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C. That time is of the essence hereof and if default shall be made in performance of any covenant hereon contained or in making any payment under said note or collection of any earnings on the real property hereon or in proceeding to sell the real property hereon, the Trustee shall have the right to charge upon any and all property of or upon the ability of a borrower, in part or in full, against the Mortgagee or if the Mortgagee shall make an assignment for the benefit of its creditors or if the priority be placed under contract of assignment of any court, or if the Mortgagee should sell or transfer or upon the sale or transfer of the mortgaged property or an assignment of the beneficial interest in said property or an assignment to sell, transfer or assign without the written consent of the Mortgagee, or upon the death of any mortgagor, endorser or guarantor of the note secured hereby, or in the event of the liquidation of a part or of all of the said property, then and in any of said events, the Mortgagee is hereby authorized and empowered, at its option and without affecting the lien hereby created or the priority of said lien or any right of the Mortgagee hereunder, to declare without notice, all sums secured hereby immediately due and payable, whether or not such default is remedied by Mortgagee, and apply toward the payment of said mortgage indebtedness any indebtedness any indebtedness to the Mortgagee, and said Mortgagee may also immediately proceed to foreclose this mortgage, and in any foreclosure a sale may be made of the premises en masse without offering the several parts separately.

H. If the Mortgagee may employ counsel for advice or other legal service at the Mortgagee's discretion in connection with any dispute as to the debt hereby secured or the terms of this instrument, or any litigation in which the Mortgagee may be made a party on account of this lien or which may affect the title to the property securing the indebtedness hereby secured or which may affect said debt or lien and any reasonable attorney's fees so incurred shall be added to and be a part of the debt hereby secured. Any costs and expenses reasonably incurred in the foreclosure of this mortgage and sale of the property securing the same and in connection with any other dispute or litigation affecting said debt or lien, including reasonably estimated amounts to conclude the transaction, shall be added to and be a part of the debt hereby secured. All such amounts shall be payable by the Mortgagee on demand, and if not paid shall be included in any decree or judgment as a part of said mortgage debt and shall include interest at the highest contract rate, or if no such contract rate then at the legal rate. In the event of a foreclosure sale of said premises there shall first be paid out of the proceeds thereof all of the aforesaid amounts, 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 mortgage if any shall be paid to the Mortgagee, and the purchaser shall not be obliged to see to the application of the purchase money.

I. In case the mortgaged property, or any part thereof, shall be taken by condemnation, the Mortgagee is hereby empowered to collect and receive all compensation which may be paid for said property taken or for damages to any property not taken and all condemnation compensation so received shall be forthwith applied by the Mortgagee as it may elect, to the immediate redemption of the indebtedness secured hereby, or to the repair and restoration of any property so condemned, provided that any excess over the amount of the indebtedness secured hereby, or to the repair and restoration of any property so condemned, shall be paid to the mortgagor or his assigns.

J. All easements, rights, claims and profits of said premises are mediated, assigned and transferred to the Mortgagee, whether now due or hereafter to become due, and 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 if it is the intention hereof, not to pledge said rents, issues and profits on a parity with said real estate and not secondarily and such pledge shall not be deemed to be subject to any subsequent debts, and to establish an absolute transfer and assignment to the Mortgagee of all such leases and agreements and all the rents, issues and profits thereon, in the event of default, either before or after foreclosure sale, to effect upon and take possession of, mortgage, 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 and receive rents, issues and profits, regardless of when earned, and use such proceeds whether legal or equitable as it may deem proper to pay or discharge any indebtedness, including the indebtedness hereby secured, and to pay or discharge any other indebtedness, including the indebtedness hereby secured, and to purchase, purchase, lease and extended coverage and other forms of insurance as may be deemed advisable, and in general exercise all powers which may be incident to the ownership and management of the mortgaged premises, and in 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 attorney's fees, incurred in the exercise of the powers hereunder, and from time to time apply any balance of income not, in its sole discretion, needed for the satisfaction of the indebtedness hereby secured, and the proceeds of any sale of any property, whether there be any other indebtedness secured thereon, to the satisfaction of the indebtedness hereby secured, and the Mortgagee, in its sole discretion, may, in the event of any default in performance of the Mortgagee's obligations hereon, the Mortgagee, on satisfaction of the indebtedness hereby secured, may continue to hold and may to Mortgagee 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 deed pursuant to a decree foreclosing the lien hereby, but if no deed is issued, then until the expiration of the statutory period during which a deed may be issued, Mortgagee shall, however, have the discretionary power at any time to refuse to take up to abandon possession of said premises, without affecting the lien hereby. Mortgagee shall have all powers, if any, which it might have had without this paragraph. No deed shall be sustainable against Mortgagee based upon acts of omission relating to the subject matter of this paragraph unless commenced within sixty days after Mortgagee's possession ceases.

K. 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 to 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 owned 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, issues and profits of said premises during the pendency of such foreclosure suit and the statutory period of redemption, and such rents, issues 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 of other debts necessary for the protection and preservation of the property, including the expenses of such receivership, or in any decree or order whether there be other indebtedness secured thereon, 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 but he may elect to terminate any lease prior to the time of sale.

L. 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 operate in any manner to waive the right of Mortgagee to enforce performance of the same or any other of said covenants, that wherever the contract herein 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 Mortgagee, and the successors and assigns of the mortgagor, and that the powers herein mentioned may be exercised as often as occasion therefor arises.

M. The corporate Trustee named herein being duly authorized to do so by the trust instrument or by any persons having a power of direction over the Trustee does hereby waive any and all rights of redemption in whole or in part under any order or decree foreclosing this mortgage, unless that mortgage, at the time of the foreclosure hereon, covers any land which is improved with buildings for not more than four families or is given to secure a loan to be used, in whole or in part, to finance the construction of a dwelling for not more than four families or is used or intended to be used for agricultural purposes.


N. The right is hereby reserved by the Mortgagee to make any partial release or releases of the mortgaged premises hereunder without notice to, or the consent, approval or agreement of other parties in interest, including junior lienholders, which partial release or releases shall not impair in any manner the validity of or priority of this mortgage on the mortgaged premises remaining, nor release any guarantor, co-signer, surety or endorser from personal liability for the indebtedness hereby secured.


O. This mortgage is executed by the undersigned 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 undersigned 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 shall be construed as creating any liability on the part of the undersigned, either individually or jointly, for the performance of the obligations of the note or for the payment of the principal or interest thereon, or for the performance of any other obligations or covenants expressed 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 of security hereunder, and that to far as the undersigned, 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 the indebtedness secured hereby shall look solely to the premises hereby pledged for the payment thereof. As the employment 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, co-signer, surety, or endorser, if any.

IN WITNESS WHEREOF, the undersigned corporation, not personally but as Trustee as aforesaid, has caused these presents to be signed by its ASS'T TRUST OFFICER and its corporate seal to be hereunto affixed and attested by its ASS'T TRUST OFFICE

Secretary, this 13TH day of JUNE

A.D. 19 97
FIRST BANK AND TRUST COMPANY OF ILLINOIS

ATTEST: 

As Trustee as aforesaid and not personally


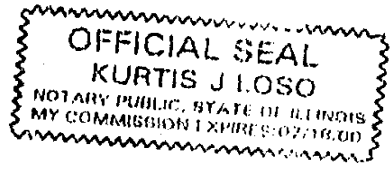
ASSISTANT TRUST OFFICER
STATE OF ILLINOIS
COUNTY OF COOK

BY ASSISTANT TRUST OFFICER

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY THAT personally known to me to be the President of

a corporation, and personally known to me to be the Secretary of said corporation, and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that as such officers they signed and delivered the said instrument as such officers of said corporation and caused the corporate seal of said corporation to be affixed thereto, pursuant to authority, given by the Board of Directors of said corporation as their free and voluntary act, and as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal, this day of A.D. 19



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EXHIBIT A

The land referred to in this commitment is described as follows:

LOT 7 (EXCEPT THAT PART THEREOF LYING EAST OF A LINE 50 FEET WEST OF AND PARALLEL WITH THE EAST LINE OF SECTION 19) IN CHARLES J. FORD'S SUBDIVISION OF BLOCK 18 IN SUBDIVISION OF SECTION 19, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, (EXCEPT THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 AND THE EAST 1/2 OF THE SOUTHEAST 1/4 THEREOF), IN COOK COUNTY, ILLINOIS.

Permanent Index No. 14-19-216-024



*Malto's
Trust Dept.
725 Bank and Trust Co. Bldg.
300 E. N.W. Highway
Palatine, Ill. 60067*

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