

Document No. _____

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Filed for Record in Recorder's Office of ^{Cook} Peoria County, Illinois

_____ at _____ o'clock _____ M.

8 6 4 1 4 6 6 3

MORTGAGE _____

86414663

Recorder of Deeds

This Indenture made this 22nd day of August A.D. 19 86

between SARA E. CONNOR

of the City of Chicago County of Cook and State of Illinois, individually and collectively called **FIRST PARTY**, and **COMMERCIAL NATIONAL BANK OF PEORIA**, SECOND PARTY; Trustee of the Carroll Luthy Connor Living Trust Agreement

WITNESSETH, WHEREAS, the said First Party is justly indebted to the said Second Party in the sum of \$ 125,000.00 and has agreed to pay the same with interest thereon according to the terms of a certain promissory note of even date herewith, providing for the payment thereof in installments, the last of which is due and payable the 15th day of August, 2006. NOW, THEREFORE, The First Party to secure the payment of said Note, according to its tenor and effect, does by these presents, mortgage and warrant unto Second Party, its successors and assigns, the following described premises, situated in the County of Cook, and State of Illinois, to-wit:

The North 36 feet of Lot 11 in Block 6 in Ashland Addition to Ravenswood in the Southwest 1/4 of the Southwest 1/4 of Section 17, Township 40 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Subject to real property tax for the year 1985 and subsequent years; covenants, conditions and restrictions of record; easements, building and zoning laws and ordinances.

91 7 98 35 51

Permanent Real Estate Index Number: 14-17-308-030

SEP-15-86 4 1 3 2 8 0 86414663 u A -- Rec 11.00

11.00

hereby releasing and waiving all rights under and by virtue of the Homestead Exemption Laws of the State of Illinois.

TOGETHER with all and singular the tenements, hereditaments, easements, appendages and appurtenances thereunto belonging, and the rents, issues and profits thereof, which are hereby expressly assigned, and also all fixtures and all units and attachments of every kind now or any time hereafter attached to built-in, or especially designed for use, operation, and occupancy of the above described real estate, and any and all buildings now or hereafter erected thereon. Such fixtures and units or attachments, including, but without being limited to, all screens, awnings, storm windows and doors, window shades, inlaid floor coverings, planted shrubbery and plants, stoves, ranges, refrigerators, boilers, tanks, furnaces, radiators, and all heating, lighting, plumbing, gas, electric, ventilating, refrigerating, air-conditioning and incinerating equipment of whatsoever kind and nature, except household furniture not specifically enumerated herein, all of which fixtures and units or attachments are hereby declared and shall be deemed to be fixtures and accessory to the freehold and a part of the realty as between the parties hereto, their heirs, executors, administrators, successors and assigns, and all persons claiming by, through or under them and shall be deemed to be a portion of the security for the indebtedness herein mentioned and to be subject to the lien of this mortgage.

86-414663

And the said First Party hereby expressly covenants and agrees: To pay the moneys hereby secured as the same become due: Neither to commit nor permit waste on said premises: To pay all taxes and assessments on said premises before delinquency: To keep the premises in good repair: not to suffer any lien of mechanics, materialmen or others to attach to or remain against said premises: Not to remove or demolish in whole or in part any improvements on the premises or to permit anything to be done which impairs the value of the premises: To carry insurance on the premises in such sums and in such forms of insurance as may be required by Second Party, in companies approved by Second Party, policies to be delivered to Second Party, with loss payable to Second Party as its interest may appear: That in case First Party fails to keep any covenants and agreements herein provided, Second Party at its option may relieve against any such failure of First Party (without prejudice to the right to mature the indebtedness hereby secured, or to foreclose the lien hereof on account of such default) and that First Party will repay all moneys disbursed by Second Party, its successors or assigns, or the legal holder of said Note, to protect the lien of this Mortgage, with interest at _____ per cent per annum, all of which shall become additional indebtedness secured by this Mortgage: That in case any legal proceedings are instituted wherein the Second Party, its successors or assigns, or the holder of said Note, shall be made a party thereto or shall elect to become a party thereto, to pay their reasonable costs, charges, expenses and Attorney's Fees, to be filed by the Court in such proceedings and taxed as costs therein.

THIS DOCUMENT PREPARED FOR THE COMMERCIAL NATIONAL BANK OF PEORIA

301 S.W. ADAMS ST. PEORIA, ILL 61631

Mortgage

SARA E. CONNOR

COMMERCIAL NATIONAL BANK
OF PEORIA

TO

Dated August 22, 19 86

To Secure Loan of \$ 125,000.00

STATE OF ILLINOIS

County } SS.

Filed for record in the Recorder's office of
County, Illinois, on this

day of _____ A.D. 19

at _____ o'clock _____ M., and truly recorded in

Book _____ of _____ Page _____

Recorder: _____

By _____ Deputy Recorder: _____

Fec. \$ _____ Paid.

Please mail to Commercial National Bank of

PEORIA, 301 S.W. ADAMS STREET

Trust Dept.

PEORIA, ILLINOIS 61631 when Recorded.

Doc. No. _____ Ex'd by _____
Ex'd by _____

It Is Covenanted and Agreed That if default is made in the payment of any interest or principal or in case any tax or assessment is levied by any governmental authority upon the Second Party or the whole of the indebtedness secured hereby, including all payments either for items, taxes, assessments, insurance premiums, Attorney's Fees, costs, charges, expenses or otherwise, shall at the option of the Second Party, or the legal holder of said Note, become due and collectible at once by foreclosure or otherwise, and without notice of broken condition, and this Indenture may thereupon be foreclosed to pay the same and it shall be lawful for the party of the Second Party, or the legal holder of said note, at its option, to enter into and upon the premises hereby granted, or any part thereof, and to receive all rents, issues and profits thereof, in case of the foreclosure of this Mortgage the Second Party or the holder of said Note shall be allowed all costs and expenses in that behalf by them laid out at any time before entry of the Final Decree in such suit, whether paid after the commencement of such suit or otherwise, and the cost of abstracting the title to said premises and a reasonable Attorney's Fee to be fixed by the Court, whether such action is prosecuted to Final Decree or not, which several sums may be included in the Decree entered in such foreclosure and taxed as costs.

It is further covenanted and agreed that upon any such default or breach, the Second Party, in lieu of or in addition to the right of entry as hereinabove provided, shall have the right to file a complaint in any court having jurisdiction thereof for the foreclosure of this mortgage, and upon the filing of any complaint for that purpose the court in which said complaint is filed may at any time thereafter, either before or after sale and without notice to the First Party, or any party claiming under them, and without regard to the then value of said premises, and without requiring any bond from the plaintiff in such proceeding, to enter an order placing Second Party in possession of the mortgaged premises, or appoint a receiver for the benefit of the legal holder of the indebtedness secured hereby, with power to collect the rents, issues and profits of said premises during the pendency of such foreclosure suit, and in case of sale and a deficiency, during the full statutory period of redemption; and the court may from time to time authorize said receiver to apply the net amounts remaining in his hands after deducting a reasonable compensation for the receiver and his attorneys to be allowed by the court in the payment, in whole or in part, of any or all of the following items:

- (1) Amount due upon the indebtedness secured hereby;
- (2) Amount due upon any decree entered in any suit foreclosing this mortgage;
- (3) Fire and war damage insurance or repairs as aforesaid upon the improvements upon said premises; or
- (4) Taxes, special assessments, water rates or any other lien or charge upon said premises that may be or become superior to the lien of this mortgage, or of any decree foreclosing the same.

Should the First Party sell, transfer or dispose of the mortgaged property, or any part thereof, without the written consent of the Second Party, then said Second Party shall have the right, at its option, to declare all sums secured by the mortgage to be immediately due and payable.

Second Party or the legal holder of the Note may extend the maturity thereof from time to time upon written agreement executed by any mortgagor or his grantee, assigns or legal representative, for such further periods upon such terms as may be then agreed upon but no such extension or agreement shall impair the lien of this Indenture or release any maker of the said Note from personal liability thereon.

Provided Always that if the said First Party shall pay the said indebtedness and shall fully keep and perform all of the covenants and agreements hereinbefore expressed, then this Indenture shall be released at the cost of First Party.

Witness the Hands and Seals of the Mortgagors the day and year first above written.

SARA E. CONNOR
SARA E. CONNOR
(SEAL)
(SEAL)
(SEAL)
(SEAL)

I, *Jessie Schaub*, a Notary }
Public in and for said County and State, do hereby certify that }
STATE OF ILLINOIS }
PEORIA COUNTY } SS.

Jessie Schaub
Notary Public
A.D. 19 86

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