

# UNOFFICIAL COPY

HOLD HARMLESS AFFIDAVIT FOR LATE FILING 3 5 0

I David M. Wattenberg, being first duly sworn

on oath, am authorized by Joseph Riscossa  
to make this Affidavit.

That the Filing could not be made on a timely basis because  
of Inadvertently the below referenced documents were held at  
Affiliated Bank/Morton Grove and were not duly registered with the  
Registrar of Titles.

That the present Marital Status is the same and unchanged  
from that shown in the loan instrument Unchanged

That there is a current balance due on the Note and Loan  
Instrument.

That the loan instrument and Note has not been sold or  
Assigned ~~except as evidenced by a proper Assignment being~~  
~~registered concurrent with this filing.~~

That there is no pending legal action regarding these  
Instruments.

Affecting the following described real estate, registered in  
Cook County, Illinois on Certificate of Title 1397585.


Lot Forty-five (45) and Lot Forty-six (46) in Block Three (3) in  
Edison Park, in Section 36, Town 41 North, Range 12, East of the  
Third Principal Meridian.

Common Address: 6645 N. Olmstead, Chicago, Illinois

P.I.N. #09-36-416-027 AIK

G.A.O

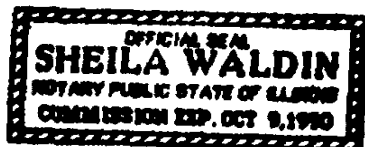
The Corporation Shall, therefore hold the Registrar of  
Titles in Cook County, Illinois, harmless against all costs,  
charges, damages and expenses, and all claims and demands of  
every kind and nature, actions, causes of actions, suits and  
controversies, whether groundless or otherwise arising by  
reasons of accepting this late Filing.

  
David M. Wattenberg  
Senior Vice President

I the undersigned a Notary of the public, Do hereby certify  
that David M. Wattenberg is personally known to  
me be the Senior Vice President of the Affiliated Bank/  
Morton Grove a corporation, Appeared before me this  
day in person, and signed, sealed and delivered this  
affidavit, for the uses and purposes therein set forth;

Subscribed and Sworn to me,  
on this 16th day of June  
19 87.

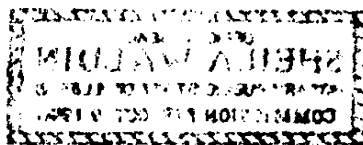
Notary Public



REC Title Services # R1-7-1240

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## ADDITIONAL COVENANTS, CONDITIONS AND PROVISIONS REFERRED TO ON THE REVERSE SIDE OF THIS MORTGAGE AND INCORPORATED THEREIN BY REFERENCE.

3. Mortgagors shall keep all buildings and improvements now and 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 holders of the note, 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 holder of the note and in case of insurance about to expire, shall deliver renewal policies not less than ten days prior to the respective dates of expiration.
4. In case of default therein, Mortgagee or the holder of the note may, but need not, make any payment or perform any act hereinbefore 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 thereof, or redeem from any tax sale or forfeiture, affecting said premises or contest any tax or assessment. All moneys paid for any of these purposes herein authorized and all expenses paid or incurred in connection therewith, including attorneys' fees, and any other moneys advanced by Mortgagee or the holders of the note 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. Inaction of Mortgagee or holders of the note shall never be considered as a waiver of any right accruing to them on account of any default hereunder on the part of the Mortgagors.
5. The Mortgagee or the holder of the note hereby secured making any payment hereby authorized relating to taxes and 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 thereof.
6. 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 holder of the note, and without notice to the Mortgagors, all unpaid indebtedness secured by the 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.
7. 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 such foreclosure 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 or holder of the note for attorneys' fees, appraiser's fees, outlays for documents, and expert evidence, stenographers' charges, publication costs and costs (which may be estimated as to items to be expended after entry of the decree) of procuring all such abstracts of title, title searches and examinations, guarantee policies, Torrens certificates and similar data and assurances with respect to title as Mortgagee or holder of the note may deem to be reasonably 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 in this paragraph mentioned shall become so much additional indebtedness secured hereby and immediately due and payable, when paid or incurred by Mortgagee or holder of the note in connection with (a) any proceeding, including probate and bankruptcy proceedings, to which either of them 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 accrual of such right to foreclose whether or not actually commenced or (c) preparations for the defense of any threatened suit or proceeding which might affect the premises or the security hereof whether or not actually commenced.
8. 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 overplus to Mortgagors, their heirs, legal representatives or assigns as their rights may appear.
9. Upon, or at any time after the filing of a bill to foreclose this mortgage the court in which such bill 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 hereunder 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 are usual in such cases for the protection, possession, control, management and operation of the premises during the whole of said period. The Court from time to time may authorize the receiver to apply the net income in his hands in payment in 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.
10. No action for the enforcement of the lien or any provision hereof shall be subject to any defense which would not be good and available to the party interposing same in an action at law upon the note hereby secured.
11. Mortgagee or the holder of the note shall have the right to inspect the premises at all reasonable times and access thereto shall be permitted for that purpose.
12. If Mortgagor shall sell, assign or transfer any right, title or interest in said premises, or any portion thereof, without the written consent of the holder of the note secured hereby, holder shall have the right, at holder's option, to declare all unpaid indebtedness secured by this mortgage to be immediately due and payable, anything in said note or this mortgage to the contrary notwithstanding.
13. This mortgage shall also be a lien on the real estate conveyed herein for and shall secure payment of each further sum or sums of money, if any, as holder may hereafter advance to or on behalf of Mortgagor.

REAL ESTATE INDEX BUREAU  
1701 F  
F. N. I. (1221)  
RECORDS & CLERK  
CHICAGO, ILLINOIS

3634350

3634350

Submitted by \_\_\_\_\_  
Address \_\_\_\_\_  
Enclosed \_\_\_\_\_  
Per cent \_\_\_\_\_

FOR RECORDERS INDEX PURPOSES  
INSERT STREET ADDRESS OF ABOVE  
DESCRIBED PROPERTY HERE

6645 N. Elmsted Avenue  
Chicago, Illinois 60631

2-39755

The Morton Grove Bank  
8700 Waukegan Road  
Morton Grove, Illinois 60053