

# UNOFFICIAL COPY

93089891

## MORTGAGE

THIS INDENTURE WITNESSETH: That the undersigned, SOUTH HOLLAND TRUST AND SAVINGS BANK,

a corporation duly organized and existing under and by virtue of 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 said Company in pursuance of a Trust Agreement dated JULY 17, 1990 and known as trust number 9847 herein referred to as the Mortgagor, does hereby Mortgage and convey to

FIRST SAVINGS AND LOAN ASSOCIATION OF SOUTH HOLLAND

an Illinois corporation doing business in the Village of South Holland, County of Cook, State of Illinois (hereinafter, called the "Lender");

WHEREAS, pursuant to the provisions of a certain Note, of even date herewith, between the Grantors and Lender, Grantors are justly indebted in the sum of FOURTEEN THOUSAND ONE HUNDRED AND NO/100THS (\$14,100.00) to the Lender which indebtedness is payable monthly with the full debt if not paid earlier, due and payable on FEBRUARY 1, 2003 at the offices of FIRST SAVINGS AND LOAN ASSOCIATION OF SOUTH HOLLAND, 475 E. 162nd Street, South Holland, Illinois.

NOW, THEREFORE, to secure the payment, in accordance with the provisions of the Note, of said indebtedness, and any and all other indebtedness whether by way of modification, renewal, extension, future advances or otherwise (hereinafter called the "Indebtedness") and the performance of all other covenants, agreements and obligations of the Grantors under the Note and hereunder, the Grantors hereby

CONVEY and WARRANT to the Lender the following described real estate (hereinafter called the "premises") situated in the VILLAGE of LANSING county of COOK, State of Illinois, to wit:

THE WEST 85.0 FEET OF THE EAST 1051.0 FEET OF THE NORTH 132.0 FEET OF LOT 4 IN THE SUBDIVISION OF THE SOUTH EAST 1/4 OF THE SOUTH EAST 1/4 AND THE SOUTH 1/2 OF THE NORTHEAST 1/4 OF THE SOUTH EAST 1/4 EXCEPT THE NORTH 8 RODS OF THE EAST 80 RODS OF THE SOUTH 1/2 OF THE NORTHEAST 1/4 OF THE SOUTH EAST 1/4 ALL IN SECTION 25, TOWNSHIP 36 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PERMANENT INDEX NO: 29-25-408-030-0000

PROPERTY ADDRESS: 2246 177TH STREET, LANSING, IL 60438

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THIS INSTRUMENT PREPARED BY: LAURIE BOOMSMA  
FIRST SAVINGS AND LOAN ASSOC. OF SOUTH HOLLAND  
475 E. 162ND STREET, SOUTH HOLLAND IL 60473



together with all improvements, tenements, easements, fixtures and appurtenances now or hereafter thereto belonging, including all heating, air-conditioning, gas and plumbing apparatus and fixtures, and everything appurtenant thereto, and all rents, issues and profits thereof or therefrom; hereby releasing and waiving any and all rights under and by virtue of the homestead exemption laws of the State of Illinois.

The Grantors covenant and agree: (1) to pay the Indebtedness, with interest thereon; (2) to pay, before any penalty attaches, all taxes and assessments against said premises, and on demand to exhibit receipts therefor; (3) within sixty days after any destruction or damage, to rebuild or restore all buildings and improvements on the premises that may have been destroyed or damaged; (4) that waste to the premises shall not be committed or suffered; (5) to keep all buildings and other improvements now or hereafter on the premises insured against such risks, for such amounts and with such companies and under such policies and in such form, all as shall reasonably be satisfactory to the Lender, which policies shall provide that loss

LOAN NO. 50420-2.4

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Before releasing this Mortgage, the Lender or its Successor shall receive for its services a fee as determined by its rate schedule in effect when the release deed is issued.

The Grantors further agree that all expenses and disbursements paid or incurred on behalf of the Lender in connection with the foreclosure hereof (including reasonable attorneys' fees, appraisals, outlays for documentary evidence, stenographers' charges and cost of procuring or completing abstract showing the whole title of said premises embracing foreclosure decree) shall be paid by the Grantors; and the like expenses and disbursements, occasioned by any suit or proceeding wherein the Lender, as such, may be a party, shall also be paid by the Grantors. All such expenses and disbursements shall be an additional lien upon the premises, and shall be taxed as costs and included in any decree that may be rendered in such foreclosure proceedings; which proceedings, whether decree of sale shall have been entered or not, shall not be dismissed, nor release thereof given, until all such expenses and disbursements, and the costs of suit, including attorneys' fees, have been paid. The Grantors, for the Grantors and for the heirs, executors, administrators, successors and assigns of the Grantors, waive all right to the possession of and income from the premises pending such foreclosure proceedings, and agree that, upon the filing of any complaint to foreclose this Mortgage, the court in which such complaint is filed may at once, and without notice to the Grantors, or to any party claiming under the Grantors, appoint a receiver to take possession or charge of the premises with power to collect the rents, issues and profits of the premises.

The Grantors further agree that, in the event of a breach of any of the aforesaid covenants or agreements, or of any covenants or agreements contained in the Note, the indebtedness secured hereby shall, at the option of the Lender, without demand or notice of any kind, become immediately due and payable and shall be recoverable by foreclosure hereof, or by suit at law, or both, to the same extent as if such indebtedness had been matured by its express terms.

The Grantors further agree that, in the event of any failure to insure or pay taxes or assessments, or pay the indebtedness secured by any prior encumbrances, either the Lender may, from time to time, but need not, procure such insurance, or pay such taxes or assessments, or discharge or purchase any tax lien or title affecting the premises, or pay the indebtedness securing any prior encumbrance on the premises; and the Grantors agree to reimburse the Lender, on the case may be, upon demand, for all amounts so paid, together with interest thereon at a rate equal to that above the rate on the Note from the date of the payment to the date of reimbursement, and the same shall be so much additional indebtedness secured hereby.

The Grantors further agree not to create, effect or consent to or shall not suffer or permit any conveyance, sale, assignment, transfer, lien, pledge, mortgage, security interest or other encumbrance or alienation of the premises or any part thereof, whether effected directly, indirectly, voluntarily or involuntarily, by operation of law or otherwise, without the prior written consent of the Lender. The Lender may condition its consent upon such increase in rate of interest payable upon the indebtedness, change in monthly payments thereon, change in maturity thereof and/or payment of a fee, all as the Lender may in its sole discretion require. The foregoing provisions of this paragraph shall not apply (1) to liens securing the above-described indebtedness or (2) to any lien of current taxes and assessments not in default.

Thereunder shall be payable first to the holder of any prior encumbrance on the premises and second to the Lender, as their respective interests may appear, and, upon request, to furnish to the Lender satisfactory evidence of such insurance; and (6) to pay, when due, all indebtedness which may be secured by any prior encumbrances on the premises.

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The term "Grantors" as used herein shall mean all persons signing this Mortgage and each of them, and this Mortgage shall be jointly and severally binding upon such persons and their respective heirs, executors, administrators, successors and assigns and shall inure to the benefit of the Lender.

Wherever herein the Lender is referred to, such reference shall be deemed to include the holder from time to time of the Note, whether so expressed or not, and each such holder of the Note shall have and enjoy all of the rights, privileges, powers, options and benefits afforded hereby and hereunder, and may enforce every and all of the terms and provisions hereof, as fully and to the same extent and with the same effect as if such holder was herein by name specifically granted such rights, privileges, powers, options, and benefits and was herein by name designated the Lender.

All obligations of the Grantors, and all rights, powers and remedies of the Lender, expressed herein shall be in addition to, and not in limitation of those provided in the Note or by law.

This Mortgage is executed by the undersigned, 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 the undersigned 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 of the undersigned personally to pay the said note or any interest that may accrue thereon, or any indebtedness accruing hereunder, or to perform any covenant either expressed or implied herein contained, all such liability, if any, being expressly waived by Mortgagee and by every person now to hereafter claiming any right or security hereunder, and that so far as the undersigned and 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, 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.

IN WITNESS WHEREOF, the undersigned, not personally but as Trustee as aforesaid, has caused these presents to be signed by its Asst. V.P. & Trust Officer ~~President~~ and its corporate seal to be hereunto affixed and attested by its Asst. Secretary, this 22ND day of JANUARY A.D. 1993

SOUTH HOLLAND TRUST AND SAVINGS BANK and not personally  
U/T 9847 as Trustee

BY: [Signature] Notwithstanding any terms or provisions of this instrument, the South Holland Trust & Savings Bank, as Trustee, shall not be liable of any kind or nature for the performance of this instrument solely as to the foregoing trust property above referred to.  
Asst. Vice President & Trust Officer

ATTEST: [Signature]  
Asst. Secretary

STATE OF Illinois )  
COUNTY OF Cook )

I, the undersigned a Notary Public in and for said county, in the State of Illinois, DO HEREBY CERTIFY THAT Michael L. Nysten Asst. V.P. & Trust Officer and Patricia J. Miedema Asst. Secretary of said Trust & SAVINGS BANK and... who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such appeared before me this day in person and acknowledged that they signed, sealed and delivered the said instrument as their own free and voluntary act of said Company, as Trustee as aforesaid, for the uses and purposes therein set forth.

Given under my hand and Notarial Seal, this 25th day of January 1993, A.D.

"OFFICIAL SEAL"  
JOELLEN ADAMS  
Notary Public, State of Illinois  
My Commission Expires 9/8/98

[Signature]  
Notary Public

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Property of Cook County Clerk's Office

COOK COUNTY RECORDER

#3798 # \*53-089091

1#8888 TRAN 0468 02/03/93 1:47:00

DEPT-11

\$25.50

930898

COOK COUNTY CLERK'S OFFICE  
118 N. LAKE ST.  
CHICAGO, ILL. 60601  
TEL: 312-603-1000  
FAX: 312-603-1001