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MORTGAGE.

THIS INDENTURE, made this 13th day of January, 1993, between AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, A NATIONAL BANKING ASSOCIATION, AS TRUSTEE UNDER THE PROVISIONS OF A TRUST AGREEMENT DATED DECEMBER 17, 1981, AND KNOWN AS TRUST NUMBER 54027, Mortgagor, and WECO CREDIT UNION, a corporation existing under the laws of the State of Illinois, Mortgagee.

WITNESSETH: That whereas the Mortgagor justly indebted to the Mortgagee, as is evidenced by a certain installment note executed and delivered by the Mortgagor, in favor of the Mortgagee, and bearing even date herewith, in the principal sum of THIRTY THOUSAND DOLLARS AND 00/100 (\$30,000.00) payable with interest at the rate of TEN AND THREE-QUARTERS per centum (10.75) per annum on the unpaid balance until paid, and made payable to the order of the Mortgagee at its office at 1700 Hawthorne Lane, West Chicago, Illinois, or at such other place as the holder may designate in writing, and delivered or mailed to the Mortgagor; the said principal and interest being payable in monthly installments of FIVE HUNDRED THIRTEEN DOLLARS AND 25/100 (\$513.25) beginning on the last day of February, 1993 and continuing on the last day of each month thereafter until the note is fully paid, except that the final payment of principal and interest, if not paid sooner, shall be due and payable on the last day of January, 2000. Notwithstanding the foregoing, the Mortgagee shall have the right to call the loan at any time, at its sole discretion, after default or breach of any condition herein.

WITNESSETH: That notwithstanding anything herein to the contrary, the following shall control:

- (1) The Mortgagee may, pursuant to the Installment Note executed the 13th day of January, 1993 advance additional principal to Mortgagor and extend the final payment due date.
- (2) The maximum principal amount hereunder shall never exceed the sum of \$30,000.00.
- (3) Future advances under the terms hereof shall have the priority over all other liens as does the original loan.
- (4) All future advances hereunder must be made within Seven (7) years after the date hereof.
- (5) Mortgagee agrees to pay all expenses, including recording charge, to release the mortgage when it no longer secures the line of credit.

NOW, THEREFORE, the said Mortgagor, to secure the payment of said principal sum of money and said interest and the performance of the covenants and agreements herein contained, including any advances of

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BOARD OF

AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, A NATIONAL BANKING ASSOCIATION, AS TRUSTEE UNDER THE PROVISIONS OF A TRUST AGREEMENT DATED FEBRUARY 1, 1931, AND KNOWN AS TRUST NUMBER 3000, TO THE NATIONAL ASSOCIATION OF REALTORS, INC., CHICAGO, ILLINOIS, AS GRANTEE.

THE NATIONAL ASSOCIATION OF REALTORS, INC., CHICAGO, ILLINOIS, HAS APPLIED TO THE BOARD OF REALTORS, CHICAGO, ILLINOIS, FOR THE PURPOSE OF OBTAINING A TRUST AGREEMENT DATED FEBRUARY 1, 1931, AND KNOWN AS TRUST NUMBER 3000, TO THE NATIONAL ASSOCIATION OF REALTORS, INC., CHICAGO, ILLINOIS, AS GRANTEE.

HUNDRED THIRTY EIGHT THOUSAND AND NO/100 (\$138,000.00) OF THE TRUST AGREEMENT DATED FEBRUARY 1, 1931, AND KNOWN AS TRUST NUMBER 3000, TO THE NATIONAL ASSOCIATION OF REALTORS, INC., CHICAGO, ILLINOIS, AS GRANTEE.

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principal and interest hereunder, does by these presents MORTGAGE and WARRANT into the Mortgagee, its successors or assigns, the following described real estate, lying and being in the County of Cook, State of Illinois, to-wit:

THE NORTH 40 FEET OF LOT 10 IN BLOCK 11 IN STANNARD'S 2ND ADDITION TO MAYWOOD, BEING A SUBDIVISION OF THE SOUTH 1/2 OF THE EAST 1/2 OF THE SOUTH WEST 1/4 OF SECTION 14, TOWNSHIP 39 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PERMANENT INDEX NUMBER: 15-14-321 020
COMMONLY KNOWN AS: 2001 SOUTH 4TH AVE., MAYWOOD, ILLINOIS 60153

TOGETHER with all improvements, tenements, hereditaments and appurtenances thereto belonging, and all rents, issues and profits thereof, and all apparatus, equipment, articles, improvements or fixtures used thereon, including (but not limited to) all heating, air conditioning, gas, plumbing and electrical fixtures. All of the foregoing are declared to be a part of said real estate, and are a portion of the security for the indebtedness herein.

TO HAVE AND TO HOLD, free from all rights and benefits under and by virtue of the Homestead Exemption laws of the State of Illinois, which said rights and benefits the said Mortgagor does hereby expressly release and waive.

THE SAID MORTGAGOR covenants and agrees as follows:

(1) To pay said indebtedness, and the interest thereon as herein and in said note or notes provided, or according to any agreement extending additional principal, interest and time of payment; (2) to pay when due in each year, all taxes and assessments against said premises, and on demand to exhibit receipts therefor; (3) within sixty days after destruction or damage to rebuild or restore all buildings or improvements on said premises that may have been destroyed or damaged; (4) that waste to said premises shall not be committed or suffered; (5) to keep all buildings now or at any time on said premises insured in companies to be selected by the Mortgagee herein, who is hereby authorized to place such insurance in companies acceptable to the holder of the first mortgage indebtedness, with loss clause attached payable first, to the first Trustee or Mortgagee, and second, to the Mortgagee herein as their interests may appear, which policies shall be left and remain with the said Mortgagee or Trustee until the indebtedness is fully paid; (6) to pay all prior incumbrances, and the interest thereon, at the time or times when the same shall become due and payable. (7) The Mortgagor shall not convey its title or interest to or in all or any part of the mortgaged premises without the written consent of the Mortgagee.

IN THE EVENT of failure so to insure, or pay taxes or assessments, or the prior incumbrances or the interest thereon when due, the Mortgagee or the holder of said indebtedness, may procure such insurance, or pay such taxes or assessments, or discharge or purchase any tax lien or title affecting said premises or pay all prior incumbrances and the interest thereon from time to time; and all money so paid, the Mortgagor agrees to repay immediately without demand, and the same with interest thereon from the date of payment at 10.75 per cent per annum shall be so much additional indebtedness secured hereby.

IN THE EVENT of a breach of any of the aforesaid covenants or agreements the whole of said indebtedness, including principal and all earned interest, shall, at the option of the legal holder thereof, without notice, become immediately due and payable, and with interest thereon from time of such breach at 10.75 per cent per annum, shall be recoverable by foreclosure thereof, or by suit at law, or both, the same as if all of said indebtedness had then matured by express terms.

IT IS AGREED by the Mortgagor that all expenses and disbursements paid or incurred in behalf of plaintiff in connection with

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the foreclosure hereof - including reasonable attorney's fees, outlays for documentary evidence, stenographer's charges, cost of procuring or completing abstract showing the whole title of said premises embracing foreclosure decrees - shall be paid by the Mortgagor; and the like expenses and disbursements, occasioned by any suit or proceedings wherein the Mortgagor or any holder of any part of said indebtedness, as such, may be a party, shall also be paid by the Mortgagor. All such expenses and disbursements shall be an additional lien upon said premises, shall be taxed as costs and included in any decree that may be rendered in such foreclosure proceedings; which proceeding, whether decree of sale shall have been entered or not, shall not be dismissed, nor release hereof given, until all such expenses and disbursements, and the costs of suit, including attorney's fees, have been paid. The Mortgagor for the Mortgagor and for the heirs, executors, administrators and assigns of the Mortgagor waives all right to the possession of, and income from, said premises pending such foreclosure proceedings, and agrees 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 Mortgagor, or to any party claiming under the Mortgagor, appoint a receiver to take possession or charge, of said premises with power to collect the rents, issues and profits of the said premises.

IT IS FURTHER AGREED that the Mortgagor shall have the privilege of prepaying the principal sum in whole or in part at any time from the date hereof.

THIS MORTGAGE is subject and subordinate to a mortgage on the above real estate, dated September 20, 1978 and recorded October 17, 1978 as Document No. 24674788, executed by JOHN R. JONES AND ANQUANITA JONES, HIS WIFE, and given to Great Lakes Mortgage Corporation in the principal sum of \$45,600.00.

And a Collateral Assignment of Beneficial Interest to WECO Credit Union dated March 30, 1988 and recorded June 27, 1989 as Document No. 89291540.

This Mortgage is executed by the American National Bank and Trust Company of Chicago, 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 American National Bank and Trust Company of Chicago, 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 part of said First Party or on said American National Bank and Trust Company of Chicago personally to pay the said note or any interest that may accrue thereon, or any indebtedness accruing hereunder, or to perform any covenant, warranty or indemnity either express or implied herein contained, or any liability, if any, being expressly waived by Mortgagor and by every person now or hereafter claiming any right or security hereunder, and that so far as the First Party and its successors and said American National Bank and Trust Company of Chicago 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.

IN WITNESS WHEREOF, American National Bank and Trust Company of Chicago, not personally but as Trustee as aforesaid, has caused these presents to be signed by one of its Vice-Presidents, or Assistant Vice-Presidents, and its corporate seal to be hereunto affixed and attested by its Assistant Secretary, the day and year first above written.

AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO
As Trustee as aforesaid and not personally.

By [Signature]
Assistant Secretary

ATTEST [Signature]
Assistant Secretary

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STATE OF ILLINOIS
COUNTY OF COOK) ss.

I, Pamela Ann Csikos a Notary Public, in and for said County, in the State aforesaid.

DO HEREBY CERTIFY, that P. JOHANSEN Vice-President of the AMERICAN NATIONAL BANK AND TRUST COMPANY of Chicago, and L. Michael Whelan Assistant Secretary of said Company, 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 Company, as Trustee as aforesaid, for the uses and purposes therein set forth; and the said Assistant Secretary then and there acknowledged that he, as custodian of the corporate seal of said Company, did affix the corporate seal of said Company to said instrument as his own free and voluntary act and as the free and voluntary act of said Company, as Trustee as aforesaid, for the uses and purposes therein set forth.

JAN 14 1993

GIVEN UNDER HAND AND NOTARIAL SEAL this _____ day of _____ A.D. 19____
PAMULA ANN CSIKOS
Notary Public, State of Illinois
My Commission Expires 5/1/96

Pamela Ann Csikos
Notary Public

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GIVEN under my hand and Notarial Seal this _____ day of January, 1993, A.D.

I, _____, a notary public, in and for the county and state aforesaid, do hereby certify that personally known to me to be the same persons whose names are subscribed to the foregoing instrument appeared before me this day in person and acknowledged that they signed, sealed and delivered the said instrument as their free and voluntary act for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

STATE OF ILLINOIS)
(COUNTY OF DU PAGE) SS.

WITNESSES the hand and seal of the Notary, the day and year first written.

THE COVENANTS HEREIN CONTAINED shall bind, and the benefits and advantages shall inure, to the respective heirs, executors, administrators, successors, and assigns of the parties hereto. Moreover, the singular number shall include the plural, the plural the singular, and the use of gender shall include all genders, and the term "Mortgage" shall include any type of the indebtedness hereby secured or any instrument thereof whether by operation of law or otherwise.

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PREPARED BY AND RETURN TO:
LAW OFFICES OF BRUCE R. KELSEY
200 High Street
West Chicago, Illinois 60185
(708) 231-1580

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COOK COUNTY RECORDER

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