

together with all buildings, improvements, fixtures or appliances, equipment, furniture or fixtures, whether in single units or centrally controlled, used to supply heating, gas, air conditioning, water, light, power, refrigeration, ventilation or other services, and any other thing now or hereafter, therein or thereon, the furnishing of which by tenants is customary or required by law, in a door body, window, water heaters (all of which are intended to be and are hereby declared to be a part of and real estate whether they are attached thereto or not), and also together with all easements and the rents, issues and profits of any premises which are hereby pledged, assigned, transferred and set over into the Mortgage, whether now due or hereafter to become due as provided herein, and all of the foregoing, together with all real estate (or leasehold estate if this Mortgage is on a leasehold) are hereby referred to as the "Property". The Mortgagee is hereby subrogated to the rights of all mortgagees, lienholders and others paid off by the proceeds of the Agreement hereby secured.

THE MORTGAGE COVENANTS

(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 assessments, water charges, and sewer service charges against the Property (including those heretofore due) and to furnish Mortgagee, upon request, duplicate receipts therefor, and all such items extended against the Property incurred against damage by fire hazards included within the term "extended coverage," 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, at the full insurable value thereof, in such companies and in such form as shall be satisfactory to the Mortgagee; such insurance policy shall remain with the Mortgagee during said period or periods, and contain the usual clause making them payable to the Mortgagee, and in case of foreclosure sale payable to the order of the certificate of sale, owner of any deficiency, any receiver or redemptioner, or any grantor 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 thereon, and to execute and deliver on behalf of the Mortgagee all necessary promissory notes, receipts, vouchers, releases and acquittances required to be signed by the Mortgagee, 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 a discretion, but monthly payments shall continue until said indebtedness is paid in full; (3) Immediately after destruction or damage to the building or improvements now or hereafter secured hereby the proceeds of any insurance covering the building and improvements now or hereafter secured hereby shall be applied to the repair, without waste, and free from any mechanic's or other lien or claim of lien not expiringly authorized to the lien hereof; (4) To comply with the provisions of any lease if this Mortgage is on a leasehold; (5) To perform all obligations under any declaration, covenant, by-law, regulation, and consistent documents governing the Property if the Mortgage is on a condominium or a planned unit development; (6) Not to make, suffer or permit any unlawful use of or any nuisance to exist on the Property nor to diminish nor impair in any way by any act or omission to act; (7) Not to make, suffer or permit any use of the Property for any purpose other than that for which it is now used; (8) Any alteration, addition, demolition, removal or sale of any improvements, apparatus, appliances, fixtures or equipment now or hereafter upon the Property; (9) Any purchase on conditional sale, lease or agreement under which title is reserved in the vendor, or any apparatus, fixture or equipment to be placed in or upon any building or improvement on the Property; (10) Any mortgage, lien or other right, title or interest in and to the Property or any portion thereof including, but not limited to, any mortgage, lien or other right, title or interest in and to the Property or any portion thereof including, but not limited to, any mortgage, lien or other right, title or interest in and to the Property.

5329 W. 30th Street, Cicero, Illinois

16-28-306-005

RE TITLE GUARANTY ORDER 0 C46973

3963088

Lot 15 in Block 6 in Hawthorne Square Subdivision of Blocks 3, 4, 5, 6, 8, and 9 in the Subdivision of that part of the East 3/4 of Section 28, Township of Ogden Avenue, in Cook County, Illinois.

Whereas, the Mortgagee is indebted to the Mortgagee in the principal sum of Sixty five thousand dollars and no cents (\$65,000.00), or the aggregate unpaid amount of all loans made by the Mortgagee pursuant to that certain Home Equity Revolving Line of Credit Agreement (the "Agreement") of even date herewith, which heretofore was evidenced by the Agreement executed by Mortgagee which Agreement provides for monthly interest payments at the rate and at the time provided for in the Agreement, with the full indebtedness, plus interest thereon, if not paid earlier, due and payable on demand after five (5) years from the date of this Mortgage; The Mortgagee will provide the Mortgagee with a final payment notice at least 60 days before the final payment must be made; The Agreement provides that loans may be made from time to time (but in no event later than twenty (20) years from the date hereof) not to exceed the above stated maximum loan amount outstanding at any one time. All future loans will have the same priority as the original loan. All payments received by Mortgagee under the Agreement shall be applied first to fees and charges payable pursuant to the Agreement, next to any amount advanced by the Mortgagee under this Mortgage, next to any billed and unpaid interest, next to the principal amount outstanding under the Agreement, and then to accrued and unpaid interest. To secure the payment of the indebtedness incurred pursuant to the Agreement 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 this Mortgage and in the Agreement, the Mortgagee does hereby mortgage, warrant, grant and convey to the Mortgagee the following described real estate located in the County of Cook, State of Illinois, to wit:

NOTE IDENTIFIED

This Mortgage dated as of May 20th 1991, is entered into between Manufacturers Affiliated Trust Company/Sussco Western National Bank of Cicero as Trustee Under Trust Agreement Dated August 23, 1982, and known as Trust # 8655



# UNOFFICIAL COPY

all indebtedness secured hereby is paid in full or until the delivery of a deed pursuant to a judgment 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 the Property 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.

J. That each right, power and remedy conferred by this Mortgage or the Agreement 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 contained herein or 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 wherever the context hereof requires, the masculine gender, as used herein, shall include the feminine and the neuter, and 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.

K. Mortgagee may make or cause to be made reasonable entries upon and inspections of the Property, provided that Mortgagee shall give Mortgagor 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 Mortgagor provided for in this Mortgage shall be given by mailing such notice by regular 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 (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 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.

M. 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 or the Agreement are declared to be severable.

N. Upon payment of all sums secured by this Mortgage and termination of the Agreement, Mortgagee shall release this Mortgage.

IN WITNESS WHEREOF, we have hereunto set our hands and seals, this 20th day of May, 1991.  
Manufacturers Affiliated Trust Company, SUCCESSOR  
Western National Bank of Cicero, as Trustee Under Trust Agreement dated August 23, 1982 and known as Trust Number 8655

BY: *[Signature]* (REAL)  
Suzanne Goldstein Baker VICE PRESIDENT (REAL)  
ATTEST: *[Signature]* (REAL)  
CLAIRE ROSATI FIFTH SECOND VICE PRESIDENT

This instrument is executed by the undersigned Land Trust but solely as trustee in the exercise of the power and authority upon it vested in it as such Trustee. It is hereby certified that all of the warranties, independent covenants, stipulations, conditions and agreements herein made up to the date of the execution of this instrument are true and correct and that by its solely in its capacity as Trustee and not as a personal representative or personal responsibility is assumed by or shall be enforceable against the Trustee on account of any warranty, stipulation, covenant, undertaking or agreement of the Trustee in this instrument.

STATE OF ILLINOIS }  
COUNTY OF } NN

I, the undersigned, a Notary Public in and for said County, in the state aforesaid, do hereby certify that SUZANNE Goldstein Baker VICE PRESIDENT of Manufacturers Affiliated Trust Company personally known to me to be the same person or persons whose name or names is 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 set forth, including the release and waiver of all rights under any homestead, exemption and valuation laws.

GIVEN under my hand and official seal this 20th day of MAY 22 1991  
Willie Jacobs  
Notary Public, State of Illinois  
My Commission Expires 4/9/94

THIS INSTRUMENT IS FILED IN THE OFFICE OF THE CLERK OF THE COUNTY OF COOK COUNTY, ILLINOIS  
COMMERCIAL NATIONAL BANK OF BERWYN  
3322 South Oak Park Avenue  
Berwyn, Illinois 60402  
James A. Cairo/mag



UNOFFICIAL COPY

3969089

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 thereby warrants that it possesses full power and authority to execute this instrument), and it is expressly understood and agreed that nothing herein or in the Agreement contained shall be construed as creating any liability on the undersigned personally to pay the Agreement or any interest thereon, or to perform any covenant or other express or implied herein contained, all such liability, if any, being expressly waived by the Mortgagee and by every person now or hereafter claiming any title or security hereunder, and that so far as the undersigned and its successors personally are concerned, the legal holder or holders of the Agreement and the owner or owners of any indebtedness accruing hereunder shall look solely to the property hereby conveyed for the

A. The property covered by the Mortgage (referred to as "Property" in the Mortgage) includes, but is not limited to, the title of the Trustee, if any, or of any beneficiary of Trust No. 8655 and covering the property to manage, control or possess the Property or to receive the net proceeds from the rental, sale, hypothecation or other disposition thereof, whether such title is classified as real or personal property.

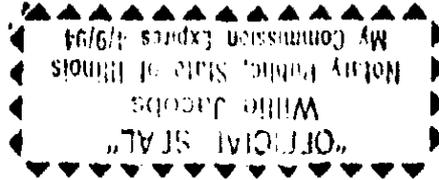
The Trustee agrees that the Mortgage is amended and supplemented to read as follows:

This Rider is dated May 20th 1991 and is a part of and amends and supplements the Mortgage, ("Mortgage") of the same date executed by the undersigned ("Trustee"), Western National Bank of Cicero [a national banking association] on Illinois banking corporation, not personally but as Trustee under the provisions of a deed or deeds in trust duly recorded and delivered to the undersigned pursuant to a Trust Agreement dated August 23, 1982, Trust No. 8655, to secure a certain Home Equity Revolving Line of Credit Agreement executed by the Trustee and the beneficiaries under Trust No. 8655 ("Agreement") of the same date to Commercial National Bank of Berwyn ("Bank"). The Mortgage covers the property described in the Mortgage and located at: 5329 W. 30th Street, Cicero, Illinois

LAND TRUST RIDER TO MORTGAGE

UNOFFICIAL COPY

040



Notary Public  
*Willie Jacobs*

MAY 22 1991  
day of

even under my hand and Notarial Seal this

poses therein set forth.

and voluntary act of said Bank, as Trustee as aforesaid, for the uses and  
to said instrument as said Assistant Secretary own free and voluntary act and as the  
custodian of the corporate seal of said Bank did affix the corporate seal of said  
said Assistant Secretary then and there acknowledged that said Assistant Secretary  
said Bank, as Trustee as aforesaid, for the uses and purposes therein set forth; and  
instrument as their own free and voluntary act and as the free and voluntary act of  
before me this day in person and acknowledged that they signed and delivered the said  
persons whose names are subscribed to the foregoing instrument as such officers appear.

Manufacturers Affiliated Trust Company  
and  
CLARE ROBERT FRY, SECOND VICE PRESIDENT  
of said Bank who are personally known to me to be the same  
as aforesaid, DO HEREBY CERTIFY that Suzanne Goldstein Baker, Vice President  
WILLIE JACOBS  
a Notary Public in and for said County, in the

STATE OF ILLINOIS  
)  
)  
COUNTY OF

SECOND VICE PRESIDENT  
CLARE ROBERT FRY

Attest:

*[Signature]*

BY:

*[Signature]*  
Vice President Suzanne Goldstein Baker

and dated 5/23/82  
personally under Trust No. 8655  
as Trustee as aforesaid and not

Manufacturers Affiliated Trust Company

IN WITNESS WHEREOF, Manufacturers Affiliated Trust Company/SUCCESSOR  
personally but as Trustee as aforesaid, has caused these presents to be  
signed by its Vice President, and its corporate seal to be hereunto affixed and  
conceded by its Assistant Secretary, the 22nd day of May, 1991.

payment thereof, by the enforcement of the lien hereby created,  
in the manner herein and in the Agreement provided or by  
action to enforce the personal liability of the Guarantor, if  
any.

5806996C

Cook County Clerk's Office