

UNOFFICIAL COPY

(Corporate Trustee Form)

Loan No. 01-30471-11

92175791

BOX 333 - TH

Handwritten initials/signature

73-44-599J

THIS INDENTURE WITNESSETH: That the undersigned  
FIRST FEDERAL TRUST COMPANY, E/K/a AVENUE BANK & TRUST COMPANY OF OAK PARK  
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 January 11, 1977 and known as trust number  
1594 hereinafter referred to as the Mortgagor, does hereby Mortgage and Warrant to

HOYNE 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 17 in Block 4 in Krenn and Dato's  
Crawford and Peterson Addition to North Edgewater, a Subdivision of the North East Fractional  
1/4 (except the North 42 rods thereof) and the Fractional South East 1/4 of Section 3,  
Township 40 North, Range 13 East of the Third Principal Meridian, lying North of the  
Indian Boundary line (except from the above described tract of land that part thereof  
that lies South of a line that is 100 feet North of and parallel to the South line of  
Peterson Avenue, extended West also except the right of way of the Chicago and Northwestern  
Railway Company) in Cook County, Illinois.  
Permanent Index #13-03-213-016

Together with all buildings, improvements, fixtures or appurtenances now or hereafter erected thereon or placed thereon, including all apparatus, equipment,  
fixtures or articles, whether in single or in centrally controlled used to furnish heat, gas, air conditioning, water, light, power, refrigeration, ventilation or  
other services, and all other thing now or hereafter thereon or thereon, the furnishing of which by lessors is customary or appropriate, including  
switches, wiring, thermostats, alarm devices and switches, floor coverings, screens, doors, in a door bells, awnings, stairs and water fixtures, 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 and premises which are hereby pledged, assigned, transferred and set over into the Mortgage, 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, all said buildings, improvements, fixtures, appurtenances, apparatus, and equipment and with all the rights  
and proceeds thereunto belonging unto and to the Mortgagee forever, for the use hereon set forth, free from all rights and benefits under the homestead, exemption  
and valuation laws of any state, which said rights and benefits, said Mortgagee 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 FIVE THOUSAND AND NO/100ths----- Dollars

\$ 35,000.00, which Note, together with interest thereon as herein provided, is payable in monthly installments of

THREE HUNDRED TWENTY NINE AND 45/100ths----- Dollars

329.45 -----  
First day of April, 1992

which payments are to be applied first to interest, and the balance to principal, until such indebtedness is paid in full.

(2) any advances made by the Mortgagee to the Mortgagor, in its discretion, for any purpose, at any time before the release and cancellation of  
this Mortgage, but in no event shall this Mortgage secure advances on account of said original Note together with such additional advances, in a sum in  
excess of THIRTY FIVE THOUSAND AND NO/100ths----- Dollars, \$ 35,000.00, provided that, nothing herein contained shall be considered as limiting the amounts that the U.S. secured hereby when advanced to protect the security of an  
advance 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 as herein to any agreement extending the time of pay-  
ment thereof, (2) To pay, when due and before any penalty attaches thereto all taxes, special taxes, special assessments, water charges, and sewer service  
charges on said property, including those hereinafter due, and to furnish Mortgagee, upon request, duplicate receipts therefor, and all such items re-  
quired to maintain said property, shall be considered deemed valid for the purpose of this requirement, (3) To keep the improvements now or hereafter upon said  
property in good repair, to be and to be kept in good repair, as the Mortgagee may require, (4) To provide public liability insurance and  
any other insurance as the Mortgagee may require, until such indebtedness is fully paid, or in case of foreclosure, until expiration of the period of redemption,  
and for the full amount of the value thereof in such companies, (5) Until such agents of brokers, and in such form as shall be satisfactory to the Mortgagee, such  
insurance policies shall remain with the Mortgagee during said period of periods, and contain the usual clause and to pay to the Mortgagee making them  
available to the Mortgagee, and in case of fire, to cause sale payable to the owner of the certificate of sale name of an assignee, any receiver or redemptioner,  
or any assignee in a Master's or Commissioner's sale, and in case of loss under such policies, the Mortgagee is authorized to adjust, collect and compromise,  
in its discretion, all claims thereunder, and to receive and deliver on behalf of the Mortgagor, all necessary proceeds of fire, theft, water, liability, automobile  
and apparatus, required to be secured by the mortgage company, and the Mortgagor agrees to sign upon demand, all receipts, notices and releases required  
of him to be given 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 upon the indebtedness hereby secured in its discretion, but monthly payments shall continue until said indebtedness is paid in full, (6) To insure  
dwelling against destruction or damage, to commence and promptly complete the rebuilding or restoration of buildings 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, (7) To  
keep said property in good condition and repair, without waste, and free from any encumbrances or other lien or claim of lien not expressly subordinated to the  
lien hereof, (8) 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 or  
omission to act, (9) To comply with all requirements of law with respect to mortgaged premises and the use thereof, (10) Not to make any lien or permit, with-  
out the written permission of the Mortgagee being first had and obtained, for any use of the property for any purpose other than that for which it is now  
used, (11) No alterations of the improvements, apparatus, appurtenances, fixtures or equipment now or hereafter upon said property, to be purchased on credit  
time, or to be placed on a lien, or to be secured in the manner of any apparatus, fixtures or equipment to be placed in or upon any buildings or  
improvements on said property.

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 amounts required or accepted, the undersigned promises to pay monthly to the Mortgagee, in addition to the above payments, a sum estimated to be  
equivalent to one-twelfth of a percent, who payments may, at the option of the Mortgagee, be held by it and commingled with other such funds of its  
own funds for the payment of such items, (2) be carried in a savings account and withdrawn by it to pay such items, or (3) 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 advanced to be sufficient to pay said items is not sufficient, the undersigned promises to pay the difference upon demand. If such items  
are held or carried in a savings 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 Mortgagor 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 advances 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 interest 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 default in performing any of the covenants herein, Mortgagee may, in its discretion, in its behalf, and on Mortgagee's behalf, (1) to pay to the Mortgagor, or any other person, any of the above payments and such monies together with interest thereon at the highest rate for which it is then lawful to contract shall become so much addi-  
tional indebtedness secured by this mortgage with the same priority as the original indebtedness and may be included in any decree hereunder this mortgage  
and be paid out of the rents or proceeds of sale of said premises if an otherwise paid, that it shall not be obligatory upon the Mortgagee to inquire into the  
validity of any lien, encumbrance or claim in advance of monies as above authorized, but nothing herein contained shall be construed as requiring the Mortgagee  
to advance any monies for any purpose not 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.

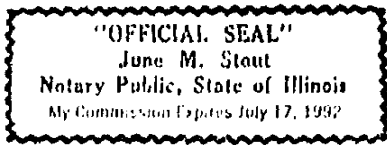
F. That in the event the ownership of said property or any part thereof becomes vested in a person other than the Mortgagor, the Mortgagee may, without  
notice to the Mortgagor, deal with such successor or successors in interest with reference to this mortgage and the debt hereby secured in the same manner as  
with the Mortgagor, and may (together to sue or may extend time for payment of the debt, secured hereby, without discharging or in any way affecting the  
liability of the Mortgagor hereunder or upon the debt secured.

G. That time is of the essence hereof and if default be made in performance of any covenant herein contained or in making any payment under said note  
or obligation or any extension or renewal thereof, or if proceedings be instituted to enforce any other lien or charge upon any of the property or upon the  
title of a piece of real estate owned by or against the Mortgagor, or if the Mortgagor shall make an assignment for the benefit of his creditors or if his property  
be placed under control of a receiver of any court, or if the Mortgagor abandon any of said property, then and in any of said events, the Mortgagee is  
hereby authorized and empowered, at its option and without affecting the lien hereby created or the priority of said lien or any right of the Mortgagee here-  
under to declare without notice, all sums secured hereby immediately due and payable, whether or not such default be remedied by Mortgagor, and apply  
toward the payment of said mortgage indebtedness any indebtedness of the Mortgagor to the Mortgagee, and said Mortgagee may also immediately proceed to  
foreclose this mortgage, and in any foreclosure sale may be made of the premises en masse without offering the several parts separately.

H. In lieu thereof, the mortgagee may accelerate all installment payments due and demand full payment upon the sale or transfer of the mortgaged property in any case where the transfer is made without the written permission of consent  
of the mortgagee.

92175791

92175791 1992 MAR 13 11:12:02



Notary Public June M. Stout My Commission Expires July 17, 1997

GIVEN under my hand and Notarial seal, this 3rd day of March, A.D. 1992

Witness WHEREOF, the undersigned corporation, not personally but its trustee as aforesaid, has caused these presents to be signed by its Trustee OFFICER and its corporate seal to be hereunto affixed and attested by its Asst.

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At Test, FIRST COLONIAL TRUST COMPANY, Trustee OFFICER, and its corporate seal to be hereunto affixed and attested by its Asst.

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