

91245263

Mortgage

Loan No.

(Corporate Trustee Form)

THIS INDENTURE WITNESSETH: That the undersigned Chicago Tilt 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 November 6, 1978 and known as trust number 1073589, hereinafter referred to as the Mortgage, does hereby Mortgage and Warrant to

SECURITY FEDERAL SAVINGS AND LOAN ASSOCIATION OF CHICAGO

13.00

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 1 IN BLOCK 13 IN DEVON MCCORMICK BOULEVARD ADDITION TO ROGERS PARK IN THE SOUTH EAST 1/4 OF SECTION 35, TOWNSHIP 41 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

COMMONLY KNOWN AS: 3535 W. NORTSHORE AVENUE LINCOLNWOOD, ILLINOIS 60646

1991 MAY 23 PM 2: 17

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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 in, on, or attached to the foregoing of which by fixtures, by fasteners, by fastenings, or by other means, window shades, storm doors and windows, floor coverings, greenhouses, and other buildings, awnings, stairs, 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 over unto the Mortgagee, whether now or hereafter to become due as provided herein. The Mortgagee is hereby subrogated to the rights of all mortgagees, lien holders 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 therein to belong unto said Mortgagee forever, to 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 Mortgagee does hereby release and waive.

TO SECURE

(1) The payment of a Note created by the Mortgagor to the order of the Mortgagee bearing even date herewith in the principal sum of One Hundred Sixty Five Thousand and 00/100 Dollars

is 165,000.00 which Note, together with interest thereon as therein provided, is payable in monthly installments of One Thousand Five Hundred Twenty Eight and 53/100 Dollars

is 1,528.53 commencing the 1st day of July 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

One Hundred Sixty Five Thousand and 00/100 Dollars 165,000.00 provided that, nothing herein contained shall be considered as limiting the amounts that shall be secured hereby when advanced to protect the security 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 a written agreement extending the time of payment thereof. (2) To pay with and before any penalty attaches thereto all taxes, special taxes, special assessments, water, gas, and sewer service charges against said property (including those heretofore due) and to furnish Mortgagee, upon request, duplicate receipts therefor, and all such claims extended against said property shall be conclusively deemed paid for the purpose of this requirement. (3) To keep the improvements now or hereafter on 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 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 of 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, owner of any deficiency, any receiver or assignee of the Mortgagee, and in case of foreclosure and in case of loss under such policy, the Mortgagee is authorized to adjust, settle and compromise, in its discretion, all claims thereunder and to execute and deliver as behalf of the Mortgagee all necessary proofs of loss, receipts, vouchers, releases and discharges as required to be provided by the insurance companies, and the Mortgagor agrees to sign upon demand all releases, 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 mechanics' or other lien or claim of lien not expressly subordinated to the lien hereof. (6) Not to make, suffer or permit any unlawful use of or any nuisance to exist on said property nor to do anything to reduce its value by any act or omission to act. (7) To comply with all requirements of law with respect to mortgagee premises and the use thereof. (8) Not to make, suffer or permit, without the written permission of the Mortgagee, being first had and obtained, for any use of the property for any purpose other than that for which it is now used, but any alterations of the improvements, apparatus, appurtenances, fixtures or equipment now or hereafter on said property, or any purchase of additional real estate or improvements, unless which title is reserved in the vendor of any apparatus, fixtures or equipment to be placed on or upon any buildings or improvements on said property. (9) To comply with all reasonable laws and ordinances or improvements now or hereafter 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 insurable required or accepted, the undersigned promises to pay to the Mortgagee a certain 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, to be carried in a savings account and withdrawn by it to pay such taxes or to be credited to the unpaid balance of said indebtedness as received, provided that the Mortgagee advances upon this obligation shall not be used to pay such taxes at the same time and become payable. If the amount estimated to be sufficient to pay such taxes is not sufficient, the undersigned promises to pay the difference upon demand. If such taxes 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 such 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 shall be added to the mortgage debt and shall increase the unpaid balance of the note hereby secured, by the amount of such advances and shall be a part of said note in fullness, interest on the term of said note and this contract shall apply as if a new note and contract were executed on the date of such advance. Any additional Advance Agreement may be given and applied for by a loan and proceeds may be used for different monthly payments and at different interest rate and other express modification of any of the contract, but for all other purposes this contract shall remain in full force and effect as if said indebtedness is being refinanced.

D. That in case of failure to perform any of the covenants herein, Mortgagee may, at its option, Mortgagee's behalf, do everything so enumerated, that said Mortgagee may also, to any act or thing deemed necessary to protect the lien hereof, that Mortgagee will, upon demand, any moneys paid or distributed by Mortgagee for any of the above purposes and such moneys, together with interest thereon at the legal rate for which it is then lawful to contract, shall become due to such additional indebtedness, and shall be a part of the 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 incur the liability of any lien or encumbrance, or to advance any moneys or to do anything hereunder, until it has been satisfied as to the propriety of advancing the Mortgagee to advance any moneys for any purpose or to do any act hereunder, and the Mortgagee shall not be liable for any personal liability, the cause of anything it may be required 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 Mortgagee 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.

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100

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Chicago, Illinois 60621
1209 North Milwaukee Avenue
Loan Association of Chicago
Security Federal Savings and
Doreen R. Hatal
THIS INSTRUMENT WAS PREPARED BY: Box 218

OFFICIAL SEAL
Lynda S. Barba
Notary Public, State of Illinois
My Commission Expires 4/2/94

day of
MAY 21 1991
A.D. 19

GIVEN under my hand and Notarial Seal, this
purpose therein set forth.

a corporation, and
Secretary of said corporation, and personally known to me to be the same person whose names are subscribed to the foregoing instrument,
appeared before me this day in person and severally acknowledged that 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, and as the free and voluntary act and deed of said corporation, for the uses and
purposes therein set forth.

personally known to me to be the ASST. V. C. President of Chicago Title and Trust Company
and for said County, in the State aforesaid, DO HEREBY CERTIFY THAT DOROTHY CATALANO

STATE OF Illinois }
COUNTY OF Cook } ss
I, the undersigned,

ATTEST
Elaine Scott
ASST. Secretary

17th day of May A.D. 19 91
Chicago Title and Trust Company
As aforesaid and personally
Secretary, this

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

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Secretary, this

Secretary, this

2-11-91

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