

**UNOFFICIAL COPY**

For purposes of this document references  
to Oak Park Trust & Savings Bank shall be  
deemed interchangeable with First Chicago  
Trust Company of Illinois.

9377-3967

**MORTGAGE**

" FIRST CHICAGO TRUST COMPANY OF ILLINOIS, or successor to

THIS INDENTURE WITNESSETH: That the undersigned \* Oak Park Trust and Savings 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 January 29, 1985  
, and known as trust number 9446 , hereinafter referred to  
as the Mortgagor, does hereby Mortgage and Warranty to Selfreliance Ukrainian Federal Credit Union  
Convey

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 101 (Except the West 4.89 Feet thereof) and the West 11.44 Feet  
of Lot 102 in the Subdivision of Block 5 in Sufferns Subdivision of the South West  
1/4 of Section 6, Township 39 North, Range 14 East of the Third Principal Meridian, in  
Cook County, Illinois.

Property Address: 2318 W. Augusta Blvd., Chicago, IL 60622

Permanent Tax No.: 17-06-312-026-0000

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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 therein 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 Mortgagor 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 it, 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 Eighty Seven Thousand Five Hundred and 00/100 Dollars (\$ 187,500.00)

which note together with interest thereon as provided by said note, is payable in monthly installments of

One Thousand Four Hundred Forty Seven and 16/100 DOLLARS (\$ 1,447.16 )  
on the 1st day of each month, commencing with October 1, 1993 with a final payment of  
the balance of principal and interest due, unless sooner paid, on September 1, 2000

In the event of sale, transfer or assignment of all or any part of the mortgagor's interest, or all or any part of the interest of any of mortgagor's beneficiaries in the real estate herein described, the entire balance then due on the note secured by this mortgage shall immediately become due and payable.

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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amount, which may be paid or reimbursed by the grantee for travel, meals, lodging, fees, telephone calls, publication costs and costs (which may be estimated as 10 to 15 percent of the direct costs) of preparation of reports, examinations and researches, and expenses of travel, publication, distribution, preparation of abstracts of titles, and preparation of the records of the depository.

in the lease described or sale all expenditures together with interest thereon at the rate of per  
the lessor hereof, and upon demand therefor, to pay all expenses, three shall be allowed and included as an additional independent expense

(5) That upon the commencement of any foreclosure proceeding hereunder, the court in which such bill is filed may without ordering the several parts separately, also immediately proceed to foreclose this mortgage, and in any foreclosure a sale may be made of the premises en masse

then and in any of said events, the Mortgagee hereby authorizes and empowers, at its option, and without notice to the Debtor, to sell or any indebtedness of said Debtor, whether or not such debt be remedied by Mortgage, and apply toward the payment of said mortgage indebtedness any indebtedness of the Debtor to the Mortgagee, and said Mortgagee may seek recovery hereby mentioned and payable, whether or not such debt be remedied by Mortgage, and apply toward the payment of said mortgage indebtedness any indebtedness of the Debtor to the Mortgagee, and said Mortgagee may

(4) That time is of the essence hereof, and it default be made in performance of any covenant herein contained or in

(3) That in the event that the ownership of said property or any part thereof becomes vested in a person other than the Mortgagor, deal with such successors or successors in interest with the Mortgagor, and may affect the liability of the mortgagor to this mortgagee and the debt hereby created in the same manner as with the Mortgagor.

Advances made at a later date, which advances shall be no greater than the principal plus any amount of amounts that may be added to the mortgage indebtedness under the terms of this mortgage for the purpose of protecting the security and for the purpose of paying premiums under Section A(2) above, or for either purpose;

(2) That it is the intent hereof to secure payment of said note whether the entire amount shall have been advanced under

out in the terms of procedures or series of steps or standard processes in their own unique way; and, this is what distinguishes them from the more generalised, but nothing less important, general principles.

### B. THE MORTGAGE FURTHER COVENANTS

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(9) This addendum further shall provide for contracts of insurance upon his life and disability insurance insuring the sum of \$10,000.00 per month for a period of one year, to be paid by the surety company for such services and without charge, in the amount of the principal indebtedness secured by this mortgage, to be repaid in the same manner and without charge, in the amount of the monthly payments, unless such change is by mutual consent.

of equipment to be placed in or upon any building or improvement on said property.

(1) To copy and/or reproduce all or any part of the written permission to the mortgaged premises and the use thereof.

(6) Not to subdivide or otherwise partition any unallowable use of or any nuisance to exist on said property nor to diminish nor impair its value by any such action.

(5) To keep said engine in good condition and repair, without waste, and free from any mechanic's, or other lien or claim of less than one dollar, by owner furnished to the lessor before;

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

(4) To provide, restore or rebuild any buildings or improvements now or hereafter on the premises which

The following up-keep of the apparatus, and regular inspection of it, will be necessary to insure its proper operation:

The Mergers and Acquisitions section should contain a clause stating that the parties will make payment to the seller in case of loss under such policies.

(2) The keeper of the boat or vessel or the person in charge of the boat or vessel shall be liable for damage by fire or explosion to any property in the cargo or in the hold or deck of the boat or vessel.

As far as possible, debts, taxes and charges against said property, including those heretofore due, (the amounts of which are set forth in Schedule A) and all such items extended against said property, shall be considered as having been paid for the purpose of this requirement.

#### A. THE MORTGAGE COVENANTS:

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Torrens certificates and similar data and assurances with respect to title as Mortgagor 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 overplus, 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 Mortgagor is cumulative of every other right or remedy of the Mortgagor, whether herein or by law conferred, and may be enforced concurrently therewith; that no waiver by the Mortgagor of performance of any covenant herein or in said obligation contained shall thereafter in any manner affect the right of the Mortgagor 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 Mortgagor; and that the powers herein mentioned may be exercised as often as occasion therefor arises.

(7) This mortgage is executed by Oak Park Trust and Savings Bank not personally but as Trustee as aforesaid in the exercising of the power and authority conferred upon and vested in it as such Trustee (and said Oak Park Trust & Savings 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 Oak Park Trust and Savings Bank, 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

Oak Park Trust & Savings Bank, either individually or as Trustee aforesaid, or its successors, 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 hereby conveyed for the payment thereof; and 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.

93775967

IN WITNESS WHEREOF, Oak Park Trust and Savings Bank 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 Assistant Secretary, this 15th day of September, A. D. 19 93.

ATTEST:

  
Dennis John Carrara  
Assistant Secretary

FIRST CHICAGO TRUST COMPANY OF ILLINOIS

As Trustee as aforesaid and not personally

By   
Margaret O'Donnell  
Vice President

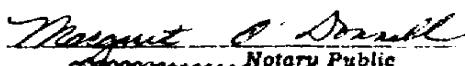
STATE OF ILLINOIS  
COUNTY OF Cook } ss.

I, Margaret O'Donnell, a Notary Public, in and for said County, in the state aforesaid,  
DO HEREBY CERTIFY, THAT Richard C. Wolff, Vice President of FIRST CHICAGO TRUST COMPANY OF ILLINOIS, and

Dennis John Carrara Assistant, 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 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 corporation, as Trustee as aforesaid for the uses and purposes therein set forth; and the said Assistant Secretary then and there acknowledged that they, as custodian of the corporate seal of said corporation, did affix said seal to 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.

GIVEN under my hand and Notarial Seal, this 15th day of September, A. D. 19 93.

My commission expires 5-10-97

  
Margaret O'Donnell  
Notary Public  
OFFICIAL SEAL  
MARGARET O'DONNELL  
NOTARY PUBLIC, STATE OF ILLINOIS  
MY COMMISSION EXPIRES 05-10-97

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Box.....

## MORTGAGE

MAIL TO :

SELF RELIANCE URBAN  
FEDERAL CREDIT UNION  
2351 W. CHICAGO AVE  
CHICAGO, IL 60622

BOX 333 - TH

Loan No. ....

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