

UNOFFICIAL COPY

202
1/11

DEPT-01 RECORDING \$29.00
120012 TRAN 3558 04/13/95 09:41:00
8237 JM * -95-247270
COOK COUNTY RECORDER

Property of Cook County Clerk's Office

95247270

MORTGAGE

2900

Q

This indenture is made March 10th, 1995 between LaSALLE NATIONAL TRUST, N.A., not individually, but as Trustee under Trust No. 119372 dated February 10, 1995, hereafter referred to as "Mortgagor" and WILLIAM A. SPARGER and BETTY SPARGER, hereafter referred to both individually and collectively as "Mortgagee", of 4241 W. 149th St., Midlothian, Il. 60445.

DB

Whereas, the Mortgagor is justly indebted to Mortgagee as the legal holder of an Installment Note in the principal sum of \$ 137,622.00, under the terms of which Mortgagor promises to pay the principal sum, together with interest thereon in monthly installments commencing on May 1, 1995, all as specified in said Installment Note;

75 43 750

NOW THEREFORE, the Mortgagor, to secure the payments required by the terms of the Installment Note, and the due performance of the covenants and agreements contained in this Mortgage, and also in consideration of the receipt of the sum of Ten Dollars, the receipt and sufficiency of which is hereby acknowledged, does hereby Convey and Warrant to Mortgagee, and the Mortgagee's successors and assigns, the following described real estate, and all of Mortgagor's right, estate, title and interest therein, to wit:

95247270

THE EAST 369 FEET OF LOT 5 IN ARTHUR T. MCINTOSH'S CRAWFORD AVENUE FARMS, BEING A SUBDIVISION OF THE WEST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 23, TOWNSHIP 16 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Common Address: 16501 Crawford Avenue, Markham, Il. 60426

E.T.I.N. 28-23-300.005

together with all improvements, tenements, easements, fixtures and appurtenances belonging thereto, the rents and profits therefrom, if any, and all additions and improvements made or placed thereon subsequent to the date hereof, all of which is hereafter referred to as the "Premises".

Mortgagee shall have and hold the Premises for the purposes and the uses and trusts set forth herein, free from all rights and benefits under

BOX 333-CTI

UNOFFICIAL COPY

Property of Cook County Clerk's Office

05/15/2017

05/15/2017

05/15/2017

UNOFFICIAL COPY

and by virtue of Homestead Exemption laws of the State of Illinois, which Mortgagor hereby expressly releases and waives.

Additionally, Mortgagor covenants as follows.

1. Mortgagor shall (a) promptly repair, restore or rebuild any buildings or improvements now or hereafter on the Premises which may become damaged or destroyed; (b) keep the Premises in good condition and repair, without waste and free from mechanic's or other liens or claims for lien not expressly subordinated to the lien hereof; (c) pay when due any indebtedness which is secured by a lien or charge on the Premises superior to the lien hereof, and, upon request of the Mortgagee, exhibit satisfactory evidence of the discharge of any such superior lien or charge; and (d) comply with all requirements of applicable law, including local ordinances, applicable to the Premises and the use thereof.

2. Mortgagor shall pay before any penalty attaches all general and special taxes, special assessments, water charges, sewer charges and other charges against the Premises, including but not limited to, monthly and special assessments imposed on the Premises. To prevent default hereunder, Mortgagor shall pay in full under protest, in the manner provided by law, any tax or assessment which Mortgagor may desire to contest.

To secure the performance of Mortgagor under this paragraph 2, Mortgagor shall, in addition to the installment payments of principal and interest required under the Installment Note, pay to Mortgagee each and every month commencing on May 1, 1995, the additional sum of \$ 437.50 which Mortgagee shall apply toward Mortgagor's portion of the real estate taxes. Upon completion of a tax division of the parcel hereby conveyed from the larger parcel of which it is now a part, any adjustments required to give full effect to the intent of the parties as expressed in the contract for sale shall be made.

3. Mortgagor shall keep all improvements now or hereafter situated on the Premises insured against loss or damage by fire, lightning, or windstorm under policies providing for payment by the insurance company or companies of monies sufficient either to pay the cost of replacing or repairing the same, or to pay in full the indebtedness secured hereby. Mortgagee shall be named as a loss payee under any such policy or policies under a standard mortgage clause to be included or attached to each such policy or policies.

4. In the case of default by Mortgagor under the terms of the Installment Note or this Mortgage, Mortgagee may, but need not make any payment or perform any act required of the Mortgagor in any form or manner deemed expedient, and may, but need not make full or partial payments of principal or interest on prior encumbrances and purchase, discharge, compromise or settle any tax lien or other prior lien affecting the Premises. Any such monies paid by Mortgagee, and all expenses incurred in connection therewith, including attorney's fees, shall be so much additional indebtedness secured hereby, and shall become immediately due and

95247270

UNOFFICIAL COPY

Property of Cook County Clerk's Office

11/15/2011 10:00 AM

UNOFFICIAL COPY

payable without notice, and with interest at the same rate as set forth in the Installment Note.

5. Mortgagor shall pay each item of indebtedness, both principal and interest, when due. All unpaid indebtedness secured by this Mortgage shall become immediately due and payable without notice to Mortgagor (a) in the case of a default in the payment when due of any installment payment of principal or interest under the Installment Note, or (b) when default shall occur and continue for ten days in the performance of any other obligation of Mortgagor hereunder.

6. When the indebtedness secured hereby shall become due, whether by acceleration or otherwise, Mortgagee shall have the right to foreclose the lien hereof. In any suit to foreclose the lien hereof, there shall be allowed and included as additional indebtedness in the decree all expenditures or expenses which may be paid or incurred by or on behalf of the Mortgagee, including but not limited to reasonable attorney's fees.

7. The proceeds of any foreclosure sale of the Premises shall be applied in the following order of priority: First, on account of all costs and expenses incident to the foreclosure proceedings; Second, to all other items then outstanding and constituting additional indebtedness under the terms hereof; Third, to all principal and accrued interest thereon remaining unpaid under the Installment Note; and Fourth, and overplus to Mortgagor.

8. Upon, or at any time after the filing of a suit to foreclose the lien of this Mortgage, the Court may appoint a receiver for the Premises without regard to the solvency or insolvency of the Mortgagor or occupancy of the Premises as a homestead. Mortgagee may be appointed as such receiver.

Executed March 10th, 1995.

SEE BIDDING APPROPRIATELY MARKED AND MAKE A PART HEREOF

LASALLE NATIONAL TRUST, N.A.,
not individually, but as Trustee
under Trust No. 119372 dated
February 10, 1995.

By: 
Vice President

(seal)

Attest: 
Assistant Secretary

UNOFFICIAL COPY

Property of Cook County Clerk's Office

2025/1/23

UNOFFICIAL COPY

RIDER ATTACHED TO AND MADE A PART OF THE TRUST DEED OR MORTGAGE
DATED March 10, 1995 UNDER TRUST NO. 119372

This Mortgage or Trust Deed in the nature of a mortgage is executed by LA SALLE NATIONAL TRUST, N.A., not personally, but as Trustee under Trust No. 119372 in the exercise of the power and authority conferred upon and vested in it as such Trustee (and said LA SALLE NATIONAL TRUST, N.A. hereby warrants that it possesses full power and authority to execute the Instrument) and it is expressly understood and agreed that nothing contained herein or in the note, or in any other instrument given to evidence the indebtedness secured hereby shall be construed as creating any liability on the part of said mortgagor or grantor, or on said LA SALLE NATIONAL TRUST, N.A. personally to pay 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 hereby expressly waived by the mortgagee or Trustee under said Trust Deed, the legal owners or holders of the note, and by every person now or hereafter claiming any right or security hereunder; and that so far as the mortgagor or grantor and said LA SALLE NATIONAL TRUST, N.A. personally are concerned, the legal holders of the note and the owner or owners of any indebtedness accruing hereunder shall look solely to the premises hereby mortgaged or conveyed for the payment thereof by the enforcement of the lien created in the manner herein and in said note provided or by action to enforce the personal liability of the guarantor or guarantors, if any. Trustee does not warrant, indemnify, defend title nor is it responsible for any environmental damage.

95247270

UNOFFICIAL COPY

Property of Cook County Clerk's Office

UNOFFICIAL COPY

State of Illinois)
) SS
County of Cook)

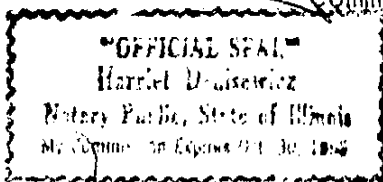
I, Harriet Denisewicz, a Notary Public in and for the said County and State do hereby certify that Corinne Bek, personally known to me to be the person whose name is subscribed to the foregoing instrument, and personally known to me to be a Vice President of LaSalle National Trust, N. A., and Nancy A. Stack, personally known to me to be the person whose name is subscribed to the foregoing instrument, and personally known to me to be a Assistant Secretary of LaSalle National Trust, N.A. appeared before me this day in person and acknowledged that they signed, sealed and delivered said instrument as their free and voluntary act and the free and voluntary act of LaSalle National Trust, N.A. for the uses and purposes set forth therein.

Given under my hand and seal this 10th day of March, 1995.

Harriet Denisewicz

Notary Public

Commission Expires: _____



DOCUMENT PREPARED BY AND MAIL TO:

Edw. L. Sylvestrak
1209 N. Milwaukee Avenue
Chicago, Il. 60622

95247270

UNOFFICIAL COPY

Property of Cook County Clerk's Office

05071514