

91306528

UNOFFICIAL COPY

15.00

MORTGAGE

Cosmopolitan Bank and Trust, Successor to
THE COSMOPOLITAN NATIONAL BANK OF

THIS INDENTURE WITNESSETH: That the undersigned/
CHICAGO, a national banking association-

JUN 24 9173 12 288 F3

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 January 5, 1988
and known as trust number 28458
as the Mortgagor, does hereby Mortgage and ~~WARRANT~~ to SELFRELIANCE UKRAINIAN FEDERAL CREDIT UNION
Convey

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

THE WEST 40 FEET OF THE EAST 80 FEET OF LOTS 12, 13 AND 14 IN BLOCK 5 IN PROVIDENT MUTUAL
LAND ASSOCIATION'S SUBDIVISION OF BLOCKS 7 TO 12 INCLUSIVE, 28 TO 33 INCLUSIVE AND 54 TO 59
INCLUSIVE IN VILLAGE OF WINNETKA IN SECTIONS 20 AND 21, TOWNSHIP 42 NORTH, RANGE 13, EAST
OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Permanent Tax No. 05-20-210-002

Address of the property: 931 Elm St., Winnetka, Il. 60093

TOGETHER with all buildings, improvements, fixtures or appurtenances now or hereafter erected 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 otherwise and any other thing now or hereafter therein or
thereon the furnishing of which by lessors to lessees is customary or appropriate, including screens, venetian blinds, win-
dow shades, storm doors and windows, floor coverings, screen doors, in-a-door beds, awnings, stoves and water heaters (all
of which are 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 set
over unto the Mortgagee, whether now due or hereafter to become due under or by virtue of any lease or agreement for the
use or occupancy of said property, or any part thereof, whether said lease or agreement is written or verbal and whether it
is now or may be hereafter existing or which may be made by the Mortgagee under the power herein granted to it; it being
the intention hereof (a) to pledge said rents, issues and profits on a parity with said real estate and not secondarily and
such pledge shall not be deemed merged in any foreclosure decree, and (b) to establish an absolute transfer and assignment
to the Mortgagee of all such leases and agreements and all the avails thereunder, together with the right in case of default,
either before or after foreclosure sale, to enter upon and take exclusive possession of, manage, maintain and operate said
premises, or any part thereof, make leases for terms deemed advantageous to it, terminate or modify existing or future
leases, collect said avails, rents, issues and profits regardless of when earned and use such measures whether legal or
equitable as it may deem proper to enforce collection thereof, employ renting agencies or other employees, alter or repair
said premises, buy furnishings and equipment therefor when it deems necessary, purchase all kinds of insurance, and in
general exercise all powers ordinarily incident to absolute ownership, advance or borrow money necessary for any purpose
herein stated to secure which a lien is hereby created on the mortgaged premises and on the income therefrom which lien
is prior to the lien of any other indebtedness hereby secured, and out of the income retain reasonable compensation for
itself, pay insurance premiums, taxes and assessments, and all expenses of every kind, including attorneys' 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 aforesaid purposes, first on the interest and then on the principal of the indebtedness hereby secured, before or after
any decree of foreclosure, and on the deficiency in the proceeds of sale, if any, whether there be a decree in personam
therefor or not. Whenever all of the indebtedness secured hereby is paid, and the Mortgagee, in its sole discretion, feels
there is no substantial uncorrected default in performance of the Mortgagor's agreements herein, the Mortgagee, on satis-
factory evidence thereof, shall relinquish possession and pay to Mortgagor any surplus income in its hands. The possession
of Mortgagee may continue until all indebtedness secured hereby is paid in full or until the delivery of a Master's Deed or
Special Commissioner's Deed pursuant to a decree foreclosing the lien hereof, but if no deed be issued then until the
expiration of the statutory period during which it may be issued. Mortgagee shall, however, have the discretionary power
at any time to refuse to take or to abandon possession of said premises without affecting the lien hereof. Mortgagee shall
have all powers, if any, which it might have had without this paragraph. No suit shall be sustainable against Mortgagee
based upon acts or omissions relating to the subject matter of this paragraph unless commenced within sixty days after
Mortgagee's possession ceases.

TO HAVE AND TO HOLD the said property with said buildings, improvements, fixtures, appurtenances, apparatus
and equipment unto said Mortgagee forever, for the uses herein set forth, free from all rights and benefits under the Home-
stead Exemption Laws of the State of Illinois, which said rights and benefits said Mortgagor does hereby release and waive.

TO SECURE the payment of a certain indebtedness from the Mortgagor to the Mortgagee evidenced by a note made
by the Mortgagor in favor of the Mortgagee, bearing even date herewith, in the sum of TWO HUNDRED EIGHTEEN
THOUSAND and 00/100 Dollars (\$ 218,000.00),
which note together with interest thereon as provided by said note, is payable in monthly installments of ONE THOUSAND
SIX HUNDRED SEVENTY SIX and 23/100 DOLLARS (\$ 1,676.23)
on the 1st day of each month, commencing with July 1, 1991 with a final payment of
the balance of principal and interest due, unless sooner paid, on June 1, 1998

In the event of sale, transfer or assignment of all or any part of the mortgagor's
interest, or all or any part of the interest of any of mortgagor's beneficiaries in the
real estate herein described, the entire balance then due on the note secured by this
mortgage shall immediately become due and payable.

To secure performance of the other agreements in said note, which are hereby incorporated herein and made a part
hereof, and which provide, among other things, for an additional monthly payment of one-twelfth (1/12th) of the estimated
annual taxes, assessments, insurance premiums and other charges upon the mortgaged premises. And to secure possible
future advances as hereinafter provided and to secure the performance of the Mortgagor's covenants herein contained.

91306528

Torrens certificates and similar data and assurances with respect to title as Mortgagee may reasonably deem necessary either to prosecute such suit or to evidence to bidders at any sale held pursuant to such decree the true title to or value of said premises; all of which aforesaid amounts together with interest as herein provided shall be immediately due and payable by the Mortgagor in connection with (a) any proceeding, including probate or bankruptcy proceedings to which either party hereto shall be a party by reason of this mortgage or the note hereby secured; or (b) preparations for the commencement of any suit for the foreclosure hereof after the accrual of the right to foreclose, whether or not actually commenced; or (c) preparations for the defense of or intervention in any suit or proceeding or any threatened or contemplated suit or proceeding, which might affect the premises or the security hereof. In the event of a foreclosure sale of said premises there shall first be paid out of the proceeds thereof all of the aforesaid items, then the entire indebtedness whether due and payable by the terms hereof or not and the interest due thereon up to the time of such sale, and the overplus, if any, shall be paid to the Mortgagor, and the purchaser shall not be obliged to see to the application of the purchase money.

(6) 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 the Mortgagee to require or to 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 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 therefor arises.

(7) This mortgage is executed by ~~THE COSMOPOLITAN NATIONAL BANK OF CHICAGO~~ AND TRUST not personally but as Trustee as aforesaid in the exercise of the power and authority conferred upon and vested in it as such Trustee (and said ~~THE COSMOPOLITAN NATIONAL BANK OF CHICAGO~~ AND TRUST 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 ~~THE COSMOPOLITAN NATIONAL BANK OF CHICAGO~~ 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 Mortgagor and by every person now or hereafter claiming any right or security hereunder, and that so far as ~~THE COSMOPOLITAN NATIONAL BANK OF CHICAGO~~ AND TRUST 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, if any.

COOK COUNTY CLERK

1991 JUN 25 AM 9:51

91306528

Cosmopolitan Bank and Trust, Successor to
IN WITNESS WHEREOF, THE COSMOPOLITAN NATIONAL BANK OF CHICAGO

not personally but as Trustee as aforesaid, has caused these presents to be signed by its Asst. Vice President, and its corporate seal to be hereunto affixed and attested by its Trust Officer ~~SECRETARY~~, this 30th day of May, A. D. 1991

ATTEST:

Cosmopolitan Bank and Trust
As Trustee as aforesaid and not personally

By Alice A. Lanham
Assistant Vice President

Trust Officer

Linda Davis
~~SECRETARY~~

91306528

STATE OF ILLINOIS }
COUNTY OF Cook } SS.

I, the undersigned a Notary Public, in and for said County, in the state aforesaid, DO HEREBY CERTIFY, THAT Alice A. Lanham, Assistant Vice, President of Cosmopolitan Bank and Trust, and Linda Davis, Trust Officer, ~~SECRETARY~~ of said corporation, who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Asst. Vice President, and Trust Officer ~~SECRETARY~~, respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act and as the free and voluntary act of said corporation, as Trustee as aforesaid for the uses and purposes therein set forth; and the said Trust Officer ~~SECRETARY~~ then and there acknowledged that she, as custodian of the corporate seal of said corporation, did affix said seal to said instrument as her own free and voluntary act and as the free and voluntary act of said corporation, as Trustee as aforesaid, for the uses and purposes therein set forth.

GIVEN under my hand and seal of office this 14th day of June, A. D. 19 91

THIS IS TO CERTIFY THAT THE ABOVE AND FOREGOING IS A TRUE AND CORRECT COPY OF THE ORIGINAL INSTRUMENT OF RECORD.
Notary Public, State of Illinois
COSMOPOLITAN BANK AND TRUST

Judra Stojfina
Notary Public

My commission expires _____

TRUST OFFICER

UNOFFICIAL COPY

Box.....

MORTGAGE

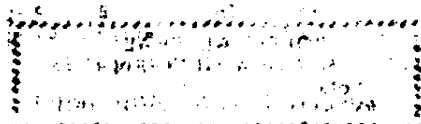
MAIL to

THE COSMOPOLITAN NATIONAL
BANK OF CHICAGO
2351 W. Chicago Ave,
CHICAGO, IL 60622

BOX 333 - TH

Property of Cook County Clerk's Office

Loan No.



1300000