

UNOFFICIAL COPY 92 464 856

MORTGAGE

THIS INDENTURE WITNESSETH: That the undersigned

COLE TAYLOR BANK

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 January 18, 1991, and known as trust number 91-1001, hereinafter referred to as the Mortgagor, does hereby Mortgage

DAMEN FEDERAL BANK FOR SAVINGS

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:

The South 9 feet 5 1/4 inches of Lot 19 and the North 9 feet 4 3/4 inches of Lot 22 in Block 6 in Hamburg, being Samuel Gehr's Subdivision of Blocks 23 and 24 in Canal Trustee's Subdivision of Section 33, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

3623 1/2 South Emerald, Chicago Illinois 60609
Permanent Index # 17-33-308-011

2578

"This mortgage hereby incorporates the Affidavit of Occupancy dated June 15, 1992."

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, 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 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.

92 464 856

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 FORTY THOUSAND AND NO/100 Dollars (\$ 40,000.00 ),

which note together with interest thereon as provided by said note, is payable in monthly installments of FOUR HUNDRED EIGHTY FIVE AND 32/100 or more DOLLARS (\$ 485.32 or more on the 1st day of each month, commencing with September 1, 1992 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.

JUN 22 1992 373 79-242L

Box.....

**MORTGAGE**

COLE TAYLOR BANK, AS TRUSTEE UNDER  
TRUST AGREEMENT DATED 1-19-91 AND  
KNOWN AS TRUSTAGREEMENT #91-1001

*Prepared & filed*  
to

DAVEN FEDERAL BANK FOR SAVINGS

*5100 S. Dames*

*Chgo. Box 333*

Property of Cook County Clerk's Office

**BOX 333**

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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 hereof 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 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 COLE TAYLOR BANK 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 COLE TAYLOR BANK, 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 Mortgagee and by every person now or hereafter claiming any right or security hereunder, and that so far as COLE TAYLOR BANK, either individually or as Trustee aforesaid, or its successors, personally are concerned, the legal holder or holder 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.

It is further agreed and understood by and between the parties hereto that should the above described real estate, at any time hereafter, be sold or title thereto transferred by deed of conveyance or by operation of law, then the amount of principal balance then remaining due secured by this mortgage shall become immediately due and payable at any time hereafter at the option of the owner or holder of this mortgage. Acceptance of any monthly installments payments on account of said obligation by the owner or holder of this mortgage shall not, in any way, constitute a waiver by the owner or holder of this option to accelerate the payment of the entire obligation secured by this mortgage.

(8) SEE ATTACHED RIDER MADE A PART HEREOF:

IN WITNESS WHEREOF, COLE TAYLOR BANK not personally but as Trustee as aforesaid, has caused these presents to be signed by its Trust. Ofcr. ~~President~~, and its corporate seal to be hereunto affixed and attested by its Land Tr. Admin. Secretary, this 15th day of June, A. D. 19 92.

ATTEST: COLE TAYLOR BANK  
As Trustee as aforesaid and not personally  
By Lucille C. Hart President Trust Officer  
Constance E. Considine Secretary Land Trust Admin.

1992 JUN 26 AM 10:51 92464896

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 Lucille C. Hart, Trust Officer, President of Cole Taylor Bank, and Constance E. Considine, Land Trust Admin. 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 Trust Ofcr. President and LTA 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 LTA Secretary then and there acknowledged that her 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 19th day of June, A. D. 19 92

Charlene Prochot  
Notary Public

My commission expires \_\_\_\_\_  
OFFICIAL SEAL  
CHARLENE PROCHOT  
NOTARY PUBLIC STATE OF ILLINOIS  
MY COMMISSION EXP. JAN. 26, 1993

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annum, which may be paid or incurred by or on behalf of the Mortgagee for attorney's fees, Mortgagee's fees, appraiser's fees, outlays for exhibits attached to pleadings, documentary and expert evidence, stenographer's fees, Master's fees and commission, court costs, publication costs and costs (which may be estimated as to and include items to be expended after the entry of the decree) or procuring all such abstracts of title, title searches, examinations and reports, guaranty policies, in the decree of sale all expenditures and expenses together with interest thereon at the rate of per

(5) That upon the commencement of any foreclosure proceeding hereunder, the court in which such bill is filed may at any time, either before or after sale, and without notice to the Mortgagee, or any party claiming under him, and without regard to the solvency of the Mortgagee or the then value of said premises, or whether the same shall then be occupied by the owner of the equity of redemption as a homestead, appoint a receiver with power to manage and rent and to collect the rents, issues and profits of said premises during the pendency of such foreclosure suit and the statutory period of redemption, and such rents, issues and profits, when collected, may be applied before as well as after the Master's sale, towards the payment of the indebtedness, costs, taxes, insurance or other items necessary for the protection and preservation of the property, including the expenses of such receivership, or on any deficiency decree whether there be a decree therefor in personam or not, and if a receiver shall be appointed he shall remain in possession until the expiration of the full period allowed by statute for redemption, whether the property is to be redeemed or not, and until the issuance of deed in case of sale, but no deed be issued, until the expiration of the statutory period during which it may be issued and no lease of said premises shall be nullified by the appointment of a receiver or entry in possession of a receiver but he may elect to terminate any lease (joint or ten in part) and upon foreclosure of said premises, there shall be allowed and included as an additional indebtedness per

without offering the several parts separately.  
also immediately proceed to foreclose this mortgage, and in any foreclosure a sale may be made of the premises empaneled in the payment of said mortgage indebtedness and any indebtedness of the Mortgagee to the Mortgagee, and said Mortgagee may secured hereby immediately due and payable, whether or not such default be remedied by Mortgagee, and apply towards lien hereby created or the priority of said lien or any right of the Mortgagee hereunder, to declare, without notice all sums then and in any of said events, the Mortgagee is hereby authorized and empowered, at its option, and without affecting the then and in any of said events, the Mortgagee is hereby authorized and empowered, at its option, and without affecting the under control of or in custody of any court or officer of the Government, or if the Mortgagee abandon any of said property, the Mortgagee, or if the Mortgagee shall make an assignment for the benefit of his creditors or if its property be placed enforce any other lien or charge upon any of said property, or upon the filing of a proceeding in bankruptcy by or against making any payment under said note or obligation or any extension or renewal thereof, or if proceedings be instituted or in (4) That time is of the essence hereof, and if default be made in performance of any covenant herein contained or in the Mortgagee hereunder or upon the debt hereby secured;

or may extend time for payment of the debt hereby secured without discharging or in any way affecting the liability of Mortgagee, the Mortgagee may, without notice to the Mortgagee, deal with such success or successors in interest with (3) That in the event the ownership of said property or any part thereof becomes vested in a person other than the under Section A(2) above, or for either purpose;

greater than the original principal amount plus any amount or amounts that may be added to the mortgage indebtedness advances made at a later date, which advances shall in no event operate to enlarge the principal sum of the indebtedness to the Mortgagee at the date hereof or at a later date, or having been advanced, shall have been repaid in part and further (2) That it is the intent hereof to secure payment of said note whether the entire amount shall have been advanced

under; hereunder; and that Mortgagee shall not incur any personal liability because of anything it may do or omit to do here- herein contained shall be construed as requiring the Mortgagee to advance any moneys for any purpose not to do here- Mortgagee to inquire into the validity of any lien, encumbrance or claim involving moneys as above authorized, but nothing out of the rents or proceeds of sale of said premises if not otherwise paid; that it shall not be obligatory upon the Mort- so much additional indebtedness hereby secured and may be included in any decree foreclosing this mortgage and be paid and such moneys together with interest thereon at the highest rate for which it is then lawful to contract shall become that the Mortgagee will repay upon demand any moneys paid or disbursed by the Mortgagee for any of the above purposes; behavior everything so covenanted; that the Mortgagee may also do any act it may deem necessary to protect the lien hereby; (1) That in the case of failure to perform any of the covenants herein, the Mortgagee may do on the Mortgagee's

## B. THE MORTGAGOR FURTHER COVENANTS:

consent.  
paid in the same manner and without charging the amount of the monthly payments, unless such change is by mutual pay the premiums for such insurance and said said payments to the principal indebtedness secured by this mortgage, to be by accidental injury or sickness, or either such contract, making the Mortgagee assignee thereunder, the Mortgagee may (9) That if the Mortgagee shall procure contracts of insurance upon his life and disability insurance for loss of time or equipment to be placed in or upon any buildings or improvements on said property.

purchase on conditional sale, lease or agreement under which title is reserved in the vendor, of any apparatus, fixtures or sale of any improvements, apparatus, appointments, fixtures or equipment now or hereafter upon said property, (c) a (8) Not to suffer or permit, without the written permission of the Mortgagee being first had and obtained, (a) any use of the property for any purpose other than that for which it is now used, (b) any alterations, additions, demolition, removal

(7) To comply with all requirements of law with respect to the mortgaged premises and the use thereof;  
the value by any act or omission to act;  
(6) Not to suffer or permit any unlawful use of or any nuisance to exist on said property nor to diminish nor impair claim of lien not expressly subordinated to the lien hereby;

(5) To keep said premises in good condition and repair, without waste, and free from any mechanic's, or other lien or may be promptly repaired, restore or rebuild any buildings or improvements now or hereafter on the premises which (4) To promptly repair, restore or rebuild any buildings or improvements now or hereafter on the premises which (3) To complete within a reasonable time any buildings or improvements now or at any time in process of erection from making all monthly payments until the indebtedness is paid in full.

agrees to sign, upon demand, all receipts, vouchers and releases required of him by the insurance company; application by the Mortgagee is authorized to adjust, collect and compromise, in its discretion, all claims thereunder, and the Mortgagee receiver or redemption, or any grantee in the Master's or Commissioner's Deed, and in case of loss under such policies, may appear, and in case of foreclosure sale payable to the owner of the certificate of sale, owner of any deficiency, any the Mortgagee and shall contain a clause satisfactory to the Mortgagee making them payable to the Mortgagee, as its interest period of redemption; such insurance policies, including additional and renewal policies shall be delivered to and kept by to pay in full the indebtedness secured hereby, in such companies, through such agents or brokers, and in such form as shall for payment by the insurance companies of moneys sufficient to pay the cost of replacing or repairing the same or hazards not now contemplated, as the Mortgagee may reasonably require to be insured against, under policies providing lightning, windstorm and such other hazards, including liability under laws relating to intoxicating liquors and including (2) To keep the improvements now or hereafter situated upon said premises insured against loss or damage by fire,

Mortgagee, upon request, with the original or duplicate receipts therefor, and all such items extended against said property shall be conclusively deemed valid for the purpose of this requirement.

(1) To pay immediately when due and payable all general taxes, special taxes, special assessments, water charges, sewer service charges and other taxes and charges against said property, including those heretofore due, (the monthly payments is provided by said note in anticipation of such taxes and charges to be applied thereto), and to furnish the Mortgagee, upon request, with the original or duplicate receipts therefor, and all such items extended against said property

## A. THE MORTGAGOR COVENANTS:

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NOTE:  
IN ADDITION, THE LENDER MAY DEBIT ALL SUMS DUE UNDER THE TERMS OF THIS PARAGRAPH FOR THE SOLE PURPOSE OF MAINTAINING AN ACCURATE RATE OF INTEREST ON THE LENDER'S MORTGAGE PORTFOLIO.

PROPERTY OF COUNTY OF LOS ANGELES  
A WRITTEN ASSUMPTION AGREEMENT ACCEPTED IN WRITING BY LENDER, LENDER SHALL RELEASE BORROWER FROM ALL OBLIGATION UNDER THIS MORTGAGE AND IN THIS PARAGRAPH, AND IN BORROWER'S SUCCESSOR IN INTEREST HAS EXECUTED REQUEST. IF LENDER HAS WAIVED THE OPTION TO ACCEPTANCE PROVIDED BY THIS MORTGAGE SHALL BE AT SUCH RATE AS LENDER SHALL SATISFACTION TO THE LENDER AND THAT THE INTEREST PAYMENT ON THE REACH AN AGREEMENT IN WRITING THAT THE CREDIT OF SUCH PERSON IS LENDER AND THE PERSON TO WHOM THE PROPERTY IS TO BE SOLD OR TRANSFERRED WAIVED SUCH OPTION TO ACCEPTANCE IF, PRIOR TO THE SALE OR TRANSFER, THIS MORTGAGE TO BE IMMEDIATELY DUE AND PAYABLE. LENDER SHALL HAVE LENDER MAY, AT LENDER'S OPTION, DECLARE ALL THE SUMS SECURED BY INTEREST OF THREE YEARS OR LESS NOT CONTAINING AN OPTION TO PURCHASE, LAW UPON THE DEATH OF A JOINT TENANT, (D) THE GRANT OF A LEASEHOLD APPLICABLE, (C) A TRANSFER BY DEVISE, DESCENT OR BY OPERATION OF (B) THE CREATION OF A PURCHASE MONEY SECURITY INTEREST FOR HOUSEHOLD CREATION OF A JUDICIAL LIEN OR ENCUMBRANCE SUBORDINATE TO THIS MORTGAGE, BORROWED WITHOUT LENDER'S PRIOR WRITTEN CONSENT, EXCLUDING (A) THE OR BENEFICIAL INTEREST OF A LAND TRUST IS SOLD OR TRANSFERRED BY (B) IF ALL OR ANY PART OF THE PROPERTY OR ANY INTEREST THEREIN

ATTACHED RIDEN MADE A PART HEREOF

C A T I O N I I I

