

UNOFFICIAL COPY

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NOTE IDENTIFIED

MAIL TO:

PETERSON FINANCE & INVESTMENT CO.
LAND TRUST
MORTGAGE

THIS INSTRUMENT Prepared by
THOMAS LHEG, PETERSON

3300 W. IRVING PK. AVE.
CHICAGO, ILL. 60659

70-09797 (02)

The above space for RECORDING USE ONLY

THIS INSTRUMENT made June 23, 1985 Witnessed, that the undersigned
Chicago Title and Trust Co., not personally but as Trustee under the provisions

of a Deed of Trust duly recorded and delivered to said Trustee in pursuance of a Trust Agreement dated 6/11/1985
and known as a Trust Number 1086710, hereinafter referred to as the Mortgage, does hereby Convey and Mort-
gage to PETERSON FINANCE & INVESTMENT CO., an Illinois PFIC corporation having an office and place of business in Chicago,

Illinois, hereinafter referred to as the Mortgagee, the following real estate situated in the County of COOK, State of
Illinois, to wit:

Per legal description attached hereto and made a part hereof

LOT 7 IN BLOCK 2 IN BICKERDIKE'S ADDITION TO IRVING PARK, BEING
A SUBDIVISION OF THE WEST 1/4 OF THE NORTHWEST 1/4 OF THE NORTHEAST
1/4 AND THAT PART LYING SOUTH OF ELSON AVENUE OF THE EAST 1/4 OF
THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 23, TOWNSHIP 40
NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK
COUNTY, ILLINOIS.

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Dollars 48,000.00 with a final payment of DEMAND together with interest as follows, and
all renewals, extensions, or modifications thereof.

Interest on the principal balance remaining from time to time unpaid shall be payable prior to maturity at the rate of 12.50
per cent per annum and after maturity, at the rate of 13.50 per cent per annum

Interest on the principal balance remaining from time to time unpaid shall be payable prior to maturity at the prime lending rate
of _____ for its (successor) plus _____ per cent per
annum over _____ said prime lending rate, and after maturity, at the said prime lending rate plus _____ per cent per annum
over the said prime lending rate, provided however, that said interest rate in no event shall be less than _____ per cent per
annum. Any increase or decrease of the rate of interest shall be effective as of the date of said prime lending rate change.

(2) Future Advances. Upon request of Mortgages, Lender, at Lender's option prior to release of this Mortgage, may make Future
Advances to Mortgages. Such Future Advances, with interest thereon, shall be secured by the Mortgage when evidenced by promissory
notes stating that said notes are secured hereby. At no time shall the principal amount of any indebtedness secured by this Mortgage,
not including sums advanced in accordance herewith to protect the security of this mortgage, exceed the original amount of the Note plus
US \$ 24,000.00

This mortgage consists of two pages. The covenants, conditions and provisions appearing on page 2 (the reverse side of this mortgage)
are incorporated herein by reference and are a part hereof and shall be binding on the Mortgages, their heirs, successors and assigns.

THIS MORTGAGE is executed by the undersigned trustee, not personally but as a Trustee as aforesaid, in the exercise of the power
and authority conferred upon and vested in it as such Trustee, (and said Trustee, hereby warrants that it (posses, owns, conveys and authority
to execute this instrument) and it is expressly understood and agreed that nothing herein or in said note or notes shall be construed
as creating any liability on the said Trustee 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, being expressly
waived by the Mortgagee and by every person now or hereafter claiming any right to security hereunder, and that so long as the said trustee
personally is concerned, the legal holder or holders of said note and the owner or owners of any indebtedness secured 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 or guarantors, if any.

IN WITNESS WHEREOF, the undersigned trustee not personally but as a Trustee as aforesaid, has caused this instrument to be signed
and its corporate seal to be hereunto affixed and attested to, the day and year first above written.

Chicago Title and Trust Co., As Trustee
at, stated and not personally.

CORPORATE SEAL

By: [Signature] ASST. VICE PRESIDENT
Attest: [Signature] SECRETARY

STATE OF ILLINOIS)
COUNTY OF COOK) SS.

I, the undersigned, a Notary Public in and for the County and State aforesaid, DO HEREBY
CERTIFY that the above named officers of the ASST. VICE PRESIDENT

Grantor, personally known to me to be
the same persons whose names are subscribed to the foregoing instrument as such officers
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 volun-
tary act of said Company for the uses and purposes therein set forth, and the said officers
therein then acknowledged that the said officers, at execution of the corporate seal of
said Company, used the corporate seal of said Company to be affixed to said instrument
as said officers saw, free and voluntary act and as the free and voluntary act of said Com-
pany for the uses and purposes therein set forth.

Given under my hand and Notarial Seal the 24TH day of

JUNE 1985

[Signature]
Notary Public

FOR THE RECORDER'S INDEX PURPOSES, INSERT STREET ADDRESS OF ABOVE DESCRIBED PROPERTY HERE
3553 W. Irving St, Chg, Ill Peterson Finance Investment Co. TL/JOONGANG
Place in Recorder's Book No. _____
MAIL TO 3300 W. Peterson CHG, IL 60659

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UNOFFICIAL COPY

1. Mortgagors shall (1) promptly repair, restore or rebuild any buildings or improvements now or hereafter on the premises which may become damaged or be destroyed, (2) keep said premises in good condition and repair, without waste, and free from any taxes or other liens or claims for lien not expressly subordinated to the lien thereof, (3) pay when due any indebtedness which may be secured by a lien or charge on the premises superior to the lien hereof, and upon request exhibit satisfactory evidence of the discharge of such prior lien to the Mortgagee, (4) complete within a reasonable time any building or buildings now or at any time in process of erection upon said premises, (5) comply with all requirements of law or municipal ordinances with respect to the premises and the use thereof, (6) make no material alterations in said premises except as required by law or municipal ordinance.

2. Mortgagors shall pay before any penalty attaches all general taxes, and shall pay special taxes, special assessments, water charges, sewer service charges, and other charges against the premises when due, and shall, upon written request, furnish to the Mortgagee duplicate receipts therefor. To prevent default hereunder Mortgagors shall pay in full under protest, in the manner provided by statute, any tax or assessment which Mortgagors may desire to contest.

3. In the event of the enactment after this date of any law of Illinois deducting from the value of land for the purpose of taxation any lien thereon, or imposing upon the Mortgagee the payment of the whole or any part of the taxes or assessments or charges or liens herein required to be paid by Mortgagors, or changing in any way the laws relating to the taxation of mortgages or debts secured by mortgages or the mortgagee's interest in the property, or the manner of collection of taxes, so as to affect this mortgage or the debt secured hereby or the holder thereof, then and in any such event, the Mortgagors, upon demand by the Mortgagee shall pay such taxes or assessments or reimburse the Mortgagee therefor, provided, however, that if in the opinion of counsel for the Mortgagee (a) it might be unlawful to require Mortgagors to make such payment or (b) the making of such payment might result in the imposition of interest beyond the maximum amount permitted by law, then and in such event, the Mortgagee may elect, by notice in writing given to the Mortgagors, to declare all of the indebtedness secured hereby to be and become due and payable sixty (60) days from the giving of such notice.

4. If, by the laws of the United States of America or of any state having jurisdiction in the premises, any tax is due or becomes due in respect of the issuance of the note hereby secured, the Mortgagors covenant and agree to pay such tax in the manner required by any such law. The Mortgagors further covenant to hold harmless and agree to indemnify the Mortgagee, and the Mortgagee's successors or assigns, against any liability incurred by reason of the imposition of any tax on the issuance of the note secured hereby.

5. The Mortgagor hereby waives any and all rights of redemption from sale under any order or decree of foreclosure of this Mortgage on its own behalf and on behalf of each and every person, except decree or judgement creditors of the mortgagor, acquiring any interest in or title to the premises subsequent to the date of this Mortgage. This paragraph is operative where allowed by Illinois Statutes.

6. Mortgagors shall keep all buildings and improvements now or hereafter situated on said premises insured against loss or damage by fire, lightning and windstorm 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, all in companies satisfactory to the Mortgagee, under insurance policies payable, in case of loss or damage, to Mortgagee, such rights to be evidenced by the standard mortgage clause to be attached to each policy, and shall deliver all policies, including additional and renewal policies, to the Mortgagee, and in case of insurance about to expire, shall deliver renewal policies not less than ten days prior to the respective dates of expiration.

7. In case of default thereon Mortgagee may, but need not, make any payment or perform any act heretofore required of Mortgagors in any form and manner deemed expedient, and may, but need not, make full or partial payments of principal or interest on prior encumbrances, if any, and purchase, discharge, compromise or settle any tax lien or other prior lien or title or claim thereon, or reform from any tax sale or forfeiture affecting said premises or contest any tax or assessment. All moneys paid for any of the purposes herein authorized and all expenses paid or incurred in connection therewith, including attorneys' fees, and any other moneys advanced by Mortgagee to protect the mortgaged premises and the lien hereof, shall be so much additional indebtedness secured hereby and shall become immediately due and payable without notice and with interest thereon at the past maturity rate of the note hereby secured. Inaction of Mortgagee shall never be considered as a waiver of any right accruing to the Mortgagee on account of any default hereunder on the part of the Mortgagors.

8. The Mortgagee making any payment hereby authorized relating to taxes or assessments, may do so according to any bill, statement or estimate procured from the appropriate public office without inquiry into the accuracy of such bill, statement or estimate or into the validity of any tax, assessment, sale, forfeiture, tax lien or title or claim thereon.

9. Mortgagors shall pay each item of indebtedness herein mentioned, both principal and interest, when due according to the terms hereof. At the option of the Mortgagee and without notice to Mortgagors, all unpaid indebtedness secured by this mortgage shall, notwithstanding anything in the note or in this mortgage to the contrary, become due and payable (a) immediately in the case of default in making payment of any installment of principal or interest on the note, or (b) when default shall occur and continue for three days in the performance of any other agreement of the Mortgagors herein contained.

10. When the indebtedness hereby secured 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 for sale all expenditures and expenses which may be paid or incurred by or on behalf of Mortgagee for attorneys' fees, appraiser's fees, outlays for documentary and expert evidence, stenographers' charges, publication costs and costs (which may be estimated by or to items to be expended after entry of the decree of foreclosing all such abstracts of title, title searches, and examinations, title insurance policies, Torrens certificates, and similar data and assurances with respect to title as Mortgagee may deem to be reasonable by necessary either to prosecute such suit or to evidence to bidders at any sale which may be had pursuant to such decree the true condition of the title to or the value of the premises. All expenditures and expenses of the nature herein mentioned shall become so much additional indebtedness secured hereby and immediately due and payable, with interest thereon at the past maturity rate of the note hereby secured, when paid or incurred by Mortgagee in connection with (a) any proceeding, including probate and bankruptcy proceedings, to which the Mortgagee shall be a party, either as plaintiff, claimant or defendant, by reason of this mortgage or any indebtedness hereby secured; or (b) preparations for the commencement of any suit for the foreclosure hereof after denial of such right to foreclose whether or not actually commenced; or (c) preparations for the defense of any actual or threatened suit or proceeding which might affect the premises or the security hereof.

11. The proceeds of any foreclosure sale of the premises shall be distributed and applied in the following order of priority: First, on account of all costs and expenses incident to the foreclosure proceedings, including all such items as are mentioned in the preceding paragraph hereof; second, all other items which under the terms hereof constitute secured indebtedness additional to that evidenced by the note, with interest thereon as herein provided, third, all principal and interest remaining unpaid on the note; fourth, any surplus to Mortgagors, their heirs, legal representatives or assigns, as their rights may appear.

12. Upon or at any time after the filing of a complaint to foreclose this mortgage the court in which such complaint is filed may appoint a receiver of said premises. Such appointment may be made either before or after sale, without notice, without regard to the solvency or insolvency of Mortgagors at the time of application for such receiver and without regard to the then value of the premises or whether the same shall be then occupied as a homestead or not, and the Mortgagee may be appointed as such receiver. Such receiver shall have power to collect the rents, issues and profits of said premises during the pendency of such foreclosure suit and, in case of a sale and a deficiency, during the full statutory period of redemption, whether there be redemption or not, as well as during any further times when Mortgagors, except for the intervention of such receiver, would be entitled to collect such rents, issues and profits, and all other powers which may be necessary or appropriate in such cases for the protection, possession, control, management and operation of the premises during the whole or in part of (1) the indebtedness secured hereby, or by any decree foreclosing this mortgage, or any tax, special assessment or other lien which may be or become superior to the lien hereof or of such decree, provided such application is made prior to foreclosure sale; (2) the deficiency in case of a sale and deficiency.

13. No action for the enforcement of the lien or of any provision hereof shall be subject to any defense which would not be good and available in the party interposing same in an action at law upon the note hereby secured.

14. The Mortgagee shall have the right to inspect the premises at all reasonable times and access therein shall be permitted for that purpose.

15. The Mortgagors shall periodically deposit with the Mortgagee such sums as the Mortgagee may reasonably require for payment of taxes and assessments on the premises. No such deposit shall bear any interest.

16. If the payment of said indebtedness or any part thereof be extended or varied or if any part of the security be released, all persons now or at any time hereafter liable therefor, or interested in said premises, shall be held to assent to such extension, variation or release, and their liability and the lien and all provisions hereof shall continue in full force, the right of recourse against all such persons being expressly reserved by the Mortgagee, notwithstanding such extension, variation or release.

17. Mortgagee shall release this mortgage and lien thereof by proper instrument upon payment and discharge of all indebtedness secured hereby and payment of a reasonable fee to Mortgagee for the execution of such release.

18. This mortgage and all provisions hereof, shall extend to and be binding upon Mortgagors and all persons claiming under or through Mortgagors, and the word "Mortgagors" when used herein shall include all such persons and all persons liable for the payment of the indebtedness or any part thereof, whether or not such persons shall have executed the note of this mortgage. The word "Mortgagee" when used herein shall include the successors and assigns of the Mortgagee named herein and the holder or holders, from time to time, of the note secured hereby.

19. The mortgagor (or beneficial owner) will not transfer, assign or in any way hypothecate or attempt to transfer, assign or by subrogate their right, title, interest, or any beneficial interest in the property securing this Note without first obtaining the written consent of the holder. Upon any transfer, assignment or hypothecation of mortgagors right, title or interest to the property or any beneficial interest therein securing this Note, without the previous written consent of the holder, the principal balance remaining at the time of such transfer, assignment or hypothecation shall at the option of the holder immediately become due and payable. The acceptance of any payment after such transfer, assignment or hypothecation shall constitute an acknowledgment by the mortgagor of such assignment, transfer, or hypothecation, and shall constitute a waiver of the mortgagor's right to rescind such assignment, transfer, or hypothecation.

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5555 W. LEXINGTON CHY, LITTONVILLE, ILL. 60111
FOR THE RECORDS IN THE COUNTY OF COOK, ILLINOIS, IN THE ADDRESS OF ABOVE DESCRIBED PROPERTY HERE

NOTARIAL PUBLIC
JUNE 21 1988 1 23 PM '88

THE SIGNED PARTIES WHOSE NAMES ARE SUBSCRIBED TO THE FOREGOING INSTRUMENT AS SUCH OFFICERS AND AGENTS OF SAID COMPANY ARE SUBJECT TO THE FOLLOWING CONDITIONS AND AGREEMENTS:

1. THE UNDERSIGNED, A Notary Public in and for the County and State of ILLINOIS, DO HEREBY CERTIFY THAT THE SIGNED PARTIES OFFICERS OF THE

ASSISTANT PRESIDENT

CHICAGO TITLE AND TRUST CO., AS TRUSTEE

AND ITS CORPORATE SEAL TO BE HERETOFFERED AND ATTACHED TO THE INSTRUMENT AND TO BE RECORDED IN THE PUBLIC RECORDS OF THE COUNTY OF COOK, ILLINOIS, IN THE ADDRESS OF ABOVE DESCRIBED PROPERTY HERE

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of my office at Chicago, Illinois, this 21st day of June, 1988.

THIS MORTGAGE INSTRUMENT IS SUBJECT TO THE FOLLOWING CONDITIONS AND AGREEMENTS:

1. THE UNDERSIGNED, CHICAGO TITLE AND TRUST CO., AS TRUSTEE, HEREBY CERTIFIES THAT THE INSTRUMENT IS SUBJECT TO THE FOLLOWING CONDITIONS AND AGREEMENTS:

1.1 INTEREST ON THE PRINCIPAL BALANCE OF THE INSTRUMENT SHALL BE PAYABLE FROM TIME TO TIME IN EQUAL MONTHLY INSTALLMENTS OF THE FOLLOWING AMOUNTS:

1.2 INTEREST ON THE PRINCIPAL BALANCE OF THE INSTRUMENT SHALL BE PAYABLE FROM TIME TO TIME IN EQUAL MONTHLY INSTALLMENTS OF THE FOLLOWING AMOUNTS:

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NOTE IDENTIFIED
THOMAS LEE PETERSON
LAND TRUST
MORTGAGE
INVESTMENT CO.

THOMAS LEE PETERSON

THIS INSTRUMENT RECORDED AT
CHICAGO, ILL. 60639

JUNE 21, 1988

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THE COVENANTS, CONDITIONS AND PROVISIONS REFERRED TO ON PAGE 1 THE REVERSE SIDE OF THIS MORTGAGE

1. Mortgages shall promptly repair, restore or rebuild any buildings or improvements now or hereafter situated on said premises insured against loss or damage and... (1) keep said premises in good condition and repair, without waste, and free from encumbrances or other liens or claims for which the mortgagor is or may become liable...

2. Mortgages shall pay before any priority attaches all general taxes, and shall pay special taxes, special assessments, water charges, sewer service charges, and other charges against the premises when due, and shall, upon written request, furnish to the Mortgagee duplicate receipts therefor... (2) pay within the time specified in the notice or demand for payment any taxes or assessments or charges or liens herein...

3. The Mortgagee hereby waives any and all rights of redemption from sale under any order or decree of foreclosure of this mortgage on its own behalf and on behalf of each and every person, except the mortgagor, acquiring any interest in or title to the premises... (3) pay to the Mortgagee the full amount of any such tax, assessment, or charge on the premises...

4. If by the laws of the United States of America or of any state having jurisdiction in the premises, any tax is due or becomes due in respect of the premises of the mortgagor, the Mortgagee shall pay such tax in the manner required by any such law... (4) pay to the Mortgagee the full amount of any such tax, assessment, or charge on the premises...

5. The Mortgagee shall pay each item of indebtedness herein mentioned, both principal and interest, when due according to the terms hereof... (5) pay to the Mortgagee the full amount of any such tax, assessment, or charge on the premises...

6. Mortgages shall keep all buildings and improvements now or hereafter situated on said premises insured against loss or damage by fire, lightning and windstorm... (6) pay to the Mortgagee the full amount of any such tax, assessment, or charge on the premises...

7. The Mortgagee making any payment, by any authorized relation to taxes or assessments, may do so according to any bill, statement or estimate presented from the appropriate public authority without inquiry into the accuracy of such bill, statement or estimate... (7) pay to the Mortgagee the full amount of any such tax, assessment, or charge on the premises...

8. The Mortgagee shall release this mortgage and be discharged by proper assignment upon payment and discharge of all indebtedness secured hereby... (8) pay to the Mortgagee the full amount of any such tax, assessment, or charge on the premises...

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