

# UNOFFICIAL COPY

MORGIAH

860.12196

THE UNDERSIGNED, Ronald Weismehl and Sonja Weismehl, his wife  
of Glencoe, County of Cook, State of Illinois, hereinafter  
referred to as the Mortgagor, does hereby mortgage and warrant to OLD ORCHARD BANK AND TRUST COMPANY, a  
banking corporation having its principal office in the Village of Skokie, County of Cook, State of Illinois, hereinafter  
referred to as the Mortgagee, the following real estate in the County of Cook, in the  
State of Illinois, to wit:

Lot 4 in Lagoon Manor being a subdivision of the south 330 feet (except the East 978 feet thereof) of the West 1/2 of the South East 1/4 of Section 1, Township 42 North, Range 12, east of the Third Principal Meridian, in Cook County, Illinois.

P,T,N. 04-01-412-032

This instrument was prepared by:  
Karen R. Haugabrook  
Old Orchard Bank and Trust Co.  
4949 Old Orchard Road  
Skokie, IL 60077

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Together with all buildings, improvements, fixtures or fixtures, and crowns or hereditaments of the rest or place thereof, including all apparatus, equipment, furniture, articles, whether in single units or collectively, used to supply heat, gas, air conditioning, water, light, power, refrigeration, ventilation, or other services, and my other thing now or hereafter thereon or thereto, the full making of which it is necessary or appropriate, including curtains, shades, storm doors and windows, floor coverings, wall coverings, door knobs, lamps, electric and gas heaters, refrigerators, washing machines, dryers, dish dryers, and all other such apparatus, of which are intended to be and are hereby declared to be parts thereof, and in case whether above described therein or not, and also together with all instruments and the rents, issues, profits and premises which are hereby pledged, assigned, transferred and set over unto the Mortgagee, who from time to time may be or become the holder of the same.

**TO HAVE AND TO HOLD** the said property, with said buildings, improvements, fixtures, appurtenances, apparatus and equipment, unto said Mortgagor hereinafter for the uses hereinafter set forth, free from all rights and benefits under the Homestead Exemption Laws of the State of Illinois, such said rights and benefits said Mortgagor does hereby release and waive.

TO SECURE THE payment of a sum executed by the Mortgagor to the order of the Mortgagor, bearing even date herewith in the principal sum of

Ten Thousand and 00/100 dollars, or \$10,000.00.

The following table summarizes the results of the experiments.

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<sup>10</sup> The author wishes to thank the Associate Editor and two anonymous referees for their useful comments and suggestions.

891 January 21<sup>st</sup> 1987 from the undersigned but shall not exceed 12% of the day interest for monthly payment  
for each month after maturity date. By acceleration of otherwise and at the rate of 10% above the balance in  
any to principal and attorney fees, instances together with all the costs of collection, calculated on  
the judgment reasonably and at both instances upon default. All interest shall be calculated on  
the basis of a 365 day year and charged for the actual number of days lapsed. The  
undersigned further agrees to pay "late charges" of 5% of any scheduled payment more  
than 10 days in arrears.

THE MORALITY OF VIOLENCE

In this case, Plaintiff contends that the original Mortgage and the Mortgagee benefit everything she demanded, that said Mortgage may be of any amount, term, or period, the length of which shall be determined by the Mortgagor, and may be increased and decreased by the Mortgagor for the above purposes and such increase together with interest thereon at the rate of 1000 percent per annum, or at such rate as the Mortgagor shall determine. This the Mortgagee, in the same proportion as the original in indebtedness, and may be included in any device of financing, as Mortgage and his or her right of recovery of principal and interest, and all other rights and powers which are now or hereafter may be given to the Mortgagee to protect the Mortgagor in the event of any default, or any other circumstance of claim, including, but not limited to, the right to sue for damages, to construe, to require, or to require the Mortgagor to advance any money for any purpose not in, or any act hereunder, and the Mortgagor shall be liable to the Mortgagee for all costs, expenses, and attorney's fees incurred in defending.

4. That as the result of a late payment of tax, assessment or other amount due, the property has been levied by the Mortgagee at the date hereof or a later date, or the tax and shall have been paid by the ~~XXXXXX~~

The Mortgagor may, with the consent of the Mortgagee, transfer the property to another person, other than the Mortgagee, the Mortgagee may, without the consent of the Mortgagor, transfer the property to another person, as well as the Mortgagee, and thus it bears very little extension to payment of the debt by the Mortgagor.

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E. 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 and Note or obligation or any extension or renewal thereof, such proceedings be instituted to enforce any other lien or charge upon any of said property, or upon the title of the proceeding or in respect of or against the Mortgagor, and if the Mortgagor shall make any assignment for the benefit of his creditors of any of said property be placed or substituted in custody of any creditor of the Mortgagor, and any right or interest in any of the property of the Mortgagor, or in agreement to transfer any right, title or interest in said property or any portion thereof, or if the Mortgagor fails to complete within a reasonable time, any building or buildings now or at any time in process of erection upon said premises, then and in any of said events, the Mortgagor is hereby authorized and empowered, at its option, and without affecting the lien hereby created on the priority of said lien or any right of the Mortgagor hereunder, to declare, without notice, all sums accrued hereby immediately due and payable, whether or not such default be remedied by the Mortgagor, and apply toward the payment of said Mortgage indebtedness any indebtedness of the Mortgagor to the Mortgagor and the Mortgagor may also immediately proceed to foreclose this Mortgage, and in any foreclosing a sale may be made of the premises en masse without offering the several parts separately. That in the event that the ownership of said property, or any part thereof, becomes vested to a person other than the Mortgagor and any part of the sums secured hereby remain unpaid, and in the further event that the Mortgagor does not elect to declare such sums immediately due and payable, the Mortgagor shall pay a reasonable fee to the Mortgagor to cover the cost of amending the records of the Mortgagor to show such change of ownership.

F. That upon the commencement of any foreclosure proceeding hereunder, the court in which such suit is filed may, at any time, either before or after sale, and without notice to the Mortgagor, or any party claiming under him and without regard to the then value of said premises, or whether the same shall then be occupied by the owner of the property, adjudicate on a homestead, appoint a receiver with power to manage and rent and to collect the rents, issues and profits of said premises during the pendency of such foreclosure suit and the statutory period of redemption, and such rents, issues and profits, when collected, may be applied before as well as after the Master's sale, towards the payment of the indebtedness, costs, taxes, insurance or other items necessary for the protection and preservation of the property, including the expenses of such ownership or in any deficiency, *irrespective* whether there be a trustee therefor in personam or not, and if a receiver shall be appointed he shall remain in possession until the expiration of the full period allowed by statute for redemption, whereas there be no redemption at law, and until the issuance of deed in case of sale, but if no deed be issued, until the expiration of the statutory period during which it may be issued; and no lease of said premises shall be nullified by the appointment or entry in possession of a receiver but he may elect to terminate any lease entered to the first hereof, and upon foreclosure of said premises, there shall be allowed and included as an additional indebtedness in the decree of sale all expenditures and expenses together with interest thereon at the rate of 8% per annum, which may be paid or incurred by or on behalf of Mortgagor for attorney's fees, Mortgagee's fees, appraiser's fees, outlays for exhibits, attached pleading, documentation and expert evidence, stampage fees, Master's fees, and commissions, amounts additional, costs and expenses which may be incurred in and included in the proceedings of the action, including all such abstracts of title, title searches, examinations and reports, quitclaim notices, Torrens certificates and similar documents and accounts 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 or by 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 by 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 by preparations for the defense of or intervention in any threatened or contemplated suit or proceeding which might affect the premises or the security hereof, whether or not actually commenced. In the event of a *foreclosure sale of said premises there first* shall 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.

G. In case the mortgaged property, or any part thereof, shall be taken by condemnation, the Mortgagor is hereby empowered to collect and receive all compensation which may be paid for such property taken on account of damage to said property, not taken and all compensation so received shall be forthwith applied by the Mortgagor as it may elect, to the immediate payment of the indebtedness secured thereby, or to the repair and restoration of any property so damaged, provided that any excess over the amount of the indebtedness shall be delivered to the Mortgagor or his assignee.

H. All easements, rents, issues and profits of said premises are pledged, assigned and transferred to 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 it is the intention heretofore of (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 avals thereunder, together with the right in case of default, either before or after foreclosure suit, to enter upon and take 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 sue, collect on, thereof, employ, renting agents or other employees, alter or repair said premises, buy furnishings and equipment thereon when it deems necessary, purchase adequate fire and extended coverage and other forms of insurance as may be deemed advisable, and in general exercise all powers granted by law, including an absolute, wherewithal, advance or borrow money necessary for any purpose for the use and benefit of the premises, which term is herein treated as including the mortgagee, premises and on the income therefrom which term is prior to the term of any other indebtedness created by agreement, and out of the amount retained, reasonable compensation for itself, pay insurance premiums, tax assessments, and all expenses of every kind, including attorney's 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 its intended 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 that there is no substantial uncorrected default in performance of the Mortgagor's agreements herein, the Mortgagor, on satisfactory evidence thereto, shall relinquish possession and pay to Mortgagor any surplus income in its hands. The possession of Mortgagor may continue until all indebtedness secured hereby is paid in full or until the delivery of a 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 hereof. 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 omission relating to the subject matter of this paragraph unless commenced within sixty days after Mortgagor's possession ceases.

I. That each right, power and remedy herein conferred upon the Mortgagor is cumulative of each 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 Mortgagor to require or 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 neuter 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 person herein mentioned may be exercised as often as occasion therefor arises.

IN WITNESS WHEREOF, we have hereupon set our hands and seals this 23rd day of January, A.D. 1986.

Ronald Weismehl

(SEAL) Sonia Weismehl

(SEAL)

STATE OF Illinois  
COUNTY OF Cook } SS.

I, the undersigned,

a Notary Public in and for said County, in the State aforesaid, do hereby certify that  
Ronald Weismehl and Sonia Weismehl, his wife

personally known to me to be the same person or persons whose name or names is or are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they have 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 all rights under any homestead, exemption and valuation laws.

GIVEN under my hand and Notarial Seal this 23rd day of January  
A.D. 1986.

Jellie C. Pifer

Notary Public

DELIVER TO:

OLD ORCHARD BANK & TRUST CO.  
4949 OLD ORCHARD ROAD  
SKOKIE, ILLINOIS 60078