

IN WITNESS WHEREOF, the undersigned, not personally but as Trustee as aforesaid, has caused these presents to be

signed by its **2ND VICE** President and its corporate seal to be hereunto affixed and attested to by its **ASST** Secretary, this

**UNOFFICIAL COPY**

17th day of SEPTEMBER, A.D. 1987 4 5 3 1

AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, Trustee, Trust No. 59363

As Trustee as aforesaid and not personally

The undersigned hereby certifies that the foregoing is a true and correct copy of the original instrument as the same appears from the records of the Public Notary's Office in the County of Cook, State of Illinois.

By *[Signature]* **2ND VICE** President

ATTEST *[Signature]* **ASST** Secretary

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 **E. JOHANSEN** **2ND VICE**, President of the AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, Trustee, Trust No. 59363

and **SUZANNE G. BAKER** **ASST** Secretary of said Company, who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such **2ND VICE** President,

and **ASST** Secretary, respectively, appeared before me this day in person and acknowledged that they signed, sealed and delivered the said instrument as their own free and voluntary act and as the free and voluntary act of said Company,

as Trustee as aforesaid, for the uses and purposes therein set forth; and the said **ASST** Secretary then and there acknowledged that he, as custodian of the corporate seal of said Company, did affix the corporate seal of said Company to said instrument as his own free and voluntary act and as the free and voluntary act of said Company, as Trustee as aforesaid, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal, this day of SEP 24 1987 A.D. 19.....

*[Signature]*  
Notary Public

My commission expires .....

RECORDER'S STAMP

3654681

Property of Cook County Clerk's Office

BOX 67  
FIRST SAVINGS & LOAN ASSOC. OF SO. HOLLAND  
475 East 162nd Street  
South Holland, Illinois 60473

3021081

# UNOFFICIAL COPY

## MORTGAGE

8654681

*This Indenture Witnesseth:* That the undersigned, . . . . AMERICAN NATIONAL BANK AND TRUST . . . .

COMPANY OF CHICAGO, a National Banking Association . . . . . duly organized and existing under and by virtue of 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 said Company in pursuance of a Trust Agreement dated OCTOBER 6, 1983 and known as trust number 59363 and OCTOBER 7, 1983 . . . . . and known as trust number . . . . . 59364 . . . . . herein referred to as the Mortgagor, does hereby Mortgage and convey to

### First Savings and Loan Association of South Holland

a corporation organized and existing under the laws of the State of Illinois, hereinafter referred to as the Mortgagee, the following real estate, situated in the County . . . . . COOK . . . . . in the State of Illinois, to wit:

LEGAL CONTAINED IN EXHIBIT 'A' ATTACHED HERETO AND MADE A PART HEREOF:

THIS INSTRUMENT WAS PREPARED BY: Gloria M. Rasmussen  
FIRST SAVINGS AND LOAN ASSOCIATION OF SOUTH HOLLAND  
475 East 162nd Street, South Holland, Illinois 60473

3654681

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 hereafter therein 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-a-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 pledge 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 avails 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 advantageous to it, terminate or modify existing or future leases, collect said avails, rents, issues and profits regardless of when earned and use 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 attorney's 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 secured hereby is paid in full or until the delivery of a Master's or Sheriff's Deed or Special Commissioner's Deed pursuant to a decree foreclosing the lien hereof, but if no deed be issued then until the expiration of the statutory period during which it may be issued. Mortgagee shall however, have the discretionary 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 note executed and delivered concurrently and of even date herewith by the Mortgagor to the Mortgagee in the sum of  
**SIX HUNDRED TWENTY FIVE THOUSAND AND NO/100ths** Dollars (\$625,000.00) which is payable in monthly installments as provided in said note, to be applied first to interest, and the balance to principal until the entire amount of principal and interest is paid. **OCTOBER 1, 1989, when the entire unpaid principal balance plus interest is due.**
- Any additional advances made by the Mortgagee to the Mortgagor, or his successors in title, as hereinafter provided, but at no time shall this mortgage secure a sum in excess of  
**SIX HUNDRED TWENTY FIVE THOUSAND AND NO/100ths** Dollars (\$625,000.00) plus such further sums as may be advanced for the purpose of protecting or enforcing the security; and
- All of the covenants and agreements in said note (which is made a part of this mortgage contract) and this mortgage.

Legal description affects property on Certificate and other property

7348658B

1398634 and other property  
9/18/87

UNOFFICIAL COPY

PROPERTY

Property of Cook County Clerk's Office

BOX 67  
FIRST SAVINGS & LOAN ASSOC. OF SO. HOLLAND  
475 East 162nd Street  
South Holland, Illinois 60473

(6) In case the mortgaged property, or any part thereof shall be taken by condemnation, the Mortgagee is hereby empowered to collect and receive all compensation which may be paid for any property taken, or for damages to any property not taken, and all condemnation money so received shall be forthwith applied by the Mortgagee as it may elect, to the immediate reduction of the indebtedness secured hereby, or to the repair and restoration of any property so damaged;

(7) 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 power herein mentioned may be exercised as often as occasion therefor arises.

(8) That in the event the Mortgagor shall convey its title to the mortgaged premises or enter into an Instalment Contract or Articles of Agreement for Deed with any person or persons, firm or corporation who was not, at the date of execution of this mortgage, one of the beneficiaries of the trust in pursuance of which this mortgage is executed, or in the event that any beneficiary of said trust who was such at the date of execution of this mortgage shall subsequently sell, assign or convey his beneficial interest in said trust (other than to one who was a co-beneficiary of said trust at the date of execution hereof) or enter into an Instalment Contract or Articles of Agreement for Deed, or in the event that the mortgagor or any such beneficiary shall otherwise suffer or permit its or his legal or beneficial interest in the mortgaged premises to become vested in any person, firm or corporation which was not at the date of execution hereof so vested with a legal or beneficial interest in the mortgaged property, then, and in any such event, unless the same shall be done with the prior written consent of the Mortgagee, the happening thereof shall constitute a default hereunder, and thereupon the Mortgagee shall be authorized and empowered, at its option and without affecting the lien hereby created or the priority of said lien, to declare without notice all sums secured hereby immediately due and payable.

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

THIS MORTGAGE is executed by the undersigned, 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 the undersigned 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 undersigned personally to pay the said note or any interest that may accrue thereon, or any indebtedness accruing hereunder, or to perform any covenant either expressed or implied herein contained, all such liability, if any, being expressly waived by Mortgagee and by every person now or hereafter claiming any right or security hereunder, and that so far as the undersigned and 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.

IN WITNESS WHEREOF the undersigned, not personally but as Trustee as aforesaid, has caused these presents to be signed by its 2ND VICE President, and its corporate seal to be hereunto affixed and attested to by its ASST Secretary, this 17th day of SEPTEMBER, A.D., 1987.

AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, Trustee, Trust No. 59364  
As Trustee as aforesaid and not personally

By [Signature] 2ND VICE President  
ATTEST [Signature] ASST Secretary

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 P. JOHANSEN, 2ND VICE, President of the AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, Trustee, Trust No. 59364 and SUZANNE G. BAKER, ASST Secretary of said Company, who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such 2ND VICE President, and ASST Secretary, respectively, appeared before me this day in person and acknowledged that they signed, sealed and delivered the said instrument as their own free and voluntary act and as the free and voluntary act of said Company,

as Trustee as aforesaid, for the uses and purposes therein set forth; and the said ASST Secretary then and there acknowledged that he, as custodian of the corporate seal of said Company, did affix the corporate seal of said Company to said instrument as his own free and voluntary act and as the free and voluntary act of said Company, as Trustee as aforesaid, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal, this 17th day of SEP 24 1987, A.D. 1987.

[Signature]  
Notary Public

My commission expires .....

RECORDER'S STAMP

Form No. M(T) B-1-80

2. Any additional advances made by the Mortgagee to the Mortgagor, or his successors in title, as hereinafter provided, but at no time shall this mortgage secure a sum in excess of SIX HUNDRED TWENTY FIVE THOUSAND AND NO/100ths Dollars (\$625,000.00) plus such further sums as may be advanced for the purpose of protecting or enforcing the security; and

3. All of the covenants and agreements in said note (which is made a part of this mortgage contract) and this mortgage.

Loan No. 13562-5.0

Legal description and  
1398634 and  
12/8/87

3651681



EXHIBIT 'A'

PARCEL 1

THAT PART OF THAT PART OF LOT FOURTEEN (14) IN ASSESSOR'S DIVISION OF PART OF THE SOUTHWEST FRACTIONAL QUARTER (1/4) OF SECTION 30, TOWNSHIP 41, NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING SOUTH OF THE SOUTH LINE OF WEBER HEIGHTS SUBDIVISION IN ROGERS PARK, AS LAID OUT DESCRIBED AS FOLLOWS: COMMENCING AT THE INTERSECTION OF SAID SOUTH LINE OF WEBER HEIGHTS SUBDIVISION IN ROGERS PARK, AS LAID OUT AND EASTERLY LINE OF RIDGE ROAD, THENCE SOUTHEASTERLY ALONG SAID EASTERLY LINE OF RIDGE ROAD 50 FEET THENCE, EAST AND PARALLEL WITH SAID SOUTH LINE OF WEBER HEIGHTS SUBDIVISION IN ROGERS PARK, AS LAID OUT 150 FEET THENCE NORTHWESTERLY AND PARALLEL WITH SAID EASTERLY LINE OF RIDGE ROAD 50 FEET THENCE WEST ALONG SAID SOUTH LINE OF WEBER HEIGHTS SUBDIVISION IN ROGERS PARK AS LAID OUT 150 FEET TO THE PLACE OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PERMANENT INDEX NO.: 11-30-308-004-0000 *FAD 4*  
ADDRESS OF PROPERTY: 7537 North Ridge Blvd., Chicago, Illinois 60645

ALSO

PARCEL 2

LOT 4 IN WEBER HEIGHTS SUBDIVISION IN ROGERS PARK, A SUBDIVISION OF PART OF THE SOUTH WEST 1/4 OF SECTION 30, TOWNSHIP 41 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JULY 30, 1913 AS DOCUMENT NUMBER 5236122, IN COOK COUNTY, ILLINOIS.

PERMANENT INDEX NO.: 11-30-308-003-0000 *FCO 6*  
ADDRESS OF PROPERTY: 7539 North Ridge Blvd., Chicago, Illinois 60645

3651681

UNOFFICIAL COPY

BOX 67

BOX 67

TO: [Illegible]  
FROM: [Illegible]  
SUBJECT: [Illegible]

Property of Cook County Clerk's Office

DATE: [Illegible]  
TIME: [Illegible]

[Illegible]

BOX 67

BOX 67



# UNOFFICIAL COPY 81

RIDER, CONSISTING OF ONE PAGE ATTACHED TO MORTGAGE DATED SEPT. 17, 1987 EXECUTED BY AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, AS TRUSTEE UNDER TRUST AGREEMENT DATED OCTOBER 6, 1983 AND KNOWN AS TRUST NO. 59363 and AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, AS TRUSTEE UNDER TRUST AGREEMENT DATED OCTOBER 7, 1983 AND KNOWN AS TRUST NO. 59364.

## A. THE MORTGAGOR COVENANTS: (CONT'D.)

(12) The Mortgagor covenants that in order to provide for the payment of taxes, to pay out of the Trust Estate aforesaid, monthly in addition to the payment of principal and interest, one-twelfth of the annual real estate taxes as estimated by the Holder of the Note so as to provide funds for the payment of the current year's tax obligation on the last day of each such year during the term of the Note. The undersigned promises further to pay out of the Trust Estate aforesaid, monthly a pro-rata share of all assessments, future hazard insurance premiums, premiums on account of life, accident, disability or sickness insurance under any such policies of insurance assigned or payable to the Holder of the Note as additional security for the payment thereof, and any other charges that may accrue against the property securing the indebtedness. If the amount so estimated and paid shall prove to be insufficient to pay said taxes, insurance, assessments and other charges the undersigned promises to pay out of the Trust Estate aforesaid, the difference upon demand. It is agreed that all such payments shall, without earnings, be carried in a borrower's tax and insurance account and applied by the Holder of the Note to pay such items. Such sums so held are hereby pledged, together with any other account of the undersigned held by the Holder of the Note, to further secure the indebtedness and the Holder of the Note, or any officer or agent thereof, is hereby authorized to withdraw and apply the same hereon. The Holder of the Note is further authorized to pay said items as charged or billed without further inquiry.

(13) The Mortgagor covenants to furnish to Mortgagee, upon Mortgagee's written request, a sworn itemized statement of the most recent annual income and expenses pertaining to the mortgaged premises, such statement to be furnished within sixty (60) days after the date of such request.

(14) The Mortgagor covenants that the Mortgagee shall have the right, upon reasonable notice, to inspect the mortgaged premises at all reasonable times, and access thereto shall be permitted for that purpose.

## B. THE MORTGAGOR FURTHER COVENANTS: (CONCL'D.)

(10) In the event the mortgagor shall further encumber the mortgaged property in any amount, then if the same shall be done, it shall constitute a default under the Mortgage.

(11) The undersigned represents and agrees that this Mortgage, and the Note secured thereby, is to be construed and governed by the laws of the State of Illinois, and that the entire proceeds of the Note shall be used for business purposes as defined in Sec. 6404 (1) (c) of Chapter 17 of the Illinois Revised Statutes.

(12) Mortgagor hereby covenants and agrees that, so long as this mortgage and the Note secured hereby remain outstanding, the mortgaged premises shall continue to be occupied and used as rental apartment units and any change in the use of the mortgaged premises, without Mortgagee's prior written consent, shall constitute a default hereunder, and thereupon Mortgagee shall be authorized and empowered, at its option and without affecting the lien hereby created or the priority of said lien, to declare without notice all sums secured hereby immediately due and payable.

(13) Before releasing this Mortgage, the Mortgagee or its Successor shall receive for its services a fee as determined by its rate schedule in effect when the Release Deed is issued.

AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, AS TRUSTEE UNDER TRUST AGREEMENT DATED OCTOBER 6, 1983 AND KNOWN AS TRUST NO. 59363, and NOT PERSONALLY.

AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, AS TRUSTEE UNDER TRUST AGREEMENT DATED OCTOBER 7, 1983 AND KNOWN AS TRUST NO. 59364, and NOT PERSONALLY.

BY: 

BY: 

ATTEST: 

ATTEST: 

ASSISTANT SECRETARY

ASSISTANT SECRETARY

(SEAL)

(SEAL)

3651681

