

UNOFFICIAL COPY

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IN DUPLICATE Box

MORTGAGE

3559311

Submitted by _____

Address _____

Promised _____

Deliver certificate _____

Address _____

Deliver certificate _____

Address _____

Address _____

Address _____

Write _____

LAND TITLE CO.,

100 W. MONROE, 4TH FLOOR

CHICAGO, ILLINOIS 60603

FILE # LC-300813-3

Loan No. _____

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 Cook County, Illinois.

Parcel 2:

3559311

The West 25 feet of Lot 1 in Mueller's Subdivision of a tract of land bounded 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) 12121
#29-31-408-014 (PARCEL 1) 21122
#29-31-408-015 (PARCEL 1) 32111
#29-31-408-016 (PARCEL 2)

PROPERTY ADDRESS: 1933 RIDGE ROAD
HOMECOOD, IL. 60430

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 _____ RIVER OAKS BANK & TRUST COMPANY 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 _____ RIVER OAKS BANK & TRUST COMPANY 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 _____ RIVER OAKS BANK & TRUST COMPANY, either individually 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 waived by the Mortgagee, and by every person now or hereafter claiming any right or security hereunder, and that so far as _____ RIVER OAKS BANK & TRUST COMPANY

_____ 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, to assume the above mentioned indebtedness without the lender consent. Grantors and their prospective Grantees or Vendees shall first procure the written consent of the lender before any such transfer shall be consummated. In the event of a transfer without the lenders consent, the entire amount of the indebtedness shall become due and payable.

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

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RIVER OAKS BANKS & TRUST COMPANY

IN WITNESS WHEREOF, _____

not personally but as Trustee as aforesaid, has caused these presents to be signed 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

By _____ President

Secretary

STATE OF ILLINOIS }
COUNTY OF _____ } SS.

I, _____ a Notary Public, in and for said County, in the state aforesaid, DO HEREBY CERTIFY, THAT _____, President of _____, and _____, 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 _____ President, and _____ 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 _____ Secretary then and there acknowledged that _____ as custodian of the corporate seal of said corporation, did affix said seal to said instrument as _____ 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 _____ day of _____, A. D. 19_____.

My commission expires _____

Notary Public

fees, outlays for exhibits attached to pleadings, documentary and expert evidence, stenographer's fees, Master's fees and appraisal's fees, appraiser's fees, Mortgages for attorney's fees, Mortgages for attorney's fees, Mortgages for attorney's fees, appraiser's fees, outlays for exhibits attached to pleadings, documentary and expert evidence, stenographer's fees, Master's fees and appraisal's fees, which may be paid or incurred by or on behalf of the Mortgagee for attorney's fees, Mortgages for attorney's fees, appraiser's fees, outlays for exhibits attached to pleadings, documentary and expert evidence, stenographer's fees, Master's fees and appraisal's fees, commission, court costs, publication costs, and costs, which may be estimated as to and included items to be expended after the entry of the decree) or incurred by or on behalf of the Mortgagee for attorney's fees, Mortgages for attorney's fees, appraiser's fees, outlays for exhibits attached to pleadings, documentary and expert evidence, stenographer's fees, Master's fees and appraisal's fees, commission, court costs, publication costs, and costs, which may be estimated as to and included items to be expended after the entry of the decree)

in the decree of sale all expenditures and expenses together with interest thereon at the rate of per cent per annum, which may be paid or incurred by or on behalf of the Mortgagee for attorney's fees, Mortgages for attorney's fees, appraiser's fees, outlays for exhibits attached to pleadings, documentary and expert evidence, stenographer's fees, Master's fees and appraisal's fees, commission, court costs, publication costs, and costs, which may be estimated as to and included items to be expended after the entry of the decree) or incurred by or on behalf of the Mortgagee for attorney's fees, Mortgages for attorney's fees, appraiser's fees, outlays for exhibits attached to pleadings, documentary and expert evidence, stenographer's fees, Master's fees and appraisal's fees, commission, court costs, publication costs, and costs, which may be estimated as to and included items to be expended after the entry of the decree)

(5) 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 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 occupied 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 or other items necessary for the protection and preservation of the property, including the expenses of such receivership, or on any deficiency decree whether there be a decree of foreclosure or not, 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 or entry in possession of a receiver but he may elect to terminate any lease junior to the lien hereof; and upon foreclosure of said premises, there shall be allowed and included as an additional indebtedness in the decree of sale all expenditures and expenses together with interest thereon at the rate of per cent per annum, which may be paid or incurred by or on behalf of the Mortgagee for attorney's fees, Mortgages for attorney's fees, appraiser's fees, outlays for exhibits attached to pleadings, documentary and expert evidence, stenographer's fees, Master's fees and appraisal's fees, commission, court costs, publication costs, and costs, which may be estimated as to and included items to be expended after the entry of the decree)

(4) That time is of the essence hereof, and if default be made in performance of any covenant 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 filing of a proceeding in bankruptcy by or against the Mortgagee, or if the Mortgagee 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 Mortgagee 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 other right of the Mortgagee hereunder, to declare, without notice to all sums secured hereby immediately due and payable, whether or not such default be remedied by Mortgagee, and apply toward the payment of said mortgage indebtedness any indebtedness of the Mortgagee 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 emasse without offering the several parts separately;

B. THE MORTGAGOR FURTHER COVENANTS:

(1) That in the event the ownership of said property or any part thereof becomes vested in a person other than the Mortgagee, the Mortgagee may, without notice to the Mortgagee, deal with such successor or successors in interest with reference to this mortgage and the debt hereby secured in the same manner as with the Mortgagee and may foreclose to sue or may extend time for payment of the debt hereby secured without discharging or in any way affecting the liability of the Mortgagee hereunder or upon the debt hereby secured;

(2) That it is the intent hereof to secure payment of said note whether the entire amount shall have been advanced to the Mortgagee 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 Mortgagee, the Mortgagee may, without notice to the Mortgagee, deal with such successor or successors in interest with reference to this mortgage and the debt hereby secured in the same manner as with the Mortgagee and may foreclose to sue or may extend time for payment of the debt hereby secured without discharging or in any way affecting the liability of the Mortgagee hereunder or upon the debt hereby secured;

(4) That in the case of failure to perform any of the covenants herein, the Mortgagee may do on the Mortgagee's behalf everything which will repay upon demand any moneys paid or advanced by the Mortgagee for any of the above purposes and such moneys together 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 for foreclosure of 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 against the property or to advance any moneys for any purpose nor to do any act herein contained shall be construed as requiring the Mortgagee to advance any moneys for any purpose nor to do any act hereunder; and that Mortgagee shall not incur any personal liability because of anything it may do or omit to do hereunder;

A. THE MORTGAGOR COVENANTS:

(1) To pay immediately when due and payable all general taxes, special 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 therefor, and all such items extended against said property shall be conclusively deemed valid for the purpose of this requirement.

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This MORTGAGE is executed by RIVER OAKS BANK AND TRUST COMPANY, not personally, but as Trustee under Trust No. 2188, in the exercise of the power and authority conferred upon and vested in it as such Trustee (and said RIVER OAKS BANK AND TRUST COMPANY 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 not contained shall be construed as creating any liability on the said First Party on said RIVER OAKS BANK AND TRUST COMPANY 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 Trustee and by every person now or hereafter claiming any right or security hereunder, and that so far as the First Party and its successors and said RIVER OAKS BANK AND TRUST COMPANY 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 created, in the transfer herein and in said note provided or by action to enforce the personal liability of the guarantor, if any.

35579311

DATE: October 14, 1986

RIVER OAKS BANK AND TRUST COMPANY

Assistant Trust Officer

BY: [Signature]
ASSD. Vice President - [Signature]
CORPORATE SEAL

ATTEST

[Signature]
ASSISTANT Trust Officer

STATE OF ILLINOIS
COUNTY OF COOK

I, the undersigned, a Notary Public, in and for said County, in the State aforesaid, DO HEREBY CERTIFY, that the above named Assistant Vice President - [Signature] and Trust Officer of said RIVER OAKS BANK AND TRUST COMPANY, 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 they signed and delivered the said instrument as such officers of said Bank and caused the seal of said Bank to be thereunto affixed as their free and voluntary act and as the free and voluntary act and deed of said Bank, as Trustee aforesaid, for the uses and purposes therein set forth, GIVEN under my hand and Notarial Seal, this 14th day of October, A.D., 19 86.

#1704

[Signature]
Notary Public

3-21-89