

UNOFFICIAL COPY

93169356

MORTGAGE

COMMUNITY SAVINGS BANK

THIS INDENTURE WITNESSETH: That the undersigned

*U/134779 SC
1/13/81*

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 11-10-92, and known as trust number LT#740, hereinafter referred to as the Mortgagor, does hereby Mortgage and Warrant to

COMMUNITY SAVINGS BANK

a corporation organized and existing under the laws of the STATE OF ILLINOIS, hereinbefore referred to as the Mortgagor, the following real estate, situated in the County of COOK in the State of Illinois, to wit:

LOT TWENTY-FOUR (24) IN BLOCK TWO (2) IN FIRST ADDITION HILL AND DALE SUBDIVISION, BEING A SUBDIVISION OF THE SOUTHEAST QUARTER (SE-1/4) OF SECTION TWENTY (20) AND PART OF THE SOUTHWEST QUARTER (SW-1/4) OF SECTION TWENTY-ONE (21), TOWNSHIP FORTY-ONE (41) NORTH, RANGE TEN (10), EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS; DEPT-01 RECORDING 427.00
PERMANENT INDEX NUMBER: 07-21-300-026. T#00010 TRAN 0230 03/05/93 14:59:00
\$3652 # *-93-169356
COOK COUNTY RECORDER

PROPERTY COMMONLY KNOWN AS: 36 SOUTH LELA LANE
SCI AUMBURG, ILLINOIS 60193

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-the-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 Mortgagor, 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 heretofore 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 par 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 Mortgagor 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 a 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 Mortgagor, in its sole discretion, feels there is no substantial uncorrected default in performance of the Mortgagor's agreements herein, the Mortgagor, on satisfactory evidence thereof, shall relinquish possession and pay to Mortgagor any surplus income in its hands. The possession of Mortgagor 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. Mortgagor 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. Mortgagor shall have all powers, if any, which it might have had without this paragraph. No suit shall be sustainable against Mortgagor based upon acts or omissions relating to the subject matter of this paragraph unless commenced within sixty days after Mortgagor's possession ceases.

TO HAVE AND TO HOLD the said property with said buildings, improvements, fixtures, appurtenances, apparatus and equipment unto said Mortgagor 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 Mortgagor evidenced by a note made by the Mortgagor in favor of the Mortgagor, bearing even date herewith, in the sum of SIXTY THOUSAND AND 00/100 Dollars (\$ 60,000.00),

which note together with interest thereon as provided by said note, is payable in monthly installments of FIVE HUNDRED FIFTY-SIX AND 21/100 DOLLARS (\$ 556.21) on the FIRST day of each month, commencing with 12/01/92 until the entire sum is paid.

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.

BOX 351

2750
27/81

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Box 331

MORTGAGE

COMMUNITY SAVINGS BANK, INC LT-740

36 S. LELA LANE

SCHAUMBURG, IL 60193

COMMUNITY SAVINGS BANK
4601 West Belmont Avenue
Chicago, Illinois 60641

to

Property of Cook County Clerk's Office

Loan No. 13840-6

95391CS

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Torrens certificates and similar data and assurances with respect to title as Mortgagors 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 exercise 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 sue 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.

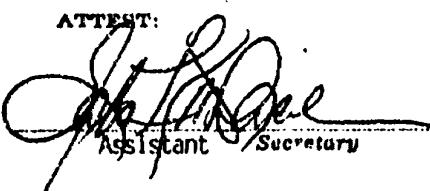
(7) This mortgage is executed by COMMUNITY SAVINGS BANK not personally but as Trustee as aforesaid in the exercise of the power and authority conferred upon and vested in it as such Trustee (and said COMMUNITY SAVINGS BANK) hereby warrants that it possesses full power and authority to execute this instrument and it is expressly understood and agreed that nothing herein or in said note contained shall be construed as creating an liability on the said COMMUNITY 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 COMMUNITY SAVINGS BANK, either individually or as Trustee aforesaid, or its successors, personally are concerned, the legal holder of 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.

(8) If the Mortgagor sells the property or any part thereof, or any interest therein either by Articles of Agreement for Deed, transfer of title, or assignment of the beneficial interest in the land trust or any part thereof, then the Mortgagor may declare the entire indebtedness secured by this Mortgage due and payable immediately, and the acceptance of payments upon said indebtedness shall not constitute a waiver of the right to demand immediate repayment.

IN WITNESS WHEREOF, COMMUNITY SAVINGS BANK

not personally but as Trustee as aforesaid, has caused those presents to be signed by its President, and its corporate seal to be hereunto affixed and attested by its Assistant Secretary, this 10TH day of NOVEMBER, A. D. 1992

ATTEST:



Assistant Secretary

COMMUNITY SAVINGS BANK

As Trustee aforesaid and not personally

By _____
President

STATE OF ILLINOIS
COUNTY OF Cook } SS.

I, Maryann C. Bovio, a Notary Public, in and for said County, in the state aforesaid, DO HEREBY CERTIFY, THAT Dane H. Clevenger, President of COMMUNITY SAVINGS BANK, and Barbara Kostelancik, Asst., 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 Asst., 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 Asst. Secretary 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 12th day of December, A. D. 1992.

"OFFICIAL SEAL"
My commission expires MARYANN C. BOVIO
Notary Public, State of Illinois
My Commission Expires 6/26/96


Notary Public

33-68356

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(5) That upon the commencement of any proceeding before a court in which such bill is filed may any time, either before or after notice, and without notice to the defendant, or any attorney, or the party claiming under him, be entitled to a hearing upon any question of fact or law arising out of the cause of action, or whatever title the same may have, so far as to determine the rights of the parties thereto.

(4) That time is of the essence hereof, and it shall be made in default of any covenant or written contract of in making any payment under note or obligation of record, or if it exceeds any sum due by reason of any clause or condition of this instrument.

(8) That in the event of any part thereof becoming void in a person other than the Master or his agent may, without notice to the Master or his agent, deal with such succession as he deems necessary for the proper discharge of his duty to the ship.

(3) That it is the intent hereof to secure payment of valid note whether the additional amounts shall have been advanced or at a later date, which shall be payable before the note matures; and that the amount so paid shall be deducted from the amount due under Section A(2) above, as far either purpose.

(1) That in the case of failure to perform any of the above-mentioned duties, the motorist may do on the following:

(a) If he fails to do his duty, he must get it done by another person.

(b) If he fails to do his duty, he must pay a fine of \$100.

(c) If he fails to do his duty, he must pay a fine of \$200.

(d) If he fails to do his duty, he must pay a fine of \$300.

(e) If he fails to do his duty, he must pay a fine of \$400.

(f) If he fails to do his duty, he must pay a fine of \$500.

(g) If he fails to do his duty, he must pay a fine of \$600.

(h) If he fails to do his duty, he must pay a fine of \$700.

(i) If he fails to do his duty, he must pay a fine of \$800.

(j) If he fails to do his duty, he must pay a fine of \$900.

(k) If he fails to do his duty, he must pay a fine of \$1000.

(l) If he fails to do his duty, he must pay a fine of \$1100.

(m) If he fails to do his duty, he must pay a fine of \$1200.

(n) If he fails to do his duty, he must pay a fine of \$1300.

(o) If he fails to do his duty, he must pay a fine of \$1400.

(p) If he fails to do his duty, he must pay a fine of \$1500.

(q) If he fails to do his duty, he must pay a fine of \$1600.

(r) If he fails to do his duty, he must pay a fine of \$1700.

(s) If he fails to do his duty, he must pay a fine of \$1800.

(t) If he fails to do his duty, he must pay a fine of \$1900.

(u) If he fails to do his duty, he must pay a fine of \$2000.

(v) If he fails to do his duty, he must pay a fine of \$2100.

(w) If he fails to do his duty, he must pay a fine of \$2200.

(x) If he fails to do his duty, he must pay a fine of \$2300.

(y) If he fails to do his duty, he must pay a fine of \$2400.

(z) If he fails to do his duty, he must pay a fine of \$2500.

THE MORTGAGE FUNDS CONTRACTS

(g) **Termination** In the event of bankruptcy or insolvency of either party, all unpaid amounts due under this instrument by the non-bankrupt party shall become immediately payable.

(8) Note to investors of the Project: With respect to the written permission application for the proposed expansion of the existing plant under the Environmental Protection Act, the following statement is made:

(7) To comply with all requirements of law with regard to the marketing problems and the use thereof;

(g) Not to suffer or permit any unlawful use of any nuisance to exist on real property nor to diminish nor impair the value by any act of manipulation to affect it.

(8) To keep solid particles in good condition and separate, without waste, and free from any mechanical, or other loss of value.

(3) To compare within a reasonable time any building or improvement now or at any time in progress and measures;

לפניהם נספה בזבזת הון וטינה. מילוי כל אחד מהפתקאות הדריך את הפעולה.

any application or record-keeping, and in the case of a corrective action or preventive measure, to the Director or his representative, or to any grantees in the case of a corrective action or preventive measure.

(2) To keep the impasse from a standstill until a new set of heretofore agreed-upon rules and principles have been established upon which liability under laws relating to insurance can be based.

(1) To pay immediately when due and payable all general taxes, special taxes, special assessments, water charges, sewer charges and other taxes and charges without fail or delay, with the original of duplicate receipts received at such times extended until payment is made upon demand for the purpose of this regulation.

A. THE MORTGAGE COVENANTS.