

# UNOFFICIAL COPY

UNOFFICIAL COPY 85241008

THIS INDENTURE WITNESSETH That the undersigned, Kenju Horikoshi and Mutsue Horikoshi,  
his wife

of the City of Chicago, County of Cook State of Illinois, hereinafter referred to as the Mortgagors, do hereby convey and Warrant to the Oak Trust and Savings Bank, an Illinois Banking corporation having an office and place of business at 1000 North Rush Street, Chicago, Illinois 60611, hereinafter referred to as the Mortgagee the following real estate situate in the County of Cook, State of Illinois to-wit:

The South 21 feet of Lot 1 in Block 24 in Canal Trustees' Subdivision of the South Fractional 1/4 of Fractional Section 3, Township 38th, Range 014, East of the Third Principal Meridian, in Cook County, Illinois.

11.00

COOK COUNTY, ILLINOIS  
FILED FOR RECORD

1985 OCT 17 PM 1:40

85241008

Permanent Tax Number 17-04-450-024-0000 VOL. 499  
Address 818 North State Street, Chicago, Illinois 60610

TOGETHER with all the buildings and improvements now or hereafter erected thereon and all appurtenances, apparatus and fixtures and the rents, issues and profits thereof, of every name, nature and kind.

TO HAVE AND TO HOLD the said property unto said Mortgagee forever, for the uses and purposes 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 Mortgagors do hereby release and waive.

This Mortgage is given to secure: (1) The payment of a certain indebtedness payable to the order of the Mortgagee, evidenced by the Mortgagors' Note of even date herewith in the Principal sum of Fifteen Thousand and no /100 dollars (\$ 15,000.00 ), together with interest in accordance with the terms thereof; (2) Any additional advances made by the Mortgagee to the Mortgagors or their successors in title, prior to the cancellation of this mortgage, and the payment of any subsequent Note evidencing the same, in accordance with the terms thereof.

It is the intention hereof to secure the payment of the total indebtedness of the Mortgagors to the Mortgagee within the limits prescribed herein whether the entire amount shall have been advanced to the Mortgagors at the date hereof or at a later date or having been advanced shall have been paid in part and future advances thereafter made. All such future advances so made shall be liens and shall be secured by this mortgage equally and to the same extent as the amount originally advanced on the security of this mortgage, and it is expressly agreed that all such future advances shall be liens on the property herein described as of the date hereof.

THE MORTGAGORS COVENANT: (1) The term "indebtedness" as herein used shall include all sums owed or agreed to be paid to the Mortgagee by the Mortgagors or their successors in title, either under the terms of said Note as originally executed or as modified and amended by any subsequent Note, or under the terms of this mortgage or any supplement thereto or otherwise; (2) To repay to the Mortgagee the indebtedness secured hereby, whether such sums shall have been paid or advanced at the date hereof or at any time hereafter; (3) To pay when due all taxes and assessments levied against said property or any part thereof, and to deliver receipts therefor to the Mortgagee promptly upon demand; (4) To keep the buildings and improvements situated on said property continually insured against fire and such other hazards, in such amount and with such carrier as the Mortgagee shall approve, with loss payable to the Mortgagee as interest may appear; (5) Neither to commit nor to suffer any strip, waste, impairment or deterioration of the mortgaged premises or any part thereof, and to maintain the mortgaged premises in good condition and repair; (6) To comply with all applicable laws, ordinances, rules and regulations of any nation, state or municipality, and neither to use nor to permit the property to be used for any unlawful purpose; (7) To keep the mortgaged premises free from liens superior to the lien of this mortgage, except as aforesaid, and to pay when due any indebtedness which may be secured by lien or charges on the premises superior to the lien hereof; (8) That no sale

DA 510 890

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This instrument was Prepared by:  
 William T. O'Neill, Attorney-at-Law  
 1000 North Rush Street  
 Chicago, Illinois 60611  
 Bank Loan # 3248-00.  
 This Mortgage is Given to  
 Secure Oak Trust and Savings  
 Account # 3248-00.

Oak Trust and Savings Bank  
 1000 N. Rush Street  
 Chicago, Illinois 60611  
 BOX 333 - JH

MAIL TO:

WILLIE ETHEL BROWN, NOTARY PUBLIC  
 MY COMMISSION EXPIRES JUNE 18, 1950

Notary Public

*Willie Ethel Brown*

1948

1985  
 Given under my hand and Notarial Seal this 15th day of October A.D.

and acknowledged that they own free and voluntary act for the release and waiver of the right of homestead. subscribed to the foregoing instrument appeared before me this day in person personally known to me to the same person whose name is \_\_\_\_\_  
 I, a Notary Public, in and for the said county in the State aforesaid do hereby certify that \_\_\_\_\_

STATE OF ILLINOIS )  
 COUNTY OF COOK ) ss:

ACKNOWLEDGMENT

85 241 008

\_\_\_\_\_ (Seal)  
 \_\_\_\_\_ (Seal)  
 \_\_\_\_\_ (Seal)

IN WITNESS WHEREOF the Mortgagees have hereunto set their hands and seals this 15th day of October A.D. 1948.

If there be only one mortgagor, all plural words herein referring to mortgagors shall be construed in the singular.

to the application of the purchase money. shall be returned to the mortgagors. The purchaser at said sale shall have no duty to see there shall next be paid the indebtedness secured hereby, and finally the surplus, if any, complete title of said premises, including the foreclosure decree and certificate of sale; or other liens or encumbrances, or title costs, master's fees and costs of procuring or of such sale a reasonable sum for plaintiff's attorney's fees, and all expenses of advertising, selling and conveying said premises, all sums advanced for court costs, any taxes and upon foreclosure and sale of said premises there shall first be paid out of the proceeds protection and preservation of the property, including the expenses of such receivership; edness or any deficiency decree, costs, taxes, insurance or other items necessary for the either before or after any foreclosure sale, may be applied toward the payment of the indebtedness and the statutory period of redemption, and such rents, issues and profits, when collected rents, issues and profits of said premises during the pendency of such foreclosure suit, notice to the mortgagors, appoint a receiver with power to manage, rent and collect the court in which such suit is filed may at any time, either before or after sale and without secured hereby; (10) That in the event the ownership of the mortgaged premises or any part thereof becomes vested in a person or persons other than the mortgagors, the mortgagors may without notice to the mortgagors deal with such successors or successors in interest with reference to this mortgage and the indebtedness hereby secured in the same manner as secured hereby; (11) That upon the commencement of any foreclosure proceeding hereinto the any postponement or extension of the time of payment of the indebtedness or any part thereof hereby, and that the lien of this mortgage shall remain in full force and effect during at any time thereafter be held to be a waiver of the terms hereof, or of any Note secured and no waiver of any right or obligation hereunder or of the obligation secured hereby shall Mortgagee; (9) That time is of the essence of this mortgage and of the Note secured hereby or conveyance of said property will be made without the prior written consent of the