

# UNOFFICIAL COPY

## INSTALLMENT LOAN MORTGAGE

This Mortgage Made this 7th day of March, 19 86, between 86101926

CHARLES F. SCHAEFER

NORTHERN TRUST BANK/O'HARE, formerly hereinafter called "Mortgagors", whether one or more, and O'HARE INTERNATIONAL BANK (N.A.), a national banking association of Chicago, Illinois, hereinafter called "Mortgagee";

Whereas Mortgagors are justly indebted to Mortgagee in the sum of

Twenty Thousand Two Hundred Thirty Three and 80/100 -----

----- Dollars (\$ 20,233.80 ), (which sum includes interest in the sum of \$ 5,233.80 precomputed at the rate of \$ 6.89 per hundred dollars per year on the entire original amount of the money loaned), evidenced by a promissory note of Mortgagors of even date herewith, payable to the order of Mortgagee at its banking house in Chicago, Illinois, or at such other place as the holder of said note may from time to time in writing designate, in and by which note Mortgagors promise to pay the face amount thereof in lawful money of the United States of America in installments of principal and interest as follow:

59 successive monthly installments commencing the 10th day of April, 19 86

and on the same date of each month thereafter, all except the last of said installments to be in the amount of \$ 337.23 each and said last installment to be the entire unpaid balance of said sum; and together with all costs of collection, including reasonable attorneys' fees, upon default. The note further provides that upon default of an installment for a period of ten (10) days, the Mortgagors agree to pay a default charge of \$5.00 or five (5%) percent of said installment whichever is less.

Now This Mortgage Witnesseth That Mortgagors, in consideration of said debt and to secure the payment thereof in accordance with the terms and provisions of the note and the performance of the covenants and agreements herein contained, and also in consideration of the sum of One Dollar (\$1.00) paid by Mortgagee to Mortgagors, the receipt whereof is hereby acknowledged, do by these presents CONVEY and WARRANT unto Mortgagee, its successors and assigns, the following described real estate, situated in the Village of Northbrook, County of Cook, State of Illinois:

Parcel 1: Unit Number 410 and garage unit 'G'-63 in Mission Hills Condominium 'M'-5 as delineated on Survey of the following described real estate: Part of Lots 1, 2 and 3 in County Clerk's Division of Part of the North East 1/4 of Section 18, Township 42 North, Range 12, East of the Third Principal Meridian, in Cook County, Ill.; which survey is attached as Exhibit 'A' to the declaration of Condominium recorded as Document Number 24509114, together with its undivided percentage interest in the common elements, in Cook County, Illinois Also, Parcel 2: Easement for Ingress and Egress for the benefit of Parcel 1 as set forth in the declaration of easements and covenants and restrictions recorded as Document Number 22431171, as amended, Also Parcel 3: The exclusive right to the use of patio and balcony, a limited common element as delineated on the survey attached to the declaration, aforesaid, recorded as Document Number 24509114, in Cook County, Illinois.

04-18-200-029-1046 (Unit 1046)

1123 (Unit G-63) *je*

THIS DOCUMENT HAS BEEN PREPARED BY:



NORTHERN TRUST BANK/O'HARE N.A.  
8501 W. HIGGINS RD,  
CHICAGO, IL. 60631

County Clerk's Office

86101926

TOGETHER with all fixtures appurtenant thereto, insofar as they now are or may hereafter belong to or be used with the said real estate or the buildings thereon, it being the intention of the parties hereto that, whether or not attached to said real estate (but excepting, however, Mortgagors' household goods unless elsewhere herein expressly included), all appliances, apparatus, equipment, articles and things owned by Mortgagors and now or hereafter in, upon or used in connection with said real estate, to maintain or enjoy the same or to produce, supply, utilize, distribute, or control, by single unit or otherwise, heat, light, power, water, gas, electricity, refrigeration, sanitation, ventilation, air conditioning, cooling or circulation, or to dispose of or treat refuse, or to cool, heat or treat water, including but without restricting the foregoing, in-a-door and roll-a-way beds, awnings, shades, door and window screens, storm doors and windows, and stair and hall carpeting and floor covering, all of which shall be deemed to be fixtures and are expressly declared to be a part of the real estate, whether physically attached thereto or not, and shall be a part of the security for the debt herein mentioned, and shall be covered by this mortgage, and together with all and singular the buildings and improvements, whether now or hereafter erected, tenements, hereditaments, privileges, easements and appurtenances thereto now or hereafter belonging. Further, Mortgagor does hereby pledge and assign to Mortgagee, from and after the date hereof, (including any period of redemption), primarily and on a parity with said real estate and not secondarily, all the rents, issues and profits of the premises and all rents, profits,

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MAR-14-86 3 6 5 3 2 0 2 6 1 0 1 9 8

COMM. EXPIRES 4/13/86

Given under my hand and Notarial seal this 7th day of March 19 86

personally known to me to be the same person - whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged - he - signed sealed and delivered the said instrument as his free and voluntary act for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

Charles F. Schaefer

1. Rose Ann Seely  
DO HEREBY CERTIFY that

a Notary Public in and for said County, in the State aforesaid.

STATE OF ILLINOIS  
COUNTY OF Cook

14 MAR 29 10 30 41

(SEAL) \_\_\_\_\_  
(SEAL) \_\_\_\_\_  
(SEAL) \_\_\_\_\_  
(SEAL) \_\_\_\_\_  
(SEAL) \_\_\_\_\_

In Witness Whereof, each of the Mortgagors has hereunto set his or her hand and seal or caused this mortgage to be executed by its duly authorized officers and its seal to be hereunto affixed, the day and year first above written.

16. Each of the covenants and conditions of this mortgage shall bind, jointly and severally, the party or parties named above as "Mortgagors", and their respective heirs, executors, administrators, successors and assigns, and shall inure to the benefit of and be available to the successors and assigns of Mortgagors. The term "Mortgagors" shall include the party or parties executing this mortgage, their respective heirs, executors, administrators and assigns; and in the event Mortgagors be a corporation, the successors and assigns of such Mortgagors. The term "Mortgage" shall include the successors and assigns of the Mortgagors.

15. A reconveyance of said real estate shall be made by Mortgage to Mortgagors on full payment of the indebtedness secured hereby, the performance of the covenants and agreements herein made by Mortgagors, and the payment thereof arises, and failure of Mortgage to exercise such rights and remedies, or any of them, howsoever often, shall not be deemed a waiver thereof.

14. The rights and remedies of Mortgage are cumulative and may be exercised as often and whenever occasion therefor arises, and deliver valid acquittances and to appeal from any such award.

13. Any award of damages resulting from condemnation proceedings or the taking or injury of the mortgaged premises for public use (all such awards, to the total amount of the indebtedness secured by this mortgage are hereby transferred and assigned to Mortgage) shall be paid to Mortgage and the proceeds or any part thereof may be applied by Mortgage, at its option, after payment of all of its expenses, including costs and attorneys' fees, to the reduction of the indebtedness hereby secured and Mortgage is hereby authorized on behalf and in the name of Mortgagors, to execute and

affected, except in so far as the obligations thereunder have been actually met by compliance with this paragraph. Mortgage may from time to time at its option waive, and after any such waiver reinstated, any or all provisions hereof requiring deposits for taxes, assessments or insurance premiums, by notice to Mortgage in writing. While any such waiver is in effect Mortgage shall pay taxes, assessments and insurance premiums as herein elsewhere provided.

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liens of mechanics or materialmen or other liens which may be made against the real estate, or may procure and pay for such insurance. All moneys paid for any of the purposes herein authorized and all expenses paid or incurred in connection therewith, including attorneys' fees and any other moneys advanced by Mortgagee to protect the real estate or 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 maximum rate permitted by Illinois Revised Statutes, Chapter 74, Section 4 (2) (a) at the date hereof. Nothing herein contained shall be construed as requiring Mortgagee to advance or expend money for taxes, assessments, or for any other purpose. Inaction of Mortgagee shall never be construed as a waiver of any right accruing to it on account of any default hereunder on the part of Mortgagors.

6. If default shall be made in payment, at the time and place and in the manner provided, of all or any part of the said debt or interest thereon or of any other sums hereby secured, if any mechanic's or other claim, lien or encumbrance which might be prior or equal in lien to the lien of this mortgage be created upon or attach to all or any part of the premises, in the event of the passage after the date of this mortgage of any law of the State of Illinois deducting from the value of land for the purpose of taxation any lien thereon, or changing in any way the laws now in force for the taxation of mortgages for state or local purposes or the manner of the collection of any such taxes so as to make it obligatory on Mortgagee to pay such tax, if all or any part of the premises are sold, transferred, hypothecated or conveyed, or if default shall be made in the full performance of any covenant or agreement of this mortgage, then and in every such case, the whole debt secured by this mortgage, with all interest thereon, and all other amounts hereby secured shall, at the option of Mortgagee, become immediately due and payable, and may forthwith or at any time thereafter be collected by suit at law, foreclosure or other proceeding upon this mortgage or by any other proper, legal or equitable procedure without declaration of such option and without notice, and Mortgagee shall be entitled to immediate possession of the premises and to collect the rents and avails therefrom, as aforesaid, and may enter without process of law, using such force as may be necessary, and in such case, all tenants in possession are hereby directed to attorn to Mortgagee. No voluntary transfer of the mortgaged premises, or any part thereof or ownership, of any mortgagor trust shall be made without prior consent of the holder of the note secured hereby, and failure of the Mortgagors to secure such consent shall constitute a default for which the holder of said note may declare the entire debt immediately due and payable without notice.

7. If the time for the payment of the debt, or any part thereof, be extended, Mortgagors and all persons now or at any time hereafter liable for the payment of the debt, or interested in said premises, shall be held to assent to such extension, 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 Mortgagee notwithstanding the extension.

8. 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 in connection with collecting rents or other avails from the premises as herein provided, and for attorneys' fees, appraisers' fees, outlays 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 decree) of procuring all such abstracts of title, title searches and examinations, guarantee policies, and similar data and assurances with respect to title as Mortgagee may deem to be 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 debt secured hereby and immediately due and payable, with interest thereon at the maximum rate permitted by Illinois Revised Statutes, Chapter 74, Section 4 (2) (a) at the date hereof, when paid or incurred by Mortgagee in connection with (a) any proceeding, including foreclosure, probate and bankruptcy proceedings, to which it shall be a party, either as plaintiff, claimant or defendant, by reason of this mortgage, or any indebtedness hereby secured, (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 threatened suit or proceeding, which might affect the premises or the security hereof, whether or not actually commenced.

9. 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 the 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. Such receiver shall have power to collect the rents, issues, and profits of the premises during the pendency of such foreclosure suit and, in case of a sale and a deficiency, during the full statutory period of redemption, if any, 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 debt 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, or, (2) the deficiency in case of a sale and deficiency. Mortgagors consent to the appointment of any officer or employee of or any other person designated by Mortgagee as such receiver.

10. 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 the same in an action at law upon the note hereby secured.

11. Mortgagors shall deliver to Mortgagee at any time on its request, all leases, abstracts, guarantee policies, muniments of title, surveys and other papers relating to said premises, and in case of foreclosure hereof and failure to redeem, the same shall be delivered to and become the property of the person obtaining a deed to said premises by reason of such foreclosure.

12. If required by Mortgagee, Mortgagors shall pay to Mortgagee with the monthly payments of principal and interest a prorated portion of the taxes, assessments and insurance premiums next to become due, as estimated by the Mortgagee, so that Mortgagee will have sufficient funds on hand to pay taxes, assessments and insurance premiums thirty (30) days before the delinquency date thereof. Any deficit shall immediately be paid by Mortgagee to Mortgagors. Money so held shall not bear interest and upon default may be applied by Mortgagee on account of the mortgage indebtedness. The enforceability of the covenants relating to taxes, assessments and insurance premiums herein otherwise provided, shall not be

