

# UNOFFICIAL COPY

3974587

## **MORTGAGE**

THIS INDENTURE WITNESSETH: That the undersigned  
AMALGAMATED TRUST & 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 May 18, 1981  
and known as trust number 4523, hereinafter referred to  
as the Mortizator, 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 Mortgagor, the following real estate, situated in the County of Cook in the State of Illinois, to wit:

(42)

Lot Forty-Two - - - - - In Block Thirteen (13) in Norwood Park, in Section Six (6), Township Forty (40) North, Range Thirteen (13), East of the Third Principal Meridian;

Permanent Index Number: 13-06-305-016-0000

Property commonly known as: 5967 N. Nina Avenue - Chicago, Illinois 60631

NOTE IDENTIFIED

TOGETHER with all buildings, improvement, 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 Mortgagor, 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 Mortgagor 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 Mortgagor 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 liens 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 Mortgagor, in its sole discretion, feels there is no substantial uncorrected default in performance of the Mortgagor's agreements herein, the Mortgagor, on satisfactory evidence thereof, shall relinquish possession and pay to Mortgagor any surplus income it may have. The possession of Mortgagor 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. Mortgagor shall, however, have the discretionary power at any time to refuse to take or to abandon possession of said premises without affecting the lien hereon. Mortgagor shall have all powers, if any, which it might have had without this paragraph. No suit shall be sustainable against Mortgagor based upon acts or omissions relating to the subject matter of this paragraph unless commenced within sixty days after Mortgagor's possession ceases.

TO HAVE AND TO HOLD the said property with said buildings, improvements, fixtures, appurtenances, apparatus and equipment unto said Mortgagor 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 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 TWENTY-FIVE THOUSAND AND NO/100 - - - - - Dollars (\$ 25,000.00 ), which note together with interest thereon as provided by said note, is payable in monthly installments of FIVE HUNDRED FORTY-THREE AND 57/100 - - - - - DOLLARS (\$ 543.57 ) on the first day of each month, commencing with August 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.

Box..... 331

1362651  
PUBLICAL

# MORTGAGE

AMALGAMATED TRUST & SAVINGS BANK, TR# 4523

3974587

CHICAGO, ILLINOIS 60631

to

COMMUNITY SAVINGS BANK  
4801 West Belmont Avenue  
Chicago, Illinois 60641

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Submitted by \_\_\_\_\_  
Address \_\_\_\_\_  
Promised to \_\_\_\_\_  
Delivery certificate to \_\_\_\_\_  
Address \_\_\_\_\_  
Notified \_\_\_\_\_  
Bowsky

3974587

COMMUNITY SAVINGS BANK  
4801 W. BELMONT AVE.  
CHICAGO, IL 60641

Loan No. 1037-3.6

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Torrens certificates and similar data and assurances with respect to title as Mortgagor 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 Mortgagor is cumulative of every other right or remedy of the Mortgagor, whether herein or by law conferred, and may be enforced concurrently therewith; that no waiver by the Mortgagor of performance of any covenant herein or in said obligation contained shall thereafter in any manner affect the right of the Mortgagor 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 Mortgagor; and that the powers herein mentioned may be exercised as often as occasion therefor arises.

(7) This mortgage is executed by AMALGAMATED TRUST & 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 AMALGAMATED TRUST & 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 AMALGAMATED TRUST & 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

AMALGAMATED TRUST & 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 in or any part thereof, then the Mortgagor 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. MAGLE, Attorney  
4801 W. Belmont Avenue  
Chicago, Illinois 60641

302  
1857

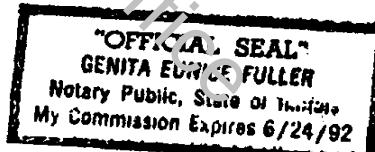
IN WITNESS WHEREOF, AMALGAMATED TRUST & SAVINGS BANK, not personally but as Trustee as aforesaid, has caused these presents to be signed by its Vice President, and its corporate seal to be hereunto affixed and attested by its Secretary, this 7th day of June, A. D. 19 91.

ATTEST:

Edward C. Sueyoff  
Secretary

AMALGAMATED TRUST & SAVINGS BANK  
As Trustee as aforesaid and not personally

By Genita Fuller President



STATE OF ILLINOIS }  
COUNTY OF \_\_\_\_\_ } ss.

I, GENITA FULLER, a Notary Public, in and for said County, in the state aforesaid, DO HEREBY CERTIFY, THAT Irving B. Pekarow Vice, President of Amalgamated Trust & Savings Bank, and Edward C. Sueyoff, Asst., 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 Vice President, and Asst. 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 Secretary then and there acknowledged that \_\_\_\_\_ as custodian of the corporate seal of said corporation, did affix said seal to said instrument as \_\_\_\_\_ 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 18th day of June, A. D. 19 91

My commission expires June 24, 1992 Notary Public

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In the decree of sale all expenditures and expenses together with interest thereon at the rate of 12% per annum from the date of sale until paid shall be allowed and included as an additional indebtedness upon foreclosure of said premises; and upon foreclosure of said premises, there shall be allowed and included as an additional indebtedness

In Personam or not, and if a receiver shall be appointed he shall remain in possession until the expiration of the full period in allowed by statute for redemption, whence there shall be a period of three years after the date of sale, but it need not be issued until the period of three years has expired.

(5) That upon the commencement of any proceeding before the court in which such bill is filed may at any time, either before or after the service of the writ of attachment, or by a writ of garnishment, or by a writ of replevin or by any other writ or process issued under the laws of this state, issue a writ of attachment against the defendant, or any party to the action, or any other person, and have the same enforced in the same manner as if it were issued in any other case.

(the payment of said mortgage indebtedness and expenses of the Mortgagor, and said Mortgage may also immediately proceed to foreclose this mortgage, and in any foreclosure a sale may be made of the premises en masse without offering the several parts separately;

under control of or in custody of any sort of officer of the government, or of any member of his household, shall make an affidavit in writing to the effect that he has no knowledge of the fact.

(4) That time is of the essence hereof, and if default be made in performance of any covenant herein contained or in making any payment under it or obligation or any extension or renewal thereof, or if payment of any amount due thereunder is not made when due, or if any other lien or charge upon any of said property, or upon the benefit of his credit or of his bank account, by or otherwise, or if any other person shall make an assignment for the benefit of his creditors or if his property be alienated

reference to the mortgagee and the debt hereby secured in the same manner as with the Mortgagee, and may force sale of real property held by the mortgagee, without notice to the mortgagee.

(3) That in the event of the ownership of any part of the Mortgagor's property or of any part thereof becoming vested in a person other than the Mortgagor, notice to the Mortgagor shall be given in writing by such notice as is necessary to give effect to the Mortgagor's interest in the property.

(2) That it is the intent hereof to secure payment of a valid note whether the same has been advanced or have been repaid in part and further advances shall have been made at a later date, which advances shall in no event offset amounts of principal plus any amount of interest paid to the mortgagor prior to the original date.

(2) Where it is the intent hereof, a separate provision of said title, which is otherwise applicable, shall be construed as requiring the Mortgagee to advance any money or purpose nor to do any such under;

(1) That in the case of failure to perform any of the covenants herein, the Mortgagee may do on the Mortgagee's behalf every thing so conveniented; that the Mortgagee may demand any monies paid by the Mortgagor for any of the above purposes.

### B. THE MORTGAGE FURTHER COVENANTS.

(9) That in the Majorca shall provide each customer of insurance upon his little and disability insurance  
by the premium for such insurance and also said payments to the principal indebtedness secured by this mortgage. To be  
paid in the same manner and without charge the amount of the monthly payments, unless such change is by mutual  
consent.

of equipment to be placed in or upon any building or buildings or improvements or any other property.

(7) To comply with all requirements of law with respect to the mortgagor's premises and the use thereof;

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

(4) To promptly repair, restore or rebuild any buildings or improvements now or hereafter on the premises which may become damaged or destroyed;

(3) To complete within a reasonable time any buildings or improvements now or at any time in process of erection from making all monthly payments until the indebtedness is paid in full.

(2) To keep the improvements now or hereafter situated upon said premises insured against loss or damage by fire.

Programs provided by said state or other taxes and charges upon participation of such taxes and charges to be applied thereto, and to furnish the shall be conclusively deemed valid for the purpose of this regulation.

#### A. THE MORTGAGE COVENANTS: