TOTAL STORY MONTHS	LAND TITLE COMPANY OF AERICA, IN F. F. 10813-124 . LOUE OCPOY THIS IS A SECON	ND MORTGAG
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MORTGAGE

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<u> </u>	on organized and exi	not personal	ly but as Trustee	under the	provisions o		r Deeds in trus
as the Mor	ded and delivered to to the same state of the sa	and known as trus fortgage and Warr	st number	0.400	Catec	ALAST 1	nafter referred to
					ນນນຸບຸບຸບຸ່ນກົນປູ	VVVVVVVVV	VVV handinadia
referred to in the State	NXXXXXIIXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX						AAA, neremater
referred to in the State	as the Mortgagee, the of Ill'no's, to wit:						AAA, nereinalter

TOGETHER with all buildings, improvements fixtures or appurtenances now or hereafter crected thereon, including all apparatus, equipment, fixtures, or articles, whe her in single units or centrally controlled, used to supply heat, gas, air conditioning, water, light, power, refrigeration, ve.vitation or otherwise and any other thing now or hereafter therein or thereon the furnishing of which by lessors to lessees, customary or appropriate, including screens, venetian blinds, windows, floor coverings, screen doors, in-a-door beds, awnings, stoyed and water heaters (all of which are declared to be a part of said real estate whe her physically attaches thereor, and the control of the covering is the supply of the covering and the covering is the said of which are declared to be a part of said real estate whe her physically attaches thereor, and the covering is the said real estate is the covering of the covering and the covering is the said real estate is the covering of the covering and the cover

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 waive.

TO SECURE the payment of a certain indebtedness from the Mortgagor to the Mortgagee evidenced by a note made FORTY THOUSAND DOLLARS AND DOL THRU DECEMBER 1ST, 1991. THE REMAINING BALANCE IS DUE IN FULL ON OR BEFORE DECEMBER 31ST, 1991.

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.

UNOFFICIAL COPY

LAND HILE-CO, White 100 W. MONROE, 4th FLOOR CHECAGO, ELEROIS 80803 FILE # 16 300 813-C Loan No. CARA	3559311% 5	A MORTGAGE
Parcel 1:		· · · · · · · · · · · · · · · · · · ·

Parcel 1:

Lots 21,22 and 23 in Homewood Realty Trust Resubdivision of part North of Roe Street of Lot 8 in County Clerk's Division of the West 1/2 of the Southeast 1/4 of Section 31, Township 36 North, Range 14 East of the Third Principal Meridian, according to the Plat thereof recorded July 13, 1925 as document 8972425, in Look County, Illinois.

Parcel 2:

3559311

The West 25 feet of Lot 1 in Mueller's Subdivision of a tract of land rounded as follows: Beginning at a point in the South line of the Old Thornton Road (now called Main Street in the Village of Homewood) which point is 330.77 feet East of the West line and 1482.81 feet North of the South line of the Southeast 1/4 of Section 31, Township 36 North, Range 14 East of the Third Principal Meridian, thence running East along the South line of said road, a distance of 182.4 feet; thence running South parallel to the West line of said Southeast 1/4 for a distance of 362.12 feet; thence running East for a distance of 813.00 feet to a point in the East line of the West 1/2 of the Southeast 1/4 which point is 1117.38 feet North of the Southeast corner thereof; thence running South along said East line for a distance of 660 feet; thence running West along a line which is parallel to the South line of Section 31 aforesaid, for a distance of 996.4 feet; thence North 1025.43 feet to the place of beginning, in Cook County, Illinois.

PROPERTY #29-21-408-013 (PARCEL 1) 4-121 #29-31-408-014 (PARCEL 1) #29-31-408-016 (PARCEL 2)

PROPERTY ADDRESS: 1933 RIDGE ROAD

HOMEWOOD, IL. 50430

UNOFFICIAL GORY 3 1 1

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 Mortgagee; and that the powers herein mentioned may be exercised as often as occasion therefor arises.

(7) This mortgage is executed by

(7) This mortgage is executed by 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 hereby warrants that it possesses full power and authority to execute this instruction and it is expressly understood and agreed that nothing herein or in said note contained shall be construed as creating any "ability on the said expression of the power and authority to execute this instruction of the power and authority to execute this instruction of the power and authority to execute this instruction of the power and authority conferred upon and vested in it as such trustee (and said the power and authority to execute this instruction of the power and authority to execute this instruction of the power and authority to execute this instruction of the power and authority to execute this instruction of the power and authority to execute this instruction of the power and authority to execute this instruction of the power and authority to execute this instruction of the power and authority to execute this instruction of the power and authority to execute this instruction of the power and authority to execute this instruction of the power and authority to execute this instruction of the power and authority to execute this instruction of the power and authority to execute this instruction of the power and authority to execute this instruction of the power and authority to execute this instruction of the power and authority to execute this instruction of the power and authority to execute this instruction of the power and authority to execute this instruction of the power and authority to execute this instruction of the power and authority to execute the power and aut

strued as creating ary fiability on the said or as Trustee aforesaid, 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 wayyed by the Martenger, and that so far as the same and by every person now or hereafter claiming any right or security hereunder, and that so far as

cerned, the legal holder or holder, of said note and the owner or owners of any indebtedness accruing hereunder shall look solely to the premises hereby convered for the payment thereof, by the enforcement of the lien hereby created in the manner this manufacture and the above mentioned indebtedness without the lender consent. Stantons and thair prospective Grantees or Yendees shall first procure the written consent of the lender before any such (ransfer shall be consummated. In the event of a transfer without the lenders consent, the entire amount of the indebtedness shall become due and payable.

and payable.

(9) The mortgagor hereby waives any and all rights of redemption from sale under the order or decree of forcelosure of this mortgage on its own behalf and on behalf of each and every person, except decree of judgement creditors on this mortgage, acquiring any interest in or title to subject premises subsequent to the date of this mortgage.

3559311

RIVER CAKS BANKS& TRUST COMPANY

not personally but as Trustee as aforesaid, has caused these pr	resents to be sign d by its President, and
its corporate seal to be hereunto affixed and attested by its _	Secretary, this day of
, A. D. 19	
ATTEST:	~/
	As Trustee as aforesaid and not personally
	0,
	By F resident
Secretary	
	m I'm com on A (A)
	3.
STATE OF ILLINOIS	·
COUNTY OFSS.	
COUNTY OF	
s	
DO HEREBY CERTIFY, THAT	
Constant of sold source A	
, Secretary of said corporation	n, who are personally known to me to be the same persons
whose names are subscribed to the foregoing instrument as su Secretary, respectively, appeared before me this day in person instrument as their own free and voluntary act and as the free ar	cn President, and and acknowledged that they signed and delivered the said and voluntary act of said corporation, as Trustee as aforesaid
for the uses and purposes therein set forth; and the said	Secretary then and there acknowledged that,
as custodian of the corporate scal of said corporation, did affix voluntary act and as the free and voluntary act of said corpotherein set forth.	said seal to said instrument as own free and ration, as Trustee as aforesaid, for the uses and purposes
GIVEN under my hand and Notarial Scal, this	day of, A. D. 19
	Notaru Public

My commission expires.

(1) To pay immediately when due and payable all general taxes, special taxes, special sasessments, 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 Morkgagee, upon request, with the original or duplicate receipts therefor, and all such items extended against said property shall be conclusively deemed valid for the purpose of this requirement.

(3) To keep the improvements now or hereafter situated upon said premises insured against loss or damage by fire, its provincia and or the particle of the particle of the solutions or damage by fire, its provincial mand such other hazards, including liability under laws relating to intoxicating liquors and including solutions are the more payment by the insurance companies of moneys sufficient either to pay the cost of replacing to insurance companies of the moneys sufficient either to pay the cost of repeating the same or to pay in full the indebtedness ascured hereby, in such companies, through such agenies or regenting the same or period of redemptions; and insurance policies, including said indebtedness is fully paid, or in the case of tereclosure, until expiration of the period of redemption; such insurance policies, including sadditonal and renewal policies shall be delivered to and kept by period of redemption; such insurance policies, including sadditonal and renewal policies shall be delivered to one dept by may appear, and in case of toreclosure, and including additional material payable to the Mortgagee may appear, and in case of toreclosure sale payable to the owner of the certificate of sale of loss under such policies, including additional may appear, and in case of toreclosure sale payable to the owner of the certificate of sale, owner of the Mortgagee is authorized to adjust, collect and compromise, in its discretion, all claims thereunder, and the Mortgage is authorized to adjust, collect and compromise, in its discretion, yet redemptions, or any grantees and compromise, in its discretion, yet redemptions, or any grantees and compromise, in its discretion, yet the proceeds of such insurance to the indeptedness is paid in full.

To complete of any of the proceeds of such insurance to the indeptedness is paid in the insurance of such insurance to the indeptedness is paid in the insurance of the indeptedness is paid in its indeptedness of such insurance to the indeptedness is paid in its indeptedn

(3) To complete within a reasonable time any buildings or improvements now or at any time in process of erection

(4) To prome de negation or rebuild any buildings or improvements now or hereafter on the premises which

(5) To keep and premises in good condition and repair, without waste, and free from any mechanic's, or other lien or claim of lien not early subordinated to the lien hereof;

(6) Not to suffer or permit any unlawful use of or any nulsance to exist on said property nor to diminish nor impair its value by any act or one saion 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 perrit, without the written permission of the Mortgagee being first had and obtained, (a) any use of the property for any purpose of ler than that for which it is now used, (b) any alterations, additions, demolition, removal or sale of any improvements, app. atus, appurtenances, flxtures or equipment now or hereafter upon said property, (c) a purchase on conditional sale, lesser of agreement under which title is reserved in the vendor, of any apparatus, fixtures or equipment to be placed in or upo, any buildings or improvements on said property.

(9) That if the Mortgagor shall prover contracts of insurance upon his life and disability insurance for loss of time by accidental injury or sickness, or cit, er such contract, making the Mortgague assignee thereunder, the Mortgague may pay the principal indebtedness secured by this mortgague, to be repaid in the same manner and without change is by mount of the monthly payments, unless such change is by mulual represent.

THE MORTGAGOR FURTHER COVENANTS: .8

behalf everything so coveranted; that the Mortgagee may also de any act it may deem necessary to protect the lien hereof; that the Mortgagee may deem necessary to protect the lien hereof; that the Mortgagee for any of the above purposes that the Mortgagee for any of the above purposes and anch moneys together with interest thereon at the highest at a rank derected for envirant shall become so much additional indebtedness hereby secured and may be included in any decidedness there with interest there are not as a said premises and any personal any definited in the that it shall not be obligatory upon the Mortgage to inquire into the validity of any lien, encumbrance, or claim is advance as a so or suidity of any lien, encumbrance, or claim is advance as any purpose nor to do any act gegee to inquire into the validity of any lien, encumbrance, or claim is advance any moneys for surpose nor to do any act protect of any lien in that Mortgagee shall not incur any personal liability be surpose nor to do any act under;

(2) That it is the intent hereof to secure payment of said note whether she entire amount shall have been advanced to the Mortgagor at the date hereof or at a later date, or having been 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 protecting 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 Mortgagor, the Mortgagor or in accessor or increases with the Mortgage and the debt hereby secured in the same manner as with the Mortgage and the debt hereby secured in the same discharging or in any way a feeting the liability of or may extend time for payment of the debt hereby secured without discharging or in any way a feeting 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 covenant berein contained or in making any payment under said note or obligation or any extension or renewal thereof, or if proceeding in particulated to enforce any other lien or charge upon any of said property, or upon the clining of a proceeding in ban', upley by or against the Mortgagor, or if the Mortgagor, or all the Mortgagor, or if the Mortgagor shall make an assignment for the benefit of his creditors or if his property be placed the Mortgagor, or if the Mortgagor and any of said property, the Mortgagor and in any of said events, the Mortgagor is made in the priority of said lien or sny right of the Mortgagoe hereunder, to declare, without affecting the secured hereby immediately due and payable, whether or not such default be remedied by Mortgagoe all sums accured hereby immediately due and payable, whether or not such default be remedied by Mortgagor, and apply toward the payment of said lien or sny right of the Mortgagee hereunder, to declare, without notice all sums the payment of said mortgage, and in any toreclosure a sale may be made of the premises enmasses without offenders the separately.

(5) That upon the commencement of any toreclosure proceeding hereunder, the court in which such hill is filled may at any party claiming under him, and without at any party claiming under him, and without at any party claiming under him, and without at any toreclosure of the force or after sale, and without notice to the promises, or whether the same shall then be occupied by the court in the reality of redemption as a homestead, appoint a receiver with power to manage and rent and to collect the rents, issues and profits of sale premises during the pendency of such foreclosure suit and the statutory period of the comption, and such reality of redemption, when collected, may be applied before as well as after the Master's sale, towards the payment of the indebtedness, costs, insurance or other items necessary for the protection and preservation of the sale the same shall be appointed by the expiration of the shall be appointed out in the personant or not, and if a receiver shall be appointed the shall the may deficiency decree whether there be a decree thereof shall be nullitied by the appointment or entry in possession until the expiration of the shall be able to the may elect to terminate any lease of sale becaused be insured and upon toreclosure of sale premises, there is a new which it may be issued on the table to sale premises until the expiration of the statutory period during which it may be issued on the lease of sale premises in the may elect to terminate any lease of sale premises the lien increase of the collection of the sale premises, there is a receiver be a decree therefore as any decidence of decidences collections of the sale in the may elect to terminate any lease of sale premises in the may elect to terminate any lease of sale premises in the may elect the may elect to terminate any elections.

annum, which may be paid or incurred by or on behalf of the Mortgagee for attorney's fees, Mortgagee's fees, appraiser's fees, outlays for exhibits attached to pleadings, documentary and expert evidence, stenographer's fees, Master's fees and commission, court costs, publication costs and costs franching and costs fruits and costs, estimated as to and include items to be expended after the entry of the decree) of procuring all nich patrait of the searche, example one ind reports, guaranty policies,

under Trust No.__ This MORTGAGE is executed by RIVER OAKS BANK AND TRUST COMPANY, not personally, but as Trustee

or by action to enforce the personal liability of the guarantor, if any. for the payment therof, by the enforcement of the lien created, in the mainer herein and in said note provided OAKS BANK AND TRUST COMPANY personally are concerned, the legal holder or holders of said note and claiming any right or security hereunder, and that so far as the First Party and i Successors and said RIVER contained, all such liability, if any, being expressly waived by Trustee and by every person now or hercafter or any indebtedness accruing hereunder, or to perform any covenant either express or implied herein OAKS BANK AND TRUST COMPANY personally to pay the said note or any interest that may accrue thereon, the owner or owners of any indebtedness accruing hereunder shall look solely to the premises hereby conveyed or in said not contained shall be construed as creating any liability on the said First Party on said RIVER power and authority to execute this instrument), and it is expressly understood and agreed that sothing herein such Trustee (and said RIVER OAKS BANK AND TRUST COMPANY hereby warrants that it possesses full

October 14, RIVER OAKS BANK AND TRUST COMPANY SATUStee, and not personally

COUNTY OF COOK STATE OF ILLINOIS

Trustee aforesaid, for the uses and purposes therein set forth, GIVEN under my hand and Notarial Seal, this signed and delivered the said instrument as such officers of said Bank and caused the seal of said Bank to be to the foregoing instrument, appeared before me this day in person and severally acknowledged that they thereunto affixed as their free and voluntary act and as the free and voluntary act and deed of said Bank, as BANK AND TRUST COMPANT, personally known to me to be the same persons whose names are subscribed I, the undersigned, a Notary Public, in and for said County, in the State afacespid, DO HEREBY CERTIFY, Assistant ___ Vice President - CASSIE and Trust Officer of said RIVER OAKS

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