

UNOFFICIAL COPY

Mortgage

Loan No. 6286-0

(Corporate Trustee Form)

Box #151

THIS INDENTURE WITNESSETH: That the undersigned

Cole Taylor Bank

a 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 June 21-1991 and known as trust number 91-1036, hereinafter referred to as the Mortgagor, does hereby Mortgage and Warrant to

PULASKI SAVINGS AND LOAN ASSOCIATION

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

Lot 18 in Block 3 in D.Davis Subdivision in the North East 1/4 of the Southwest 1/4 of Section 28, Township 39 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois.

PTN: 17-28-304-032-0000
532 W 27th Street
Chicago, IL 60616

Operating Recordings \$27.00
T#28888 TRAN 4305 11/13/92 15:59:00
#0655 # *-92-850393
COOK COUNTY RECORDER

Together with all buildings, improvements, fixtures or appurtenances now or hereafter erected thereon or placed therein, including all apparatus, equipment, fixtures, or articles, whether in single units or centrally controlled, used to supply heat, gas, airconditioning, water, light, power, refrigeration, ventilation or other services, and any other thing now or hereafter the sin or otherwise, the furnishing of which by lessors to lessees is customary or appropriate, including screens, window shades, storm doors and windows, floor coverings, screen doors, in door beds, awnings, stoves and water heaters (all of which are intended to be and are hereby 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 as provided herein. The Mortgagee is hereby subrogated to the rights of all mortgagees, lienholders and owners paid off by the proceeds of the loan hereby secured.

TO HAVE AND TO HOLD the said property, wth said buildings, improvements, fixtures, appurtenances, apparatus and equipment, and with all the rights and privileges thereunto 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

(1) the payment of a Note executed by the Mortgagor to the order of the Mortgagee bearing even date herewith in the principal sum of

Thirty Seven Thousand Five Hundred and no/100

Dollars

is 37,500.00

, which Note, together with interest thereon at therein provided, is payable in monthly installments of

Dollars

Three Hundred Forty Two and 32/100

November

19 92

\$ 342.32, commencing the 1st day of November, 1992, which payments are to be applied, first, to interest, and the balance to principal, until said indebtedness is paid in full.

(2) 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 Mortgage secure advances on account of said original Note together with such additional advances, in a sum in excess of

None

Dollars (\$

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

(3) the performance of all of the covenants and obligations of the Mortgagor to the Mortgagee, as contained herein and in said Note.

THE MORTGAGOR COVENANTS:

A. (1) To pay said indebtedness and the interest thereon as herein and in said note provided, or according to any agreement extending the time of payment thereof; (2) To pay when due and before any penalty attaches thereto all taxes, special taxes, special assessments, water charges, and sewer service charges against said property (including those heretofore due), and to furnish Mortgagee, upon request, duplicate receipts therefor and all such items extended against said property shall be conclusively deemed valid for the purpose of this requirement; (3) To keep the improvements now or hereafter upon said premises insured against damage by fire, and such other hazards as the Mortgagee may require to be insured against, and to provide public liability insurance and such other insurance as the Mortgagee may require, until said indebtedness is fully paid, or in case of foreclosure, until expiration of the period of redemption, or 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 shall remain with the Mortgagee during said period or periods, and contain the usual clause satisfactory to the Mortgagee making them payable to the Mortgagee and in case of foreclosure said payable to the owner of the certificate of sale, owner of any deficiency, or any receiver of redemption, and, as general in a deed pursuant to foreclosure, and in case of loss under such policies, the Mortgagee is authorized to adjust, collect and compromise in its discretion, any claim thereafter and to execute and deliver on behalf of the Mortgagor all necessary proofs of loss, receipts, vouchers, releases and acquittances required to be signed by the insurance companies, and the Mortgagor agrees to sign, upon demand, all receipts, vouchers and releases required of him to be signed by the Mortgagee, for such purpose, and the Mortgagee is authorized to apply the proceeds of any insurance claim to the restoration of the property or paying the indebtedness hereby secured in its discretion, but monthly payments shall continue until said indebtedness is paid in full; (4) Immediately after destruction or damage, to commence and promptly complete the rebuilding or restoration of building, and improvements now or hereafter on said premises, unless Mortgagee elects to apply on the indebtedness secured hereby the proceeds of any insurance covering such destruction or damage; (5) To keep said premises in good condition and repair, without waste, and free from any mechanic's or other lien or claim of lien not expressly subordinated to the lien hereof; (6) Not to make, suffer or permit any unlawful use of or any nuisance to exist on said property nor to diminish nor impair its value by any act of omission; (7) To comply with all requirements of law with respect to mortgaged premises and the use thereof; (8) Not to make, 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 of the improvements, apparatus, appurtenances, fixtures or equipment now or hereafter upon said property, (c) any purchase on conditional sale, lease or agreement under which title is reserved in the vendor, or of any apparatus, fixtures or equipment to be placed in or upon any building or improvements on said property; (8) To complete within a reasonable time any buildings or improvements now or at any time in process of erection upon the premises.

B. In order to provide for the payment of taxes, assessments, insurance premiums, and other annual charges upon the property securing this indebtedness, and other insurance required or accepted, the undersigned promises to pay to the Mortgagee a pro rata portion of the current year taxes upon the disbursement of the loan and to pay monthly to the Mortgagee, in addition to the above payments, a sum estimated to be equivalent to one twelfth of such items, which payments may, at the option of the Mortgagee, (a) be held by it and commingled with other such funds or its own funds for the payment of such items, (b) be carried in a savings account and withdrawn by it to pay such items, or (c) be credited to the unpaid balance of said indebtedness as received, provided that the Mortgagee 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 the difference upon demand. If such sums are held or carried in a savings account or escrow account, the same are hereby pledged to further secure this indebtedness. The Mortgagee is authorized to pay said items as charged or billed without further inquiry.

C. This mortgage contract provides for additional advances which may be made at the option of the Mortgagee and secured by this mortgage, 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 note hereby secured by the amount of such advance and shall be a part of said note indebtedness under all of the terms of said note and this contract as fully as if a new such note and contract were executed and delivered. An Additional Advance Agreement may be given and accepted for such advance and provision may be made for different monthly payments and a different interest rate and other express modifications of the contract, but in all other respects this contract shall remain in full force and effect as to said indebtedness, including all advances.

D. That in case of failure to perform any of the covenants herein, Mortgagee may do on Mortgagor's behalf everything so covenanted, that said Mortgagee may also do any act it may deem necessary to protect the lien hereof, that Mortgagor will repay upon demand any moneys paid or disbursed by Mortgagee for any of the above purposes and such moneys together with interest thereon at the highest rate for which it is then lawful to contract shall become so much additional indebtedness secured by this mortgage with the same priority as the original indebtedness and may be included in any decree foreclosing this mortgage and be paid out of the rents or proceeds of sale of said premises if not otherwise paid; that it shall not be obligatory upon the Mortgagee to inquire into the validity of any lien, encumbrance or claim in advancing moneys as above authorized, but nothing herein contained shall be construed as requiring the Mortgagee to advance any moneys for any purpose nor to do any act hereunder, and the Mortgagee shall not incur any personal liability because of anything it may do or omit to do hereunder.

E. That it is the intent hereof to secure payment of said note and obligation whether the entire amount shall have been advanced to the Mortgagor at the date hereof, or at a later date, and to secure any other amount or amounts that may be added to the mortgage indebtedness under the terms of this mortgage contract.

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

UNOFFICIAL COPY

Notary Public

THIS INSTRUMENT WAS PREPARED BY:

day of _____, A.D. 19

GIVEN under my hand and Notarial Seal, this

Specified before me this day in person and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, and personally known to me to be the same persons whose names are subscribed to the foregoing instrument,
a corporator, and
a corporator of said corporation, and
a corporator of said corporation and caused the corporate seal of said corporation to be affixed thereto, presented to authority, given by the Board
of directors of said corporation and caused the corporate seal of said corporation to be affixed thereto, and as the free and voluntary act and deed of said corporation, for the uses and
purposes herein set forth.

President of personally known to me to be the

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

The Undergraduate

COUNTY OF

a Notary Public in

COLLE TAYLOR BANK As Trustee is therefore said and not personally
BY *John C. Cole* *John C. Cole* *John C. Cole*

A.D. 1976

232-100 Oct 19 day of

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 to, in Land Tr. Adm'tn., ~~Massachusetts~~, this ~~10th day of October,~~

One major critique of the power and authority granted to presidents is that they do not have to answer to Congress or the public for their actions. This lack of accountability can lead to abuses of power and corruption. To address this issue, some scholars propose giving Congress more oversight powers over the executive branch, such as the ability to conduct investigations and hold hearings. Others suggest creating a new office of ombudsman to serve as a check on presidential power. Still others argue for greater transparency and disclosure requirements for executive branch agencies. These proposals aim to restore the balance of power between the branches and ensure that the president is held accountable for his or her actions.

When the properties of the material are such that the diffusion of water through the polymer is slow, the diffusion of water may be controlled by the diffusion of water through the polymer. The diffusion of water through the polymer is controlled by the diffusion of water through the polymer.

K. The purpose of this section is to describe the procedures used in the study of the relationship between the variables of interest. The first part of the section describes the sampling procedure used to select the sample. The second part describes the data collection procedure used to collect the data. The third part describes the analysis procedure used to analyze the data.

After your next session of reading, and on the following day, you can return to the book and reread the previous section, and the one before it, until you feel that you have mastered the material. You may also want to go back and reread the first few sections of the book, to refresh your memory of the basic concepts and principles that were introduced earlier.

systems and provide greater access to a range of health services, as well as better access to medical treatments. This will help to reduce the burden of disease and improve the quality of life for people with disabilities.

⁷ All of our clients of any size, issues and problems of said persons are paid promptly to the best of our ability.

Comments will be welcome on any part thereof, but any proposed changes or additions must be submitted to the Secretary General of the UN Commission on Human Rights by 15 March 1993.

in a portion of the debt held by other creditors. Any costs and expenses related thereto shall be paid in addition to the principal amount due under the Note.

the property service sector of which was affected and so suffered a loss of revenue. The property service sector of which was affected and so suffered a loss of revenue.

G THE SENSE OF HUMOR AND ITS EXPRESSION IN THE HISTORY OF ART

Messages within this section will be limited to those sent by the user during their session with the application. This includes messages sent to other users or to the system itself, as well as messages received from other users or the system.

UNOFFICIAL COPY

7 2 6 7 0 7 7 7

RIDER #1

ACCELERATION: REMEDIES. Mortgagee shall give notice to Mortgagor prior to acceleration following Borrower's breach of any covenant or agreement in this Mortgage (but not prior to acceleration under paragraph F unless applicable law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Mortgagor, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Mortgage, foreclosure by judicial proceeding and sale of the Property. The notice shall further inform Mortgagor of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the non-existence of a default or any other defense of the Mortgagor to acceleration and foreclosure. If the default is not cured on or before the date specified in the notice, Mortgagee at its option may require immediate payment in full of all sums secured by this Mortgage without further demand and may foreclose this Mortgage by judicial proceeding. Mortgagee shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph, including, but not limited to, reasonable attorneys' fees, paralegal fees, and costs of title evidence.

92-70393

UNOFFICIAL COPY

STATE OF ILLINOIS)
)
COUNTY OF COOK)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, Do Hereby Certify, that Lucille C. Hart, Trust Officer of Cole Taylor Bank and Constance E. Considine, Land Trust Administrator of said Bank, who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Trust Officer, and Land Trust Administrator 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 Bank, as Trustee as aforesaid for the uses and purposes therein set forth; and that said Trust Officer and Land Trust Administrator then and there acknowledge that Land Trust Administrator, as custodian of the corporate seal of said Bank, did affix the corporate seal of said Bank to said instrument as his/her own free and voluntary act as the free and voluntary act of said Bank as Trustee as aforesaid, for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this 23 day of October, 1992

Charles Prochot
Notary Public

