

MAIL TO:
FINANCIAL FEDERAL SAVINGS BANK
1401 N. LARKIN AVE.
JOLIET, IL 60435

UNOFFICIAL COPY

MORTGAGE

91353788

THIS INDENTURE WITNESSETH: That the undersigned
GREATBANC 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 Trust Agreement dated MAY 23, 1974
duly recorded and delivered to the undersigned in pursuance of a Trust Agreement dated 3215
, and known as trust number 3215, hereinafter referred to
as the Mortgagor, does hereby Mortgage and Warrant to

FINANCIAL FEDERAL SAVINGS BANK OF OLYMPIA FIELDS

a corporation organized and existing under the laws of the UNITED STATES OF AMERICA, hereinafter
referred to as the Mortgagee, the following real estate, situated in the County of COOK
in the State of Illinois, to wit:

'SEE RIDER 'A' ATTACHED HERETO AND MADE A PART HEREOF'

75 10-10-77
PERM TAX I.D.#32-06-100-066-1002

91353788

PROPERTY ADDRESS: UNIT 102, 2311 W. 183RD ST., HOMEWOOD, IL. 60430
PERMANENT TAX I.D. #:

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 thereon or thereon the furnishing of which by lessors to lessees is customary or appropriate, including screens, venetian blinds, window 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 satisfactory 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 by Special Commissioner's Deed pursuant to a decree foreclosing the lien hereof, but if no deed is issued then until the expiration of the statutory period during which it may be sued. Mortgagor 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 Homestead 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
SIXTY-EIGHT THOUSAND EIGHT HUNDRED AND 00/100----- Dollars (\$ **68800.00**),
which note together with interest thereon as provided by said note, is payable in monthly installments of
SIX HUNDRED TEN AND 13/100----- DOLLARS (\$ **610.13**),
on the **1ST** day of each month, commencing with **AUGUST 01, 1991** until the entire sum is paid.

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.

UNOFFICIAL COPY

DEPT-01 RECORDINGS
191111 TRAIL ST 07/16/98 16151100
#4327 & #4-91-303788
COOK COUNTY RECORDER

91353788

88475816

to

MORTGAGE

Box

JUL 12 PM 12:08
CAROL MOSELEY BRANT
REGISTRAR OF TITLES

3979616

3979616

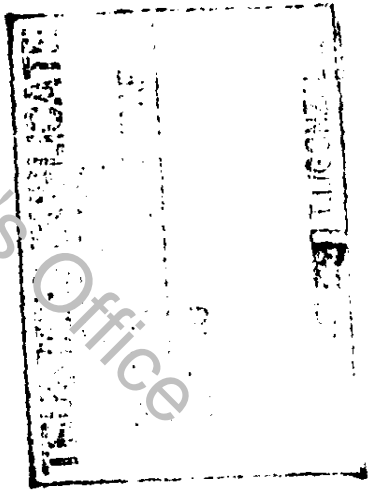
IN DUPLICATE

43
S 7011-571
12/21

(17)

Loan No.

1600



Property of Cook County Clerk's Office

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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 GREATBANC TRUST COMPANY not personally but as Trustee as aforesaid in the exercise of the power and authority conferred upon and vested in it as such Trustee (as a trust officer) GREATBANC TRUST COMPANY 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 GREATBANC TRUST COMPANY, 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 GREATBANC TRUST COMPANY, 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.

(8) The hereinabove described property shall not be transferred to anyone desiring to assume the above mentioned indebtedness without the Association's consent. Grantors and their prospective Grantees or Vendees shall first procure the written consent of the Association before any such transfer shall be consummated. In the event of a transfer without the Association's consent, the entire amount of the indebtedness shall become due and payable

(9) The mortgagor hereby waives any and all rights of redemption from sale under the order or decree of foreclosure of this mortgage on its own behalf and on behalf of each and every person, except decree of judgement creditors on this mortgage, acquiring any interest in or title to subject premises subsequent to the date of this mortgage

IN WITNESS WHEREOF, GREATBANC TRUST COMPANY

not personally but as Trustee as aforesaid, has caused these presents to be signed by its Vice President, and its corporate seal to be hereunto affixed and attested by its Asst. Trust Officer, this 8TH day of JULY, A. D. 1991

ATTEST:

GreatBanc Trust Company as Successor Trustee to First National Bank Tr. 3215 As Trustee as aforesaid and not personally

Attest:

Ronda Strasser
Secretary Asst. Trust Officer

By Henry F. Blacharczyk
Vice President

THIS INSTRUMENT WAS PREPARED BY:

BETH A. GORDON

STATE OF ILLINOIS

COUNTY OF Cook

} ss.

FINANCIAL FEDERAL OLYMPIA FLOS
21110 S WESTERN AVE
OLYMPIA FIELDS, IL 60461

91350788

I, the undersigned, a Notary Public, in and for said County, in the state aforesaid, DO HEREBY CERTIFY, THAT Henry F. Blacharczyk, Vice President of GreatBanc Trust Company, and

Ronda Strasser, Asst. 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 Vice President, and Asst. 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 Asst. Trust Officer 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 Notarial Seal, this 8TH day of JULY, A. D. 19 91



Henry F. Blacharczyk
Notary Public

MAIL TO: FINANCIAL FEDERAL SAVINGS BANK, 1401 N. LARKIN, JOLIET, IL 60435

PARCEL 1:

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UNIT NUMBER 115 IS ATTACHED TO THIS UNIT. THE NUMBER OF ACRES OF LAND DESCRIBED AS FOLLOWS:

THAT NORTH PART OF LOTS 1 AND 2 (TAKEN AS A TRACT) IN THE SUBDIVISION OF THE NORTH 165 FEET OF THAT PART OF THE NORTH WEST 1/4 CORNER WESTEFLY OF THE WESTERLY RIGHT OF WAY LINE OF THE ILLINOIS CENTRAL RAILROAD AND THAT PART OF THE NORTH WEST 1/4 OF SECTION 7, AND THE TOWNSHIP 35 NORTH RANGE 14 EAST OF THE THIRD TIER RANGE MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING AT A POINT OF INTERSECTION OF THE WESTERLY RIGHT OF WAY LINE OF THE ILLINOIS CENTRAL RAILROAD AND SOUTH LINE OF SAID LOTS 1 AND 2 (TAKEN AS A TRACT) SAID POINT BEING 465.00 FEET SOUTHWESTEFLY (AS MEASURED ON SAID RIGHT OF WAY LINE) OF A LINE 73 FEET SOUTH OF MEASURED AT RIGHT ANGLES TO THE NORTH LINE OF THE NORTHWEST 1/4 OF SECTION 7; THENCE SOUTHWESTEFLY ON THE WESTERLY RIGHT OF WAY LINE OF SAID RAILROAD, TO THE POINT OF INTERSECTION WITH THE NORTH LINE OF "CROSSWOOD SUBDIVISION", A SUBDIVISION OF THAT PART OF THE NORTH WEST 1/4 OF SECTION 7; THENCE WESTEFLY ON THE NORTH LINE OF "CROSSWOOD SUBDIVISION" TO THE POINT OF INTERSECTION WITH A LINE 250.21 FEET EAST OF AND PARALLEL TO THE WEST LINE OF THE NORTH WEST 1/4 OF SECTION 7; THENCE NORTHERLY ON SAID PARALLEL LINE TO THE POINT OF INTERSECTION WITH A LINE 180 FEET NORTH OF AND PARALLEL TO THE NORTH LINE OF "CROSSWOOD SUBDIVISION"; THENCE EASTERLY ON THE LAST NAMED PARALLEL LINE TO THE POINT OF INTERSECTION WITH A LINE 381 FEET EAST OF AND PARALLEL TO THE WEST LINE OF THE NORTH WEST 1/4 OF SECTION 7; THENCE NORTHERLY ON THE LAST NAMED PARALLEL LINE, A DISTANCE OF 57 FEET TO A POINT; THENCE SOUTHEASTERLY ON A STRAIGHT LINE A DISTANCE OF 84.33 FEET TO THE POINT OF INTERSECTION WITH A LINE 180 FEET NORTH OF AND PARALLEL TO THE NORTH LINE OF "CROSSWOOD SUBDIVISION"; THENCE EASTERLY ON THE LAST NAMED PARALLEL LINE TO THE POINT OF INTERSECTION WITH A LINE 70 FEET WESTERLY OF AND PARALLEL (AS MEASURED AT RIGHT ANGLES) TO

THE WESTERLY RIGHT OF WAY LINE OF SAID RAILROAD; THENCE NORTHEASTERLY ON THE LAST NAMED PARALLEL LINE, A DISTANCE OF 80.33 FEET TO A POINT; THENCE SOUTHEASTERLY ON A STRAIGHT LINE, A DISTANCE OF 70 FEET TO THE POINT BEGINNING, ALL IN COOK COUNTY, ILLINOIS

WHICH SURVEY IS ATTACHED AS EXHIBIT "A" TO DECLARATION OF CONDOMINIUM OWNERSHIP MADE BY SOUTH CHICAGO SAVINGS BANK, A CORPORATION OF ILLINOIS, AS TRUSTEE UNDER TRUST NUMBER 11-1505 AND FILED AS DOCUMENT LR226212 AND RECORDED AS DOCUMENT 22537317 AS AMENDED FROM TIME TO TIME, TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS, IN COOK COUNTY, ILLINOIS

PARCEL 2: ALSO

PERPETUAL EASEMENT FOR THE BENEFIT OF PARCEL 1 AFORESAID (EXCEPT THAT PART THEREOF FALLING IN LOT 1, AFORESAID), FOR A PRIVATE ROAD FOR INGRESS AND EGRESS IN EVERY POSSIBLE MANNER INCLUDING (BUT NOT EXCLUSIVELY) BY VEHICLE, FOOT AND CONVEYOR AND FOR LIGHT AND AIR, AS CREATED BY THE DEED FROM HENRY GOTTSCHALL AND SOPHIE GOTTSCHALL, HIS WIFE TO MAUD CORY DATED DECEMBER 27, 1902 AND RECORDED DECEMBER 28, 1902 AS DOCUMENT 2254922, ON AND OVER A STRIP OF LAND 50 FEET IN WIDTH EXTENDING FROM THE WESTERLY LINE OF THE "PARCEL" OF PARCEL 1, AFORESAID, TO THE EAST LINE OF WESTERN AVENUE, THE SOUTHERLY LINE OF SAID PRIVATE ROAD BEING THE SOUTHERLY LINE OF SAID "PARCEL" OF PARCEL 1, AFORESAID, EXTENDED WESTWARD TO SAID PUBLIC ROAD AND THE NORTHERLY LINE OF WHICH SAID ROAD BEING PARALLEL WITH SAID SOUTHERLY LINE AND 50 FEET, MEASURED AT RIGHT ANGLES, DISTANT THEREFROM, ALL IN COOK COUNTY, ILLINOIS.

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