

UNOFFICIAL COPY

COAN# 12B43-5

MORTGAGE

3962090

THIS INDENTURE WITNESSETH: That the undersigned COMMUNITY SAVINGS BANK

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 APRIL 25, 1991, and known as trust number LT-541, hereinafter referred to as the Mortgagor, does hereby Mortgage and Warrant to

COMMUNITY SAVINGS BANK

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 of COOK in the State of Illinois, to wit: SEE RIDER ATTACHED HERETO:

Lots One Hundred Twenty-Six (126) and One Hundred Twenty-Seven (127) in H. Roy Berry's Devon Harlem Subdivision, being a Subdivision of parts of the South Half (S/2) of Section Thirty-Six (36), Township Forty-One (41) North, Range Twelve (12), East of the Third Principal Meridian, and part of the Northeast Quarter (NE1/4) of the Northeast Quarter (NE1/4) of Section One (1), Township Forty (40) North, Range Twelve (12), East of the Third Principal Meridian, in Cook County, Illinois.

Permanent Index Number: 09-36-355-037.

3962090

Property commonly known as: 7649 West Devon Avenue - Chicago, Illinois 60631.

thereon the furnishing of which by mortgagor is a liability of mortgagor... (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 attorneys' 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 hereunder, 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 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 Home-stead 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 certain indebtedness from the Mortgagor to the Mortgagee evidenced by a note made by the Mortgagor in favor of the Mortgagee, bearing even date herewith, in the sum of FORTY-EIGHT THOUSAND AND NO/100 Dollars (\$ 48,000.00), which note together with interest thereon as provided by said note, is payable in monthly installments of FOUR HUNDRED ELEVEN AND SIX/100 DOLLARS (\$ 411.06) on the first day of each month, commencing with May 1st, 1991 until the entire sum is paid.

To secure performance of the other agreements in said note, which are hereby incorporated herein and made a part hereof, and which provide, among other things, for an additional monthly payment of one-twelfth (1/12th) of the estimated annual taxes, assessments, insurance premiums and other charges upon the mortgaged premises. And to secure possible future advances as hereinafter provided and to secure the performance of the Mortgagor's covenants herein contained.

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3962090

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2/14/96

IN DEFICIENT
3962090

CHICAGO TITLE INS. CO.
G# 72-98-846

3962090 2:49
 Submitted by BRAUN
 CARD MORTGAGE RECORDED DEEDS
 COOK COUNTY

Address _____
 Promised _____
 Deliver case to _____

Address _____
 Deliver documents to _____

Deed # 3962090
 Address _____
 Notified _____
 C.T.I./OROZCO

Box 331

MORTGAGE

COMMUNITY SAVINGS BANK TR# 11-541

7640 West Devon Avenue

Chicago, Illinois 60631

to

COMMUNITY SAVINGS BANK
4801 West Belmont Avenue
Chicago, Illinois 60641

Property of Cook County Clerk's Office

Loan No.12843-5

UNOFFICIAL COPY

To secure performance of the other agreements in said note, which are hereby incorporated herein and made a part hereof, and which provide, among other things, for an additional monthly payment of one-twelfth (1/12th) of the estimated annual taxes, assessments, insurance premiums and other charges upon the mortgaged premises. And to secure possible future advances as hereinafter provided and to secure the performance of the Mortgagor's covenants herein contained.

on the first day of each month, commencing with May 1st, 1991 until the entire sum is paid.

which note together with interest thereon as provided by said note, is payable in monthly installments of FOUR HUNDRED ELEVEN AND SIX/100 DOLLARS (\$ 411.06)

NO/100 Dollars (\$ 48,000.00)

by the Mortgagor in favor of the Mortgagee, bearing even date herewith, in the sum of FORTY-EIGHT THOUSAND AND

TO SECURE the payment of a certain indebtedness from the Mortgagor to the Mortgagee evidenced by a note made 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 Mortgagee does hereby release and waive.

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 Mortgagee does hereby release and waive.

Mortgagee's possession ceases. Based upon acts or omissions relating to the subject matter of this paragraph unless commenced within sixty days after

have all powers, if any, which it might have had without this paragraph. No suit shall be sustainable against Mortgagee at any time to refuse to take or to abandon possession of said premises without affecting the lien hereof. Mortgagee shall

Special Commissioner's Deed pursuant to a decree foreclosing the lien hereof, but it 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

of Mortgagee may continue until all indebtedness secured hereby is paid in full or until the death of a Master's Deed or factory evidence thereof, shall relinquish possession and pay to Mortgagee any surplus income in its hands. The possession

there is no substantial uncorrected default in performance of the Mortgagor's agreements herein, the Mortgagee, on sale- therefor or not. Whenever all of the indebtedness secured hereby is paid, and the Mortgagee, in its sole discretion, feels

any decree of foreclosure, and on the deficiency in the proceeds of sale, if any, whether there be a decree in personam for the aforesaid purposes, first on the interest and then on the principal of the indebtedness hereby secured, before or after

the exercise of the powers herein given, and from time to time apply any balance of income not, in its sole discretion, needed itself, pay insurance premiums, taxes and assessments, and all expenses of every kind, including attorneys' fees incurred in

is prior to the lien or any other indebtedness hereby secured, and out of the income retain reasonable compensation for hereinafter stated to secure which a lien is hereby created on the mortgaged premises and on the income therefrom which lien

general exercise all powers ordinarily incident to absolute ownership, a advance or borrow money necessary for any purpose said premises, buy furnishings and equipment therefor when it deems necessary, purchase all kinds of insurance, and in

equitable as it may deem proper to enforce collection thereof, employ rental agencies or other employees, alter or repair leases, collect said avals, rents, issues and profits regardless of what earned and use such measures whether legal or

premises, or any part thereof, make leases for terms deemed advantageous to it, terminate or modify existing or future either before or after foreclosure sale, to enter upon and take exclusive possession of, manage, maintain and operate said

to the Mortgagee of all such leases and agreements and all the avals hereunder, together with the right in case of default, such pledge shall not be deemed merged in any foreclosure decree, and (b) to establish an absolute transfer and assignment

the intention hereof (a) to pledge said rents, issues and profits on a party with said real estate and not secondarily and is now or may be hereafter existing or which may be made by the Mortgagee under the power herein granted to it; it being

use or occupancy of said property, or any part thereof, whether said lease or agreement is written or verbal and whether it over unto the Mortgagee, whether now due or hereafter to become due under or by virtue of any lease or agreement for the

all easements and the rents, issues and profits of said premises which are hereby pledged, assigned, transferred and set of which are declared to be a part of said real estate whether physically attached thereto or not; and also together with

down shades, storm doors and windows, floor coverings, screen doors, in-door beds, awnings, stoves and water heaters (all thereon the furnishing of which by lessors to lessees is customary or appropriate, including screens, venetian blinds, win-

conditioning, water, light, power, refrigeration, ventilation or otherwise and any other thing now or hereafter thereon or all apparatus, equipment, fixtures, or articles, whether in single units or centrally controlled, used to supply heat, gas, air

TOGETHER with all buildings, improvements, fixtures or appurtenances now or hereafter erected thereon, including

0602963

Clerk's Office

3962090

MORTGAGE

LOAN# 12843-5

COMMUNITY SAVINGS BANK

THIS INDENTURE WITNESSETH: That the undersigned

846 F2

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Property of Cook County Clerk's Office

Box 331

MORTGAGE

COMMUNITY SAVINGS BANK TR# LJ-541

7640 West Devon Avenue

Chicago, Illinois 60631

to

COMMUNITY SAVINGS BANK
4801 West Belmont Avenue
Chicago, Illinois 60641

Loan No.12843-5

2/4/69
3962090
IN DISTRICT

Submitted 2:49
3962090
COOK COUNTY CLERK'S OFFICE
RECORDED
INDEXED
BROOKLYN
BANK

Address _____
Deliver to _____
Deed to 3962090
Address _____
Notified _____
C.T. JOROZCO

CHICAGO TITLE INS. CO.
G# 22-98-846

UNOFFICIAL COPY

Torrens certificates and similar data and assurances 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 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 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.

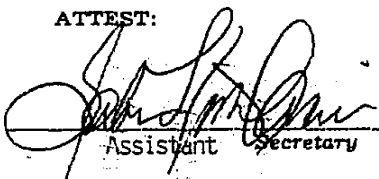
(6) That each right, power and remedy herein conferred upon the Mortgagee is cumulative of every other right or remedy of the Mortgagee, whether herein or by law conferred, and may be enforced concurrently therewith; that no waiver by the Mortgagee of performance of any covenant herein or in said obligation 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 powers herein mentioned may be exercised as often as occasion therefor arises.

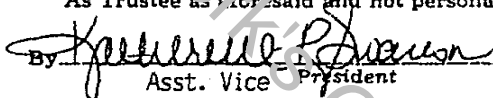
(7) This mortgage is executed by COMMUNITY SAVINGS BANK not personally but as Trustee as aforesaid in the exercise of the power and authority conferred upon and vested in it as such Trustee (and said COMMUNITY SAVINGS BANK hereby warrants that it possesses full power and authority to execute this instrument and it is expressly understood and agreed that nothing herein or in said note contained shall be construed as creating any liability on the said COMMUNITY SAVINGS BANK, either individually or as Trustee aforesaid, personally to pay the said note or any interest that may accrue thereon, or any indebtedness accruing hereunder, or to perform any covenant either express or implied herein contained, all such liability, if any, being expressly waived by the Mortgagor and by every person now or hereafter claiming any right or security hereunder, and that so far as COMMUNITY SAVINGS BANK, either individually or as Trustee aforesaid, or 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.

(8) If the Mortgagor sells the property or any part thereof, or any interest therein either by Articles of Agreement for Deed, transfer of title, or assignment of the beneficial interest in the land trust or any part thereof, then the Mortgagee may declare the entire indebtedness secured by this Mortgage due and payable immediately, and the acceptance of payments upon said indebtedness shall not constitute a waiver of the right to demand immediate repayment.

This instrument prepared under the supervision of
CONRAD J. NAGLE, Attorney
6801 W. Belmont Avenue
Chicago, Illinois 60641

IN WITNESS WHEREOF, COMMUNITY SAVINGS BANK not personally but as Trustee as aforesaid, has caused these presents to be signed by its Asst. Vice _____ President, and its corporate seal to be hereunto affixed and attested by its _____ Assistant _____ Secretary, this 26th day of April, A. D. 1991.

ATTEST:

Assistant Secretary

COMMUNITY SAVINGS BANK
As Trustee as aforesaid and not personally
By 
Asst. Vice President

STATE OF ILLINOIS }
COUNTY OF Cook } ss.

I, Maryann C. Bovio a Notary Public, in and for said County, in the state aforesaid, DO HEREBY CERTIFY, THAT Katherine R. Swanson, Asst. Vice President of COMMUNITY SAVINGS BANK and Barbara Kostelancik, Assistant Secretary of said corporation, who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Asst. Vice President, and Assistant Secretary, 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 and as the free and voluntary act of said corporation, as Trustee as aforesaid for the uses and purposes therein set forth; and the said Asst. Secretary then and there acknowledged that she, as custodian of the corporate seal of said corporation, did affix said seal to said instrument as her own free and voluntary act and as the free and voluntary act of said corporation, as Trustee as aforesaid, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal, this 29th day of April, A. D. 1991.

"OFFICIAL SEAL"
Maryann C. Bovio
Notary Public, State of Illinois
My Commission Expires 6-17-92


Notary Public

3952090

