8785/0084 82 005 Page 1 of 6 1998-07-22 12:09:13

Cook County Recorder

31.50

PREPARED BY: Mail to:

SELFRELIANCE UKRAINIAN FEDERAL

CREDIT UNION

2351 W. CHICAGO AVE. CHICAGO, ILLINOIS 60622



COOK COUNTY
RECORDER
JESSE WHITE
ROLLING MEADOWS

MORTGAGE

THIS INDENTURE WITNESSETH: That the undersigned Marquette National Bank, a national banking association

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 (270,162,11,1976), and known as trust number 7498 hereinafter referred to as the Mortgagor, does be reby Mortgage to

SELFRELIANCE UKRAINIAN FEDERAL CREDIT UNION

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 in the State of Illinois, to wit:

*** SEE ATTACHED LEGAL DESCRIPTION ***

TOGETHER with all buildings, improvements, fixtures or appurtenances now or herafter 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 in customary or appropriate, including screens, venetian blinds, window shades, storm doors and windows, floor coverings, creen 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 promises 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 of agreement for the use or occupancy of said property, or any part there of, 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 renthissues 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 cale, 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 or 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 owers 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 Mortgager's agreements herein, the Mortgagee, on satisfactory evidence thereof, shall relinquish possession and pay to the Mortgagor any surplus income in its hands.

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UNOFFICIAL COP \$634550 Page 2 of

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 line 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 wave.

TO SECURE the payment of a certain indebtedness from the Mortgagor to the Mortgagoe evidenced by a note made by he Mortgagor in favor of the Mortgagoe, bearing even date herewith, in the sum of Eighty Five Thousand and no/100 (\$85,000.00) which note together with interest thereon as provided by said note, is payable in monthly installments of Five Hundred Fifty One and 31/100 (\$551.31) on the 1st day of each month, commencing with August 1, 1998 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, r mong other things, if specifically required by the credit union, 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 covenance, increin contained.

A. THE MORTGAGOR COVENANTS:

- (1) To pay immediately when due and payable all general taxes, special assessments, water charges, sewer service 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 the efor, and all such items extended against said property shall be conclusively deemed valid for the purpose of this requirement.
- (2) 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 least 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 forms 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 converse 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 redemptioner, 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 Mortgagor agrees to sign, upon demand, all receipts, vouchers and releases required of him by the insurance companies; application by the Mortgagee of any of the proceeds of such insurance to the indebtedness hereby secured shall not excuse the Mortgagor from making all monthly payments until the indebtedness is paid in full;
- (3) To complete within a reasonable time any buildings or improvements now or at any time in the process of erection upon said premises;
- (4) To promptly repair, restor and rebuild any buildings or improvements now or hereafter on the premises which may become damaged or destroyed;
- (5) 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 expressly subordinated to the lien hereof;

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- (6) 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 ommission to act;
 - (7) To comply with all requirements of law with respect to the mortgaged premises and the use thereof;
- (8) Not to suffer or permit, without the written permission of the Mortgagee being first had and obtained, (a) any use of the property for any purposes other than that for which it is now used, (b) any alterations, additions, demolition, removal or sale of any improvements, apparatus, appurtenances, fixtures or equipment now or hereafter upon said property, (c) a 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) That if the Mortgagor shall procure contracts of insurance upon his life and disability insurance for loss of time by accidental injury or sickness, or either such contract, making the Mortgagee assignee thereunder, the Mortgagee may pay the premiums for such insurance and add said payments to the principal indebtedness secured by this mortgage, to be repaid in the same manner and without changing the amount of the monthly payments, unless such change is by my and consent.

B. THE MORTGACOR FURTHER COVENANTS:

- (1) That in the case of failure to perform any of the covenants herein, the Mortgagee may do on the Mortgagor's behalf everything so covenanted: that the Mortgagee may also do any act it may deem necessary to protect the lien hereof; that the Mortgagor will repay upon demand any moneys paid or disbursed by the Mortgagee for any of the above purposes and such mone is onether with interest thereon at the highest rate for which it is then lawful to contract shall become so much additional indebtedness hereby secured and may be included in any decree foreclosing this mortgage and be paid so much additional indebtedness hereby secured 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 nor to do any act he cander; and that Mortgagee shall not incur any personal liability because of anything it may do or omit to do hereunder;
- (2) That it is the intent hereof to secure payment of said note whether the entire amount shall have been advanced to the Mortgagor at the date hereof or at a later date, or having been advanced, shall have been repaid in part and further advances made at a later date, which advances shall in no event operate to make the principal sum of the indebtedness greater than the original principal amount plus any amount or amounts that may be added to the mortgage indebtedness under the terms of this mortgage for the purpose of protecting the security and for the purpose of paying premiums under Section A (2) above, or for either purpose;
- (3) That in the event the ownership of said property or any part thereof becomes vested in a person other than the Mortgagor, the Mortgagee may, without notice to the Mortgagor, deal with such successor or successors in interest with reference to this mortgage and the debt hereby secured in the same ma iner as with the Mortgagor, and may forbear to sue or may extend time for payment of the debt hereby secured without discharging or in any way affecting the liability of the Mortgagor hereunder or upon the debt hereby secured;
- (4) That time is of the essence hereof, and if default be made in performance of any coverant herein contained or in making any payment under said note or obligation or any extension or renewal thereof, or if proceedings be instituted to enforce any other lien or charge upon any of said property, or upon the filling of a proceeding in bankruptcy by or against the Mortgagor, or if the Mortgagor shall make an assignment for the benefit of his creditors or if his property be placed under control of or in custody of any court or officer of the government, or if the Mortgagor abandon any of 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 be remedied by Mortgagor, and apply toward the payment of said mortgage indebtedness any indebtedness of the Mortgagee to the Mortgagor, and said Mortgagee may also immediately proceed to foreclose this mortgage, and in any foreclosure a sale may be made of the premises enmasse without offering the several parts separately;

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(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 said covenants; that wherever the context hereof requires, the masculine grader, 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, a ministrators, 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 occassion therefor arises.

for the foreclosure hereof after the accrual of the right to foreclose, wether 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 an in not be obliged to see to the application of the purchase money.

(7) This mortgage is executed by Marquette National 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 Marquette National Bank possesses full power and authority to execute this instrument and it is expressly understood and agreed that nothing herein said contained shall be construed creating any hability on either individually or as Trustee aforesaid, Marquette National Bank personally to pay the said note or any interest that may accrue thereon, or any indebtedness accruing becauder, 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 Marquette National 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.

> UPON THE SALE OR TRANSFER OF THE MORTGAGE PROPERTY OR AN ASSIGNMENT OF BENEFICIAL INTEREST IN SAID PROPERTY WITHOUT WRITTEN CONSENT OF THE MORTGAGEE, THE MORTGAGEE IS AUTHORIZED TO DECLARE WITHOUT NOTICE ALL SUMS SECURED HEREBY IMMEDIATELY DUE AND PAYABLE.

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UNOFFICIAL COPPS 34550 Page 5 of 6

IN WITNESS WHEREOF, Marquette National Bank

is

not personally but as Trustee as aforesaid, has caused the President, and its corporate seal to be hereunto affixed at lst day of July A.D. 1998		oy its Secretary, thi
ATTEST:	nwakqueini NA	HONAL BANK
A () _	As Trustee as als	resaid and not personally
Angeline M. Laba	By All	Mr Alenne
Secretary		Corridont
		v
CO _A		
STATE OF ILLINO%		
COUNTY OF Cook		
I, Limite a. Zurlin a Novary Publi DO HEREBY CERTIFY, PHAT Sterm Just Office a	ic, in and for said County, in	the state aforesaid, M. La President of Secretar
of said corporation, who are personally known to me to foregoing instrument as such free for the said of the said	be the same persons whose	e names are subscribed to the
respectively, appeared before me this day if herson and	d acknowledged that they	signed and delivered the said
instrument as their own free and voluntary act and as the aforesaid for the uses and purposes therein set forth; and	the said Consult	Secretary then an
said seal to said instrument as keep own free	ing, voluntary act and as the	al of said corporation, did affine free and voluntary act of said
corporation, as Trustee as aforesaid, for the uses and purpos	ses therein set forth.	•
GIVEN under my hand and Notarial Seal, this	3 rd day of ful	A.D. 1998
"OFFICIAL SEAL"	Ch	/
> LUCILLE A. ZURLIS > Notary Public, State of Illinois >	f. Ob	- a. zenla
My Commission Expires 1/24/2002	Notar	v Fublie /
My commission expires		
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		Office .
		CV

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UNOFFICIAL COPS 434550 Page 4 of 4

LEGAL DESCRIPTION FOR:

4250 W. 103rd St., Oakl Lawn, IL 60453 Trust no.7498, dated October 11, 1976

Lot Two (2) in Donovan's Resubdivision of Lots Twenty Three (23), Twenty Four (24), and Twenty Five (25) in Block Four (4) in Ridge Lawn Highlands First Addition, being a subdivision of the West Half (W 1/2) of the South East Quarter (SE 1/4) of the Northwest Quarter (NW 1/4) of the South East Quarter (SE 1/4) and the West Half (W 1/2) of the East Half (E 1/2) of the South West Quarter (SW 1/4) of the South East Quarter (SE 1/4) of Section 10, Township 37 North, Range 13, East of the Third Principal Meridian, in Cook County Illinois.

PERMANENT TAX NO.: 24-10-416-031

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