

UNOFFICIAL COPY

Mortgage

Loan No. 6101-1

(Corporate Trustee Form)

94070840

THIS INDENTURE WITNESSETH: That the undersigned CHICAGO TITLE AND TRUST COMPANY

a corporation organized and existing under the laws of the State of Illinois not personally but as Trustee under the provisions of a Deed of Deeds in trust duly recorded and delivered to the undersigned in pursuance of a Trust Agreement dated May 10, 1977 and known as trust number 1069758 hereinafter referred to as the Mortgagor, does hereby Mortgage and ~~WARRANT~~ convey to

UNIVERSAL 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 in the County of Cook in the State of Illinois to wit:

The North Three (3) feet of Lot Twenty One (21) all of Lot Twenty Two (22) and the South Seven (7) feet of Lot Twenty Three (23) in the Subdivision of Block Twenty Eight (28) (except part thereof taken for Boulevard) in Samuel J. Walker's Subdivision of the North West Quarter (1/4) (South of the Canal) in Section Thirty One (31), Township Thirty Nine (39), North, Range Fourteen (14), lying East of the Third Principal Meridian, in Cook County, Illinois and commonly known as 3305 South Western Boulevard, Chicago, Illinois.
PTN # 17-31-103-024-0000

25 *over*

7629-984
1069758

Together with all buildings, improvements, fixtures or appurtenances now or hereafter erected thereon or placed thereon, including all apparatus, equipment, fixtures or articles, whether in single units or generally controlled, used to supply heat, gas, air conditioning, water, light, power, refrigeration, ventilation or other services, and any other thing now or hereafter thereon or thereon, the furnishing of which by lessors to lessees is customary or appropriate, including screens, window shades, storm doors and windows, floor coverings, screen doors, in a door case, awnings, stoops and water heaters (all of which are intended to be and are hereby 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 as provided herein. The Mortgagee is hereby subrogated to the rights of all mortgagees, lienholders and owners paid off by the proceeds of the loan hereby secured.

TO HAVE AND TO HOLD the said property, with said buildings, improvements, fixtures, appurtenances, apparatus and equipment, and with all the rights and privileges thereto belonging, unto said Mortgagee forever, for the uses herein set forth, free from all rights and benefits under the homestead, exemption and valuation laws of any state, which said rights and benefits said Mortgagor does hereby release and waive.

TO SECURE

(1) the payment of a Note executed by the Mortgagor to the order of the Mortgagee bearing even date herewith in the principal sum of

ONE HUNDRED FORTY FOUR THOUSAND and No/100 Dollars

(\$ 144,000.00) which Note, together with interest thereon as therein provided, is payable in monthly installments of ONE THOUSAND SIXTY FOUR and 15/100 Dollars

(\$ 1,064.15), commencing the 1st day of February, 19 94, which payments are to be applied, first, to interest, and the balance to principal, until said debt is paid in full.

(2) any advances made by the Mortgagee to the Mortgagor, or its successor in title, for any purpose, at any time before the release and cancellation of this Mortgage, but at no time shall this Mortgage secure advances on account of said original Note together with such additional advances, in a sum in excess of

ONE HUNDRED FORTY FOUR THOUSAND and No/100 Dollars \$ 144,000.00

provided that, nothing herein contained shall be construed as limiting the amounts that shall be secured hereby when advanced to protect the security of in accordance with covenants contained in the Mortgage.

(3) the performance of all of the covenants and obligations of the Mortgagor to the Mortgagee, as contained herein and in said Note.

THE MORTGAGOR COVENANTS:

A. (1) To pay said indebtedness and the interest thereon as herein and in said Note provided, or according to any agreement extending the time of payment thereof; (2) To pay when due and before any penalty attaches thereto all taxes, special taxes, special assessments, water charges, and sewer service charges against said property, including those heretofore due; and to furnish Mortgages, upon request, satisfactory receipts therefor, and all such liens extended against said property shall be conclusively deemed satisfied for the purpose of this requirement; (3) To keep the improvements now or hereafter upon said premises insured against damage by fire, and such other hazards as the Mortgagee may require to be insured against, and to provide public liability insurance and such other insurance as the Mortgagee may require, until said indebtedness is fully paid, or in case of foreclosure, until expiration of the period of redemption, for the full insurable value thereof, in such companies, through such agents or brokers, and in such form as shall be satisfactory to the Mortgagee; such insurance policies shall remain with the Mortgagee during said period or periods, and contain the usual clause satisfactory to the Mortgagee making them payable to the Mortgagee; and in case of foreclosure sale payable to the owner of the certificate of sale, owner of any deficiency, any receiver or redemptionor, or any other party in a deed pursuant to foreclosure; and in case of loss under such policies, the Mortgagee is authorized in its discretion to collect in its discretion all claims thereunder and to execute and deliver on behalf of the Mortgagor all necessary proofs of loss, receipts, vouchers, releases and acquittances required to or signed by the insurance companies, and the Mortgagor agrees to sign, upon demand, all receipts, vouchers and releases required of him to be signed by the Mortgagee for such purpose; and the Mortgagee is authorized to apply the proceeds of any insurance claim to the restoration of the property or upon the indebtedness hereby secured in its discretion, but monthly payments shall continue until said indebtedness is paid in full; (4) Immediately after destruction or damage, to commence and promptly complete the rebuilding or restoration of buildings and improvements now or hereafter on said premises, unless Mortgagee elects to apply on the indebtedness secured hereby the proceeds of any insurance covering such destruction or damage; (5) To keep said premises in good condition and repair, without waste, and free from any incumbrances or other lien or claim of lien, not expressly subordinated to this lien hereof; (6) Not to make, 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 of omission to act; (7) To comply with all requirements of law with respect to mortgaged premises and the use thereof; (8) Not to make, suffer or permit, without the written permission of the Mortgagee being first had and obtained, (a) any use of the property for any purpose other than that for which it is now used; (b) any alterations of the improvements, apparatus, appurtenances, fixtures or equipment now or hereafter upon said property, (c) any purchase on conditional sale, lease or agreement under which title is reserved in the vendor, of any apparatus, fixtures or equipment to be placed in or upon any buildings or improvements on said property; (9) To complete within a reasonable time any buildings or improvements now or at any time in process of erection upon the premises.

B. In order to provide for the payment of taxes, assessments, insurance premiums, and other annual charges upon the property securing this indebtedness, and other insurance required or accepted, the undersigned promises to pay to the Mortgagee a pro rata portion of the current year taxes upon the disturbance of the loan and to pay monthly to the Mortgagee, in addition to the above payments, a sum estimated to be equivalent to one twelfth of such items, which payments may, at the option of the Mortgagee, (a) be held by it and commingled with other such funds or its own funds for the payment of such items; (b) be carried in a savings account which will accrue by its own such funds, as the original indebtedness and any debt incurred by said indebtedness as received, provided that the Mortgagee advance upon the proceeds of sale of said premises if not otherwise paid, that it shall not be obligatory upon the Mortgagee to inquire into the validity of any lien, encumbrance or claim in advancing monies as above authorized, but nothing herein contained shall be construed as requiring the Mortgagee to advance any monies for any purpose not to its own act hereunder; and the Mortgagee shall not incur any personal liability because of anything it may do or omit to do hereunder;

C. This mortgage contract provides for additional advances which may be made at the option of the Mortgagee and secured by this mortgage, and it is agreed that in the event of such advance the amount thereof may be added to the mortgage debt and shall increase the unpaid balance of the note hereby secured by the amount of such advance and shall be a part of said note indebtedness under all of the terms of said note and this contract as fully as if a new such note and contract were executed and delivered. An Additional Advance Agreement may be given and accepted for such advance and provision may be made for different monthly payments and a different interest rate and other express modifications of the contract, but in all other respects this contract shall remain in full force and effect as to said indebtedness, including all advances.

D. That in case of failure to perform any of the covenants herein, Mortgagee may do on Mortgagor's behalf everything so covenanted; that said Mortgagee may also do any act it may deem necessary to protect the lien hereof; that Mortgagee will repay upon demand any moneys paid or disbursed by Mortgagee for any of the above purposes and such moneys together with interest thereon at the highest rate for which it is then lawful to contract shall become so much additional indebtedness secured by this mortgage with the same priority as the original indebtedness and may be included in any decree for enforcing this mortgage and be paid out of the rents or proceeds of sale of said premises if not otherwise paid; that it shall not be obligatory upon the Mortgagee to inquire into the validity of any lien, encumbrance or claim in advancing moneys as above authorized, but nothing herein contained shall be construed as requiring the Mortgagee to advance any monies for any purpose not to its own act hereunder; and the Mortgagee shall not incur any personal liability because of anything it may do or omit to do hereunder;

E. That it is the intent hereof to secure payment of said note and obligation whether the entire amount shall have been advanced to the Mortgagee at the date hereof, or at a later date, and to secure any other amount or amounts that may be added to the mortgage indebtedness under the terms of this mortgage contract.

F. That if all or any part of the property or any interest therein is sold or transferred by Mortgagor without the prior written consent of Mortgagee, excluding (a) the creation of a lien or encumbrance subordinate to this mortgage, (b) the creation of a purchase money security interest for household appliances, (c) a transfer by devise, descent, or by operation of law upon the death of a joint tenant or (d) the grant of any leasehold interest of three years or less not containing an option to purchase, Mortgagee may, at Mortgagee's option, declare without notice all of the sums secured by this mortgage to be immediately due and payable.

UNOFFICIAL COPY

CHICAGO TITLE AND TRUST COMPANY
An Illinois corporation and its predecessor
1111 North Dearborn Street
Chicago, Illinois 60610
President: *[Signature]*
Secretary: *[Signature]*

IN WITNESS WHEREOF, the undersigned, duly authorized representatives of the Mortgagee, have hereunto set their hands and seals at Chicago, Illinois, this 15th day of August, 1954.

Witness my hand and seal of office at Chicago, Illinois, this 15th day of August, 1954.

1. The Mortgagee hereby agrees to advance to the Mortgagor the sum of \$10,000.00, to be used for the purpose of purchasing the property described in the Schedule hereunto attached, and to secure the same with a first mortgage on the property.

2. The Mortgagee shall advance the sum of \$10,000.00 to the Mortgagor in the form of a check payable to the order of the Mortgagor, and the same shall be deposited in a bank to the credit of the Mortgagor.

3. The Mortgagor shall execute and deliver to the Mortgagee a promissory note for the sum of \$10,000.00, with interest thereon at the rate of 6% per annum, payable in monthly installments of \$100.00, beginning on the first day of the month next following the date of the advance of the loan.

4. The Mortgagor shall execute and deliver to the Mortgagee a deed of trust in and to the property described in the Schedule hereunto attached, and shall execute and deliver to the Mortgagee a certificate of title in and to the property.

5. The Mortgagee shall execute and deliver to the Mortgagor a deed of trust in and to the property described in the Schedule hereunto attached, and shall execute and deliver to the Mortgagor a certificate of title in and to the property.

6. The Mortgagee shall execute and deliver to the Mortgagor a deed of trust in and to the property described in the Schedule hereunto attached, and shall execute and deliver to the Mortgagor a certificate of title in and to the property.

7. The Mortgagee shall execute and deliver to the Mortgagor a deed of trust in and to the property described in the Schedule hereunto attached, and shall execute and deliver to the Mortgagor a certificate of title in and to the property.

8. The Mortgagee shall execute and deliver to the Mortgagor a deed of trust in and to the property described in the Schedule hereunto attached, and shall execute and deliver to the Mortgagor a certificate of title in and to the property.

9. The Mortgagee shall execute and deliver to the Mortgagor a deed of trust in and to the property described in the Schedule hereunto attached, and shall execute and deliver to the Mortgagor a certificate of title in and to the property.

10. The Mortgagee shall execute and deliver to the Mortgagor a deed of trust in and to the property described in the Schedule hereunto attached, and shall execute and deliver to the Mortgagor a certificate of title in and to the property.

11. The Mortgagee shall execute and deliver to the Mortgagor a deed of trust in and to the property described in the Schedule hereunto attached, and shall execute and deliver to the Mortgagor a certificate of title in and to the property.

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COOK COUNTY RECORDS
FILED FOR RECORDS

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(28) (except part thereof taken for Boulevard) in Samuel J. Walker's Subdivision of the North West Quarter (1/4) (South of the Canal) in Section Thirty One (31), Township Thirty Nine (39) North, Range Fourteen (14), lying East of the Third Principal Meridian, in Cook County, Illinois and commonly known as 3305 South Western Boulevard, Chicago, Illinois.
PTN # 17-31-103-024-0000

Together with all buildings, improvements, fixtures or appurtenances now or hereafter erected thereon or placed 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 other services, and any other thing now or hereafter (thereon or thereoff), the furnishing of which by lessors to lessees is customary or appropriate, including screens, window shades, storm doors and windows, floor coverings, screen doors, in a door bed, awnings, stoves and water heaters (all of which are intended to be and are hereby declared to be a part of said real estate with all physically attached thereto or not), and also together with all easements and the rents, issues and profits of and premises which are hereby pledged, assigned, transferred and set over unto the Mortgagee, whether now due or hereafter to become due as provided herein. The Mortgagee is hereby subrogated to the rights of all mortgages, lienholders and owners paid off by the proceeds of the loan hereby secured.

TO HAVE AND TO HOLD the said property, with said buildings, improvements, fixtures, appurtenances, apparatus and equipment, and with all the rights and privileges thereunto belonging, unto said Mortgagee forever, for the uses herein set forth, free from all rights and benefits under the homestead, exemption and valuation laws of any state, which said rights and benefits said Mortgagee shall hereby release and waive.

TO SECURE

(1) the payment of a Note executed by the Mortgagor to the order of the Mortgagee bearing even date herewith in the principal sum of

ONE HUNDRED FORTY FOUR THOUSAND and No/100----- Dollars

is 144,000.00
ONE THOUSAND SIXTY FOUR and 15/100----- Dollars

is 1,064.15 1st of February 1994
which payments are to be applied, first, to interest, and the balance to principal, until said indebtedness is paid in full.

(2) any advances made by the Mortgagee to the Mortgagor, or its successor in title, for any purpose, at any time before the release and cancellation of this Mortgage, but at no time shall this Mortgage secure advances on account of said original Note, together with such additional advances, in a sum in excess of

ONE HUNDRED FORTY FOUR THOUSAND and No/100----- Dollars (\$ 144,000.00)

provided that nothing herein contained shall be construed as limiting the amounts that shall be secured hereby unless advanced to protect the security of or in accordance with covenants contained in the Mortgage.

(3) the performance of all of the covenants and obligations of the Mortgagor in the Mortgage, as set forth herein and in said Note.

THE MORTGAGOR COVENANTS:

A. (1) To pay said indebtedness and the interest thereon as herein and in said note provided, or according to any agreement extending the time of payment thereof; (2) To pay when due and before any penalty attaches thereto all taxes, special taxes, special assessments, water charges, and sewer service charges against said property (including those heretofore due), and to furnish Mortgagee, upon request, duplicate receipts therefor, and all such items extended against said property shall be conclusively deemed valid for the purpose of this requirement; (3) To keep the improvements now or hereafter upon said premises insured against damage by fire, and such other hazards as the Mortgagee may require to be insured against, and to provide public liability insurance, and such other insurance as the Mortgagee may require, until said indebtedness is fully paid, or in case of foreclosure, until expiration of the period of redemption, for the full insurable value thereof, in such companies, through such agents or brokers, and in such form as shall be satisfactory to the Mortgagee, such insurance policies shall remain with the Mortgagee during said period of redemption, and contain the usual clause satisfactory to the Mortgagee making them payable to the Mortgagee, and in case of foreclosure, shall be payable to the order of the Mortgagee, and in case of any deficiency, any receiver or redemptioner, or any trustee in a deed pursuant to foreclosure, and in case of loss under such policies the Mortgagee is authorized to adjust, collect and compromise, in its discretion, all claims thereunder and to execute and deliver on behalf of the Mortgagor all necessary proofs of loss, receipts, vouchers and assignments required, and to be signed by the insurance companies, and the Mortgagor agrees to sign, upon demand, all receipts, vouchers and releases required of him to be signed by the Mortgagee for such purpose, and the Mortgagee is authorized to apply the proceeds of any insurance claim to the restoration of the property or upon the indebtedness hereby secured in its discretion, but monthly payments shall continue until said indebtedness is paid in full; (4) Immediately after destruction or damage to the premises and promptly complete the rebuilding or restoration of buildings and improvements now or hereafter on said premises, unless Mortgagee elects to apply on the indebtedness secured hereby the proceeds of any insurance covering such destruction or damage; (5) To keep said premises in good condition and repair, without waste, and free from any mechanics' or other liens or claims of lien, and expressly subordinated to the lien hereof; (6) Not to make, suffer or permit any unlawful use of or any nuisance to exist on said property nor to diminish or impair its value by any act of omission to act; (7) To comply with all requirements of law with respect to mortgaged premises and fixtures thereon; (8) Not to make, suffer or permit, without the written permission of the Mortgagee being first had and obtained, (a) any use of the property for any purpose other than that for which it is now used; (b) any alterations of the improvements, apparatus, appurtenances, fixtures or equipment now or hereafter upon said property; (c) any purchase of conditional sale, lease or agreement under which title is reserved to the vendor, or any apparatus, fixtures or equipment to be placed in or upon any buildings or improvements on said property; (8) To complete within a reasonable time any buildings or improvements now or at any time in process of erection upon the premises.

B. In order to provide for the payment of taxes, assessments, insurance premiums, and other annual charges upon the property securing this indebtedness, and other insurance required or accepted, the undersigned promises to pay to the Mortgagee a pro rata portion of the current year taxes upon the disbursement of the loan and to pay monthly to the Mortgagee, in addition to the above payments, a sum estimated to be equivalent to one twelfth of such items, which payments may, at the option of the Mortgagee, (a) be held by it and commingled with other such funds for the payment of such items; (b) be carried in a savings account and withdrawn by it to pay such items; or (c) be credited to the unpaid balance of said indebtedness as received, provided that the Mortgagee advance upon this obligation sums sufficient to pay said items at the same accrue and become payable. If the amount estimated to be sufficient to pay said items is not sufficient, the undersigned promises to pay the difference upon demand. If such sums are held or carried in a savings account or escrow account, the same are hereby pledged to further secure this indebtedness. The Mortgagee is authorized to pay said items as charged or billed without further inquiry.

C. This mortgage contract provides for additional advances which may be made at the option of the Mortgagee and secured by this mortgage, and it is agreed that in the event of such advances the amount thereof may be added to the mortgage debt and shall increase the unpaid balance of the note hereby secured by the amount of such advance and shall be a part of said note indebtedness under all of the terms of said note and this contract as fully as if a new such note and contract were executed and delivered. An Additional Advance Agreement may be given and accepted for such advance and provision may be made for different monthly payments and a different interest rate and other express modifications of this contract, but in all other respects this contract shall remain in full force and effect as to said indebtedness, including all advances.

D. This in case of failure to perform any of the covenants herein, Mortgagee may do on Mortgagor's behalf everything so covenanted; that said Mortgagee may also do any act it may deem necessary to protect the lien hereof, they Mortgagor will repay upon demand any moneys paid or disbursed by Mortgagee for any of the above purposes and such moneys together with interest thereon at the highest rate for which it is then lawful to contract shall become so much additional indebtedness secured by this mortgage with the same priority as the original indebtedness and may be included in any decree foreclosing this mortgage and be paid out of the rents or proceeds of sale of said premises if not otherwise paid, that it shall not be obligatory upon the Mortgagee to inquire into the validity of any lien, encumbrance or claim in advancing moneys as above authorized, but nothing herein contained shall be construed as requiring the Mortgagee to advance any moneys for any purpose not to do any act hereunder, and the Mortgagee shall not incur any personal liability because of anything it may do or omit to do hereunder;

E. That it is the intent hereof to secure payment of said note and obligation whether the entire amount shall have been advanced to the Mortgagor at the date hereof, or at a later date, and to secure any other amount or amounts that may be added to the mortgage indebtedness under the terms of this mortgage contract;

F. That if all or any part of the property or any interest therein is sold or transferred by Mortgagor without the prior written consent of Mortgagee, excluding (a) the creation of a lien or encumbrance subordinate to the mortgage; (b) the creation of a purchase money security interest for household appliances; (c) a transfer by devise, descent, or by operation of law upon the death of a joint tenant; or (d) the grant of any leasehold interest of three years or less not containing an option to purchase, Mortgagee may, at Mortgagee's option, declare without notice all of the sums secured by this mortgage to be immediately due and payable.

OFFICIAL SEAL
Notary Public, State of Illinois
Sheila Davoport

THIS INSTRUMENT WAS FILED IN THE
Universal Federal Savings Bank
1800 South Halsted Street
Chicago, Illinois 60608
Anna M. Rios

17th day of JANUARY 1987
AND 19 87

Secretary of said corporation, and personally known to me to be the Secretary of said corporation, and as the person and deed of said corporation, for the use and purposes therein set forth.

Personally known to me to be the Secretary of said corporation, and for said County, in the State of Illinois, DO HENRY GEORGE THAT CAROLYN SAUL

STATE OF ILLINOIS
COUNTY OF COOK
ATTEST
CHICAGO TITLE AND TRUST COMPANY
As Trustee, Attorney and Notary Public in and for said County, in the State of Illinois

IN WITNESS WHEREOF, the undersigned and the company to be hereunto affixed and attested by its Secretary, this 17th day of JANUARY 1987

to which, in order to be valid, the instrument must be recorded in the public records of the State of Illinois, and the recording of the instrument in the public records of the State of Illinois is a condition precedent to the validity of the instrument. The recording of the instrument in the public records of the State of Illinois is a condition precedent to the validity of the instrument. The recording of the instrument in the public records of the State of Illinois is a condition precedent to the validity of the instrument.

That the undersigned and the company to be hereunto affixed and attested by its Secretary, this 17th day of JANUARY 1987, have executed this instrument for the purposes and in consideration of the sum of \$100,000.00, which sum is to be paid to the undersigned and the company to be hereunto affixed and attested by its Secretary, this 17th day of JANUARY 1987, for the purpose of securing the loan of \$100,000.00 to the undersigned and the company to be hereunto affixed and attested by its Secretary, this 17th day of JANUARY 1987.

That the undersigned and the company to be hereunto affixed and attested by its Secretary, this 17th day of JANUARY 1987, have executed this instrument for the purposes and in consideration of the sum of \$100,000.00, which sum is to be paid to the undersigned and the company to be hereunto affixed and attested by its Secretary, this 17th day of JANUARY 1987, for the purpose of securing the loan of \$100,000.00 to the undersigned and the company to be hereunto affixed and attested by its Secretary, this 17th day of JANUARY 1987.

Subject to the terms of the promissory note and the mortgage contract and the promissory note and mortgage contract, the undersigned and the company to be hereunto affixed and attested by its Secretary, this 17th day of JANUARY 1987, have executed this instrument for the purposes and in consideration of the sum of \$100,000.00, which sum is to be paid to the undersigned and the company to be hereunto affixed and attested by its Secretary, this 17th day of JANUARY 1987.

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