

(1) That in case of his failure to perform any of the covenants herein, the Mortgagee may do on behalf of the Mortgagor everything so covered: that said Mortgagee may also do anything which he deems necessary to protect the lien of this mortgage.

THE MORTGAGOR FURTHER COVENANTS:

1. To pay all taxes, assessments, hazard insurance premiums and other charges when due; (2) keep the improvements now or hereafter upon said premises insured against damage by fire, windstorm and such other hazard or liability as the Mortgagee may require to be insured against until said indebtedness is fully paid or in case of foreclosure, until expiration of the period of redemption, for the full insurance value thereof, in such companies 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 upon the usual clause making them payable to the Mortgagee, and in case of foreclosure, sale payable to the owner of the certificate of sale; and in case of loss, the Mortgagee is authorized to adjust, collect and compromise, in its discretion, all claims under such policies, and the Mortgagee agrees to sign, upon demand, all receipts, vouchers and releases required of him by the insurance companies; the Mortgagee is authorized in its discretion to apply the proceeds of any such insurance to the discharge of any obligation insured against; to a restoration of the property or to the indebtedness of the Mortgagee and any application to the indebtedness shall not relieve the Mortgagee from making monthly payments until the debt is paid in full; (3) to apply for, secure, assign to Mortgagee and carry disability insurance and life insurance as may be required by Mortgagee in companies acceptable to Mortgagee, and in a form acceptable to it, and such disability insurance may be required in an amount not in excess of pay- ments necessary to pay the sums secured by this mortgage and such life insurance may be required in an amount not in excess of the unpaid balance of the debt secured by this mortgage; (4) not to commit or suffer any waste of such property, and to maintain the same in good condition and repair; (5) to promptly pay all bills for such repairs and all other expenses incident to the ownership of said property in order that no lien or mechanics or materialmen's lien shall attach to said property; (6) not to suffer or permit any unlawful use of or any nuisance to exist upon said property; (7) not to diminish or impair the value of said property or to transfer or otherwise dispose of any part thereof, or any interest in and to said property or any portion thereof, or any apparatus, fixtures or equipment to be placed in or upon any building or improvement upon said property; (d) a sale, assign- ment or transfer of any right, title or interest in and to said property or any portion thereof, or any of the improvements, appara- tus, fixtures or equipment which may be found in or upon said property.

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A. THE MORTGAGOR COVENANTS:

3. All of the covenants and agreements in said note (which is made a part of this mortgage contract) and this mortgage of the security, interest and cost; and

2. Any additional advances made by the Mortgagee to the Mortgagor, or its successors in title, prior to the cancellation of this mortgage, provided that this mortgage shall not at any time secure more than THREE HUNDRED THIRTY THOUSAND AND 00/100 Dollars, which is payable as provided in said note until said indebtedness is paid in full.

1. The payment of a note and any renewals and extensions thereof, and the performance of the obligation therein con- tained executed and delivered concurrently herewith by the Mortgagor to the Mortgagee in the sum of THREE HUNDRED THIRTY THOUSAND AND 00/100 Dollars (\$330,000.00) Dollars, plus an advance necessary for the protection of the security, interest and cost; and

TO SECURE:

1. The payment of a note and any renewals and extensions thereof, and the performance of the obligation therein con- tained executed and delivered concurrently herewith by the Mortgagor to the Mortgagee in the sum of THREE HUNDRED THIRTY THOUSAND AND 00/100 Dollars (\$330,000.00) Dollars, plus an advance necessary for the protection of the security, interest and cost; and

2. Any additional advances made by the Mortgagee to the Mortgagor, or its successors in title, prior to the cancellation of this mortgage, provided that this mortgage shall not at any time secure more than THREE HUNDRED THIRTY THOUSAND AND 00/100 Dollars, which is payable as provided in said note until said indebtedness is paid in full.

3. All of the covenants and agreements in said note (which is made a part of this mortgage contract) and this mortgage of the security, interest and cost; and

TO HAVE AND TO HOLD the said property, with said appurtenances, apparatus and fixtures, unto said Mortgagee forever, for the uses herein set forth, free from all rights and benefits under any statute of limitations and under the Homestead Exem- tion Laws of the State of Illinois, which said rights and benefits the said Mortgagor does hereby release and waive.

Upon payment of the obligation hereby secured, and performance of all obligations under this mortgage and the note secured by it, said note shall be marked paid and delivered to the maker of the mortgage and the note.

A reasonable fee shall be paid for cancellation and release.

TOGETHER with the rents, issues and profits thereof which are hereby assigned, transferred and set over unto the Mort- gagee, whether now due or which may hereafter become due under or by virtue of any lease whether written or verbal, or any agreement for the use or occupancy of said property, or any part or parts thereof, 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; it being the intention hereby to establish an absolute transfer and assignment to the Mortgagee of all such leases and agree- ments existing or to hereafter exist for said premises, and to use such measures, legal or equitable, as in its discretion may be deemed proper or necessary to enforce the payment of such rents, issues and profits, or to secure and main- tain possession of said premises, or any portion thereof, and 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 pay- ment of all expenses, care and management of said premises, including taxes and assessments, and to the payment of any indebtedness secured hereby or incurred hereunder.

TOGETHER with all easements, 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 other services and any other thing now or hereafter installed thereon or thereon, including but not limited to, screens, window shades, storm doors and windows, floor coverings, screen doors, built-in beds, awnings, totes, built-in ovens, water heaters, washers, dryers and disposal units all of which are declared to be a part of said real estate whether physically attached thereto or not.

TOGETHER with all easements, 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 other services and any other thing now or hereafter installed thereon or thereon, including but not limited to, screens, window shades, storm doors and windows, floor coverings, screen doors, built-in beds, awnings, totes, built-in ovens, water heaters, washers, dryers and disposal units all of which are declared to be a part of said real estate whether physically attached thereto or not.

0721-04-610 NA Labor date

THE IRVING BANK
Chicago, Illinois 60634
N.A. Successor Trustee to
KASATILE NATIONAL TRUST, N.A.
KASATILE NATIONAL BANK, a national banking
association, as Trustee under Trust
Agreement dated April 20, 1989 and known as Trust Number 114330 and not personally
City of Chicago
County of Cook
as the Mortgagor, does hereby Mortgage and warrant to
THE IRVING BANK
in the State of Illinois, hereinafter referred to as the Mortgagee, the
following real estate, situated in the County of Cook
in the State of Illinois, to wit:
LOTS 10 AND 11 IN BLOCK 1 IN LINSOOTT'S RIDGELAND AVENUE SUBDIVISION OF THE SOUTH
1/2 OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 20, TOWNSHIP 40 NORTH,
RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.
PIN: 13-20-105-001 VOLUME NO.: 345.
Commonly known as: 3857 North Narragansett, Chicago, Illinois 60634



Prepared by: and mail to:
Gregory B. Whipple, VP
5900 W. Irving Park Rd.
Chicago, IL 60634

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92885689

UNOFFICIAL COPY

68958826

A.D. 19

day of

My commission expires the

Notary Public

A.D. 19

day of

GIVEN under my hand and notarial seal, this

release and waiver of the right of homestead.

and delivered the said instrument as free and voluntary act, for the uses and purposes therein set forth, including the

subscribed to the foregoing instrument appeared before me this day in person and acknowledged that signed, sealed

personally known to me to be the same person or persons whose name or names

in the State aforesaid, DO HEREBY CERTIFY that

_____ a Notary Public in and for said County,

County of

State of Illinois

)
) SS
)

(SEAL)

(SEAL)

(SEAL)

(SEAL)

A.D. 19 22
IN WITNESS WHEREOF, each of the undersigned has hereunto set his hand and seal this 12th day of November

(9) and the effective date of any such increase shall be the date of such transfer or conveyance

of interest in accordance with the foregoing provision, it shall give written notice specifying the new rate:

signed or any one or more of them, then the Mortgagee after such transfer of title shall have the right to adjust the annual rate

(8) That in the event the title shall be conveyed to any person or persons, firm, trust or corporation, other than the under-

executors, administrators, successors and assigns of the Mortgagor and the Mortgagee.

include the plural; that all rights and obligations under this mortgage shall extend to and be binding on the respective heirs,

requires, the masculine gender as used herein, shall include the feminine, and the singular number, as used herein, shall

Mortgagee, to require or enforce performance of the same or any other of said covenants; that wherever the context hereof

gages or performance of any covenant herein or in said obligation contained shall thereafter in any manner affect the right of

of the Mortgagee, whether herein or by law conferred, and may be enforced, concurrently therewith, that no waiver by the Mort-

(7) That each right, power and remedy herein conferred upon the Mortgagee is cumulative of every other right or remedy

sale; (2) the deficiency in case of a sale and deficiency.

The indebtedness secured hereby, or by any decree foreclosing this mortgage, or any tax, special assessment or other lien

which may be or become superior to the lien hereof or of such decree, provided such application is made prior to foreclosure

court from time to time may authorize the receiver to apply the net income in his hands in payment in whole or in part of: (1)

would be entitled to collect such rents, issues and profits, and all other powers which may be necessary or are usual in such

cases for the protection, possession, control, management and operation of the premises during the whole or part of said period. The

pendency of such foreclosure suit and, in case of a sale and a deficiency, during the full statutory period of redemption, whether

appointed as such receiver. Such receiver shall have power to collect the rents, issues and profits of said premises during the

value of the premises or whether the same shall be then occupied as a homestead or not, and the Mortgagee may be

regard to the solvency or insolvency of Mortgagor at the time of application for such receiver and without regard to the then

filed may appoint a receiver of said premises. Such appointment may be made either before or after sale, without notice, without

(6) Upon or at any time after the filing of a complaint to foreclose this mortgage the court in which such complaint is

appear.

on the note, fourth, any surplus to Mortgagor, the heirs, legal representative or assigns of the Mortgagor, as their rights may

the preceding paragraph hereof; second, all other items which under the terms hereof constitute secured indebtedness addi-

First, on account of all costs and expenses incident to the foreclosure proceedings, including all such items as are mentioned in

(5) The proceeds of any foreclosure sale of the premises shall be distributed and applied in the following order of priority:

hereof.

(c) preparations for the defense of any actual or threatened suit or proceeding which might affect the premises or the security

ment of any suit for the foreclosure hereof after accrual of such right to foreclose whether or not actually commenced; or

plaintiff, claimant or defendant, by reason of this mortgage or any indebtedness hereby secured; or (b) preparations for the com-

tion with (a) any proceeding, including probate and bankruptcy proceedings, to which the Mortgagee shall be a party, either as

and payable, with interest thereon at the highest rate permitted by Illinois law, when paid or incurred by Mortgagee in connec-

the nature in this paragraph mentioned shall become so much additional indebtedness secured hereby and immediately due

be had pursuant to such decree the true condition of the title to or the value of the premises. All expenditures and expenses of

Mortgagee may be deemed to be reasonably necessary either to prosecute such suit or to evidence to bidders at any sale which may

searches, and examinations, title insurance policies, Torrens certificates, and similar data and assurances with respect to title as

costs (which may be estimated as to items to be expended after entry of the decree) or procuring all such abstracts of title, title

for attorneys' fees, appraiser's fees, outlays for documentary and expert evidence, stenographic charges, publication costs and

indebtedness for sale all expenditures and expenses which may be paid or incurred by or on behalf of Mortgagee

the right to foreclose the lien hereof. In any suit to foreclose the lien hereof, there shall be allowed and included as additional

(4) When the indebtedness hereby secured shall become due whether by acceleration or otherwise, Mortgagee shall have

may also immediately proceed to foreclose this mortgage.

toward the payment of said mortgage indebtedness any indebtedness of the Mortgagee to the Mortgagor, and said Mortgagee

all sums secured hereby immediately due and payable, whether or not such default be remedied by the Mortgagor, and apply

affecting the lien hereby created or the priority of said lien or any right of the Mortgagee hereunder, to declare, without notice,

tract for deed, then and in any of said events, the Mortgagee is hereby authorized and empowered, at its option and without

custody of any court, or if the Mortgagor abandon any of said property, or if the Mortgagor shall sell said property under a con-

gagor shall make an assignment for the benefit of creditors or if the property of the Mortgagor be placed under control of or in

charge upon any of said property, or upon the filing of a proceeding in bankruptcy by or against the Mortgagor, or if the Mort-

ing any payment under said Note or any extension or renewal thereof, or if proceedings be instituted to enforce any other lien or

(3) That time is of the essence hereof and if default be made in performance of any covenant herein contained or in mak-

hereunder or upon the debt hereby secured;

extend time for payment of the debt secured hereby without discharging or in any way affecting the liability of the Mortgagor

reference to this mortgage and the debt hereby secured to the Mortgagor, deal with such successor or successors in interest with

(2) That in the event the ownership of said property or any part thereof becomes vested in a person or entity other than

under; that the Mortgagee shall not incur personal liability because of anything it may do or omit to do hereunder.

herein contained shall be construed as requiring the Mortgagee to advance any moneys for any purpose not to do any act here-

inquire into the validity of any lien, encumbrance or claim in advancing moneys in that behalf as above authorized, but nothing

of the rents or proceeds of the sale of said premises, if not otherwise paid; that it shall not be obligated upon the Mortgagee to

additional indebtedness secured by this mortgage and may be included in any decree foreclosing this mortgage and be paid out

and such moneys together with interest thereon at the highest rate for which it is then lawful to contract shall become so much

and that the Mortgagee will immediately repay any money paid or disbursed by the Mortgagee for any of the above purposes,

in or title to the premises subsequent to the date of this mortgage.

(9) * Mortgagor hereby waives any and all rights of redemption from sales under any order of decree or foreclosure of this mortgage on its own behalf and on behalf of the trust estate and all persons beneficially interested therein and every person except any decree or judgment creditors of mortgagor who have acquired any interest

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THIS MORTGAGE is executed by ~~LASALLE NATIONAL TRUST, N.A.~~ Successor Trustee to LASALLE NATIONAL BANK, a national banking association, not personally, but as Trustee as aforesaid in exercise of the power and authority conferred upon and vested in it as such Trustee and is expressly understood and agreed that nothing herein or in said Note contained shall be construed as creating any liability on the said Trustee or on ~~LASALLE NATIONAL BANK~~, a national banking association, 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 Trustee and by every person now or hereafter claiming any right or security hereunder, and that so far as the Trustee and its successors and said ~~LASALLE NATIONAL BANK~~, a national banking association, not 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 hereunder conveyed for the payment thereof, by the enforcement of the lien hereby created, in manner herein and in said Note provided or by action to enforce the personal liability of the guarantor(s)/co-maker(s), if any.

IN WITNESS WHEREOF, ~~LASALLE NATIONAL TRUST, N.A.~~ Successor Trustee to LASALLE NATIONAL BANK, a national banking association, not personally, but as Trustee as aforesaid, has caused these presents to be signed by one of its Trust Officers or Secretaries and its corporate seal to be hereunder affixed and attested by its Assistant Trust Officer the day and year first written above.

~~LASALLE NATIONAL TRUST, N.A.~~ Successor Trustee to LASALLE NATIONAL BANK, a national banking association, as Trustee and not personally

By: [Signature] VICE PRESIDENT

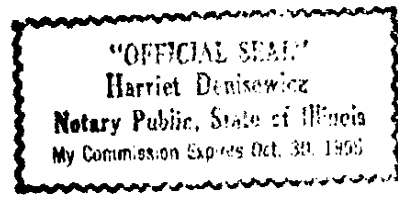
Attest: [Signature] ASSISTANT SECRETARY

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, the undersigned, a Notary Public in and for the County and State aforesaid DO HEREBY CERTIFY that the above-named Corinne Bak and SUGAN M. LOGAN of ~~LASALLE NATIONAL BANK~~, a national banking association, are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such VICE PRESIDENT and ASSISTANT 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 ~~LASALLE NATIONAL BANK~~, a national banking association, as trustee, for the uses and purposes therein set forth; and that the said VICE PRESIDENT then and there acknowledged that said ASSISTANT SECRETARY, as custodian of the corporate seal of ~~LASALLE NATIONAL BANK~~, a national banking association, he she did affix said corporate seal of the said ~~LASALLE NATIONAL BANK~~, a national banking association, to said instrument as his her own free and voluntary act and as the free and voluntary act of said ~~LASALLE NATIONAL BANK~~, a national banking association, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal, this 28th day of November, 1992.

[Signature]
Notary Public



MAIL TO
IRVING BANK
5900 W. IRVING PARK ROAD
CHICAGO, IL 60634
ATTN: GREG WAPPLE

94-04-660 NA

92885689

UNOFFICIAL COPY

Property of Cook County Clerk's Office