

UNOFFICIAL COPY 01403592

MORTGAGE

COMMUNITY SAVINGS BANK

THIS INDENTURE WITNESSETH: That the undersigned

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 APRIL 25, 1994 LT-881, and known as trust number, hereinafter referred to as the Mortgagor, does hereby Mortgage and Warrant to

COMMUNITY SAVINGS BANK

DEPT-01 RECORDING \$27.00
T#1111 B# 3129 05/04/94 14:00:00
#0202 94-402592
COOK COUNTY RECORDER

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

THAT PART OF LOT FOURTEEN (14) IN MALIBU UNIT 1, BEING A RESUBDIVISION OF PART OF THE NORTHWEST QUARTER (NW-1/4) OF THE SOUTHEAST QUARTER (SE-1/4) OF SECTION NINE (9), TOWNSHIP FORTY-TWO (42) NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED MAY 29, 1979 AS DOCUMENT NUMBER 24976095 LYING EASTERLY OF THE FOLLOWING DESCRIBED LINE: BEGINNING AT A POINT ON THE NORTH LINE OF SAID LOT FOURTEEN (14), 68.77 FEET WEST OF THE NORTHEAST CORNER THEREOF; THENCE SOUTH (22) DEGREES 23 MINUTES 50 SECONDS WEST 67.33 FEET, THENCE SOUTH 14 DEGREES 28 MINUTES 10 SECONDS WEST, 38.41 FEET TO A POINT ON THE SOUTHERLY LINE OF SAID LOT FOURTEEN (14), BEING A CURVED LINE HAVING A RADIUS OF 60.0 FEET) AN ARC DISTANCE OF 23.78 FEET WESTERLY OF THE SOUTHEAST CORNER THEREOF, IN COOK COUNTY, ILLINOIS; ***

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 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 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 FOUR HUNDRED FORTY-THREE AND 39/100 DOLLARS (\$ 443.39)

on the FIRST day of each month, commencing with 05/01/94 until the entire sum is paid.

***PERMANENT INDEX NUMBER: 03-09-407-070.

***PROPERTY COMMONLY KNOWN AS: 431 PACIFIC COURT - WHEELING, ILLINOIS 60090.

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.

Bbx 331

H.O. 513987197

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annum, which may be paid or incurred by or on behalf of the Mortgagee for attorney's fees, appraiser's fees, outlays for exhibits attached to pleadings, documentation and expert evidence, Master's fees and commission costs, publication costs and costs (which may be eliminated as to and include items to be expended after the entry of the decree) of procuring all such abstracts of title, title searches, examinations and reports, guaranty policies,

in the decree of sale all expenditures and expenses together with interest thereon at the rate of 8.500 % per annum, which may be paid or incurred by or on behalf of the Mortgagee for attorney's fees, appraiser's fees, outlays for exhibits attached to pleadings, documentation and expert evidence, Master's fees and commission costs, publication costs and costs (which may be eliminated as to and include items to be expended after the entry of the decree) of procuring all such abstracts of title, title searches, examinations and reports, guaranty policies, shall be nullified by the appointment of a receiver, there shall be allowed and included as an additional indebtedness per

(5) That upon the commencement of any foreclosure proceeding hereunder, the court in which such bill is filed may at any time, either before or after sale, and without notice to the Mortgagee, or any party claiming under him, and without regard to the solvency of the Mortgagee or the then value of said premises, or whether the same shall then be occupied by the owner of the equity of redemption as a homestead, appoint a receiver with power to manage and rent and to collect the rents, issue and profits of said premises during the pendency of such foreclosure suit and the statutory period of redemption, and such rents, issue and profits, when collected, may be applied before as well as after the Master's sale, towards the payment of the indebtedness, costs, taxes, insurance or other items necessary for the protection and preservation of the property, including the expenses of such receivership, or on any deficiency decree whether there be a decree therefor or not, and if a receiver shall be appointed he shall remain in possession until the expiration of the full period allowed by statute for redemption, whether there be redemption or not, and until the issuance of deed in case of sale, but if no deed be issued, until the expiration of the statutory period during which it may be issued and no lease of said premises shall be nullified by the appointment of a receiver, there shall be allowed and included as an additional indebtedness per

(6) That immediately upon due and payable all general taxes, special assessments, water charges, sewer charges and other taxes and charges against said property, including those heretofore due, (the monthly payments provided by said note in anticipation of such taxes and charges to be applied thereto), and to furnish the Mortgagee upon request, with the original or duplicate receipts therefor, and all such items extended against said property shall be conclusively deemed valid for the purpose of this requirement.

(7) To keep the improvements now or hereafter situated upon said premises insured against loss or damage by fire, lightning, windstorm and such other hazards, including liability under laws relating to intoxicating liquors and including hazards not now contemplated, as the Mortgagee may reasonably require to be insured against, under policies providing for payment by the insurance companies of moneys sufficient either to pay the cost of replacing or repairing the same or to pay in full the indebtedness secured hereby, in such companies, through such agents or brokers, and in such form as shall be satisfactory to the Mortgagee, until said indebtedness is fully paid, or in the case of foreclosure, until expiration of the period of redemption; such insurance policies, including additional and renewal policies shall be delivered to and kept by the Mortgagee and shall contain a clause satisfactory to the Mortgagee making them payable to the Mortgagee, as its interest may appear, and in case of foreclosure sale payable to the owner of the certificate of sale, owner of any deficiency, any receiver or redemption agent, or any grantee in the Master's or Commissioner's Deed; and in case of loss under such policies, the Mortgagee is authorized to adjust, collect and compromise, in its discretion, all claims thereunder, and the Mortgagee agrees to sign, upon demand, all receipts, vouchers and releases required of him by the insurance company; application by the Mortgagee of any of the proceeds of such insurance to the indebtedness hereby secured shall not excuse the Mortgagee from making all monthly payments until the indebtedness is paid in full.

(8) To complete within a reasonable time any buildings or improvements now or at any time in process of erection upon said premises; (9) To promptly repair, restore or rebuild any buildings or improvements now or hereafter on the premises which may become damaged or destroyed; (10) To keep said premises in good condition and repair, without waste, and free from any mechanic's or other lien or claim of lien not lawfully substantiated to the lien hereto; (11) Not to suffer or permit any unlawful use of or any nuisance to exist on said property nor to diminish nor impair its value by any act or omission to act; (12) To comply with all requirements of law with respect to the mortgaged premises and the use thereof;

B. THE MORTGAGOR FURTHER COVENANTS:

(1) That in the case of failure to perform any of the covenants herein, the Mortgagee may do on the Mortgagee's behalf everything so government that the Mortgagee may wish to do as it may deem necessary to protect the lien hereto; and such moneys together with interest thereon at the rate of 8.500 % per annum shall become due and payable to the Mortgagee upon demand upon any mortgagee named in the above purposes; (2) That the Mortgagee shall not incur any personal liability because of anything it may do or omit to do hereunder; (3) That in the case of failure to perform any of the covenants herein, the Mortgagee may do on the Mortgagee's behalf everything so government that the Mortgagee may wish to do as it may deem necessary to protect the lien hereto; and such moneys together with interest thereon at the rate of 8.500 % per annum shall become due and payable to the Mortgagee upon demand upon any mortgagee named in the above purposes; (4) That in the case of failure to perform any of the covenants herein, the Mortgagee may do on the Mortgagee's behalf everything so government that the Mortgagee may wish to do as it may deem necessary to protect the lien hereto; and such moneys together with interest thereon at the rate of 8.500 % per annum shall become due and payable to the Mortgagee upon demand upon any mortgagee named in the above purposes; (5) That in the case of failure to perform any of the covenants herein, the Mortgagee may do on the Mortgagee's behalf everything so government that the Mortgagee may wish to do as it may deem necessary to protect the lien hereto; and such moneys together with interest thereon at the rate of 8.500 % per annum shall become due and payable to the Mortgagee upon demand upon any mortgagee named in the above purposes;

(6) That in the case of failure to perform any of the covenants herein, the Mortgagee may do on the Mortgagee's behalf everything so government that the Mortgagee may wish to do as it may deem necessary to protect the lien hereto; and such moneys together with interest thereon at the rate of 8.500 % per annum shall become due and payable to the Mortgagee upon demand upon any mortgagee named in the above purposes; (7) That in the case of failure to perform any of the covenants herein, the Mortgagee may do on the Mortgagee's behalf everything so government that the Mortgagee may wish to do as it may deem necessary to protect the lien hereto; and such moneys together with interest thereon at the rate of 8.500 % per annum shall become due and payable to the Mortgagee upon demand upon any mortgagee named in the above purposes; (8) That in the case of failure to perform any of the covenants herein, the Mortgagee may do on the Mortgagee's behalf everything so government that the Mortgagee may wish to do as it may deem necessary to protect the lien hereto; and such moneys together with interest thereon at the rate of 8.500 % per annum shall become due and payable to the Mortgagee upon demand upon any mortgagee named in the above purposes;

(9) That in the case of failure to perform any of the covenants herein, the Mortgagee may do on the Mortgagee's behalf everything so government that the Mortgagee may wish to do as it may deem necessary to protect the lien hereto; and such moneys together with interest thereon at the rate of 8.500 % per annum shall become due and payable to the Mortgagee upon demand upon any mortgagee named in the above purposes; (10) That in the case of failure to perform any of the covenants herein, the Mortgagee may do on the Mortgagee's behalf everything so government that the Mortgagee may wish to do as it may deem necessary to protect the lien hereto; and such moneys together with interest thereon at the rate of 8.500 % per annum shall become due and payable to the Mortgagee upon demand upon any mortgagee named in the above purposes;

(11) That in the case of failure to perform any of the covenants herein, the Mortgagee may do on the Mortgagee's behalf everything so government that the Mortgagee may wish to do as it may deem necessary to protect the lien hereto; and such moneys together with interest thereon at the rate of 8.500 % per annum shall become due and payable to the Mortgagee upon demand upon any mortgagee named in the above purposes; (12) That in the case of failure to perform any of the covenants herein, the Mortgagee may do on the Mortgagee's behalf everything so government that the Mortgagee may wish to do as it may deem necessary to protect the lien hereto; and such moneys together with interest thereon at the rate of 8.500 % per annum shall become due and payable to the Mortgagee upon demand upon any mortgagee named in the above purposes;

(13) That in the case of failure to perform any of the covenants herein, the Mortgagee may do on the Mortgagee's behalf everything so government that the Mortgagee may wish to do as it may deem necessary to protect the lien hereto; and such moneys together with interest thereon at the rate of 8.500 % per annum shall become due and payable to the Mortgagee upon demand upon any mortgagee named in the above purposes; (14) That in the case of failure to perform any of the covenants herein, the Mortgagee may do on the Mortgagee's behalf everything so government that the Mortgagee may wish to do as it may deem necessary to protect the lien hereto; and such moneys together with interest thereon at the rate of 8.500 % per annum shall become due and payable to the Mortgagee upon demand upon any mortgagee named in the above purposes;

(15) That in the case of failure to perform any of the covenants herein, the Mortgagee may do on the Mortgagee's behalf everything so government that the Mortgagee may wish to do as it may deem necessary to protect the lien hereto; and such moneys together with interest thereon at the rate of 8.500 % per annum shall become due and payable to the Mortgagee upon demand upon any mortgagee named in the above purposes; (16) That in the case of failure to perform any of the covenants herein, the Mortgagee may do on the Mortgagee's behalf everything so government that the Mortgagee may wish to do as it may deem necessary to protect the lien hereto; and such moneys together with interest thereon at the rate of 8.500 % per annum shall become due and payable to the Mortgagee upon demand upon any mortgagee named in the above purposes;

A. THE MORTGAGOR COVENANTS:

(1) To pay immediately when due and payable all general taxes, special assessments, water charges, sewer charges and other taxes and charges against said property, including those heretofore due, (the monthly payments provided by said note in anticipation of such taxes and charges to be applied thereto), and to furnish the Mortgagee upon request, with the original or duplicate receipts therefor, and all such items extended against said property shall be conclusively deemed valid for the purpose of this requirement.

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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 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 any 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 Mortgagee 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 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.

(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 Mortgagee 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.

This instrument prepared under
the supervision of
CONRAD J. NAGLE, Attorney
4901 W. Belmont Avenue
Chicago, Illinois 60641

IN WITNESS WHEREOF, COMMUNITY SAVINGS BANK

not personally but as Trustee as aforesaid, has caused these presents to be signed by its Asst. Vice President, and its corporate seal to be hereunto affixed and attested by its Asst. Secretary, this 25TH day of APRIL, A. D. 1994

ATTEST:

COMMUNITY SAVINGS BANK

As Trustee as aforesaid and not personally

By Katherine R. Swanson
Asst. Vice President

[Signature]
Asst. Secretary

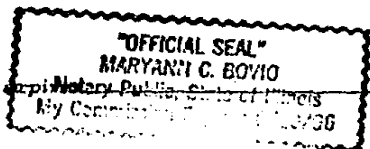
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STATE OF ILLINOIS }
COUNTY OF Cook } ss.

I, Maryann C. Bovio a Notary Public, in and for said County, in the state aforesaid, DO HEREBY CERTIFY, THAT Katherine R. Swanson, Asst. Vice 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 Asst. Vice 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 26th day of April, A. D. 1994



My commission expires

[Signature]
Notary Public

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Box 331

MORTGAGE

COMMUNITY SAVINGS BANK, TR# LT-981

431 PACIFIC COURT

WHEELING, ILLINOIS 60090

to

COMMUNITY SAVINGS BANK
4801 West Belmont Avenue
Chicago, Illinois 60641

Property of Cook County Clerk's Office

Loan No. 14599-2

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