

# UNOFFICIAL COPY

Mortgage Copy File No.

(Corporate Trustee Form)

BOX 260

92-157028

THIS INDENTURE WITNESSETH: That the undersigned  
FIRST NATIONAL BANK OF EVERETT, WASH.  
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 July 1, 1988 and known as trust number  
12401, hereinafter referred to as the Mortgagor, does hereby Mortgage and Warrant to

## SOUTHWEST FEDERAL SAVINGS AND LOAN ASSOCIATION

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 Clayton  
in the State of Illinois, to wit:

111 E. 2nd Street, Suite 100, Clayton, Illinois, a two story  
dwelling house, with a detached garage, located in the County of Clayton, Illinois.

TO HAVE AND TO HOLD the said property, with said buildings, improvements, fixtures, appurtenances, household equipment, equipment, fixtures, or articles, whether in single or in central or controlled, used to supply heat, gas, air conditioning, water, light, power, refrigeration, ventilation or other services, and any other thing now or hereafter attached thereto, the furnishing of which by lessors or lessees, customers, appropriate, including screens, window shades, storm doors and windows, floor coverings, screen doors, in a dozen beds, ovens, stoves and water heaters, all of which are intended to be and are hereby declared to be a part of said real estate, whatever physically attached thereto may be, 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 as provided herein. The Mortgagee is hereby subrogated to the rights of all mortgagees, coholders 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 thereto belonging, unto said Mortgagee forever, for 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 Mortgagor does hereby release and waive.

**TO SECURE**  
11. the payment of a note executed by the Mortgagor to the order of the Mortgagee bearing even date herewith, in the principal sum of  
**SEVEN HUNDRED AND FORTY-THREE DOLLARS** \$743.00

12. the payment of a note executed by the Mortgagor to the order of the Mortgagee bearing even date herewith, in the principal sum of  
**SEVEN HUNDRED AND EIGHTY-THREE DOLLARS** \$783.00

13. **Interest** commencing the **15th day of August, 1992**, which payments are to be applied first to interest and the balance to principal, until such indebtedness is paid in full.

14. 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 Mortgagee secure advances on account of said original note together with such additional advances, in a sum in excess of **\$743.00** plus **\$783.00** plus **interest**.

provided that nothing herein contained shall be considered as limiting the amounts that shall be allowed hereby when advanced to protect the security or in accordance with covenants contained in the Mortgage.

15. the performance of all of the covenants and obligations of the Mortgagor to the Mortgagee as contained herein and in said note.

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## THE MORTGAGOR COVENANTS:

A. To pay said indebtedness and the interest thereon as herein and in said note provided, on according to the agreement extending the time of payment thereof; 12. To pay when due and before any penalty attaches thereto all taxes, special assessments, water charges, and sewer service charges against said property, including those heretofore due and to furnish Mortgagee upon request punctuate receipts the same and such items expended against said property shall be conclusively deemed valid for the purposes of this indenture; 13. To keep the improvements now or hereafter upon 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 and such other insurance as the Mortgagor may require, until said indebtedness is fully paid off, in case of forced sale, and 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 that remain with the Mortgagor during said period or periods, and contain the usual clause satisfactory to the Mortgagee, bearing the name of the Mortgagor, and in case of foreclosure sale payable to the owner of the certificate of sale, owner of the debt, and any receiver or redeeming or holder of any interest in said property to foreclose, and in case of loss under such policies the Mortgagee is authorized to use such claim and compensation in the same manner and to execute and deliver on behalf of the Mortgagor or necessary proofs of loss, releases, documents, releases and affidavits required to be signed by the insurance companies, and the Mortgagor agrees to sign upon demand or receipt such vouchers and documents required of him to be signed by the Mortgagor for such purpose, and the Mortgagor is authorized to apply the proceeds of any insurance claim to the restoration of the property, or other, the indebtedness so far secured in its discretion, but monthly payments shall continue until said indebtedness is paid in full; 14. To keep the restoration or damage to said premise and property complete the rebuilding or restoration of buildings and improvements now or hereafter on said premises, unless Mortgagee fails to apply on the indebtedness secured hereby the proceeds of any insurance covering such restoration or damage; 15. To keep said premises in good condition and repair without waste and free from any encumbrance or other item of claim of lien not expressly subordinated to the indebtedness; 16. Not to make, suffer or permit any unlawful use of or any nuisance to said premises, nor to diminish or impair its value by any act of omission or all; 17. To comply with all requirements of law in respect to the mortgaged premises and the use thereof; 18. Not to make, suffer or permit, without the written permission of the Mortgagee, the first had and obtained in the use of the property for any purpose other than that for which it is now used, and an alteration of the improvements, except as experiences, fixtures or equipment now or at any time in the process of erection upon the premises; 19. To complete within a reasonable time any building or improvement now or at any time in the process of erection upon the premises.

B. In order to provide for the payment of taxes, assessments, insurance premium, and other like charges upon the property securing this indebtedness, and other expenses incurred or accrued by the Undersigned promise to pay to the Mortgagee a contribution of the amount taken upon the disbursement of the funds to pay monthly to the Mortgagee in addition to the above amounts, a sum estimated to be equivalent to one-twelfth of such items, which payments may, at the option of the Mortgagor, be held by it and accounted with other funds in its possession for the payment of such items, to be carried in savings account and so thereafter by it to pay such items or to be credited to the Undersigned's account, if such indebtedness is reduced, provided that the Mortgagor advances upon this obligation sums sufficient to pay said items as the same accrue and become payable, if the amount estimated to be sufficient to pay said items is not sufficient, the Undersigned promises to pay said items on demand, if such sums are held in current or savings account or escrow account, the same are hereby pledged to further secure this indebtedness. The Mortgagor is further compelled to pay said items as charged or held in such account.

C. This mortgage contract provides for additional advances which may be made at the option of the Mortgagee and released by the Mortgagee, and it is agreed that in the event of such advances the amount thereof may be added to the mortgage debt and shall increase the unpaid balance of the indebtedness secured by the amount of such advance and that the holder of said indebtedness under all the terms of said note and this indenture, as well as a new note and contract were executed and delivered. An Additional Advance Agreement may be given to said advance and may be made in place of or in addition to the original note and contract.

D. That in case of failure to perform any of the covenants herein, Mortgagee may, without notice, do whatever is necessary to cure such failure, and may also do any act or may deem necessary to protect the interest of the Mortgagor, in respect of the property, or the property so secured by Mortgagee, for the purpose of the above purpose and such money together with interest thereon at the highest rate for which it can be lawfully charged, become due and unpaid, and the indebtedness secured by this mortgage with the same priority as the original indebtedness and the holder of the original indebtedness holding this mortgage and the debt out of the rents or proceeds of sale of said premises, if not otherwise specified, shall then have the right to partly discharge the Mortgagee, to require the holder of the original indebtedness or claim an advancing amount, or to do whatever is necessary to protect the interest of the Mortgagor, or to do any other action for the protection of the interest of the Mortgagor for the purpose of the above purpose, but no such action shall be construed as an acceleration of the indebtedness, and the Mortgagor shall not incur any personal liability for the debts of the holder of the original indebtedness.

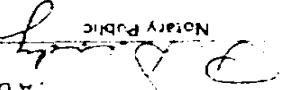
E. That in the event hereof to secure payment of said advance, or for any other purpose, whether the original note and contract have been discharged to the Mortgagee, or at a later date, and to secure any other amount or amounts that may be added to the mortgage debt under the terms of the mortgage contract.

F. That all or any part of the property or the 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, or a transfer by devise, descent, or by operation of law upon the death of a joint tenant, or (c) the grant of any undivided 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.

236B

# UNOFFICIAL COPY

LAWRENCE P. DEADY  
OFFICIAL SEAL



GIVEN under my hand and Notarial Seal this 1st day of June 1992.

THIS INSTRUMENT WAS PREPARED BY

Subscribers of said corporation known to me to be the same persons whose names are subscribed to the foregoing instrument, agree before me this day in person and severally acknowledge that as such officers they have signed and delivered to authority, given by authority, pursuant to law, or by power granted to them, or by power granted to said corporation, and caused the corporate seal of said corporation to be affixed thereto, given by authority, pursuant to law, or by power granted to said corporation, for the uses and purposes herein set forth.

Directors of said corporation as their free and voluntary act, and as the free and voluntary act and deed of said corporation, for the uses and purposes herein set forth.

Personally known to me to be the trustee of Evergreen Park First National Bank of Evergreen Park personally known to me to be the trustee of Evergreen Park First National Bank of Evergreen Park

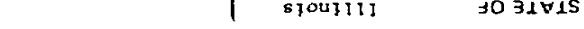
and for said County, in the State aforesaid, do HEREBY CERTIFY THAT

STATE OF Illinois COUNT OF Cook ss

I, the undersigned

NOTARY PUBLIC

ATTEST

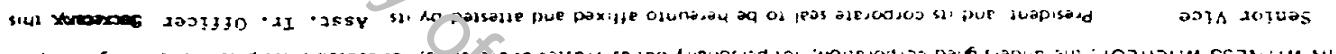


SF, Vice President & Trust Officer PREMAMAN

6-4-92 A/K/A TRUST NO. 2677 AS THIS IS A FEDERAL AND NOT PERSONALLY

FIRST NATIONAL BANK OF EVERGREEN PARK U/I/A DATE

1 A.D. 19 92 JUNE 1992

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 Asst. Tr. Officer 

This instrument is executed on the 1st day of June 1992, at the city of Chicago, State of Illinois, in the presence of the undersigned, who is a Notary Public, and acknowledged by him to be a true and correct copy of the original instrument.

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