

# UNOFFICIAL COPY

## MORTGAGE

0 3 5 2 7 5 2  
USAN# 10356-5  
3527525

THIS INDENTURE WITNESSETH: That the undersigned \_\_\_\_\_

NORTHWEST NATIONAL BANK OF CHICAGO

/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 FEBRUARY 1ST, 1983  
\_\_\_\_\_, and known as trust number 6912 \_\_\_\_\_, hereinafter referred to  
as the Mortgagor, does hereby Mortgage and Warrant to

### COMMUNITY SAVINGS BANK ~~COMMUNITY SAVINGS AND LOAN ASSOCIATION~~

a corporation organized and existing under the laws of the STATE OF ILLINOIS \_\_\_\_\_, hereinafter  
referred to as the Mortgagee, the following real estate, situated in the County of COOK  
in the State of Illinois, to wit:

SEE RIDER ATTACHED HERETO:

All of Lot Eighty-Two - - - - - (82)  
All of Lot Eighty-Three - - - - - (83)  
In Wm. H. Britigan's Second Addition to Portage Park, a Subdivision of part of  
Montrose Manor in the South Half (S $\frac{1}{2}$ ) of the Southeast Quarter (SE $\frac{1}{4}$ ) of the  
Northeast Quarter (NE $\frac{1}{4}$ ) of Section Seventeen (17), Township Forty (40) North,  
Range Thirteen (13), East of the Third Principal Meridian;

ALSO

Lot Six (except the West 14.0 feet thereof) - - - (6)  
In the Resubdivision of Lots Forty-Four (44) to Forty-Nine (49) both inclusive,  
Lots Eighty-Four (84) to Eighty-Nine (89) both inclusive and Lots One Hundred  
Twenty-Four (124) to One Hundred Twenty-Nine (129) both inclusive, in Wm. H.  
Britigan's Second Addition to Portage Park, a Subdivision of part of Montrose  
Manor, in the South Half (S $\frac{1}{2}$ ) of the South East Quarter (SE $\frac{1}{4}$ ) of the Northeast  
Quarter (NE $\frac{1}{4}$ ) of Section Seventeen (17), Township Forty (40) North, Range Thirteen  
(13), East of the Third Principal Meridian;

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Property commonly known as: 5700 W. Montrose Avenue - Chicago, IL 60634.

PIN 13-11-230-041-0600 AMM

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 proceeds 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 satis-  
factory evidence thereof, shall relinquish possession and pay to Mortgagor 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 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 Home-  
stead 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 TWO HUNDRED THOUSAND  
AND NO/100 \_\_\_\_\_ Dollars (\$ 200,000.00.),  
which note together with interest thereon as provided by said note, is payable in monthly installments of TWO THOUSAND  
TWO HUNDRED SEVENTY-FOUR AND NO/100 \_\_\_\_\_ DOLLARS (\$ 2,274.00 )  
on the \_\_\_\_\_ day of each month, commencing with July 1st, 1986 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.

40009994 (mar)

note identified

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Property of Cook County Clerk's Office

2/1342276

3527525

Box 330

**MORTGAGE**

NORTHWEST NATIONAL BANK OF CHICAGO  
TR# 6912

5700 W. MONTROSE AVENUE

CHICAGO, ILLINOIS 60634

to

**COMMUNITY SAVINGS BANK**  
**AMERICAN ASSOCIATION**  
Chicago, Illinois

Mail To:

**COMMUNITY SAVINGS BANK**  
**AMERICAN ASSOCIATION**  
4801 Belmont Avenue  
Chicago, Illinois 60641

Loan No. 10356-5

REGISTERED BY

JUL 12 5 58 PM '86

Submitted by

Address

Promised

Deliver certificate

Address

Delivered by 3527525

Deed to

Address

Notified

La Feina

INTERCOUNTY

TITLE INS. CO. A9994

BOX 97





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Torrens certificates and similar data and assurances with respect to title as Mortgagee 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 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 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 Mortgagee; and that the powers herein mentioned may be exercised as often as occasion therefor arises.

(7) This mortgage is executed by NORTHWEST NATIONAL BANK OF CHICAGO 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 as NORTHWEST NATIONAL BANK OF CHICAGO 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 NORTHWEST NATIONAL BANK OF CHICAGO, either individually or as Trustee aforesaid, or 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 Mortgagee and by every person now or hereafter claiming any right or security hereunder, and that so far as NORTHWEST NATIONAL BANK OF CHICAGO 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.

(8) If the Mortgagor sells the property or any part thereof, or any interest therein either by Articles of Agreement for Deed, transfer of title, or assignment of the beneficial interest in the land trust or any part thereof, then the Mortgagee may declare the entire indebtedness secured by this Mortgage due and payable immediately, and the acceptance of payments upon said indebtedness shall not constitute a waiver of the right to demand immediate repayment.

This instrument prepared under  
the supervision of  
CONRAD J. NAGLE, Attorney  
4501 W. Belmont Avenue  
Chicago, Illinois 60641

IN WITNESS WHEREOF, NORTHWEST NATIONAL BANK OF CHICAGO  
not personally but as Trustee as aforesaid, has caused these presents to be signed by its Vice President, and  
its corporate seal to be hereunto affixed and attested by its Land Trust Officer Secretary, this 21st day of  
June, A. D. 1986.

ATTEST:

NORTHWEST NATIONAL BANK OF CHICAGO  
As Trustee as aforesaid and not personally

By A. J. Guercio  
Vice President

Land Trust Officer Andrew H. Dobzyn

STATE OF ILLINOIS }  
COUNTY OF COOK } ss.

I, Christine M. Robinson a Notary Public, in and for said County, in the state aforesaid,  
DO HEREBY CERTIFY THAT Andrew J. Guercio Vice President of NORTHWEST NATIONAL BANK OF CHICAGO

Andrew H. Dobzyn, Land Trust Officer 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 Vice President, and Land Trust Officer  
~~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 Land Trust Officer 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 23rd day of June, A. D. 1986.

Christine M. Robinson  
Notary Public

My commission expires 11-17-87

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