

UNOFFICIAL COPY

River Forest, Illinois 60305
7727 West Lake Street
River Forest State Bank and Trust Company
Claude B. L'Houreaux, Vice President

This instrument was prepared by:

which has the address of 2340 North LaSalle, Chicago, Illinois 60647 (herein referred to as "property address").

P.I.N.: 14-31-104-040

LOT 28 IN BLOCK 4 IN HOLSTEIN, BEING A SUBDIVISION IN THE WEST 1/2 OF THE NORTHWEST 1/4 OF SECTION 31, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

NOW, THEREFORE, the Mortgagor, to secure the payment of the Note with interest thereon, the payment of all other sums with interest thereon advanced in accordance herewith to protect the security of this Mortgage, and the performance of the covenants and agreements of the Mortgage herein contained, the Mortgagor does hereby mortgage, grant, and convey to Mortgagee the following described real estate located in the county of Cook, State of Illinois:

WHEREAS, the Note provides for initial monthly installments of EIGHT HUNDRED TWENTY-SIX AND TWENTY-THREE ONE HUNDREDTHS DOLLARS (\$826.23) on the first day of each month commencing with July 1, 1990 with the balance of the indebtedness, if not sooner paid, due and payable on June 1, 2000.

WHEREAS, the Note provides for interest to be charged on the balance of principal remaining from time to time outstanding at a rate of principal remaining from time to time outstanding at a rate equal to three percent (3.00%) above the weekly average yield on United States Treasury Securities adjusted to a constant maturity of one year; and

WHEREAS, Mortgagor is indebted to Mortgagee in the principal sum of ONE HUNDRED THOUSAND DOLLARS (\$100,000.00) which indebtedness is evidenced by Mortgagee's Note dated July 14, 1990, (herein referred to as the "Note"),

THIS MORTGAGE made this 14th day of June, 1990, between RIVER FOREST STATE BANK AND TRUST COMPANY not personally, but as trustee under a Trust Agreement dated June 4, 1990, and known as Trust Number 3616, (hereinafter referred to as "Mortgagor") and the RIVER FOREST STATE BANK AND TRUST COMPANY, (hereinafter referred to as "Mortgagee").

NOTICE TO BORROWER: THE NOTE SECURED BY THIS MORTGAGE CONTAINS PROVISIONS ALLOWING FOR CHANGES IN THE INTEREST RATE. INCREASES IN THE INTEREST RATE MAY RESULT IN HIGHER PAYMENTS. DECREASES IN THE INTEREST RATE MAY RESULT IN LOWER PAYMENTS.

M O R T G A G E

RIVER FOREST STATE BANK AND TRUST COMPANY
7727 West Lake Street
River Forest, Illinois 60305

Space Above This Line For Recorder's Use

RIVER FOREST STATE BANK
AND TRUST COMPANY
7727 West Lake Street
River Forest, Illinois 60305
ATTN: Real Estate Department

WHEN RECORDED MAIL TO:

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NOT RECORDED

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TOGETHER with all the improvements now or hereafter erected on or attached to the property, and all easements, rights, appurtenances, rents, royalties, mineral, oil and gas rights and profits, water, water rights, and all fixtures now or hereafter attached to the property, all of which including replacements and additions thereto, shall be deemed to be and remain a part of the property covered by this Mortgage and all of the foregoing together with said property (or the leasehold estate if the Mortgage is on a leasehold) are herein referred to as the "Premises".

Mortgagor covenants that Mortgagor is lawfully seized of the estate hereby conveyed and has the right to mortgage, grant and convey the Premises, that the Premises is unencumbered and Mortgagor will warrant and defend generally the title to the Premises against all claims and demands, subject to any declarations, easements or restrictions listed in a schedule of exceptions to coverage in any title insurance policy insuring Mortgagor's interest in the Premises.

IT IS FURTHER UNDERSTOOD THAT:

1. Mortgagor shall promptly pay when due the principal of and interest on the indebtedness evidenced by the Note, and late charges as provided in the Note, and the principal of and interest on any future advances secured by this Mortgage.

2. In addition, the Mortgagor shall:

(a) Promptly repair, restore or rebuild any improvement now or hereafter on the property which may become damaged or destroyed.

(b) Pay immediately when due and payable all general taxes, special taxes, special assessments, water charges, sewer service charges and other taxes and charges against the property, including those heretofore due, (the monthly payments provided in the Note in anticipation of such taxes and charges to be applied thereto provided said payments are actually made under the terms of said Note), and to furnish the Mortgagee, upon request, with the original and duplicate receipts therefor, and all such items extended against said property shall be conclusively deemed valid for the purpose of this requirement.

(c) Keep the improvements now existing or hereafter erected on the property insured against loss or damage by fire, lightning, wind storm or such other hazards, as the Mortgagee may reasonably require to be insured against under policies providing for payment by the insurance companies or monies sufficient either to pay the cost of replacing or repairing the same or to pay in full the indebtedness secured hereby, in such companies through such agents or brokers and in such form as shall be satisfactory to the Mortgagee, until said indebtedness is fully paid, or in the case of foreclosure, until expiration of the period of redemption; such insurance policies, including additional and renewal policies shall be delivered to and kept by the Mortgagee and shall contain a clause satisfactory to the Mortgagee making them payable to the Mortgagee, as its interest may appear, and in case of loss under such policies, the Mortgagee is authorized to adjust, collect and compromise, in its discretion, all claims thereunder and the Mortgagor agrees to sign upon demand, all receipts, vouchers and releases required of him by the insurance companies; application by the Mortgagee of any of the proceeds of such insurance to the indebtedness hereby secured shall not excuse the Mortgagor from making all monthly payments until the indebtedness is paid in full. In the event of a loss, Mortgagor shall give prompt notice to the insurance carrier and Mortgagee. Mortgagee may make proof of loss if not made promptly by Mortgagor. All renewal policies shall be delivered at least ten (10) days before such insurance shall expire. All policies shall provide further that Mortgagee shall receive ten (10) days notice prior to cancellation.

(d) Complete within a reasonable time any buildings or improvements now or at any time in process of erection upon said property.

(e) Keep said premises in good condition and repair without waste and free from any mechanics or other lien or claim of lien not expressly subordinated to the lien hereof.

(f) Not suffer or permit any unlawful use of or any nuisance to exist on said premises nor to diminish nor impair its value by any act or omission to act.

(g) Comply with all requirements of law or municipal ordinances with respect to the premises and the use thereof.

(h) Comply with the provisions of any lease if this mortgage is on a leasehold.

(1) Pay the premiums for any life, disability or other insurance if mortgagee shall procure contracts of insurance upon his life and disability insurance making the mortgagee assignee thereunder. In such event and upon failure of mortgagee to pay the aforesaid premiums, the mortgagee may pay the premiums for such insurance and add said payments to the principal indebtedness secured by this mortgage to be repaid in the same manner and without changing the amount of the monthly payments, unless such change is by mutual consent.

(j) In the event this mortgage is on a unit in a condominium, perform all of mortgagee's obligations under the declaration or covenants creating or governing the condominium, the by-laws and regulations of the condominium and the constituent documents.

Any sale, conveyance, or transfer of any right, title or interest in the premises or any portion thereof or any sale, transfer or assignment of all or any part of the beneficial interest in any trust holding title to the premises without the prior written approval of the mortgagee shall, at the option of the mortgagee, constitute a default hereunder on account of which the holder of the Note secured hereby may declare the entire indebtedness evidenced by said Note to be immediately due and payable and foreclose this mortgage immediately or at any time such default occurs.

In the case of a failure to perform any of the covenants herein, or if any action or proceeding is commenced which materially affects the mortgagee's interest in the property, including but not limited to eminent domain, involuntary, code enforcement, or arrangements involving a bankruptcy or decedent, the mortgagee may (a) on the mortgagee's behalf everything so governed; the mortgagee may also do any act it may deem necessary to protect the lien hereof; and the mortgagee will repay upon demand any monies paid or disbursed, including reasonable attorney's fees and expenses, by the mortgagee for any of the above purposes and such monies together with interest thereon at the highest rate for which it is then lawful to contract shall become so much additional indebtedness hereby secured 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. It shall not be obligatory upon the mortgagee to inquire into the validity of any lien, encumbrance or claim in advancing monies as above authorized, but nothing herein contained shall be construed as requiring the mortgagee to advance any monies 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 nor shall any acts of mortgagee act as a waiver of mortgagee's right to accelerate the maturity of the indebtedness secured by this mortgage or to proceed to foreclose this mortgage.

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5. Time is of the essence hereof, and if default be made in performance of any covenant herein contained or contained in the Note or in making any payment under said Note or obligation or any extension or renewal thereof, or if proceedings be instituted to enforce any other lien or charge upon any of the Premises, or upon the filing of a proceeding in bankruptcy by or against the Mortgagor, or the Mortgagor shall make an assignment for the benefit of his creditors or if his property be placed under control of or in custody of any court or officer of the government, or if the Mortgagor abandons the Premises, or fails to pay when due any charge or assessment (whether for insurance premiums, maintenance, taxes, capital improvements, purchase of another unit, or otherwise) imposed by any condominium, townhouse, cooperative or similar owner's group, then and in any of said events, the Mortgagee is hereby authorized and empowered, as its option and without affecting the lien, hereby created or the priority of said lien or any right of the Mortgagee hereunder, to declare, without notice, all sums secured hereby immediately due and payable, whether or not such default be remedied by Mortgagor, and apply toward the payment of said mortgage indebtedness any monies of the Mortgagor held by the Mortgagee, and said Mortgagee may also immediately proceed to foreclose this Mortgage, and in any foreclosure a sale may be made of the Premises enmasse without offering of the several parts separately.
6. Upon the commencement of any foreclosure proceeding hereunder, the court in which such bill is filed may at any time, either before or after sale, and without notice to the Mortgagor, or any party claiming under him, and without regard to the solvency of the Mortgagor or the then value of said Premises, or whether the same shall then be occupied by the owner of the equity of redemption as a homestead, appoint a receiver with power to manage and rent and to collect the rents, issues and profits of said Premises during the pendency of such foreclosure suit and the statutory period of redemption, and such rents, issues and profits, when collected, may be applied before as well as after the foreclosure sale, towards the payment of the indebtedness, costs, taxes, insurance or other items necessary for the protection and preservation of the Premises, including the expenses of such receivership, or on any deficiency decree whether there be a decree therefore in personam or not, and if a receiver shall be appointed he shall remain in possession until the expiration of the full period allowed by statute for redemption, whether there be redemption or not, and until the issuance of a deed in case of sale, but if no deed be issued, until the expiration of the statutory period during which it may be issued and no lease of said Premises shall be nullified by the appointment or entry in possession of a receiver but he may elect or terminate any lease junior to the lien hereof; and upon foreclosure of said Premises, there shall be allowed and included as an additional indebtedness in the decree of sale all expenditures and expenses together with interest thereon at the rate of twenty (20%) percent per annum, or if said rate of interest is higher than permitted by state law, then to the highest rate permitted by state law, which may be paid or incurred by or in behalf of the Mortgagee for attorneys' fees, appraiser's fees, court costs and costs (which may be estimated as to include items to be expended after the entry of the decree) and of procuring all such data with respect to title as Mortgagee may reasonably deem necessary either to prosecute such suit or to evidence to bidders at any sale held pursuant to such decree the true title to or value of said Premises; all of which aforesaid amounts together with interest as herein provided shall be immediately due and payable by the Mortgagor in connection with (a) any proceeding, including a 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

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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.

7. Extension of the time for payment or modification or amortization of the sums secured by this Mortgage granted by Mortgagee to any successor in interest of Mortgagor shall not operate to release in any manner the liability of the original Mortgagor and Mortgagor's successor in interest. Mortgagee shall not be required to commence proceedings against such successor or refuse to extend time for payment or otherwise modify amortization of the sum secured by this Mortgage by reason of any demand made by the original Mortgagor and Mortgagor's successor in interest.
8. Any forbearance by Mortgagee in exercising any right or remedy hereunder or otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of any such right or remedy. The procurement of insurance or the payment of taxes or other liens or charges by Mortgagee shall not be a waiver of Mortgagee's right to accelerate the indebtedness secured by this Mortgage.
9. All remedies provided in this Mortgage are distinct and cumulative to any other right or remedy under this Mortgage or afforded by law or equity and may be exercised concurrently, independently or successively.
10. The covenants contained herein shall bind and the rights hereunder shall inure to the respective successors and assigns of Mortgagee and Mortgagor subject to the provisions of paragraph 3 hereof. All covenants and agreements of Mortgagor shall be joint and several.
11. Except to the extent any notice shall be required under applicable law to be given in another manner, any notice to Mortgagor shall be given by mailing such notice by certified mail addressed to Mortgagor at the Property Address or at such other address as Mortgagor may designate by notice to Mortgagee as provided herein and 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 Mortgagor as provided herein. Any notice provided for in this mortgage shall be deemed to have been given to Mortgagor or Mortgagee when given in the manner designated herein.
12. Upon payment of all sums secured by this Mortgage, Mortgagee shall release Mortgage without charge to Mortgagor. Mortgagor shall pay all costs of recordations of any documentation necessary to release this mortgage.
13. Mortgagor hereby waives all right of homestead exemption in the Premises and grants to Mortgagee the right to inspect the Premises at all reasonable times and access thereto shall be permitted for that purpose.
14. Mortgagor assigns to Mortgagee and authorizes the Mortgagee to negotiate for and collect any award for condemnation of all or any part of the Premises. The Mortgagee may, in its discretion, apply any such award to amounts due hereunder, or for restoration of the Premises.

15. If the Mortgagor is a corporation, the Mortgagor hereby waives any and all rights of redemption from sale under any order or decree of foreclosure of this Mortgage on 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 Premises subsequent to the date of this Mortgage.

IN WITNESS WHEREOF, this mortgage is executed by RIVER FOREST STATE BANK AND 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 said RIVER FOREST STATE BANK AND TRUST COMPANY 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 said Trustee or on said RIVER FOREST STATE BANK AND TRUST COMPANY personally to pay the 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 said Trustee and said RIVER FOREST STATE BANK AND TRUST COMPANY 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 against any other security given to secure the payment of said Note.

RIVER FOREST STATE BANK AND TRUST COMPANY, not personally but as Trustee as aforesaid

BY: Anne Dunne
ITS: VICE PRESIDENT AND TRUST OFFICER

ATTEST:
BY: Michelle Perry
ITS: ASSISTANT CONTROLLER

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 ANNE DUNNE, V.P. & TRUST OFFICER of River Forest State Bank and Trust Company and MICHELLE PERRY, ASSISTANT CONTROLLER of said Bank, who are personally known to me to be the same V.P. & TRUST OFFICER and ASSISTANT CONTROLLER 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 of said Bank as Trustee as aforesaid for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 14th day of June, 1990.

Evelyn C. Housenga
NOTARY PUBLIC

My Commission Expires:



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CAROL MOFFETT BRADSHAW
REGISTRAR OF TITLES

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Submitted by _____

Address _____

Proposed _____

Deliver to _____

Address _____

Deed to _____

Address _____

Notified _____

Daniel J. ... Trust

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MID AMERICA TITLE COMPANY
123 W. Madison Street
Chicago, Illinois 60602