

# UNOFFICIAL COPY

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Parcel 1:

Unit No. 11 in Willow Crest Condominium No. 2 as delineated on a survey of the following described real estate: That part of Lot 3 in N. A. Cool's Division of land in Sections 10 and 15, Township 36 North, Range 13 East of the Third Principal Meridian bounded and described as follows: commencing at a point 103.00 feet West of the East line and 128.74 feet North of the South Line of said Lot 3; Thence West 48.00 feet along a line drawn at right angles to said East line of said Lot 3 to the point of beginning of the property herein described; Thence South 0 degrees, 33 minutes, 30 seconds West 78.27 feet along a line drawn at right angles to the South line of said Lot 3, to a line drawn 50.00 feet North of and parallel with said South line of Lot 3; Thence North 89 degrees, 26 minutes, 30 seconds West 105.00 feet along said parallel line; Thence North 0 degrees, 33 minutes, 30 seconds East 88.00 feet at right angles to the last described line; Thence South 89 degrees, 26 minutes, 30 seconds East 76.90 feet, to the West line of the East 179.50 feet of said Lot 3; Thence South 10.00 feet along said West line; Thence East 28.00 feet, to the herein designated point of beginning; all in Cook County, Illinois which survey is attached as Exhibit "A" to the Declaration of Condominium filed as Document LR 3289319 together with its undivided percentage interest in the common elements.

~~Parcel 2:~~

*Subject to:*  
Easement for ingress and egress for the benefit of parcel 1 as set forth in grant of easement filed November 29, 1985 as Document LR 3480456 by Heritage Bank of Oak Lawn to Southwest Federal Savings and Loan Association, a corporation of the United States of America, upon and in the following described property: the South 50 feet of the East 409.50 feet of that part of Lot 3 lying West of the West line of Crawford Avenue in N.A. Cool's division of land in Sections 10 and 15, Township 36 North, Range 13 East of the Third Principal Meridian, in Cook County, Illinois.

Mortgagor also hereby grants to mortgagee, its successors and assigns, as rights and easements appurtenant to the above described real estate, the rights and easements for the benefit of said property set forth in the aforementioned Declaration.

This Mortgage is subject to all rights, easements, restrictions, conditions, covenants, and reservations contained in said Declaration the same as though the provisions of said Declaration were recited and stipulated at length herein.

3652900

11/28

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0 3 6 5 2 9 0 0

## RIDER

This mortgage is executed by Heritage Bremen 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 it is expressly understood and agreed by the mortgagee herein and by every person now or hereafter claiming any right or security hereunder that nothing contained herein or in the note secured by this mortgage shall be construed by creating any liability on Heritage Bremen Bank and Trust Company or on any of the beneficiaries under said trust agreement personally to pay said note or any interest that may accrue thereon or any indebtedness accruing hereunder or to perform any covenants either express or implied herein contained, all such liability, if any, being expressly waived, and that any recovery on this mortgage and the note secured hereby shall be solely against and out of the property hereby conveyed by enforcement of the provisions hereof and of said note, but this waiver shall in no way affect the personal liability of any co-signer, endorser, or guarantor.

Heritage Bremen Bank & Trust Company,  
not personally but as Trustee, under  
Trust No. 87-3099  
DATED: 9-14-87

BY: William Donahue

ATTEST

Quincy Tanco  
Assistant Secretary

3652900

# UNOFFICIAL COPY

Mortgage Loan No. 00

(Corporate Trustee Form)

THIS INDENTURE WITNESSETH: That the undersigned

HERITAGE BREMEN BANK AND TRUST COMPANY

a corporation organized and existing under the laws of the State of Illinois 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 September 9, 1987 and known as trust number 87-3099, hereinafter referred to as the Mortgagor, does hereby Mortgage and Warrant to

## SOUTHWEST FEDERAL SAVINGS AND LOAN ASSOCIATION

a corporation organized and existing under the laws of the United States of America hereinafter referred to as the Mortgagee, the following real estate in the County of Cook in the State of Illinois, to wit:

SEE ATTACHED LEGAL DESCRIPTION

PROPERTY ADDRESS: 3010 West 150th Street, Unit 11  
Midlothian, Illinois 60445  
PERMANENT INDEX NO. 28-10-416-049-1011

Together with all buildings, improvements, fixtures or appurtenances now or hereafter erected thereon or placed therein, 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 other services, and any other thing now or hereafter thereon, the furnishing of which by lessors to lessees is customary or appropriate, including screens, window shades, storm doors and windows, floor coverings, screen doors, in-a-door beds, awnings, stoves and water heaters (all of which are intended to be and are hereby 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 as provided herein. The Mortgagee is hereby subrogated to the rights of all mortgagees, lien holders and owners paid off by the proceeds of the loan hereby secured.

TO HAVE AND TO HOLD the said property, with said buildings, improvements, fixtures, appurtenances, apparatus and equipment, and with all the rights and privileges thereunto belonging, unto said Mortgagee forever, for the uses herein set forth, free from all rights and benefits under the homestead, exemption and valuation laws of any state, which said rights and benefits said Mortgagee hereby releases and waives.

### TO SECURE

(1) the payment of a Note executed by the Mortgagor to the order of the Mortgagee bearing even date herewith in the principal sum of

Thirty One Thousand Nine Hundred and No/100 Dollars

(\$ 31,900.00), which Note, together with interest thereon as therein provided, is payable in monthly installments of

Two Hundred Fifty and 96/100 Dollars

(\$ 250.96), commencing the First day of November, 1987. The entire indebtedness, if not paid sooner, shall be due and payable on October 1, 2017.

(2) any advances made by the Mortgagee to the Mortgagor, or its successor in title, for any purpose, at any time before the release and cancellation of this Mortgage, but at no time shall this Mortgage secure advances on account of said original Note together with such additional advances, in a sum in excess of

Thirty One Thousand Nine Hundred and No/100 Dollars (\$ 31,900.00), provided that, nothing herein contained shall be considered as limiting the amounts that shall be secured hereby when advanced to protect the security or in accordance with covenants contained in the Mortgage.

(3) the performance of all of the covenants and obligations of the Mortgagor to the Mortgagee, as contained herein and in said Note.

### THE MORTGAGOR COVENANTS:

A (1) To pay said indebtedness and the interest thereon as herein and in said note provided, or according to any agreement extending the time of payment thereof; (2) To pay when due and before any penalty attaches thereto all taxes, special taxes, special assessments, water charges, and sewer service charges against said property (including those heretofore due), and to furnish Mortgagee, upon request, 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 on or on said premises insured against damage by fire, and such other hazards as the Mortgagee may require to be insured against, and to provide public liability insurance and such other insurance as the Mortgagee may require, until said indebtedness is fully paid, or in case of foreclosure, until expiration of the period of redemption for the full insurable value thereof, in such companies, through such agents or brokers, and in such form as shall be satisfactory to the Mortgagee; such insurance policies shall remain with the Mortgagee during said period or periods, and contain the usual clause satisfactory to the Mortgagee making them payable to the Mortgagee; and in case of foreclosure sale payable to the owner of the certificate of sale, owner of any deficiency, any receiver or redemptioner, or any grantee in a deed pursuant to foreclosure; and in case of loss under such policies, the Mortgagee is authorized to adjust, collect and compromise, in its discretion, all claims thereunder and to execute and deliver on behalf of the Mortgagor all necessary proofs of loss, receipts, vouchers, releases and assignments required to be signed by the insurance companies, and the Mortgagor agrees to sign, upon demand, all receipts, vouchers and releases required of him to be signed by the Mortgagee for such purpose; and the Mortgagee is authorized to apply the proceeds of any insurance claim to the restoration of the property or upon the indebtedness hereby secured in its discretion; but monthly payments shall continue until said indebtedness is paid in full; (4) Immediately after destruction or damage, to commence and promptly complete the rebuilding or restoration of buildings and improvements now or hereafter on said premises, unless Mortgagee elects to apply on the indebtedness secured hereby the proceeds of any insurance covering such destruction or damage; (5) To keep said premises in good condition and repair, without waste, and free from any mechanic's or other lien or claim of lien not expressly subordinated to the lien hereof; (6) Not to make, suffer or permit any unlawful use of or any use of the property for any purpose other than that for which it is now used; (7) To comply with all requirements of law with respect to nuisance to exist on said property nor to diminish nor impair its value by any act of omission to act; (8) To comply with all requirements of law with respect to mortgaged premises and the use thereof; (9) Not to make, suffer or permit, without the written permission of the Mortgagee being first had and obtained, (a) any use of the property for any purpose other than that for which it is now used; (b) any alterations of the improvements, apparatus, appurtenances, fixtures or equipment now or hereafter upon said property; (c) any purchase on conditional sale, lease or agreement under which title is reserved in the vendor, of any apparatus, fixtures or equipment to be placed in or upon any buildings or improvements on said property; (8) To complete within a reasonable time any buildings or improvements now or at any time in process of erection upon the premises.

B In order to provide for the payment of taxes, assessments, insurance premiums, and other annual charges upon the property securing this indebtedness, and other insurance required or accepted, the undersigned promises to pay to the Mortgagee a pro rata portion of the current year taxes upon the disbursement of the loan and to pay monthly to the Mortgagee, in addition to the above payments, a sum estimated to be equivalent to one-twelfth of such items, which payments may, at the option of the Mortgagee, (a) be held by it and commingled with other such funds or its own funds for the payment of such items; (b) be carried in a savings account and withdrawn by it to pay such items; or (c) be credited to the unpaid balance of said indebtedness as received, provided that the Mortgagee advances upon this obligation sums sufficient to pay said items as the same accrue and become payable. If the amount estimated to be sufficient to pay said items is not sufficient, the undersigned promises to pay the difference upon demand. If such sums are held or carried in a savings account or escrow account, the same are hereby pledged to further secure this indebtedness. The Mortgagee is authorized to pay said items as charged or billed without further inquiry.

C This mortgage contract provides for additional advances which may be made at the option of the Mortgagee and secured by this mortgage, and it is agreed that in the event of such advances the amount thereof may be added to the mortgage debt and shall increase the unpaid balance of the note hereby secured by the amount of such advance and shall be a part of said note indebtedness under all of the terms of said note and this contract as fully as if a new such note and contract were executed and delivered. An Additional Advance Agreement may be given and accepted for such advance and provision may be made for different monthly payments and a different interest rate and other express modifications of the contract, but in all other respects this contract shall remain in full force and effect as to said indebtedness, including all advances.

D That in case of failure to perform any of the covenants herein, Mortgagee may do on Mortgagor's behalf everything so covenanted; that said Mortgagee may also do any act it may deem necessary to protect the lien hereof; that Mortgagee will repay upon demand any moneys paid or disbursed by 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 secured by this mortgage with the same priority as the original indebtedness and may be included in any decree foreclosing 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 in advancing moneys as above authorized, but nothing herein contained shall be construed as requiring the Mortgagee to advance any moneys for any purpose nor to do any act hereunder; and the Mortgagee shall not incur any personal liability because of anything it may do or omit to do hereunder;

E That it is the intent hereof to secure payment of said note and obligation whether the entire amount shall have been advanced to the Mortgagor at the date hereof, or at a later date, and to secure any other amount or amounts that may be added to the mortgage indebtedness under the terms of this mortgage contract;

F That if all or any part of the property or any interest therein is sold or transferred by Mortgagor without the prior written consent of Mortgagee, excluding (a) the creation of a lien or encumbrance subordinate to this mortgage, (b) the creation of a purchase money security interest for household appliances, (c) a transfer by devise, descent, or by operation of law upon the death of a joint tenant or (d) the grant of any leasehold interest of three years or less not containing an option to purchase, Mortgagee may, at Mortgagee's option, declare without notice all of the sums secured by this mortgage to be immediately due and payable.

71 30772 2892 Michelle Note I.D.

Dear Sports page Unit Created by doc 3/89 3/9 from Cert 1209527 9/2/87

3652900

UNOFFICIAL COPY

Hometown Illinois 60456  
602 Southwest Highway  
Nandy Belkic

THIS INSTRUMENT WAS PREPARED BY:  
M.P.C.

GIVEN under my hand and Notarial Seal, this  
purpose therein set forth.

Secretary of said corporation, and personally known to me this day in person and severally acknowledged that as such officers they signed and delivered the foregoing instrument.

Personally known to me to be the  
Vice President of the

and for said County, in the State aforesaid, DO HEREBY CERTIFY THAT

COUNTY OF

STATE OF

ATTEST:  
By: *Charles J. ...*  
Secretary

day of

President, and its corporate seal to be hereunto affixed and attested by its

IN WITNESS WHEREOF, the undersigned corporation, not personally but as Trustee as aforesaid, has caused this presents to be signed by its

Secretary, this

day of

A.D., 1987

HERITAGE TRUST BANK AND TRUST COMPANY  
As Trustee as aforesaid and not personally

BY: *Charles J. ...*  
President

RIDER ATTACHED HERETO IS EXPRESSLY  
MADE A PART HEREOF, a Notary Public in

and for said County, in the State aforesaid, DO HEREBY CERTIFY THAT

Personally known to me to be the  
Vice President of the

and for said County, in the State aforesaid, DO HEREBY CERTIFY THAT

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A.D., 1987

HERITAGE TRUST BANK AND TRUST COMPANY  
As Trustee as aforesaid and not personally

SAE Systems and Forms  
11 SEP 87  
BWL

Notary Public  
*Charles J. ...*  
day of

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Vice President of the

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As Trustee as aforesaid and not personally

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Secretary, this

day of

A.D., 1987

HERITAGE TRUST BANK AND TRUST COMPANY  
As Trustee as aforesaid and not personally

BY: *Charles J. ...*  
President

LES 6021/e

71-30-772

*Charles J. ...*  
Notary Public  
September 19 87

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