

# UNOFFICIAL COPY

## MORTGAGE

93778016

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 NOVEMBER 22, 1977, and known as trust number 2385H, hereinafter referred to as the Mortgagor, does hereby Mortgage and Warrant to

**1ST SECURITY FEDERAL SAVINGS BANK**

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:

LOTS 3, 4, 5 AND 6 IN BLOCK 2 IN HOFFMAN'S SUBDIVISION OF THE WEST 1/3 OF THE WEST 1/2 OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 21, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

PIN # 13 21 306 001

Property Address: 5349-51 W Eddy - 3517 W Long, Chicago, IL 60641

DEPT-11 RECORD-1 927.00  
765855 TRAN 1982 09/28/93 1514700  
98074 # \*-93-778016  
COOK COUNTY RECORDER

93778016

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, afoves 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 such 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 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 EIGHTY FIVE THOUSAND and 00/100 Dollars (\$85,000.00), which note together with interest thereon as provided by said note, is payable in monthly installments of SIX HUNDRED EIGHTY FOUR and 44/100 DOLLARS (\$ 684.44) on the 1st day of each month, commencing with November 1, 1993 until the entire sum is paid.

Prepared by: **1st Security Federal Savings Bank**  
936 North Western Avenue  
Chicago, IL 60622

2700  
[Signature]

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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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 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 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 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 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 Mortgagee and by every person now or hereafter claiming any right or security hereunder, and that so far as **COSMOPOLITAN BANK AND 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 or 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 MORTGAGEE, THE MORTGAGEE 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 **Trust Officer**, **President**, and its corporate seal to be hereunto affixed and attested by its **Land Trust Administrator**, **Secretary**, this **8th** day of **September**, A. D. 19 **93**.

ATTEST: **Cosmopolitan Bank and Trust**  
As Trustee as aforesaid and not personally  
By **Ann Hucek Burress**, **Trust Officer**  
**Jackie Wiszowaty**, **Land Trust Administrator**

STATE OF ILLINOIS }  
COUNTY OF Cook } SS.

I, **Teri M. Doran**, a Notary Public, in and for said County, in the state aforesaid, DO HEREBY CERTIFY, THAT **Ann Hucek Burress, Trust Officer**, **President** of **Cosmopolitan Bank and Trust**, and **Jackie Wiszowaty**, **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 **Trust Officer** 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 **Ann Hucek Burress** then and there acknowledged that she, as custodian of the corporate seal of said corporation, did affix said seal to said instrument as **her** 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 **8th** day of **September**, A. D. 19 **93**

\* **Land Trust Administrator**  
My commission expires \_\_\_\_\_  
" OFFICIAL SEAL " **Teri M. Doran**  
TERI M. DORAN  
NOTARY PUBLIC, STATE OF ILLINOIS  
MY COMMISSION EXPIRES 6/9/96  
Notary Public

93775016

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Box.....

**MORTGAGE**

to

Property of Cook County Clerk's Office

Loan No. ....

93775016

