

UNOFFICIAL COPY

REAL ESTATE MORTGAGE

92521382

I. This Indenture witnesseth that the undersigned,
JAMES E. NUELLEN and ELEANOR NUELLEN, his wife

of the Village of La Grange, County of Cook, and State of Illinois, hereinafter designated as Mortgagor, hereby MORTGAGE and WARRANT to FAMILY FEDERAL SAVINGS OF ILLINOIS, a corporation created and existing under the laws of the United States of America and doing business in the State of Illinois, its successors or assigns, hereinafter designated as the Mortgagee, the following described real estate, situated in the County of Cook and State of Illinois, to-wit:

LOT 53 AND THE SOUTH 5 FEET OF LOT 54 IN BLOCK 3 IN BERWYN, A SUBDIVISION OF PART OF SECTION 31, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Commonly known as: 3119 S. Grove Avenue - Berwyn, Illinois 60402

PERMANENT INDEX NO: 16-31-107-(45-0000

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COOK COUNTY RECORDER

with all the buildings and improvements now or hereafter erected thereon, and everything appurtenant thereto, including all apparatus and fixtures of every kind for the purpose of supplying and distributing gas, oil, electricity, power, heat, light, water, and air, all plumbing, and all other fixtures and apparatus now in or which may be placed hereafter in any building or improvement now or hereafter upon said premises, and together with all of the rents, issues, and profits thereof, free from all right to retain possession of said premises, or any part thereof, after any default in the payments provided herein or in the Mortgage Note hereinafter described or after a breach of any of the covenants or agreements herein contained, and free from all rights and benefits under and by virtue of the Homestead Exemption Laws of the State of Illinois, which rights the Mortgagor hereby expressly releases and waives.

II. TO SECURE the payment of a Mortgage Note of the Mortgagor of the same date as this Mortgage for the principal sum of SEVENTY SEVEN THOUSAND AND NO/100 Dollars (\$ 77,000.00) with interest at the rate therein recited, payable at the office of the Mortgagee, or at such other place as the legal holder or holders thereof may from time to time in writing appoint, in legal tender of the United States of America in monthly installments of SIX HUNDRED THIRTY THREE AND 06/100 Dollars (\$ 633.06) on the 1st day of each and every month, commencing on the 1st day of August, A.D. 1992, and continuing until said principal sum is fully paid which Mortgage Note is identified by the certificate of the Mortgagee thereon endorsed.

- III. The Mortgagor hereby covenants, agrees, and promises
- (1) to pay to the Mortgagee, as hereinafter provided, a sum sufficient to pay general taxes and installments of special assessments which may be levied upon said premises by the State of Illinois and the county, city, town, or village in which said premises are situated;
 - (2) to pay to the Mortgagee, as hereinafter provided, a sum sufficient to pay the premium or premiums which will become due and payable to renew such insurance and insurances as may be required by the Mortgagee to keep all buildings, improvements, and fixtures now or hereafter located upon said premises insured until the indebtedness secured hereby is fully paid, or in case of foreclosure until the expiration of the period of redemption, against loss or damage by fire, flood, tornado, explosion, and other hazard, for such amount, in such insurance company or companies, and in such form as may be satisfactory to the Mortgagee, making all sums recoverable upon such policies payable to the Mortgagee, and in case of foreclosure or sale payable to the owner of the certificate of sale by a suitable clause to be attached to said policies, and to deliver all such policies to the Mortgagee, the Mortgagee being hereby authorized to adjust, collect, and compromise, in its discretion, all claims under such policy or policies;
 - (3) to pay to the Mortgagee, as hereinafter provided, a sum sufficient to pay the premium or premiums for such life insurance as the Mortgagee may require, which policies by a suitable clause to be attached thereto shall name the Mortgagee as beneficiary and shall be delivered to and retained by the Mortgagee until said indebtedness is paid in full;
 - (4) to keep said premises and the buildings, improvements, and fixtures now or hereafter located upon said premises in good condition and repair;
 - (5) not to allow or permit any lien of mechanics or materialmen to attach to said premises, or any part thereof;
 - (6) without the written permission of the Mortgagee first had and obtained
 - (a) not to allow or permit any addition to, or a teration, demolition, or removal of any of the improvements, apparatus, fixtures, or equipment now or hereafter located upon said premises, and
 - (b) not to purchase upon conditional sale or upon any other agreement under which title is reserved in the vendor, any apparatus, fixtures, or equipment to be placed in or upon any building or improvements now or hereafter located upon said premises;
 - (7) not to suffer or permit any unlawful use of or any nuisance to exist upon said premises or any building now or hereafter located thereon;
 - (8) not to permit said premises, or any building or improvement thereon, to be used in the transfer, sale, or distribution of intoxicating liquors unless the Mortgagor shall first obtain the written consent of the Mortgagee and deliver to the Mortgagee a bond in such company, in such form, and in such amount as may be satisfactory to the Mortgagee to protect and defend the Mortgagee from and against any loss, claim, damages, expenses, or lien of any kind and nature that may be asserted or attempted to be asserted upon or against said Mortgagee or its interest in said premises by reason of any violation of "An Act relating to alcoholic liquors," commonly known as the "Illinois Liquor Control Act," approved January 31, 1934, as amended, and
 - (9) not to diminish or impair the value of said premises or the security intended to be effected by virtue of this Mortgage by any act or omission to act.

IV. The Mortgagor hereby agrees and promises to pay to the Mortgagee, together with and in addition to the monthly payments provided in the Mortgage Note secured hereby, at the office of the Mortgagee, or at such other place as it may from time to time in writing appoint, in legal tender of the United States of America, on the 1st day of each and every month, beginning the 1st day of August, A.D. 1992, and continuing until said First Mortgage Note is fully paid:

41236085-201

2750

BOX NO _____

REAL ESTATE MORTGAGE

JAMES E. NUELLEN and
ELEANOR NUELLEN, his wife

119 S. Grove Avenue

Chicago, Illinois 60402

TO

FAMILY FEDERAL SAVINGS
OF ILLINOIS

5217-29 W. 25th Street
Chicago, Illinois 60650



UNOFFICIAL COPY

MAIL TO:

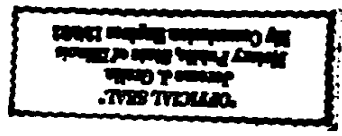
Property of Cook County Clerk's Office

Notary Seal

I, the undersigned, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY that the above named persons personally known to me to be the same persons whose names are subscribed to the foregoing instrument as 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 Trustee for the uses and purposes therein set forth, and the said then and there acknowledged that said corporate seal of said Trustee caused the corporate seal of said Trustee to be affixed to said instrument as said therein set forth.

GIVEN under my hand and Notarial Seal this _____ day of _____ A.D. 19 _____

CORPORATE OR TRUSTEE ACKNOWLEDGMENT



I, the UNDERSIGNED, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that the above named persons personally known to me to be the same persons whose name s _____ X's/are subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that they signed, sealed and delivered the said instrument as their free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of any right of homestead.

GIVEN under my hand and Notarial seal, this _____ 8th day of JULY _____ A.D. 19 92

James E. Gault

NOTARY PUBLIC
6800 2500

INDIVIDUAL ACKNOWLEDGMENT

STATE OF ILLINOIS } SS JAMES E. NUELLEN and ELEANOR NUELLEN, his wife

UNOFFICIAL COPY

Corporate Seal

Prepared by: Caroline Grunert

ATTEST:

Secretary

(SEAL)

President

(SEAL)

(SEAL)

(SEAL)

A.D. 19 92 JULY day of Illinois, the 8th

IN WITNESS WHEREOF, this mortgage was signed by the undersigned under seal at LaGrange

XVII. If this Mortgage is executed by a Trustee as Mortgagee, it is executed not personally but as Trustee in the exercise of the power and authority conferred upon and vested in it as such Trustee and 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 the principal Note shall be construed as creating any liability on the said Trustee to personally pay the principal Note or any interest thereon, or any indebtedness accruing hereunder or to perform any covenant either express or implied herein contained, all such liability, if any, being far as the Trustee and its successors are concerned, the legal holder or holders of said principal 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 principal Note provided or by action to enforce the personal liability of the guarantor, if any.

XVI. If all or any part of the property or an interest therein is sold or transferred by Mortgagee without Mortgagee's prior written consent, Mortgagee may at its option declare all the sums secured by this Mortgage to be immediately due and payable. Mortgagee shall have waived such option to accelerate if, prior to the sale or transfer, Mortgagee and the person to whom the property is to be sold or transferred reach agreement in writing that the credit of such person is satisfactory to Mortgagee and that the interest payable on the sums secured by this Mortgage shall be at such rate as Mortgagee shall request. If Mortgagee has waived the option to accelerate provided herein and if Mortgagee's successor in interest has executed a written assumption agreement accepted by Mortgagee in writing, Mortgagee shall release Mortgagee from all obligations under this Mortgage and Note.

XV. The Mortgagee may commingle with its general funds any moneys received by it pursuant to the provisions of the Mortgage and Note and shall not be liable for any payment of any interest thereon nor shall the Mortgagee incur any liability to the Mortgagee, or any other party on account of such moneys, except to the extent for funds received and funds disbursed as provided herein. In the event that interest is paid on escrows, a charge may be made for the Escrow Service as set forth in IV 4.

XIV. It is hereby expressly agreed by and between the parties hereto that the covenants and agreements herein contained shall bind, and the benefits and advantages inure to, the respective heirs, executors, administrators, successors, and assigns of the respective parties hereto, and wherever used, the plural number shall include the singular.

XIII. This Mortgage will be released upon the full payment of said indebtedness, and the performance of all of the covenants and agreements herein contained to be done and performed by the said Mortgagee, and upon payment to Mortgagee for its services, a fee as determined by its rate schedule in effect when the Release Deed is issued, and the costs of recording or registering said release.

XII. It is understood and agreed by and between the Mortgagee and the Mortgagee that it is the intent and purpose of this Mortgage to secure the payment of the above described Mortgage Note which the entire amount shall have been advanced to the Mortgagee at the date hereof, or at a later date, or having been advanced, shall have been repaid in part and further advances made at a later date, which advances shall in no event operate to make the principal sum of the indebtedness greater than the amount named in said Mortgage Note plus any amount or amounts that may be added to the Mortgagee's indebtedness under the terms hereof.

XI. In the event that the Mortgagee shall be required to make an appearance in any suit or litigation involving the Mortgagee or the property secured hereby, the reasonable costs of attorney's fees and costs advanced shall become an additional lien and the amount thereof added to the unpaid balance of the Note if not otherwise paid.

X. It is expressly agreed by the Mortgagee that in the event said premises, or any part thereof, shall be condemned and taken for public use under the power of Eminent Domain, the entire award for the taking of or for damages to said premises shall be paid to the Mortgagee and applied by it to the amount then unpaid on the indebtedness hereby secured, or be applied upon the payment or payments which shall thereafter become payable thereon, and the Mortgagee is hereby empowered in the name of the Mortgagee to give acquittance for any such award or judgment whether it be joint or several.

IX. It is expressly agreed by the Mortgagee that in the event the ownership of the premises hereinabove described, or any part thereof, becomes vested in persons other than the Mortgagee, the Mortgagee may, without notice to the Mortgagee, deal with the premises hereby conveyed and no forbearance on the part of the Mortgagee and no extension of the time for payment of the debt hereby secured given by the Mortgagee shall operate to release, discharge, modify, change, or affect the original liability of the Mortgagee herein either in whole or in part.

It is further understood and agreed by and between the Mortgagee and the Mortgagee that in the event the Mortgagee shall be required to make an appearance in any suit or litigation involving the Mortgagee or the property secured hereby, the reasonable costs of attorney's fees and costs advanced shall become an additional lien and the amount thereof added to the unpaid balance of the Note if not otherwise paid.

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(1) one-twelfth (1/12th) of a sum as estimated by the Mortgagee to be sufficient to pay the general taxes and installments of special assessments next due, which additional monthly payment for the current year, based upon an estimate by the Mortgagee of such general taxes and installments of special assessments, is

ONE HUNDRED SEVENTY AND NO/100 - - - - - Dollars (\$ 170.00), and hereafter, within a reasonable time after the expiration of each calendar year, the amount of such additional monthly payment shall be estimated by the Mortgagee and the Mortgagor agrees and promises to be bound thereby; and.

(2) one-twelfth (1/12th) of the annual premium or premiums that will become due and payable to renew the insurance or insurances on said premises and the buildings and improvements thereon, as hereinbefore provided, which additional monthly payment, based upon an estimate by the Mortgagee, is

THIRTY AND NO/100 - - - - - Dollars (\$ 30.00), and hereafter, within a reasonable time after renewal of any such insurance or insurances, the amount of such additional monthly payment shall be estimated by the Mortgagee and the Mortgagor agrees and promises to be bound thereby; such money shall be placed in a Tax and Insurance Account for the purpose of accumulating funds for the payment of such items or any other indebtedness owing to the Mortgagee; and

(3) the sum of - - - - - Dollars (\$ - - - - -), which amount is equal to one-twelfth (1/12th) of the annual premium or premiums for life insurance or insurances, as hereinbefore provided; and, if applicable.

(4) the sum of - - - - - Dollars (\$ - - - - -), FIFTEEN AND 40/100 - - - - - Dollars (\$ 15.40), which amount is in payment of a service charge to the Mortgagee

The Mortgagor does hereby covenant, agree, and promise that the additional payments for the taxes, special assessments, and premiums for insurance shall be accepted and held by the Mortgagee as agent for the Mortgagor for the sole purpose of paying such general taxes, installments of special assessments, and premium or premiums for insurance when due and payable, provided, however, that it shall not be obligatory upon the Mortgagee to inquire into the validity of any of said items before making payment of the same, and, provided further, that nothing herein contained shall be construed as requiring the Mortgagee to advance its moneys for such purposes and that by accepting and requiring said monthly payments and accepting a service charge the Mortgagee shall not incur any liability for anything it may do or omit to do by virtue thereof; the primary responsibility for obtaining tax bills and insurance coverage shall be that of the Mortgagor, that the amounts of said additional monthly payments shall be added to the unpaid principal balance of the Note secured hereby and shall become so much additional indebtedness secured by this Mortgage; that if the total of such additional monthly payments shall exceed the amount of payments made by the Mortgagee for general taxes, installments of special assessments, or insurance premiums, as the case may be, such excess shall be credited to the Mortgagor on subsequent payments to be made by the Mortgagor; that if such additional monthly payments made by the Mortgagor shall not be sufficient to pay the general taxes, installments of special assessments, or insurance premiums, as the case may be, when the same shall become due and payable, then the Mortgagor will pay to the Mortgagee any amount necessary to make up the deficiency on or before the date when the payment of such general taxes, installments of special assessments, or insurance premiums shall be due; that if there shall be a default under any of the provisions of this Mortgage resulting in foreclosure and a sale of said premises or if the Mortgagee acquires said premises otherwise, the Mortgagee shall apply at the time of the commencement of such foreclosure proceedings or at the time said premises are acquired the balance then remaining in the funds accumulated hereunder as a credit against the amount of the principal then remaining unpaid under the Mortgage Note secured hereby.

V. The Mortgagor hereby further covenants and agrees that in case of the failure of said Mortgagor to pay to the Mortgagee sums sufficient to enable it to pay the general taxes, installments of special assessments, and insurance premiums, to pay any liens of mechanics or materialmen, to pay the amount due under any conditional sale or other agreement for the purchase of any apparatus, fixtures, or equipment placed in or upon said premises or any building hereon, to furnish a bond to protect the Mortgagee under the "Illinois Liquor Control Act," or to keep said premises or any buildings thereon in good repair, as hereinbefore provided, then the Mortgagee may, at its option and without notice to Mortgagor, pay such general taxes or installments of special assessments, or redeem said premises from any tax sale or purchase any tax title obtained or that may be obtained thereunder, procure and pay for any and all such insurance or bond, settle and pay any and all suits or claims for liens of mechanics or materialmen or any other claims for liens that may be made against said premises, pay the amount due to the vendor of any apparatus, fixture, or equipment placed in or upon said premises or any buildings thereon under a conditional sale or agreement, and make and pay for any repairs the Mortgagee may deem necessary to render said premises or any building and improvements thereon tenantable, and any and all moneys paid for any such purposes or uses and any other moneys disbursed by the Mortgagee to protect the lien of this Mortgage, including any and all costs, charges, expenses, and reasonable legal fees incurred or paid at any time for said Mortgagee, its successors, legal representatives, or assigns, because of the failure on the part of the Mortgagor to perform, comply with, and abide by each and every stipulation, agreement, condition, and covenant of this Mortgage and the Mortgage Note secured hereby, or either, shall be payable on demand and shall bear interest from the date of payment at the rate of THIRTEEN AND THREE QUARTERS - per cent (-- 13.75 %) per year, shall become so much additional indebtedness secured by this Mortgage, shall be included in any decree foreclosing this Mortgage, and shall be paid out of the rents or proceeds of sale of said premises if not otherwise paid by the said Mortgagor, and it shall not be obligatory upon the Mortgagee in advancing moneys in that behalf to inquire into the validity of any tax deed, taxes, special assessments, or sale for non-payment thereof, into the validity of any mechanic's or materialman's liens, into the validity of any conditional sale agreements, or into the necessity of repairs, but nothing herein contained shall be construed as requiring the Mortgagee to advance or expend money for any of such purposes.

VI. As additional security for the payment of the indebtedness aforesaid, and as one of the considerations for the granting of the loan by the Mortgagee, the Mortgagor does hereby assign, transfer, and set over unto the Mortgagee all the rents, issues, and profits now due or which may hereafter become due under or by virtue of any lease, whether written or oral, or any agreement for the use or occupancy of any part of said premises which may have been heretofore or may be hereafter made or agreed to, or which may be made or agreed to by the Mortgagee under the power herein granted to it, and to use such measures, legal or equitable, as in its discretion it may deem proper or necessary to enforce the payment and security of said rents, to maintain and secure possession of said premises or any portion thereof, to fill any and all vacancies, and to rent, lease, or let any portion of said premises to any party or parties at its discretion, with power to use and apply said rents, issues, and profits to the payment of all expenses of the care and management of said premises, including taxes, assessments, and insurance and bond premiums, and to the payment of any indebtedness secured hereby or incurred hereunder, it being the intention hereby to establish an absolute transfer and assignment of all such leases and agreements and of the rents, issues, and profits of said premises to the Mortgagee.

VII. It is specifically agreed by the Mortgagor that time is of the essence of the covenants and agreements herein contained, and that upon the happening of any one or more of the following events or conditions, the Mortgagor covenants and agrees that the Mortgagee may, at its option and without notice of the exercise of said option to the Mortgagor, declare the entire principal indebtedness evidenced by said Mortgage Note due and payable, together with the accrued interest thereon, costs, advancements by the Mortgagee for any of the purposes hereinbefore set forth, and any other expenses, and apply toward the payment of said indebtedness any indebtedness of the Mortgagee to the Mortgagor, and immediately thereafter proceed to foreclose this Mortgage; default by the Mortgagor in any monthly payment provided herein or by the Mortgage Note this Mortgage secures; the making of a contract or agreement by the Mortgagor whereby any one may or does acquire the right to place a lien, mortgage, or other encumbrance against the mortgaged premises hereinabove described; the actual or threatened alteration, repair, addition, demolition, or removal to or of any building on the premises or in case of any act done or suffered to be done by the Mortgagor, without the written permission or consent of the Mortgagee first had and obtained, whereby the security of the Mortgagee will be impaired or affected; abandonment of the premises by the Mortgagor; the judicial sale of said premises or the acquisition or control of said premises by court; the filing of a proceeding in bankruptcy by or against the Mortgagor; the institution of any legal proceedings to enforce a mortgage or other lien against said premises; or default by said Mortgagor in the performance of any one or more of the covenants and agreements herein contained to be done or performed; it being understood and agreed by the Mortgagor that the failure on the part of the Mortgagee to exercise any of its rights hereunder for defaults or breaches of covenants herein or in said Mortgage Note contained shall not be construed to prejudice its rights for any other or subsequent default or breach of covenant.

VIII. The Mortgagor hereby further covenants and agrees that upon the filing of any bill to foreclose this Mortgage, in any court having jurisdiction thereof, such court may, at any time, either before or after sale, and without notice to the Mortgagor or any

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