21/21/10/	T-T-15-11	H	1) D A 90'	OOTCOO
MORTGAGE	UNUI	FICIAL	1986 IF ABOVE SPACE FOR	RECORDER'S USL ONLY
THIS INDENTURE, made	November 14	, 1986 , between November 4	AVENUE BANK NO	
(herein referred to as "Mortgage				
Banking Corporation as "Mortgagee,")				nois, (herein referred to
THAT WHEREAS Mortgagor i	s instly indebted to Mo	WITNESSETH	w Thousand & No/100-	
dollars (\$ 80.000.00) evidenced by a cer	rtain Promissory Note of even	date herewith executed by Mo	netezent navahle to the
order of the Mortgagee and deliv	ered, by which Note M	ortgagor promises to pay said	principal sum and interest on	the balance of principal
remaining from time to time unp				
January 1	, 19_87_, and o	n the same date of each mont	h thereafter, all except the last	of said installments to
January 1 be in the amount of \$ 884.32	each, a	and said last installment to be	the entire unpaid balance of	said sum, together with
interest on the principal of each lection, including reasonable attor	neys' fees, upon default	, (hereinafter referred to as th	e "Note"),	
NOW. THEREFORE, the Mortgage gage, and all extensions and renewals and every kind now or hereaf'er owin gagee during the term of the mo tgage instrument, obligation, contract at agree wise and whether direct, indirect, printents made by and between the facts that parties and assigned by said titled and agreements herein contained, by the edged, does by these presents Mortgage and State of Illinois, to wit: LOE 1	thereof, and for the further g and to become due from , howsoever created, incurr- ement of any and every kin nary, secondary, fixed or created est herein, and including all duess or obligations of third parties to Mortgagee, and as a forestant to be extreme.	i purpose of securing the payment the Mortgagor to the Mortgagee ed, evidenced, acquired or arising, d now or hereafter existing or ent- ontingent, together with interest present and future indebtedness in parties to Mortgagee, and of present my and all renewals or extensions of of and all cin constructions of On-	of any and all obligations, indebted or to the holder of said Note or its whether under the Note or this me ered into between the Mortgagor as and charges as provided in said No courred or arising by reason of the gent and future indebtedness origina of any of the foregoing, and the periods of the industrial of the foregoing and the periods.	dness and Itabilities of any the Assignee of the Mort- ortgage or under any other not the Mortgagee or other not and in any other agree- guarantee to Mortgagee by lily owing by Mortgagor to formance of the covenants.
in Caroline Righlands Unacres of the Southwest (nit Number 1, Be	ing a Subdivision of	the East 780 feet of	f the North 19½
11, East of the Third Pr	rincipal Maridia	n, in Cook County, I	llinois.	
PERNANENT TAX NUMBER; (which, with the property hereinalter of	3-08-308-00 F	in as the "premper".		
TOGETHER with all improvements and during all such times as Mortgagor apparatus, equipment or articles now ounes or centrally controlled), and vent mador beds, awnings, stoves and water is agreed that all similar apparatus, equipment of the real estate.	is, tenements, essemen's, five may be entitled their to the may be entitled their to their production, including (without heaters, All of the foregoing)	tures and appurtenances thereto to which are piedged primarily and of the used to supply heat, gas, as to the tricting the foregoing), screens are discreted to be a part of said is	on a parity with said real estate and inditioning, water, light, power, ref i, window shades, storm doors and real estate whether physically attac	d not reconductive, and all reperation (whether single windows, floor coverings, hed thereto or not, and it
TO HAVE AND TO HOLD the pre	•	_	• •	
This Mortgage consists of two pages, gagor to keep the premises in repair, insurance, prior liens and acceleration of maturity of the Note ar and are incorporated herein by reference	imred and free of liens and taxes paid by Mortgagee co ad foreclosure hereof in cas	i to pay and discharge pinor liens a onstitute additivinal indebtedness se of default and fevrice allowance	nd taxes, provide that if not paid be secured hereby, provide for tax are of Mortgagee's attorneys' fees and	y Mortgagor, the costs of and insurance deposits, for
In the event Mortgagor sells or convergence or persons other than Mortgagor forcing the provisions of this Mortgage prospective purchasers or grantees shall hand conditions of said Note and this M	r, Mortgagee shall have the with respect thereto unless save executed a written agre	option of declaring mim diskely of option to such sale or convey ince	Oue and payable all unpaid matalian Mostgapes shall have convented to	ents on the Note and en-
This mortgage is executed by ercise of the power and authority conferency person now or hereafter claiming	erred upon and vested in st any right or security hereus	nder that nothing contained herein	or a the Note secured by this mo	mortgagee herein and by regage shall be construed
as creating any liability on tonally to pay said Note or any interest herein contained, all such hability, if any out of the property hereby conveyed by any co-signer, endorser or guarantor of	r, being expressly wanted, as y enforcement of the provi	or any indebtedness accrusing hereu and that any recovery on this morte	rage and the finte secured hereby sl	either express or implied half be solely against and
IN WITNESS WHEREOF, caused these presents to be signed band attested by its (Executive) (As	y its (Executive) (Assist:	NK NORTHWEST ant) (Vice President) (Trust O) (Trust Officer) the day and	, not personally but as Trustfacer), and its corporate seal to year first above write.	istee as aforesaid, has o be hereunto affixed
AVENUE BANK NORTHWEST	As Trustee as afores	aid and not personally,		
BY Change	- Thoras	(list	eteriva) (Assistant) (Vice l'res-	dent) (Trust Officet)
Alles Juliu Cub	mor	(Ex	ecutive) (Assistant) (Vice Presi	Ment) (Trust Officer)
COUNTY OF COOK SS.	I, a Notary Public in	and for said County, in the	l e state aforesaid, DO HERE	BY CERTIFY, that
Encentive) (Assistant) (Vice Presi- Assistant) (Vice President) (Frust-Or o the foregoing instrument as such Frust-Officer), respectively, appearance own free and voluntary act and orth, and the said (Executive) (Assistant) (Vice President) (Trust Officer), as Executive) (Assistant) (Vice Presidents as aforesaid, for the uses an	ffier) of said Bank, who he (Executive) (Assistanted before me this day in day in the tree and volunta sistant) (Vice President) custodian of the corpored lent's) (Trust Officer's)	o are personally known to me to t) (Vice President) (Trust Offine person and acknowledged the try act of said Bank, as Trusted) (Trust Officer) then and the late seal of said Bank, did affine own free and voluntary act a	to be the same persons whose is feer), and (Executive) (Assists nat they signed and delivered the e as aforesaid, for the uses and ere acknowledged that said (Exix ix the seal of said Bank to sai and as the free and voluntary	int) (Vice President) he said instrument as purposes therein set recutive) (Assistant) id instrument as said act of said Bank, as
Given under my hand and Noter	• •	14th day	of November	19 86
his Dummant Brancad But			-1 7	

INSTRUCTIONS RECORDER'S OFFICE BOX NUMBER Stock Form 222 (Use with form 221) Reorder from Typecraft Co., Inc. - Chicago

Avenue Bank Northwest

P. O. Box 48+283 Niles, Illinois 60648

Avenue Bank Northwest
P. O. Box 48-283
Niles, Illinois 60648

MAME

CITY

STREET

Page 1

FOR RECORDERS INDEX PURPOSES INSERT STREET ADDRESS OF ABOVE DESCRIBED PROPERTY HERE

60004

Arlington Heights, Illinois

5 E. Brittany

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

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

 1. Mortgagor covenants and agrees to pay said indebtedness and the interest thereon as herein and an said Nois or other evidence thereof provided, or according to any extrement extending the time of payment thereof. (2) To pay when due and before any penalty situaches thereto all taxes, special taxes, special assessments, water changes, and server service charges against the premises (including those heretofore due), and to furnish Mortgagere, duplicate receipts therefor, and all such titered against and premises shall be conclusively decembed valid for the purpose of this requirement; (3) To keep the improvements move of herestites upon said memises insured against damage by fire, and such other hazards as the Mortgager may require to be insured against; and to provide liability insurance and such other insurance as the Mortgage may require, until said indebtedcess is fully paid, or in case of foreclosure, until expiration, of the particular of redemption, for the full insurable value thereof, in such companies, and in such of foregon and the Mortgage during said period or periods, and contain the usual clasure saling story to the Mortgager making them payable to the Mortgage; such insurance policies, the Mortgage during said period or periods, and contain the usual clasure saling them payable to the Mortgage; and in case of foreclosure made payable to the owner of the certificate of sale, owner of any grantee in a deed; and in case of foreclosure make payable to the owner of the certificate of sale, owner of any grantee in a deed; and in case of foreclosure under such payable to the owner of the certificate of sale, owner of any payable to the Mortgager agrees to sign, upon demand, all receipts, vouchers and releases required of it to be signed by the Mortgager agrees to sign, upon demand, all receipts, under such payable to adjust, collect and compromise, in its discretion, but mostly payments shall continue
- prior lien to Mortgagee.

 2. In addition to the monthly payments of principal and interest payable under the terms of the Note, the Mortgagor agrees to pay to the holder of the Note, when requested by the holder of the Note, such sums as may be specified for the purpose of establishing a reserve for the payment of premiums on policies of fire insurance and such other hazards as shall be required hereunder covering the mortgaged property, and for the payment of such assessments accurring on the property (all assistances) as shall be required hereunder covering the mortgaged property, and so the payment of such premiums, tener and savestances, provided that such request whether or not complied with shall not be construed to affect the obligations of the Mortgagor to pay such premiums, tener and sapecial sassaments, and to keep the mortgaged premise insured against some of the follower; payments made hereunder for taxes, special associal sassaments and insurance premiums shall not be sufficient to pay the amounts necessary as they become due, then the Mortgagor shall pay the moreasure amount to make up the deficiency. If amounts collected for the purpose aforesaid exceed the amount necessary to make such payments, such excess shall be credited on subsequent payments for these purposes to be made by Mortgagor.
- 3. The privilege is granted to make prepayments on principal of the Noteson propayments is an included the passes of another passes (20%) of the Majoromium during (1. The achieve passes often the date of the Notes, one per con-

- age debt and shall include interest at the 1914 of 11.50. ... per cent (11.50 _ 갓) per sanum.
- mortgage debt and shall include interest at the 17% of 1.1. All. per cent (1.1. All. %) per annum.

 6. In case of default therein, Mortgager mr y, but need not, make any payment or perform any act herein required of Mortgagor in any form and manner deemed expedient, and may, but need not, make full or per principal or interest on prior encumbrances, if any, and purchase, discharge, compromise or settle any tax then or other prior then or title or claim thereof; referen from any tax sale or forfeiture affecting said premises or context any tax or assessment. All moreys paid for any of the purposes herein authorized and all expenses paid or incurred in connection therewith, including stomesty, feet, and any other moneys advanced by Mortgagor in its discretion to protect the premises and the tien hereof, the feb to much additional indebtedness secured hereby and shall become immediately due and payable without notice
- with interest thereon at the rate of 11.50 per cent (11.50 %) per annum, Inaction of Mortgupee shall never be considered as a waiver of any right on account of any default hercunder on the part of Mortgapee.
- 7. Mortance making any payment hereby authorized duling to taxes or assessments, may do so according to any bill, statement or estimate procured from the printing procured from the printing procured from the printing process of the process of the process of the printing process of the process of the process of the printing printing printing process of the printing printing
- claim thereo?

 8. At the option of the Mortgagee and without notice to M rtg por, 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) immed str'y in the case of default in making payment of any installment on the Note or on any other obligation secured hereby, or (b) when default shall occur and continue for three any, in the performance of any other agreement of the Mortgager herein contained.

 9. When the indebtedness hereby secured shall become due whe her by acceleration or otherwise. Mortgager shall have the right to forectione the lien hereof, there shall be allowed and included as sodificable in the decree for sale all expenditures and expenses which may be paid or incurred by or on brhalf of Mortgager for attorners' fees, appreniers' fees, out mys for documentary and expert evidence, stenographers' charges, publication costs and costs (which may be estimated as to items to be expended after entry of the decrie) of purely and expenses of the structure and similar data and assurances with respect to title as Mortg/gree is any deem to be reasonably necessary either to prosecute such suit in to evidence to bidders at any sale which may be had pursuant to such decree the true condition of the little on the value of the premises. All expenditures and expenses of the mature in this
- paragraph mentioned shall become so much additional indebtedness secured hereby an mediately due and payable with interest thereon at the rate of 11.50
- cent (11,50 %) per assum, when paid or incurred by Mortgager in connects. with (a) any proceeding, including probate and hankruptcy proceding that be a party, either as plaintiff, claimant or defendant, by reason of that M etty pr or any indebtedness hereby accuracy or (b) preparations may threatened such or proceeding which might affect the premises or the accuracy hereof of the or not actually commenced; or (c) preparations for the may not for the foreclosure hereof after accuracy of such right to forectors whether or not actually commenced.
- 10. The proceeds of any foreclosure sale of the premises shall be distributed and applied ', t' following order of priority: First, on account of all cost: and en incident to the foreclosure proceedings, including all such items as are mentioned in the precedur' pringraph hereof; second, all other tiems which under the terms constitute secured indubtedness additional to that cridenced by the Note with interest thereon as he can provided: third, all principal and interest remaining unputs Note: fourth, any overplus to Mortgagor. Its successor or assigns, as their rights may appear.
- Note: fourth, any overplas to Mortgagor, its successor or assigns, as their rights this papers.

 11.9 Moon, or at any time after the filing of suit to foreclose this Mortgagor, the Court in which such "an 's filed may appoint a receiver of taid premises. Such appoints make either before or after alse, without motice, without regard to the then value of the previous of the these shall be then occupied as a homesteed or not, anothly Mortgagor may be appointed as such receiver shall have power to collect the rests, issues and profits of said premises during the pendency of such receiver shall have power to collect the rests, issues and profits of said premises during the pendency of such receiver shall have power to collect the rests, issues and profits of said premises during the pendency of such receiver shall have power to collect the rests, insues and profits of said premises during the pendency, during the fall statutory period of redemption, wheth, me the very redemption of the premises of a sale and a deficiency, during the fall statutory period of redemption, wheth, me the rest redemption of the premises during the whole of said period. The small in Rod, crees for the protection of such receiver, during the net income in his hands in payment in whole or to be an observed whether the receiver to apply the net income in his hands in payment in whole or to be an observed by any decree foreclosing this Mortgagor any tax, special assessment or other lies which may be or become where or the network of one electron of such decree, provided such applications made prior to foreclosure sale; (2) the deficiency in case of a sale and deficiency.

 12. No Mortgagor will not at any time institution or place of the premises of any part thereof, wherever enacted, now or at any lame "createst enforced, which may affect the terms and coverables or the performance of this Mortgagor, nor claim, take, or insist upon any burefit or advantage of any law now in hereafter in force providing for the valuation or appearant for the pr
- 13. No action for the enforcement of the lieu or of any provision hereof shall be subject to any defense which would not be good a in an action at law upon the Note. ble to the party in
- 14. In case the premiers, or any part thereof, shall be taken by condemnation, the Mortgagee is hereby empowered to collect and reserved, all consensation which may paid for any property taken or for damages to any property not taken and all condemnation compensation so received shall be forther; it is pited by the Mortgagee as it ay elect, to the immediate reduction of the indebtedness secured hereby, or to the repair and restoration of any property so damaged, provided that any excess over the mount of the indebtedness shall be delivered to the Mortgagor or its successor or assigns.
- amount of the indebtedness shall be delivered to the Mortzagor or its successor of anight.

 15. All swells, react, issues and profits of the premiers are piedged, assigned and transferred to the Mortzagor, whether now due of hereafter to the intention of any least or agreement for the une or occupancy of usid premiers, or any part thereof, whether nail lease or agreement is written or verball, and it js the intention hereof (a) to phedge said reats, issues and profits on a parity with and real estate and not secondarily and such phedge shall not be deemed merged in any fore-closer, or any part thereof, establish or absolute transfer and assignment to the Mortzagoe of all such leases and agreements and all the avails theremender, together with the right in case to default, either before or after fore-closure sale, so enter upon and take possession of, casnage, maintain and operate said premiers, or any part thereof, while leases for ferrir deemed advantageous to it. I terminate or modify existing or future leases, collect easily availst, cents, issues and profits, regardless of when easeed, and use such means may sheem proper to enforce collection thereof, employ renting agents or other employ-ers, alter or repair said premiers, but furnishings and equipment therefore which it deems noot nearly, purchase adequate fire and extended coverage and other forms of insurance as may be deemed advantable, and in greiteral extended coverage and other forms of insurance as may be deemed advantable, and in greiteral extended coverage and other forms of insurance as may be deemed advantable, and agreement therefore which like in is prior to the lies of any purpose herein stated to secure which a leen is hereby designed on the income testion reasonable compensable, and income retain reasonable compensable, and income and the contract of the powers or insurance premiums, taxes and ancessments, and all expenses of every kind, including attorney's fees, incurred in the exercise of the power herein frees and animality of the in
- or to average possession or uses premare without attecting the tern herror. Mortgape, shall have all powers, if any, which it might have had without this paragraph.

 16. In the event new buildings and improvements are now being or are to be erected or placed on the premises (that is, if this is a construction loss mortgage) and if fortgaper does not complete the construction of said buildings and improvements in accordance with the plans and specifications approved by Mortgaper, on or before thirty bys priors to the due drie of the first payment of principal, or if work on said construction should come before completion and the said work should remain abundoned for person of thirty days, then said in either event, the entire principal sum of the Note secured by this blorgaper and interest thereoes that it conce become due and payable, at he option, also gain in the event of abundonment of work upon the construction of the anid buildings or improvements for the pariod of thirty days as aforement, also option, also enter into and upon the mortgaged precises and complete the construction of the said buildings and improvements and moneys expended by Mortgager in Consection with such completion of construction shall be added to the principal amount of said Note and secured by these presents, and shall be payable by
- Mortgagor on dentand, with interest at the rate of 11.50 per cent (11.50 %) per onnum. In the event Mortgager shall elect to complete construction, Mortgager shall have full and complete authority to employ watchmen to protect the improvements from depredation or injury and to preserve and protect the personal property therein, to continue say and all outstanding contracts for the erection and completion of said building; to said and enter into any contracts and obligations wherever necessary, either in its own same or in the name of Mortgagor, and to pay and discharge all debts, obligations and liabilities meutred thereby.

 17. A reconveyance of said premises shall be made by the Mortgagor on full payment of the indebtedness aforesaid, the performance of the covenants and agreements berein made by the Mortgagor, and the payment of the reasonable fees of said Mortgagor.

- and agreements berein made by the Mortgagor, and the payment of the reasonable fees of mid Mortgagor and all provisions hereof, shall extend to and be binding upon Mortgagor and all persons claiming under or through Mortgagor, and the word "Mortgagor" when used herein shall include all such persons and all persons finite for the payment of the individues or any part threeof, whether or not such persons shall have recuted the Note or this Mortgagor.

 19. MORTGAGOR DOES HEREBY WAIVE, TO THE EXTENT PERMITTED BY APPLICABLE ILLINOIS STATULE, ANY AND ALE RIGHTS OF REDEMPTION SALE UNDER ANY ORDER OR DECREE OF FORECLOSURE OF THIS MORTGAGGE, ON ITS OWN BEHALF AND ON BEHALF OF FACH AND EVERY PERMITS ONS. EXCEPT DECREE OR JUDGMENT CREDITORS OF THE MORTGAGOR, ACQUIRING ANY INTEREST IN OR TITLE TO THE PREMISES SUBSEQUENT TO HIS. DATE OF THIS MORTGAGE.

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