

MORTGAGE

02253262

THIS INDENTURE WITNESSETH: That the undersigned

COSMOPOLITAN BANK AND TRUST

a corporation organized and existing under the laws of the United States of America, 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 July 5, 1988, and known as trust number 28717, hereinafter referred to as the Mortgagor, does hereby Mortgage and Warranty to 1st Security Federal Savings Bank 936 N Western Ave Chicago IL 60622

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:

Lot 79 in the Reubdivision of Block 3 (except the East 67 feet thereof) in Wright and Wabner's Subdivision of the Northeast 1/4 of Section 12, Township 35 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

PIN # 16-12-205-039-0000 Property address: 2620 W Huron, Chicago IL 60622

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DEPT-01 RECORDING 227.00 T#2222 TRAM 2145 04/20/92 09154100 #2062 : B N - 92 - 253262 COOK COUNTY RECORDER

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 thereon 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 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.

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 One hundred twenty thousand and 00/100 Dollars (\$ 120,000.00), which note together with interest thereon as provided by said note, is payable in monthly installments of One thousand one hundred eighty one and 69/100 DOLLARS (\$ 1,181.69) on the first day of each month, commencing with MAY 1, 1992 until the entire sum is paid.

Prepared by: 1ST SECURITY FEDERAL SAVINGS BANK 936 N Western Av Chicago, IL 60622

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.

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(2) 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 Mortgagor 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 receiver shall be appointed before the sale of the premises, and shall be a trustee for the Mortgagor, and shall have the same powers, duties and liabilities as a receiver appointed by the court in a foreclosure proceeding, and shall be allowed for his services and expenses a reasonable sum to be determined by the court.

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

(4) That time of the essence hereof, and it shall be made in performance of any covenant herein contained or in making any payment under and note or obligation or any extension or renewal thereof, or if proceedings be instituted to enforce any other lien or charge upon any real property, or upon the thing of a predecessor, or if the property be placed under control of or in the custody of any court or officer of the government, or if the Mortgagee abandon any or all 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 hereunder, to declare, without notice and without secured hereby immediately due and payable, whether or not such debt shall be deemed to be in default, and apply toward the payment of said mortgage indebtedness any indebtedness of the Mortgagor, and said Mortgagee may without waiting the several parts separately;

(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 Mortgagor 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 receiver shall be appointed before the sale of the premises, and shall be a trustee for the Mortgagor, and shall have the same powers, duties and liabilities as a receiver appointed by the court in a foreclosure proceeding, and shall be allowed for his services and expenses a reasonable sum to be determined by the court.

(6) That in the event of failure to perform any of the covenants herein, the Mortgagee may do on the Mortgagor's behalf everything so contemplated that the Mortgagee may, at its option, and without notice to the Mortgagor, and such money shall be paid to the Mortgagee in full for the debt hereby secured, and the Mortgagee shall be deemed to have advanced to the Mortgagor at the date hereof or at a later date, or having been advanced earlier, the principal sum of the indebtedness advanced made at a later date, which advances shall in no event operate to make the principal sum of the indebtedness greater than the original principal amount plus any amount or amounts that may be added to the mortgage indebtedness under Section A (2) above, or for either purpose;

B. THE MORTGAGOR FURTHER COVENANTS:

(1) That in the event of failure to perform any of the covenants herein, the Mortgagee may do on the Mortgagor's behalf everything so contemplated that the Mortgagee may, at its option, and without notice to the Mortgagor, and such money shall be paid to the Mortgagee in full for the debt hereby secured, and the Mortgagee shall be deemed to have advanced to the Mortgagor at the date hereof or at a later date, or having been advanced earlier, the principal sum of the indebtedness advanced made at a later date, which advances shall in no event operate to make the principal sum of the indebtedness greater than the original principal amount plus any amount or amounts that may be added to the mortgage indebtedness under Section A (2) above, or for either purpose;

(2) To keep said premises in good condition and repair, without waste, and free from any mechanics, or other lien or claim of lien not expressly subordinated to the lien hereof;

(3) To complete within a reasonable time any buildings or improvements now or hereafter on the premises which may become damaged or destroyed;

(4) To promptly repair, restore or rebuild any buildings or improvements now or hereafter on the premises which upon said premises;

(5) To complete within a reasonable time any buildings or improvements now or at any time in process of erection upon said premises;

(6) To keep said premises in good condition and repair, without waste, and free from any mechanics, or other lien or claim of lien not expressly subordinated to the lien hereof;

(7) To promptly repair, restore or rebuild any buildings or improvements now or hereafter on the premises which may become damaged or destroyed;

(8) To complete within a reasonable time any buildings or improvements now or at any time in process of erection upon said premises;

A. THE MORTGAGOR COVENANTS:

(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 herefore due, the monthly payments provided by said note in anticipation of such taxes and charges to be applied (hereof), and to furnish the 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.

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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 thereof 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 surplus, 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 Cosmopolitan Bank & Trust, 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 as Cosmopolitan Bank & Trust 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 Cosmopolitan Bank & Trust, 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 Mortgagor and by every person now or hereafter claiming any right or security hereunder, and that so far as Cosmopolitan Bank & Trust, 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, by action to enforce the personal liability of the guarantor, if any.

Upon the sale or transfer of the mortgage property or an assignment of beneficial interest in said property without written consent of the mortgagor, the mortgagor is authorized to declare without notice all sums secured hereby immediately due and payable.

IN WITNESS WHEREOF, Cosmopolitan Bank and Trust not personally but as Trustee as aforesaid, has caused these presents to be signed by its Vice President, and its corporate seal to be hereunto affixed and attested by its Trust Officer Secretary, this 24th day of March, A. D. 19 92.

ATTEST:
For signatures and exculpatory provisions see rider attached which is expressly incorporated herein and made a part hereof.

As Trustee as aforesaid and not personally
By President

STATE OF ILLINOIS }
COUNTY OF _____ } ss.

I, _____ a Notary Public, in and for said County, in the state aforesaid, DO HEREBY CERTIFY, THAT _____, President of _____, and _____, 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 _____ President, and _____ 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 _____ Secretary then and there acknowledged that _____ as custodian of the corporate seal of said corporation, did affix said seal to said instrument as _____ 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 _____ day of _____, A. D. 19 _____

My commission expires _____
Notary Public

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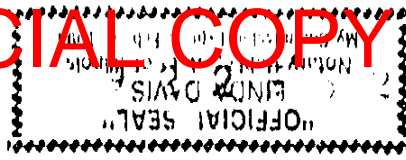
Box.....

MORTGAGE

to

Property of Cook County Clerk's Office

Loan No.



I, the undersigned, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY that the above named XXXXXXXX Vice President and Trust Officer of COSMOPOLITAN BANK AND TRUST, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such XXXXXXXX Vice President and Trust Officer 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 COSMOPOLITAN BANK AND TRUST for the uses and purposes therein set forth, and the said Trust Officer then and there acknowledged that said Trust Officer as custodian of the corporate seal of said COSMOPOLITAN BANK AND TRUST caused the corporate seal to be affixed to said instrument as said Trust Officer's own free and voluntary act and as the free and voluntary act of said COSMOPOLITAN BANK AND TRUST for the uses and purposes therein set forth.

STATE OF ILLINOIS
) SS
COUNTY OF COOK

ATTEST:
BY: Alvin M. Black Trust Officer
XXXXXXXXXX Vice President
COSMOPOLITAN BANK AND TRUST, Successor Trustee
to THE COSMOPOLITAN NATIONAL BANK OF CHICAGO,
as Trustee, as aforesaid and not personally,

IN WITNESS WHEREOF, COSMOPOLITAN BANK AND TRUST, not personally but as Trustee as aforesaid, has caused these presents to be signed by its XXXXXXXX Vice President and its corporate seal to be hereunto affixed and attested by its Trust Officer this 24th day of March, 1992.

This mortgage is executed by COSMOPOLITAN BANK AND TRUST 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 COSMOPOLITAN BANK AND TRUST 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 COSMOPOLITAN BANK AND TRUST either individually or as Trustee as aforesaid, personally to pay the said 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 expressly waived by the Mortgage and by every person now or hereafter claiming any right or equity hereunder, and that so far as COSMOPOLITAN BANK AND TRUST, either individually or as Trustee as aforesaid, or its successors, personally are concerned, the legal holder or holders of said note and the owner or owners of any indebtedness (including 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. Signatures of the Trustee expressly exclude covenant of mortgagor pursuant to Section 4, Paragraph 2 of this Mortgage as well as any and all other provisions which may be contained herein with respect to the condition of the premises. Trustee does not warrant or warrant that the premises are free from any hazardous substances, or that the premises are in compliance with the terms of any environmental act, including but not limited to the Comprehensive Environmental Response, Liability and Compensation Act, the Resource Conservation and Recovery Act and/or the Environmental Protection Act.

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