$ 817.83 commencing the 1st day of March 1991 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

Ninety thousand and 00/100's (\$90,000.00)

provided that, nothing herein contained shall be considered as limiting the amounts that shall be secured hereby when advanced to protect the security of 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 the end of the term of any policy attached thereto expires, special taxes, special assessments, water charges, and sewer service charges against said property, including those hereafter due; and to furnish Mortgagee, upon request, duplicate receipts therefor; and if such taxes or charges against said property shall be conclusively deemed valid for the purpose of this requirement; (3) To keep the improvements now or hereafter erected thereon 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 release 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, or, in the event of any deficiency, any receiver or administrator, or any assignee of a deed pursuant to foreclosure and in case of loss under such policies, the Mortgagee is authorized to elect, subject and comprehensive, in its discretion, any or all thereof and to acquire 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 hereby secured in its discretion, but monthly payments shall continue until said indebtedness is paid in full; (4) 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; (5) To keep said premises in good condition and repair, without waste and free from any mechanic's liens or claims of lien not lawfully subsisting for the lien hereof; (6) Not 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; (7) To comply with all requirements of law with respect to mortgaged premises and the use thereof; (8) Not to make, 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, appliances, 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 appliances, fixtures or equipment to be placed in or upon any buildings or improvements on said property; (9) To complete within a reasonable time any buildings 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 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 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, but be credited in a savings account and withdrawn by it to pay such taxes or (c) be credited to the unpaid balance of said indebtedness as received, provided that the Mortgagee advance upon this obligation sums sufficient to pay said taxes as the same accrue and become payable. If the amount estimated to be sufficient to pay said taxes is not sufficient, the undersigned promises to pay the difference upon demand. If such sums are held or carried in a savings account or other account, the same are hereby pledged to further secure this indebtedness. The Mortgagee is authorized to pay said taxes as charged or billed without further inquiry.

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 that 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, that it shall not be obligatory upon the Mortgagee to inquire into the validity of any lien encumbrance 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 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 has 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, including (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 same secured by this mortgage to be immediately due and payable.

NEW ORDER FOR 92-77-346

13.00

91003797



Trustee as executed by La Salle National Trust, N.A., not personally but as trustee as  
stated in the purchase in the exercise of the power and authority conferred upon and  
vested in it as such trustee, and under the express direction of the beneficiary or  
beneficiaries under a certain Trust Agreement dated \_\_\_\_\_, and known as  
Trust No. \_\_\_\_\_ with La Salle National Trust, N.A. It is expressly understood  
and agreed that nothing herein contained shall be construed as creating any liability  
whatsoever, express or implied, against said trustee personally, and in particular, without  
limiting the generality of the foregoing, said trustee shall have no personal liability to  
pay any indebtedness accruing under said contract, or to perform any covenant or agreement,  
either express or implied, therein contained and that all personal liability of said  
La Salle National Trust, N.A. of any sort is hereby expressly waived by said Seller, and  
by every person now or hereafter claiming any right or security hereunder, and that so far  
as said La Salle National Trust, N.A. is concerned, the owner of any indebtedness or  
liability accruing hereunder shall look solely to the funds paid under said contract, or the  
assets thereof, for the satisfaction of any such indebtedness or liability, and to the  
extent to forfeit this contract and re-enter into possession of the real estate after  
default. Further, that no duty shall rest upon La Salle National Trust, N.A., either  
personally or as such trustee, to sequester trust assets, rentals, avails or proceeds of  
any kind, or otherwise to see to the fulfillment of discharge of any obligation, express or  
implied, whether asserted except where said trustee is acting pursuant to direction as  
provided by the terms of said trusts, and after the trustee has first been supplied with  
funds required for the purpose. In event of conflict between the terms of this rider and  
of the agreement to which it is attached, on any questions of apparent liability or  
obligation resting upon said trustee, the provisions of this rider shall be controlling.

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STATE OF ILLINOIS )  
 ) SS.  
COUNTY OF COOK )

I, \_\_\_\_\_, a Notary Public in and for said County in the State of Illinois, DO HEREBY CERTIFY THAT \_\_\_\_\_, Assistant Vice President of LA SALLE NATIONAL TRUST, N.A., and \_\_\_\_\_, Assistant Secretary of said Bank personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Assistant Vice President and Assistant Secretary respectively, appeared before me this day in person and acknowledged that they signed and delivered said instrument as their own free and voluntary act, and as the free and voluntary act of said bank, for the uses and purposes therein set forth; and said Assistant Secretary did also then and there acknowledge that he/she, as custodian of the Corporate Seal of said Bank, did affix said Corporate Seal of said Bank to said instrument as his/her own free and voluntary act, and as the free and voluntary act of said bank for the uses and purposes therein set forth.

Given under my name and notarial seal this 27th day of December, 1990

*Kathysacana*

NOTARY PUBLIC

My Commission Expires \_\_\_\_\_

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