

UNOFFICIAL COPY

3627046

NOTE IDENTIFIED

THIS INDENTURE WITNESSETH: That the undersigned

FIRST NATIONAL BANK IN CHICAGO HEIGHTS

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 August 20, 1971 and known as trust number 1563
hereinafter referred to as the Mortgagor, does hereby Mortgage and Warrant to

FIRST NATIONAL BANK IN CHICAGO HEIGHTS, CHICAGO HEIGHTS, ILLINOIS

a corporation organized and existing under the laws of the UNITED STATES, hereinafter
referred to as the Mortgagee, the following real estate, situated in the County of Cook

in the State of Illinois, to wit:

Lot 26 in Olympia Fields Fairway Estates, a subdivision of part of Section 13, and part of Section 24, both in Township 35 North, Range 13, East of the Third Principal Meridian according to the plat thereof registered in the Office of the Registrar of Titles of Cook County, Illinois, on September 22, 1959 as Document No. 1887172.

PIN #31-13-303055 common address: 790 Brookwood Terrace #6, Olympia Fields, IL 60461

TOGETHER with all buildings, improvements, fixtures or appurtenances now or hereafter 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 hereon or thereto or thereon the furnishing of which by lessors to lessees is customary or appropriate, including screens, venetian blinds, window shades, storm doors and windows, floor coverings, screen doors, in-and-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 premises 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 or agreement for the use or occupancy of said property, or any part thereof, 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 rents, issues and profits on a parity with said real estate and not secondarily and such prior as 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 rights thereunder, together with the right in case of default, either before or after foreclosure sale, to enter upon and take exclusive possession of, manage, maintain and operate said premises, or any part thereof, make leases for terms deemed analogous to it, terminate or modify existing or future leases, collect said avails, rents, issues and profits regardless of when earned and for such measures whether legal or equitable as it may deem proper to 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 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 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 Mortgagor's agreements herein, the Mortgagee, on satisfactory evidence thereof, shall relinquish possession and pay to Mortgagor any surplus income in its hands. The possession of Mortgagee may continue until all indebtedness so 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, until no deed be issued then until the expiration of the statutory period during which it may be issued. Mortgagee shall, however, have the discretion 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 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 _____ Dollars (\$ 260,000.00).

*Two Hundred Sixty Thousand and No/100 - - - - - Dollars (\$ 260,000.00).
which note together with interest thereon as provided by said note is payable in monthly installments of

*Two Thousand Five Hundred Ninety Eight and 57/100 - - - - - Dollars (\$ 2,598.57)

on the First day of each month, commencing with July 1, 1987 until the entire note is fully paid, except that the final payment of principal and interest, if not sooner paid, shall be due and payable on June 1, 2002 and the makers of said note have the privilege of prepayment any time.

All such payments on account of the Indebtedness evidenced by said note shall be first applied to interest on the unpaid principal balance and the remainder to principal.

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.

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133763
DURIGAN

MORTGAGE

Box _____

3627046

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**FIRST NATIONAL BANK
IN CHICAGO HEIGHTS**

Chicago Heights
100 First National Plaza
CHICAGO HEIGHTS, ILLINOIS 60411

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Submitted by _____

Address _____

Promised _____

Deliver certif. to _____

Address _____

Deliver Duplicate Trust _____

Deed to _____

Address _____

Notified _____

I.T.I.

Loan No. _____

UNOFFICIAL COPY

INTERCOUNTY
TITLE INS. CO. 51141493
BOX 92

Property of Cook County Clerk's Office

Return to
FIRST NATIONAL BANK IN CHICAGO HEIGHTS
CHICAGO HEIGHTS, ILLINOIS 60411

respect to title as Mortgagor may reasonably demand or cause, either to prosecute such suit or evidence to bidders at any sale held pursuant to such decree the true title to the title of said premises, all of which shall remain in his possession with interest as herein provided shall be immediately due and payable by the Mortgagor in connection with (a) the preparing, publishing, 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 FIRST NATIONAL BANK IN CHICAGO HEIGHTS 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 FIRST NATIONAL BANK IN CHICAGO HEIGHTS)

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 FIRST NATIONAL BANK IN CHICAGO HEIGHTS, 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 FIRST NATIONAL BANK IN CHICAGO HEIGHTS,

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.

"THIS INSTRUMENT WAS PREPARED BY"

P. Kland
NAME ADDRESS
PO BOX 550
Chicago Hts. IL
60411

IN WITNESS WHEREOF

not personally, but as Trustee as aforesaid, has caused these presents to be signed by its Ass't. Trust Officer and its corporate seal to be hereunto affixed and attested by its Administrative Assistant this 18th day of May A.D. 19 87

ATTEST: Donna Willwerscheid
First National Bank in Chicago Heights
As Trustee as aforesaid and not personally

Donna Willwerscheid

Administrative Assistant

By Donna Willwerscheid
Assistant Trust Officer

STATE OF ILLINOIS

COUNTY OF Cook SS

I, the undersigned, a Notary Public, in and for said County, in the state aforesaid, DO HEREBY CERTIFY, THAT Donna Willwerscheid, First National Bank in Chicago Heights and Lillian Giametti, of said corporation, who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such, Ass't. Trust Officer and Admin. Ass't., 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 Angela Giannetti, then and there acknowledged that she, 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 18th day of May A.D. 19 87

"OFFICIAL SEAL"

Angela Giannetti

"Notary Public, State of Illinois"

My Commission Expires Mar. 19, 1991

Angela Giannetti

Notary Public

REC'D 2/27/96

