

UNOFFICIAL COPY

This Mortgage dated as of [redacted] 1902 A. Clinton, [redacted] Cook County, Illinois

where address is 3902 S. Clinton, Chicago, Ill. 60612

and COMMERCIAL NATIONAL BANK OF CHICAGO 227 & 229 Park Ave. Chicago, Ill. 60601 as mortgagee in the principal sum of THIRTEEN THOUSAND DOLLARS AND FIFTY DOLLARS (\$13,750.00) or the aggregate unpaid amount of all loans made by the Mortgagee pursuant to it at certain times hereafter...

All payments received by Mortgagee under the Agreement shall be applied first to the principal of the mortgage and then to accrued and unpaid interest.

To secure the payment of the indebtedness hereunder and pursuant to the Agreement with interest thereon, the payment of all other debts with interest thereon of record in the public records of the County of Cook, Illinois, and the parties hereto...

The South Thirty (30) feet of the North Sixty-two (62) feet of Section (10) in Block Forty-seven (47) in the Subdivision of blocks forty-five (45), forty-seven (47), forty-eight (48), forty-nine (49), fifty (50), fifty-one (51), and fifty-two (52) in the Circuit Court Partition, in Section 31, Township 39 North, Range 12, East of the Third Principal Meridian.

where address is 3902 S. Clinton, Chicago, Ill. 60612

RECORDED IN 16-31 328-002

Together with all buildings, improvements, fixtures or appurtenances now or hereafter erected thereon or on the premises, including all equipment, apparatus, fixtures or fittings, whether in single units or centrally controlled, used to supply heat, gas, air conditioning, water, light, power, refrigeration, ventilation or other services, and everything else now or hereafter, therein or thereon, the furnishing of which by loan to be herein customary or appropriate, including screens, window shades, lawn mowers, lawnmowers, floor coverings, screen doors, in-door beds, awnings, water heaters, all of which are intended to be and are hereby declared to be a part of and real estate which is 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, and all of the foregoing, together with said real estate or interests therein, the Mortgagee in and to aforesaid are hereby referred to as the "Property". The Mortgagee is hereby subrogated to the rights of all lienholders and others in the proceeds of the Agreement hereby secured.

To have and to hold the Property, with said buildings, improvements, fixtures, appurtenances, apparatus and equipment, unto said Mortgagee forever for the use hereinafter set forth, free from all rights and benefits under the Homestead Exemption Laws of the State of Illinois, which said rights are hereby waived and waived.

THE MORTGAGEE'S COVENANTS:

- A. (1) To pay the indebtedness and the interest thereon as stated in said Agreement, 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 the Property (including those hereinafter due), and to furnish Mortgagee, upon request, duplicate receipts therefor, and all such items extended against the Property shall be conclusively deemed valid for the purpose of this requirement; (3) To keep the improvements now or hereafter upon the Property insured against damage by fire hazards included within the term "extended coverage," and such other insurances as the Mortgagee may require to be insured against and to provide public liability insurance and such other insurances 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 market value thereof, in each case, and to such form as shall be satisfactory to the Mortgagee; such insurance policies shall remain with the Mortgagee during said period or periods, and maintain the usual check or checks thereon 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 hereunder and to execute and deliver on behalf of the Mortgagee all necessary proofs of loss, receipts, vouchers, releases and assignments required to be signed by the insurance carrier, and the Mortgagee agrees to sign, upon demand, all receipts, vouchers and releases required of it to be signed by the Mortgagee for such purposes, and the Mortgagee is authorized to pay the proceeds of any insurances claim to the restoration of the Property or upon the indebtedness hereby secured in its discretion, but such payments shall continue until said indebtedness is paid in full; (4) Immediately after destruction or damage, in consequence and promptly complete the rebuilding or restoration of buildings and improvements now or hereafter on the Property, unless Mortgagee elects to apply on the indebtedness secured hereby the proceeds of any insurances covering such destruction or damage; (5) To keep the Property in good condition and repair, without waste, and free from any machine's or other lien or claim of lien not expressly waived hereunder to the best benefit; (6) To comply with the provisions of any laws if this Mortgage is on a leasehold; (7) To perform all obligations under any ordinances, covenants, by-laws, regulations, and consistent decrees and orders governing the Property if the Mortgage is on a condominium or a planned unit development; (8) Not to make, suffer or permit any unlawful use of or any encumbrance to exist on the Property now or hereafter which would impair its value by any act or omission to act; (9) To comply with all requirements of law with respect to the Mortgagee in existence and the use thereof; (10) Not to make, suffer or permit, without the written permission of the Mortgagee being first had and obtained, any use of the Property for any purpose other than that for which it is now used, by any alterations, additions, demolition, removal or sale of any improvements, apparatus, appurtenances, fixtures or equipment now or hereafter upon the Property, (11) any purchase or conditional sale, lease or agreement under which title is reserved in the vendor, of any appurtenances or equipment to be placed in or upon any buildings or improvements on the Property, (12) any sale, assignment or transfer of any right, title or interest in and to the Property or any portion thereof including, but not limited to, any intellectual contract or articles of agreement for deed, unless otherwise permitted hereunder; (13) To complete

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Property of Cook County Clerk's Office

11/15/08
MAIL ROOM

3777844

3777844

3777844

1908 MAR -8 PM 15:08
CAROL POLK, CLERK
RECEIVED

Submitted by 3777844

Address

Printed

Deliver certificate

Address 3777844

Deliver duplicate 1 per

3777844

COOK COUNTY CLERK
111 W. WASHINGTON ST.
CHICAGO, IL 60601

Order # 173-04

UNOFFICIAL COPY

All indebtedness secured hereby is paid in full and the conveyance of a good parcel to a purchaser... the risk is not to be taken... the expense of the ordinary price during which it may be leased, Mortgagee shall, however, have the discretionary power at any time to refuse to take or to limit the possession of the property... Mortgagee shall have all power, if any, which it might have had without this paragraph. No suit shall be maintained against Mortgagee... on account of any act or omission relating to the subject matter of this paragraph unless commenced within sixty days after Mortgagee's possession ceases.

When such right, power and remedy is conferred by this Mortgage or the Agreement upon the Mortgagee, it is in addition of every other right or remedy of the Mortgagee... in and to the Property, and may be enforced successively therewith, that no matter by the Mortgagee of performance of any covenant, condition or term in the Agreement shall thereafter in any manner affect the right of Mortgagee to require or enforce performance... of the same or any other of said covenants... that will serve the purpose... require, the materials provided, no work, service, shall include the furnace and the heater, and singular work or, named herein, shall include the same; that all present and obligations under this Mortgage shall extend to and be binding upon the respective heirs, executors, administrators, successors and assigns of the Mortgagee, and the successors and assigns of the Mortgagee; and that the powers herein mentioned may be exercised as often as occasion therefor arises.

M. Mortgagee may make or cause to be made reasonable entries upon and inspections of the Property, provided that Mortgagee shall give Mortgagee notice prior to any such inspection specifying reasonable cause therefor related to Mortgagee's interest in the Property.

L. Except for any notice required under applicable law to be given in another manner, (a) any notice to Mortgagee provided for in this Mortgage shall be given by mailing such notice by regular mail, addressed to Mortgagee at the Property address or at such other address as Mortgagee may designate by notice to Mortgagee as provided herein, and (b) any notice to Mortgagee shall be given by certified mail, return receipt requested to Mortgagee's address stated herein or to such other address as Mortgagee may designate by notice to Mortgagee as provided herein. Any notice provided for in this Mortgage shall be deemed to have been given to Mortgagee or Mortgagee's designee at the address designated herein.

N. This Mortgage shall be governed by the law of the State of Illinois. In the event that any provision or clause of this Mortgage or the Agreement conflicts with applicable law, such conflict shall not affect other provisions of this Mortgage or the Agreement which can be given effect without the conflicting provision and to this end the provisions of the Mortgage and the Agreement are declared to be severable.

O. Upon payment of all sums secured by this Mortgage and termination of the Agreement, Mortgagee shall release this Mortgage and the obligations thereunder on the day of the day of 1989.

James A. Cain (SEAL)
Charlotte Cain (SEAL)

(SEAL)

COUNTY OF ILLINOIS }
CITY OF _____ }

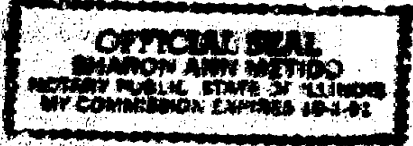
I, the undersigned, a Notary Public in and for said County, do hereby certify that Ross Margetta & Charlotte
Immelto (Married in Bath (Mar NJ))

personally know to me to be the true person or persons whose names or names to or are subscribed to the foregoing mortgage, appeared before me this day in person and acknowledged that they signed, sealed and delivered the said mortgage as their free and voluntary act, for the uses and purposes therein expressed, including the release and waiver of all rights under any heretofore, exceptive and consecutive laws.

WITNESS under my hand and seal of said County, this 3rd day of March, 1989.

Cristina Immelto

THIS INSTRUMENT PREPARED BY: James A. Cain, Commercial National Bank of Chicago
3322 S. Oak Park Ave. Chicago, IL 60602



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1. All covenants, terms, conditions and provisions of the Mortgage, assigned and transferred to the Mortgagee, whether now due or hereafter to become due, under the terms of the Mortgage, shall be deemed to be covenants, terms, conditions and provisions of this Mortgage, and shall be enforceable by the Mortgagee as if they were so made.

2. In case the 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 the Property or any part thereof, and all consideration and damages to be received by the Mortgagee, and to take any action which may be necessary to protect the interests of the Mortgagee.

3. The Mortgagee shall be deemed to be the owner of the Property for all purposes, and shall have the right to sell, lease, convey, mortgage, or otherwise dispose of the Property, or any part thereof, and to execute all instruments necessary to carry out such purposes, and to take any action which may be necessary to protect the interests of the Mortgagee.

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