

UNOFFICIAL COPY

GEORGE E. COLE* FORM No. 103
LEGAL FORMS September, 1975

ILLINOIS
RECORDER

24 278 013

RECORDED OF DEEDS

*24278013

MORTGAGE (Illinois)
For Use With Note Form No. 1447

(Above Space For Recorder's Use Only)

THIS INDENTURE, made May 16 19 77 between GLENVIEW STATE BANK U/T #1398 DATED 5-16-77
Unit 813 1125 Pleasant Run Drive Wheeling Illinois -77
(No. and Street) (City) (State)

herein referred to as "Mortgagors," and JOHN POPP, ROBERT J. TUYLS and KAYE BAGG
662 N. Broadway Aurora Illinois herein referred to as "Mortgagee," witnesseth:
(No. and Street) (City) (State)

THAT, WHEREAS, the Mortgagors are justly indebted to the Mortgagee upon the installment note of even date herewith, in the principal sum of TWENTY SEVEN THOUSAND, FOUR HUNDRED FIFTY FIVE AND NO/100 DOLLARS (\$27,455.00), payable to the order of and delivered to the Mortgagee, in and by which note the Mortgagors promise to pay the said principal sum and interest thereon in installments as provided in said note, with a final payment of the balance due on the 1st day of July, 1978, and all of said principal and interest are made payable at such place as the holders of the note may, from time to time, in writing appoint, and in absence of such appointment, then at the office of the Mortgagee in 662 N. Broadway, Aurora, Illinois

NOW, THEREFORE, the Mortgagors to secure the payment of said principal sum of money and said interest in accordance with the terms, provisions and limitations of this mortgage, and the performance of the covenants and agreements herein contained, by the Mortgagors to be performed, and also in consideration of the sum of One Dollar in hand paid, the receipt whereof is hereby acknowledged, do by these presents CONVEY and WARRANT unto the Mortgagee, and the Mortgagee's successors and assigns, the following described Real Estate and all of their estate, right, title and interest therein, situate, lying and being in the Village of Wheeling, Cook County, Illinois, AND STATE OF ILLINOIS, to wit:

LEGAL DESCRIPTION ATTACHED HERETO AND MADE A PART HEREOF.

RIDER CONTAINING
EXONERATION CLAUSE
ATTACHED BEFORE EXECUTION

which, with the property hereinafter described, is referred to herein as the "premises."
TOGETHER with all improvements, tenements, easements, fixtures, and appurtenances thereto belonging, and all rents, issues and profits thereof for so long and during all such times as Mortgagors may be entitled thereto (which are pledged primarily and on a parity with said real estate and not secondarily) and all apparatus, equipment or articles now or hereafter therein or thereon used to supply heat, gas, air conditioning, water, light, power, refrigeration (whether single units or centrally controlled), and ventilation, including without restricting the foregoing), screens, window shades, storm doors and windows, floor coverings, in-door beds, awnings, stoves and water heaters. All of the foregoing are declared to be a part of said real estate whether physically attached thereto or not, and it is agreed that all similar apparatus, equipment or articles hereafter placed in the premises by the Mortgagors or their successors or assigns shall be considered as constituting part of the real estate. TO HAVE AND TO HOLD the premises unto the Mortgagee, and the Mortgagee's successors and assigns, forever, for the purposes, and upon the terms herein set forth, free from all rights and benefits under and by virtue of the Homestead Exemption Laws of the State of Illinois, which said rights and benefits the Mortgagors do hereby expressly release and waive.

The name of a record owner is: GLENVIEW STATE BANK U/T #1398

three

This mortgage consists of three pages. The covenants, conditions and provisions appearing on page 2 (the reverse side of this mortgage) are incorporated herein by reference and are a part hereof and shall be binding on the Mortgagors, their heirs, successors and assigns.

WITNESS the hand and seal of Mortgagors the day and year first above written.

* and page three attached hereto and made a part hereof by this reference.

PLEASE
PRINT OR
TYPE NAME(S)
BELOW
SIGNATURE(S)

Glenview State Bank as Trustee u/t 1398 & not personally

By: Ruth Krawetz (Seal) Attest Leonard H. Bierer (Seal)

State of Illinois, County of Cook

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Ruth Krawetz, ATO and Leonard H. Bierer, V. P. of Glenview State Bank personally known to me to be the same person, whose name is are subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that they signed, sealed and delivered the said instrument as their free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

IMPRESS
SEAL
HERE

Given under my hand and official seal, this 15th day of December 19 77
Commission expires 19 80
This instrument was prepared by MARTIN L. MILLER 800 Waukegan Rd., Glenview, Illinois Notary Public

(NAME AND ADDRESS)

ADDRESS OF PROPERTY:
Unit 813-1125 Pleasant Run Drive
Wheeling, Illinois

THE ABOVE ADDRESS IS FOR STATISTICAL PURPOSES ONLY AND IS NOT A PART OF THIS MORTGAGE
SEND SUBSEQUENT TAX BILLS TO:

MAIL TO: NAME MILLER AND HUSZAGH, LTD.
ADDRESS 800 WAUKEGAN ROAD
CITY AND GLENVIEW, ILL. 60025
STATE ILL. ZIP CODE 60025

OR RECORDER'S OFFICE BOX NO.

(Name)

(Address)

24 278 013
DOCUMENT NUMBER

65-20-771 J

PROPERTY OF K. COLE

1322
NOTARY PUBLIC

NOTARY PUBLIC
MARTIN L. MILLER

THE COVENANTS, CONDITIONS AND PROVISIONS REFERRED TO ON PAGE 1 (THE REVERSE SIDE OF THIS MORTGAGE):

1. Mortgagors shall (1) promptly repair, restore or rebuild any buildings or improvements now or hereafter on the premises which may become damaged or be destroyed; (2) keep said premises in good condition and repair, without waste, and free from mechanic's or other liens or claims for lien not expressly subordinated to the lien hereof; (3) pay when due any indebtedness which may be secured by a lien or charge on the premises superior to the lien hereof, and upon request exhibit satisfactory evidence of the discharge of such prior lien to the Mortgagee; (4) complete within a reasonable time any building or buildings now or at any time in process of erection upon said premises; (5) comply with all requirements of law or municipal ordinances with respect to the premises and the use thereof; (6) make no material alterations in said premises except as required by law or municipal ordinance.
2. Mortgagors shall pay before any penalty attaches all general taxes, and shall pay special taxes, special assessments, water charges, sewer service charges, and other charges against the premises when due, and shall, upon written request, furnish to the Mortgagee duplicate receipts herefor. To prevent default hereunder Mortgagors shall pay in full under protest, in the manner provided by statute, any tax or assessment which Mortgagors may desire to contest.
3. In the event of the enactment after this date of any law of Illinois deducting from the value of land for the purpose of taxation any lien thereon, or imposing upon the Mortgagee the payment of the whole or any part of the taxes or assessments or charges or liens herein required to be paid by Mortgagors, or changing in any way the laws relating to the taxation of mortgages or debts secured by mortgages or the Mortgagee's interest in the property, or the manner of collection of taxes, so as to affect this mortgage or the debt secured hereby or the holder thereof, and in any such event, the Mortgagors, upon demand by the Mortgagee, shall pay such taxes or assessments, or reimburse the Mortgagee herefor; provided, however, that if in the opinion of counsel for the Mortgagee (a) it might be unlawful to require Mortgagors to make such payment or (b) the making of such payment might result in the imposition of interest beyond the maximum amount permitted by law, then and in such event, the Mortgagee may elect, by notice in writing given to the Mortgagors, to declare all of the indebtedness secured hereby to be and become due and payable sixty (60) days from the giving of such notice.
4. If, by the laws of the United States or of any state having jurisdiction in the premises, any tax is due or becomes due in respect of the issuance of the note hereby secured, the Mortgagors covenant and agree to pay such tax in the manner required by any such law. The Mortgagors further covenant to said lawless and agree to indemnify the Mortgagee, and the Mortgagee's successors or assigns, against any liability incurred by reason of the imposition of any tax on the issuance of the note secured hereby.
5. At such time as the Mortgagors are not in default either under the terms of the note secured hereby or under the terms of this mortgage, the Mortgagors shall have such privilege of making prepayments on the principal of said note (in addition to the required payments) as may be provided in said note.
6. Mortgagors shall keep all buildings and improvements now or hereafter situated on said premises insured against loss or damage by fire, lightning and windstorm under policies providing for payment by the insurance companies of moneys sufficient either to pay the cost of replacing or repairing the same or to pay to the Mortgagee the amount of the indebtedness secured hereby, all in companies satisfactory to the Mortgagee, under insurance policies payable, in case of loss or damage, to the Mortgagee, such rights to be evidenced by the standard mortgage clause to be attached to each policy, and shall deliver all policies, including additional and renewal policies, to the Mortgagee, and in case of insurance about to expire, shall deliver renewal policies not less than ten days prior to the respective dates of expiration.
7. In case of default therein, Mortgagee may, but need not, make any payment or perform any act hereinbefore required of Mortgagors in any form and manner deemed expedient, and may, but need not, make full or partial payments of principal or interest on prior encumbrances, if any, and purchase, discharge, compromise or settle any tax lien or other prior lien or file or claim thereof, or redeem from any tax sale or forfeiture affecting said premises or contest any tax or assessment. All moneys paid for any of the purposes herein authorized and all expenses incurred in connection therewith, including attorneys' charges, publication costs and other moneys advanced by Mortgagee to protect the mortgaged premises and the lien hereof, shall be so much additional indebtedness secured hereby and shall become immediately due and payable without notice and with interest thereon at the highest rate now permitted by Illinois law. Inaction of Mortgagee shall never be considered as a waiver of any right accruing to the Mortgagee on account of any default hereunder on the part of the Mortgagors.
8. The Mortgagee making any payment hereby authorized relating to taxes, assessments, may do so according to any bill, statement or estimate procured from the appropriate public office without inquiry into the accuracy of such bill, statement or estimate or into the validity of any tax, assessment, sale, forfeiture, tax lien or claim thereof.
9. Mortgagors shall pay each item of indebtedness herein incumbered, both principal and interest, when due according to the terms hereof. At the option of the Mortgagee and without notice to Mortgagors, all unpaid indebtedness secured by this mortgage shall, notwithstanding anything in the note or in this mortgage to the contrary, become due and payable (a) immediately in the case of default in making payment of any installment of principal or interest on the note, or (b) when default shall occur and continue for three days in the performance of any other agreement of the Mortgagors herein contained.
10. When the indebtedness hereby secured shall become due whether by acceleration or otherwise, Mortgagee shall have the right to foreclose the lien hereof. In any suit to foreclose the lien hereof, there shall be allowed and included as additional indebtedness in the decree for sale all expenditures and expenses which may be paid or incurred by or on behalf of Mortgagee for attorneys' fees, appraiser's fees, outlays for documentary and expert evidence, stenographer's charges, publication costs and other moneys which may be expended as to items to be expended after entry of the decree) of procuring all such abstracts of title, title searches and examinations, title insurance policies, Torrens certificates, and similar data and assurances with respect to title as Mortgagee may deem it reasonably necessary either to prosecute such suit or to evidence to bidders at any sale which may be had pursuant to such decree, the true condition of the title to or the value of the premises. All expenditures and expenses of the nature in this paragraph mentioned shall become so much additional indebtedness secured hereby and immediately due and payable, with interest thereon at the highest rate now permitted by Illinois law, when paid or incurred by Mortgagee in connection with (a) any proceeding, including probate and bankruptcy proceedings, to which the Mortgagee shall be a party, either as plaintiff, claimant or defendant, by reason of this mortgage or any indebtedness hereby secured; or (b) preparations for the commencement of any suit for the foreclosure hereof after accrual of such right to foreclose whether or not actually commenced; or (c) preparations for the defense of any actual or threatened suit or proceeding which might affect the premises or the security hereof.
11. The proceeds of any foreclosure sale of the premises shall be distributed and applied in the following order of priority: first, on account of all costs and expenses incident to the foreclosure proceedings, including all such items as are mentioned in the preceding paragraph hereof; second, all other items which under the terms hereof constitute secured indebtedness additional to that evidenced by the note, with interest thereon as herein provided; third, all principal and interest remaining unpaid on the note; fourth, any surplus to Mortgagors, their heirs, legal representatives or assigns, as their rights may appear.
12. Upon or at any time after the filing of a complaint to foreclose this mortgage the court in which such complaint is filed may appoint a receiver of said premises. Such appointment may be made either before or after sale, without notice, without regard to the solvency or insolvency of Mortgagors at the time of application for such receiver and without regard to the then value of the premises or whether the same shall be then occupied as a homestead or not, and the Mortgagee may be appointed as such receiver. Such receiver shall have power to collect the rents, issues and profits of said premises during the pendency of such foreclosure suit and, in case of a sale and a deficiency, during the full statutory period of redemption, whether there be redemption or not, as well as during any further times when Mortgagors, except for the intervention of such receiver, would be entitled to collect such rents, issues and profits, and all other powers which may be necessary or are usual in such cases for the protection, possession, control, management and operation of the premises during the whole of said period. The Court from time to time may authorize the receiver to apply the net income in his hands in payment in whole or in part of: (1) The indebtedness secured hereby, or by any decree foreclosing this mortgage, or any tax, special assessment or other lien which may be or become superior to the lien hereof or of such decree, provided such application is made prior to foreclosure sale; (2) the deficiency in case of a sale and deficiency.
13. No action for the enforcement of the lien or of any provision hereof shall be subject to any defense which would not be good and available to the party interposing same in an action at law upon the note hereby secured.
14. The Mortgagee shall have the right to inspect the premises at all reasonable times and access thereto shall be permitted for that purpose.
15. The Mortgagors shall periodically deposit with the Mortgagee such sums as the Mortgagee may reasonably require for payment of taxes and assessments on the premises. No such deposit shall bear any interest.
16. If the payment of said indebtedness or any part thereof be extended or varied or if any part of the security be released, all persons now or at any time hereafter liable therefor, or interested in said premises, shall be held to assent to such extension, variation or release, and their liability and the lien and all provisions hereof shall continue in full force, the right of recourse against all such persons being expressly reserved by the Mortgagee, notwithstanding such extension, variation or release.
17. Mortgagee shall release this mortgage and lien thereof by proper instrument upon payment and discharge of all indebtedness secured hereby and payment of a reasonable fee to Mortgagee for the execution of such release.
18. This mortgage and all provisions hereof, shall extend to and be binding upon Mortgagors and all persons claiming under or through Mortgagors, and the word "Mortgagors" when used herein shall include all such persons and all persons liable for the payment of the indebtedness or any part thereof, whether or not such persons shall have executed the note or this mortgage. The word "Mortgagee" when used herein shall include the successors and assigns of the Mortgagee named herein and the holder or holders, from time to time, of the note secured hereby.

24 278 013

Property of Cook County

Page Three to Mortgage between GLENVIEW STATE BANK
U/T #1398 and JOHN POPP, ROBERT T. TUYLE and KAYE BAGG
Dated May 16, 1977

19. Notwithstanding any language to the contrary, this property is subject to a lien of a mortgage dated May 16, 1977 and recorded with the Recorder of Deeds of Cook County, Illinois as Document No. 23951595 from GLENVIEW STATE BANK AS TRUSTEE U/T #1398 to GLENVIEW STATE BANK as Mortgagee (herein senior mortgage) securing a note in the original principal amount of \$23,120.00. Mortgagor covenants and agrees to comply with all of the terms and provisions of the senior mortgage (except the requirements to make the payment of principal and interest thereon), and upon compliance by Mortgagor with the terms and provisions contained in the senior mortgage and contained herein, Mortgagee will pay the installments of principal and interest from time to time due under such senior mortgage and will make monthly deposits in their real estate and insurance reserve if any, in accordance with its terms (to the extent of the payments received on the Note secured hereby). If Mortgagor shall be in default in the performance of any term or provision contained in this mortgage, Mortgagee shall not be obligated to pay any principal and interest under the senior mortgage or other reserve deposits required thereunder.

210 822 N

UNOFFICIAL COPY

Unit No. 813 as delineated on the survey of the following described parcel of real estate (hereinafter referred to as "Parcel"):

A part of Lot 1 in Pleasant Run Subdivision being a Subdivision of part of the Northeast Quarter and the Southeast Quarter of Section 15, Township 42 North, Range 11, East of the Third Principal Meridian, in Cook County, Illinois

which said survey is attached as Exhibit "A" to a certain Declaration of Condominium Ownership made by Glenview State Bank as Trustee under a certain Trust Agreement dated February 14, 1972 and known as Trust No. 815 and recorded in the Office of the Cook County Recorder of Deeds as Document No. 22 193 723 and as amended from time to time

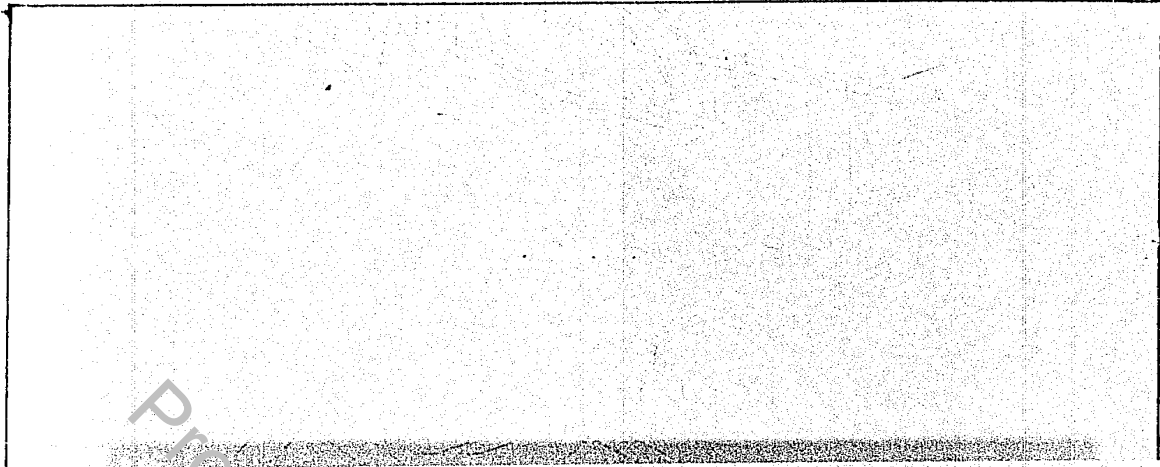
together with a percentage of the Common Elements appurtenant to said Unit as set forth in said Declaration as amended from time to time which percentage shall automatically change in accordance with Amended Declarations as same are filed of record pursuant to said Declaration and together with additional Common Elements as such Amended Declarations are filed of record in the percentages set forth in such Amended Declarations, which percentages shall automatically be deemed to be conveyed effective on the recording of each such Amended Declaration as though conveyed hereby.

This Deed is conveyed on the conditional limitation that the percentage of ownership of said grantees in the Common Elements shall be divested pro tanto and vest in the Grantees of the other units in accordance with the terms of said Declaration and any amended declarations recorded pursuant thereto, and the right of revocation is also hereby reserved to the grantor herein to accomplish this result. The acceptance of this conveyance by the Grantees shall be deemed an agreement within the contemplation of the condominium property act of the State of Illinois to a shifting of the common elements pursuant to said declaration and to all the other terms of said declaration, which is hereby incorporated herein by reference thereto and to all the terms of each amended declaration recorded pursuant thereto.

Grantor furthermore expressly grants to the parties of the second part, their successor and assigns, as rights and easements appurtenant to the above described real estate, the rights and easements for the benefit of said property set forth in the aforementioned declaration, and the rights and easements set forth in other Declarations of Condominium Ownership whether heretofore or hereafter recorded affecting other premises in property aforesaid including, but not limited to, the easement for ingress and egress set forth therein.

This conveyance is made subject to all rights, benefits, easements, restrictions, conditions, reservations and covenants contained in said Declaration, and the grantor expressly reserves to itself, its successors and assigns, the rights, benefits and easements set forth in said Declaration for the benefit of all remaining property described in said survey or said Declaration.

24 278 013



EXCULPATORY RIDER - GENERAL

It is expressly understood and agreed between the parties to the instrument to which this rider is attached that all representations, covenants, undertakings, agreements and warranties made in the aforesaid instrument by the obligor (s) thereunder are personal obligations of individual obligor (s) only and not by the undersigned trustee in such personal capacity, the undersigned Trustee executing the aforesaid instrument as such Trustee, as hereinafter described, only, and not personally and no duties or obligations as set forth in the aforesaid instrument are undertaken by the undersigned Trustee, personally, nor is any personal liability or personal responsibility of any nature assumed by the undersigned Trustee, nor shall any undertakings, obligations or warranties expressed in the aforesaid instrument be enforceable against the undersigned Trustee by or on account of any representations, covenants, undertakings, agreements or warranties contained in the aforesaid instrument, all such liability, if any, being expressly waived and released by the obligee pursuant to the foregoing instrument and by and all persons claiming by or through said obligee. *R.K.*

Property of Clerk's Office
24-278-013