

## UNOFFICIAL COPY

## MORTGAGE

95196877

THIS INDENTURE WITNESSETH: That the undersigned

STANDARD BANK AND TRUST COMPANY

MR20  
75. 47-391 E  
MAR 20 1995

a corporation organized and existing under the laws of the United States of America, 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 September 30, 1994, and known as trust number 14583, hereinafter referred to as the Mortgagor, does hereby Mortgage and ~~RENT~~ <sup>LEASE</sup>

DAMEN FEDERAL BANK FOR SAVINGS

a corporation organized and existing under the laws of the United States of America, hereinafter referred to as the Mortgagee, the following real estate, situated in the County of Cook in the State of Illinois, to wit:

LOT 5 IN BLOCK 1 IN W.B. MCCLUER'S SUBDIVISION OF THE WEST 1/2 OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 12, TOWNSHIP 38 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

2711 WEST 51ST ST. CHICAGO, ILLINOIS 60632  
PERMANENT INDEX #19-12-401-006

278  
DEPT-01 RECORDING \$27.00  
T00012 TRAN 3222 03/23/95 15:23:00  
#1259 + JM #--95-196877  
COOK COUNTY RECORDER

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 it has 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-THREE THOUSAND AND NO/100 DOLLARS (\$ 63,000.00), which note together with interest thereon as provided by said note, is payable in monthly installments of SIX HUNDRED FIFTY-SEVEN AND 87/100 OR MORE DOLLARS (\$ 657.87 or more on the 1st day of each month, commencing with June 1, 1995 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.

UNOFFICIAL COPY  
DO NOT REPRODUCE OR DISTRIBUTE THIS COPY AS IT IS UNOFFICIAL

summarized, which may be part of the background of the disorder, particularly if it is associated with other symptoms, such as pain, fatigue, or cognitive difficulties. The physician should also inquire about the patient's social support system, including family members, friends, and coworkers, as well as any other resources available to the patient.

(c) That upon the commencement of any forfeiture proceeding before the court in which such bill is filed may the owner of the equity of redemption be entitled, at any party claiming under him, and within the period to the filing of the complaint as a trustee, apppoint a receiver with power to manage and to collect the rents, issues and such rents, issues and profits, when collected, may be applied before as well as after the repayment, interest and costs, and to pay the principal of such trust or otherwise suit and to settle the debts, issues and profits of said premises as a homestead, apppoint a receiver with power to manage and to collect the rents, issues and such rents, issues and profits, when collected, the principal of which the trustee shall then be entitled by the owner of the equity of redemption to the sum value of said and premises, as far as may be necessary to satisfy his claim, and upon the payment of such amount, the receiver shall be relieved of his office.

(3) That in the event the ownership of said property or any part thereof becomes vested in a person other than the mortgagor, without notice to the mortgagee, deal with such successors in interests with the same manner as with the mortgagor.

(2) That it is the intent hereof to receive payment of said note when due, the entire amount shall have been advanced to advances made at a later date, which advances shall in no event operate to reduce the principal sum of this indebtedness under Section A(2) above, or for other purposes.

#### B. THE MORTGAGE FURTHER COVENANTS:

(9) THAT THE MEMBERSHIP OF THE BOARD OF DIRECTORS OF THE COMPANY BE ADDED AND DISBANDING UPON THE DEATH OF ANY MEMBER OF THE BOARD OF DIRECTORS.

(b) Not to suffer or permit the written permission of the MetLife Home Office being lost and obliterated, (c) any use of the property for any purpose other than that for which it is now used, (d) any alterations, additions, demolitions, removals, transfers, purchases or alienations, fixtures or equipment now or hereafter upon said property, (e) a sale or assignment of any interest, right, title or power in or over any of my properties, fixtures, equipment or improvements to be placed in or on any building or improvement of any kind, (f) any sale or transfer of any interest, right, title or power in or over any of my properties, fixtures, equipment or improvements to be placed in or on any building or improvement of any kind.

(2) To modify existing requirements of law with respect to the mitigation of piracy and the use thereof.

(B) Not to submit or publish any unlawful file or do anything that may damage to exist on said property nor to diminish nor impaire its value by any act or omission of said

(5) The food and products in a good condition and repeat, without waste, and free from any impurities, of other kind or clean & dry not except by substitution to the best benefit.

(c) To conclude within a reasonable time any buildings or improvements now or at any time in process of erection may and shall be demolished.

(2) To record the improvement in quality under terms relating to the standard of service and performance, instead of damage by fire, claims not now controllable as the difference now reasonably required to be made up by the cost of providing further periods of protection to pay in full the insurance company of money's sufficient either to pay the cost of repairing or replacing the property or to the market value of the property under terms relating to the standard of service and performance.

10. To pay him/her/itself with the aid and assistance of such tax-exempt organization(s) and other tax-exempt organizations and chapters, societies and foundations, including those heretofore and hereinafter created, which the characters  
11. To make available to him/her/itself and his/her/its officers and agents, with the aid and assistance of such tax-exempt organization(s) and other tax-exempt organizations and chapters, societies and foundations, including those heretofore and hereinafter created, the services of such tax-exempt organization(s) and other tax-exempt organizations and chapters, societies and foundations, including those heretofore and hereinafter created, and all such persons extended, as far as practicable, to furnish such services.  
12. To make available to him/her/itself and his/her/its officers and agents, with the aid and assistance of such tax-exempt organization(s) and other tax-exempt organizations and chapters, societies and foundations, including those heretofore and hereinafter created, the services of such tax-exempt organization(s) and other tax-exempt organizations and chapters, societies and foundations, including those heretofore and hereinafter created, and all such persons extended, as far as practicable, to furnish such services.

#### A. THE MORTGAGE COVENANTS:

# UNOFFICIAL COPY

Torrens certificates and similar data and assurances with respect to title as Mortgagor 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.

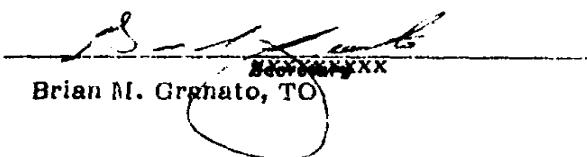
(6) That each right, power and remedy herein conferred upon the Mortgagor is cumulative of every other right or remedy of the Mortgagor, whether herein or by law conferred, and may be enforced concurrently therewith; that no waiver by the Mortgagor of performance of any covenant herein or in said obligation 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 STANDARD BANK AND TRUST COMPANY 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 STANDARD BANK AND TRUST COMPANY 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 STANDARD BANK AND TRUST COMPANY, 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 STANDARD BANK AND TRUST COMPANY either individually or as Trustee aforesaid, or its successors, 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.

(8) SEE ATTACHED RIDER MADE A PART HEREOF:

IN WITNESS WHEREOF, STANDARD BANK AND TRUST COMPANY not personally but as Trustee as aforesaid, has caused these presents to be signed by its President, and its corporate seal to be hereunto affixed and attested by its Secretary, this 16th day of March, A. D. 19 95.

ATTEST:

  
Brian M. Granato, TO

STATE OF ILLINOIS }  
COUNTY OF Cook } ss.  
                          }

I, the undersigned, a Notary Public, in and for said County, in the state aforesaid, DO HEREBY CERTIFY, THAT Bridgette W. Scanlan, AVP & TO, President of Standard Bank & Trust Co., and Brian M. Granato, TO, 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 AVP & TO, President, and TO, 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 TO, Secretary then and there acknowledged that he, as custodian of the corporate seal of said corporation, did affix said seal to said instrument as his 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 16th day of March, A. D. 19 94.

My commission expires

JUNE 20, 1993

Robert Paulauski  
Notary Public

"OFFICIAL SEAL"  
Robert Paulauski  
Notary Public, State of Illinois  
My Commission Expires 6/20/96

# UNOFFICIAL COPY

## CAUTION III

ATTACHED RIDER MADE A PART HEREOF

(8) IF ALL OR ANY PART OF THE PROPERTY OR ANY INTEREST HELD IN  
OR BENEFICIAL INTEREST OF A LAND TRUST IS SOLD OR TRANSFERRED BY  
BORROWER WITHOUT LENDER'S PRIOR WRITTEN CONSENT, 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, [d] THE GRANT OF A LEASEHOLD  
INTEREST OR THREE YEARS OR LESS NOT CONTAINING AN OPTION TO PURCHASE,  
LENDER MAY, AT LENDER'S OPTION, DECLARE ALL THE SUMS SECURED BY  
THIS MORTGAGE TO BE IMMEDIATELY DUE AND PAYABLE. LENDER SHALL HAVE  
WAIVED SUCH OPTION TO ACCELERATE IF, PRIOR TO THE SALE OR TRANSFER,  
LENDER AND THE PERSON TO WHOM THE PROPERTY IS TO BE SOLD OR TRANSFERRED  
REACH AN AGREEMENT IN WRITING THAT THE CREDIT OF SUCH PERSON IS  
SATISFACTORY TO THE LENDER AND THAT THE INTEREST PAYABLE ON THE  
SUMS SECURED BY THIS MORTGAGE SHALL BE AT SUCH RATE AS LENDER SHALL  
REQUEST. IF LENDER HAS WAIVED THE OPTION TO ACCELERATE PROVIDED  
IN THIS PARAGRAPH, AND IF BORROWER'S SUCCESSOR IN INTEREST HAS EXECUTED  
A WRITTEN ASSUMPTION AGREEMENT ACCEPTED IN WRITING BY LENDER, LENDER  
SHALL RELEASE BORROWER FROM ALL OBLIGATION UNDER THIS MORTGAGE AND  
NOTE.

IN ADDITION, THE LENDER MAY DECLARE ALL SUMS DUE UNDER THE TERMS  
OF THIS PARAGRAPH FOR THE SOLE REASON OF MAINTAINING AN ACCEPTABLE  
RATE OF INTEREST ON THE LENDER'S MORTGAGE PORTFOLIO.

95196877