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86291186265
Mortgage
Loan No.

C-41
(Corporate Trustee Form)

THIS INDENTURE WITNESSETH: That the undersigned **STANDARD BANK & TRUST COMPANY OF HICKORY HILLS**

a corporation organized and existing under the laws of the **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 **5-22-87** and known as trust number
3186, hereinafter referred to as the Mortgagor, does hereby Mortgage and Warrant to

Robert Vargo, 406 Meath Drive, Lockport, Illinois

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

**LOT 466 IN SOUTHFIELD, A SUBDIVISION OF PART OF THE NORTH WEST 1/4
AND PART OF THE NORTH 1/2 OF THE SOUTH WEST 1/4 OF SECTION 6,
TOWNSHIP 37 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN
IN COOK COUNTY, ILLINOIS.**

24-06-321-012
-91-186265
DEPT-01 RECORDING \$13.29
T45555 FMAN 3904 04/23/91 12:54:00
#1492 E #91-186265
COOK COUNTY RECORDER

Together with all buildings, improvements, fixtures and appurtenances now or hereafter erected thereon or placed thereon, including all apparatus, equipment, fixtures, or articles, whether in single units or combination, used to supply heat, gas, airconditioning, water, light, power, refrigeration, telephone or other services, and any other thing now or hereafter thereon or therein, the furnishing of which by lessee or his assigns or tenants is customary or appropriate, including screen, window shades, storm doors and windows, floor coverings, curtains, doors, on a door locks, hardware, stoves and water heaters (all of which are intended to be and are hereby declared to be a part of said real estate whether or not attached thereto at the time of sale), and also together with all covenants and the terms, leases and profits of said premises which are hereby pledged, assigned, transferred and delivered unto the Mortgagor, authority now due or hereafter to become due as provided herein. The Mortgagor is hereby subrogated to the rights of all mortgagees, if any, and cannot look off the proceeds of the foreclosed herein.

TO HAVE AND TO HOLD the said property, with said buildings, improvements, fixtures, apparatus and appurtenances, and with all the rights and chattels thereunto belonging, unto said Mortgagor forever, for the sum herein set forth, free from all rights and benefits under the heretofore, extant and valuation laws of any state, which said rights and benefits said Mortgagor has hereby released and waived.

TO SECURE

(1) the payment of a Note executed by the Mortgagor to the order of the Mortgeree bearing even date herewith in the principal sum of

THREE THOUSAND

Dollars

is 3,000.00

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

Dollars

Forty Seven and 50/100 (interest only)

is 47.50

day of **May**

.19 91.

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

(2) any advances made by the Mortgagor to the Mortgeree, 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

provided that, nothing herein contained shall be construed as limiting the amounts that shall be used, freely 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 Mortgeree, as contained herein and in said note.

THE MORTGAGOR COVENANTS:

(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 accrued thereon all taxes, special assessments, water charges, sewer service charges against said property (including those mentioned above), and to furnish Mortgagor, 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 placed on said premises insured against damage by fire, and such other hazards as the Mortgagor may require to be insured against, and to provide public liability insurance of \$100,000.00 each other insurance as the Mortgagor may require, until said indebtedness is fully paid, or in case of foreclosure, shall ascertain of the sum of indebtedness due, less the full insurable value thereof, in such companies, through such agents or brokers, and in such form as shall be satisfactory to the Mortgagor, such insurance policies shall remain with the Mortgagor during said period or periods, and contain the usual clause satisfactory to the Mortgagor making them payable to the Mortgagor, and in case of foreclosure sale payable to the owner of the certificate of title, owner of any deficiency, any receiver or repossessor, or any trustee in a proceeding to be foreclosed; and in case of loss under such policies, the Mortgagor is authorized to adjust, collect and compromise, in its discretion, all claims therunder and to execute and deliver on behalf of the Mortgagor all necessary papers of loss, receipts, vouchers, estimates and accounts required of it to be signed by the insurance companies, and the Mortgagor agrees to sign, upon demand, all such papers, vouchers and estimates required of it to be signed by the Mortgagor for the purpose, and the Mortgagor is authorized to apply the proceeds of any insurance claim to the restoration of the property or upon the indebtedness herein secured in its discretion, but monthly payments shall continue until said indebtedness is paid in full; (4) Immediately after construction or damage, to commence and promptly complete the rebuilding or restoration of buildings and improvements now or hereafter placed on said premises, unless Mortgagor elects to apply on such indebtedness received thereby the proceeds of any insurance covering such construction or damage; (5) To repair and maintain in good condition and repair, without waste, and free from any impairment or other loss or claim of loss not expressly subordinated to the lien of this note; (6) Not to make, suffer or permit any waste or of 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 Mortgagor being first had and obtained, the use of the property for any purpose other than that for which it is now used; (9) Any alterations of the improvements, apparatus, apparatus, fixtures or equipment now or hereafter upon said property, if the purchase or conditional sale, lease or agreement under which title is retained 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 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 comprising the indebtedness, and other insurance required or accrued, the undersigned promises to pay to the Mortgagor a pro rata portion of the current year's taxes upon the improvement of the loan and to pay monthly to the Mortgagor, in addition to the above amounts, a sum estimated to be equivalent to one twelfth of such taxes, assessments and other insurance required or accrued, to be paid by it and deposited with other such taxes for the payment of such taxes for the current year. If the undersigned has a savings account, and withdraws by it to pay such taxes, or if it is credited to it the unpaid balance of said indebtedness as secured, provided that the Mortgagor advances upon the obligation sum sufficient to pay such taxes as the same accrue and become due, then the amounts estimated to be sufficient to pay said taxes as not sufficient, the undersigned promises to pay the difference when owing. If such taxes are held or carried in a separate account or escrow account, the same are hereby pledged to further secure this indebtedness. The Mortgagor 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 Mortgagor and secured by the mortgage, and it is agreed that in the event of such advances the amounts thereof may be added to the monthly notes and shall increase the unpaid balance of the note herein 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 executed for such advance and provision may be made for different monthly payments and a different interest rate and other specific modifications of the contract, but in all other respects this contract shall remain in full force and effect as to undebtdeed.

D. That in case of failure to perform any of the covenants herein, Mortgagor may do on Mortgagor's behalf everything so convenient; that said Mortgagor may do any act it may deem necessary to protect the Mortgagor and secure undebtdeed and such amounts and as incurred by Mortgagor for any and all the above purposes and such amounts together with interest thereon at the highest rate for which it can lawfully be contracted shall become so much additional undebtdeed secured by this mortgage with the same priority as the original undebtdeed and may be included in any cause for foreclosing this mortgage and by paid out of the rents or proceeds of sale of said premises if not otherwise paid, that it shall not be obligator from the Mortgagor to inquire into the validity of any lien, encumbrance or claim in advancing money or above undebtdeed, but nothing herein contained shall be construed as requiring the Mortgagor to advance any money to any person who so do in any act whatever, and the Mortgagor 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 return payment of said note and obligation whether the same amounts shall have been advanced to the Mortgagor at the date hereof, or at a later date, and to secure any other amount of amounts that may be paid to the mortgage undebtdeed 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 Mortgagor, excluding (1) the creation of a Son or encumbrance subordinate to this mortgage, (2) the creation of a purchase money security interest for household appliances, (3) a transfer by devise, descent, or by operation of law upon the death of a joint tenant or (4) the grant of any easement interest of three years or less not constituting an option to purchase, Mortgagor shall, at Mortgagor's option, declare without notice all of the sums required by the mortgage to be immediately due and payable.

Case No.

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DATE 08/05/2019 BY SP/CLERK'S OFFICE - COOK COUNTY CLERK'S OFFICE

SEARCHED INDEXED

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COOK COUNTY CLERK'S OFFICE
SEARCHED INDEXED SERIALIZED FILED
08/05/2019 SP/CLERK'S OFFICE

101-1808982

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Mortgagor shall have caused such action to accelerate as prior to the date of transfer, Mortgagor and the Person to whom the property is sold or transferred shall, by Agreement in writing, that the credit of such Person is satisfactory to Mortgagor and that the interest payable on the sum secured by this mortgage shall be at such rate as Mortgagor shall request, if Mortgagor's successor has executed a written assumption agreement accepted in writing by Mortgagor, Mortgagor shall release Mortgagor from all obligations under this mortgage and the note securing it.

Subject to the terms of this paragraph, nothing in this mortgage contract shall prevent Mortgagor from dealing with any successor in interest of the Mortgagor in the same manner as with the Mortgagor, and said dealings may include forbearing to sue or extending the time for payment of the debt secured thereby, but said dealings shall not discharge or in any way affect the liability of the Mortgagor hereunder or the debt hereby secured.

G. That same is at the instance named and it shall be made no hindrance or obstruction to the performance of any warrant herein contained or in making any payment under and now or hereinafter or any extension or renewal thereof, or if compelling the mortgagor to enforce any other than or change upon any of said property, or upon the filing of a suit involving or claimancy by us against the Mortgagor, or if the Mortgagor shall make any assignment for the benefit of the trustee or of the property to be seized under control of or in custody of any court, or if the Mortgagor abandons any of said property, or in the event of the filing of a suit to evict all or a part of the said property, then and in any of said events, the Mortgagor is hereby authorized and empowered, in his discretion and without affecting the lien hereby created on the property of said sign or any rights of the Mortgagor hereinabove, to declare without notice, at such secured party terminates, over and payable, whether or not such default be remedied by the Mortgagor, and apply toward the payment of said mortgage indebtedness as indebtedness at the Mortgagor to the Mortgagor, and the Mortgagor may right immediately foreclose said mortgage, and in any foreclosure a like sum by made of the principal on said mortgage without affecting the several parts separately.

7. The Mortgagor under this mortgage consents that source or other legal source of the Mortgagor's Disbursement in connection with this mortgage to be the same as provided in section 10 of this instrument, or by valuation so which the Mortgagor may be made a party and without the loss of which any action shall be brought against the Mortgagor for the amount of the debt hereby incurred or which may affect said debt and debt of sign and any reasonable expenses of such by incurred and shall be added to and be a part of the debt hereby incurred. Any costs and expenses reasonably incurred in the foreclosure of this mortgage and sale of the property securing this same and in connection with any other dispute or litigation affecting said debt as hereinafter, including reasonable attorney's fees, incurred in the defense of the Mortgagor securing this same and shall be a part of the debt hereby incurred. All such amounts shall be payable by the Mortgagor to the Mortgagor on demand, and at such place where the same may be demanded on any decree or judgment as a part of said mortgage debt and shall remain unpaid, at the highest contract rate, or at the rate established by law at the time of the loan first in the event of a foreclosure sale of said premises there shall first be paid out of the proceeds thereof all of the above-mentioned amounts when the same are satisfactorily rendered due and payable by the terms hereof or not and the interest due thereon as 2% the sum of such sale, and the remainder, if any, shall be paid to the Mortgagor, and the purchaser, shall not be entitled to less than the application of his purchase money.

All assignments, rights, claims and benefits of said premises are identified, described and transferred to the Mortgagee, whether now due or hereafter to become due, under all or any part of any lease or agreement for the use or occupancy of said property, or any part thereof, whether held alone or in common or tenanted, and it is the intent hereof for the Mortgagee to succeed to all such rights and interests and such interest shall not be thereby limited or restricted by reason of any prior lease or tenancy, and the right to establish an easement or right-of-way over and across said premises and the buildings thereon, together with the right in case of default, either before or after foreclosure date, to enter upon and take possession of, manage, maintain and operate said premises, in any way thereof, more freely for terms extending beyond the term or term or terms of existing leases, rentals, renewals and profits, as full of whomsoever, and use such measures as may be deemed necessary to protect the interest, coverage, security, holding agents or other employees, lessors and lessees, their furnishings and equipment thereto which are deemed necessary, provided however that no retained coverage and other form of insurance at any time become available, and in general exercise of powers so granted without the expense of money necessary, for any use or purpose herein stated to secure debts, it is hereby created on the mortgagee's behalf and on the behalf of the person or persons to whom the debt is due to the use of any other and different means known, and out of the income from reasonable compensation for trust, duty, attorney's fees, taxes and assessments, and all expenses of every kind, including attorney's fees, incurred in the exercise of the powers herein given, and from time to time apply any balance of income not, in its sole discretion, needed for the payment of principal, first on the interest and then on the principal of the indebtedness hereinafter named, before or after any decree of foreclosure, and in the deficiency in the proceeds of sale, if any, whether there be a decree in bankruptcy or not, whether all of the indebtedness secured hereby is paid, or the Mortgagee, in its sole discretion, feels that there are no unusual circumstances existing in performance of the Mortgagor's agreements herein, the Mortgagee, on satisfactory evidence thereof, shall relinquish possession and pay to Mortgagee all surplus income so received. The collection of mortgages may commence and all indebtedness secured thereby to stand in full or until the delivery of a Deed pursuant to a decree foreclosing the debt hereon, but if no decree be issued, then when the expiration of the statutory period during which it may be issued. Mortgagee shall, however, have the discontinuous power at any time to refuse to take or to abandon possession of said premises without interfering with the last named Mortgagee shall have no claim of injury, which it might have had without the foregoing, but shall not be liable against Mortgagee arising from acts or omissions relating to the subject matter of this paragraph unless commenced within thirty days of the Mortgagee's possession cause.

At least upon the commencement of and so continue so long as the same shall remain in force, either before or after the same is released from the Statute of Limitations, and whenever required by the authority of the Mortgagee or the then holder of said instrument, or whether and when so ever it may be required by the authority of the trustee of such instrument, or of the trustee of any security of redemption, in a remunerated, according to a reasonable rate of interest and fees and to collect the rents, issues and profits of said instrument during the presidency of such instrument and the necessary period of redemption, and when ready, however and profits, were collected, may be applied before as well as after the date of the instrument, and for the production and preservation of the property, including the expenses of such collection, or for any deficiency so arising, whether there be a decree therefore in certiorari of not, and of a receiver who be appointed to sell all or any part of the property until the execution of the full debt soffred by the holder of the instrument, otherwise than by redemption or sale, and when the issuance of such a decree or sale does not exceed six months, until the extinguishment of the liability created during which it may be issued and no lease of said premises shall be authorized by the holder in regard or entry or possession of a receiver but he may right to terminate any lease prior to the time hereof.

34 The corporate Trustee named herein being duly authorized in C-10 by the trust instrument or by any persons having a power of creation over the Trustee does hereby waive any and all rights of redemption from said under any order or decree terminating this mortgage, unless that 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 the same, or made or used, to finance the construction of a dwelling for not more than four families as is set out in C-10, and to be used for agricultural purposes.

20 The right of remedy reserved by the Lenders to make partial or full repayment in whole or in part without notice is, in the event
21 adoption or agreement of other parties, unaffected, including personal liaisons, which change shall not affect in any manner the validity or priority

IN WITNESS WHEREOF, the undersigned corporation, not personally but as Trustee as aforesaid, has caused these presents to be signed by its
Asst. Vice President
Trust Officer _____ and its corporate seal to be hereunto affixed and attested by the Trust Officer _____ this

9th day of April

APR 13 91

A T T E K S T -

JAMES J. MARTIN, JR.
Trust Officer
STATE OF Illinois
COUNTY OF Cook

STANDARD BANK & TRUST CO. OF HICKORY HILLS

~~BRIDGETTE W. SCANLAN~~
Assistant Vice President and
Trust Officer

and for said County, in the State aforesaid, DO HEREBY CERTIFY THAT Bridgette W. Scanlan

Asst. Vice President
of Standard Bank and Trust Company of Hickory
personally known to me to be the
a Trust Officer
Hills

s corporation, and James J. Martin, Jr., Secretary of said corporation, and personally known to me appeared before me this day in person and severally as officers of said corporation and caused the corporate seal of Directors of said corporation at their free and voluntary purposes therin set forth.

personally known to me to be the Trust Officer
persons whose names are subscribed to the foregoing instrument,
which officers they signed and delivered the said instrument at such
time as to be affixed thereto, pursuant to authority given by the Board
and voluntary act and deed of said corporation, for the uses and

GIVEN under my hand and Notarial Seal, this

3

day of April

-A.O. 19 91

THIS INSTRUMENT WAS PREPARED BY

WILLIAM P. RALPH,
Chicago, Ill. 60663

Notary Public
"OFFICIAL SEAL"
KATHY HAWES
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 1-22-94

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attorneys

