

This instrument was prepared by:

Barbara J. Nehr

Central Federal Savings and Loan Association of Chicago Belmont at Ashland Chicago, Illinois 60657

(Individual Form)

Loan No. 50-6636-0

THE UNDERSIGNED, NICKOLAOS DALLAS, married to CALIOPE C. DALLAS, and KONSTANTINE DALLAS, married to BARBARA DALLAS, and HRISTOS DALLAS, a bachelor

of the City of Chicago, County of COOK, State of ILLINOIS

hereinafter referred to as the Mortgagor, does hereby mortgage and warrant to CENTRAL FEDERAL SAVINGS AND LOAN ASSOCIATION OF CHICAGO

a corporation organized and existing under the laws of the United States of America hereinafter referred to as the Mortgagee, the following real estate in the County of COOK in the State of ILLINOIS, to-wit: A tract of land being part of the North-west Quarter of Section 18, Township 41 North, Range 13, East of the Third Principal Meridian, said tract of land being described as follows: Commencing at a point on the West line of Waukegan Road as dedicated by instrument recorded February 16, 1933 as Document Number 11200338, said point being 382.94 feet South of the North line of said Northwest Quarter of Section 18, (as measured along said West line of Waukegan Road) and running thence South along said West line of Waukegan Road a distance of 100 feet; thence West perpendicular to said West line of Waukegan Road a distance of 125 feet; thence North parallel with said West line of Waukegan Road a distance of 100 feet; thence East perpendicular to said West line of Waukegan Road a distance of 125 feet to the point of beginning (except the East 4.0 feet thereof by a right angles measurement) in Cook County, Illinois, to the East 1/4 of Section 18-100-010-0000, Waukegan Road, Morton Grove, IL 60053

12.00

Together with all buildings, improvements, fixtures or appurtenances now or hereafter erected thereon or placed thereon, including all apparatus, equipment, fixtures or articles, whether in single units or centrally controlled, used to supply heat, gas, air-conditioning, water, light, power, refrigeration, ventilation or other services, and any other thing now or hereafter therein or thereon, the furnishing of which by lessors to lessees is customary or appropriate, including screens, window shades, storm doors and window door coverings, screen doors, in-a-door beds, awnings, stoves and water heaters (all of which are intended to be and are hereby declared to be a part of said real estate whether physically attached thereto or not); and also together with all easements and the rents, issues and profits of said premises which are hereby pledged, assigned, transferred and set over unto the Mortgagee, whether now due or hereafter to become due as provided herein. The Mortgagee is hereby subrogated to the rights of all mortgagees, lienholders and owners paid off by the proceeds of the loan hereby secured.

TO HAVE AND TO HOLD the said property, with said buildings, improvements, fixtures, appurtenances, apparatus and equipment, and with all the rights and privileges thereto belonging, unto said Mortgagee forever, together with all the rights and benefits under the homestead, exemption and valuation laws of any State, which said rights and benefits said Mortgagor does hereby release and waive.

TO SECURE

(1) the payment of a Note executed by the Mortgagor to the order of the Mortgagee bearing even date herewith in the principal sum of ***ONE HUNDRED FORTY THOUSAND AND NO/100*** Dollars

(5 *****140,000.00*****), which Note, together with interest thereon as therein provided, is payable in monthly installments FOR PRINCIPAL OF ***SEVENTY-FIVE AND NO/100*** DOLLARS, PLUS INTEREST AT THE RATE IN EFFECT FROM TIME TO TIME AS SET FORTH IN THE NOTE AND IN THE RIDER ATTACHED HERETO AND MADE A PART HEREOF, (\$*75.00***), commencing the first (1st) day of MAY, 19 86,

which payments are to be applied, first, to interest, and the balance to principal, until said indebtedness is paid in full.

(2) any advances made by the Mortgagee to the Mortgagor, or his successor in title, for any purpose, at any time before the release and cancellation of this Mortgage, but at no time shall this Mortgage secure advances on account of said original Note together with such additional advances, in a sum in excess of ***ONE HUNDRED FORTY THOUSAND AND NO/100*** Dollars (\$ *****140,000.00***), provided that, nothing herein contained shall be considered as limiting the amounts that shall be secured hereby when advanced to protect the security or in accordance with covenants contained in the Mortgage.

(3) The performance of all of the covenants and obligations of the Mortgagor to the Mortgagee, as contained herein and in said Note.

THE MORTGAGOR COVENANTS:

A (1) To pay said indebtedness and the interest thereon as herein and in said note provided, or according to any agreement extending the time of payment thereof; (2) To pay when due and before any penalty attaches thereto all taxes, special taxes, special assessments, water charges, and sewer service charges against said property (including those heretofore due), and to furnish Mortgagee, upon request, duplicate receipts therefor, and all such items extended against said property shall be conclusively deemed valid for the purpose of this requirement; (3) To keep the improvements now or hereafter upon said premises insured against damage by fire, and such other hazards as the Mortgagee may require to be insured against; and to provide public liability insurance for the full insurable value thereof, in such companies, through such agents or brokers, and in such form as shall be satisfactory to the Mortgagee; such insurance policies shall remain with the Mortgagee during said period or periods, and contain the usual clause satisfactory to the Mortgagee making them payable to the Mortgagee; and in case of foreclosure sale payable to the owner of the certificate of sale, owner of any deficiency, any receiver or redemptioneer, or any grantee in a deed pursuant to foreclosure; and in case of loss under such policies, the Mortgagee is authorized to adjust, collect and compromise, in its discretion, all claims thereunder and to execute and deliver on behalf of the Mortgagor all necessary proofs of loss, receipts, vouchers, releases and acquittances required to be signed by the insurance companies, and the Mortgagor agrees to sign, upon demand, all receipts, vouchers, releases and acquittances required to be signed by the insurance companies, and the Mortgagee is authorized to apply the proceeds of any insurance claim to the restoration of the property or upon the indebtedness hereby secured in its discretion, but monthly payments shall continue until said indebtedness is paid in full; (4) Immediately after destruction or damage, to commence and promptly complete the rebuilding or restoration of buildings and improvements now or hereafter on said premises, unless Mortgagee elects to apply on the indebtedness secured hereby the proceeds of any insurance covering such destruction or damage; (5) To keep said premises in good condition and repair, without waste, and free from any mechanic's or other lien or claim of lien not expressly subordinated to the lien hereof; (6) Not to make, suffer or permit any unlawful use of or any nuisance to exist on said property nor to diminish nor impair its value by any act or omission to act; (7) To comply with all requirements of law with respect to mortgaged premises and the use hereof; (8) Not to make, suffer or permit, without the written permission of the Mortgagee being first had and obtained, (a) any use of the property for any purpose other than that for which it is now used, (b) any alterations of the improvements, apparatus, appurtenances, fixtures or equipment now or hereafter upon said property, (c) any purchase on conditional sale, lease or agreement under which title is reserved in the vendor, of any apparatus, fixtures or equipment to be placed in or upon any buildings or improvements on said property.

B In order to provide for the payment of taxes, assessments, insurance premiums, and other annual charges upon the property securing this indebtedness, and other insurance required or accepted, I promise to pay to the Mortgagee, a prorata portion of the current year taxes upon the disbursement of the loan and to pay monthly to the Mortgagee, in addition to the above payments, a sum estimated to be equivalent to one-twelfth of such items, which payments may, at the option of the Mortgagee, (a) be held by it and commingled with other such funds or its own funds for the payment of such items; (b) be carried in a savings account and withdrawn by it to pay such items; or (c) be credited to the unpaid balance of said indebtedness as received, provided that the Mortgagee advances upon this obligation sums sufficient to pay said items as the same accrue and become payable. If the amount estimated to be sufficient to pay said items is not sufficient, I promise to pay the difference upon demand. If such sums are held or carried in a savings account, or escrow account, the same are hereby pledged to further secure this indebtedness. The Mortgagee is authorized to pay said items as charged or billed without further inquiry.

C This mortgage contract provides for additional advances which may be made at the option of the Mortgagee and secured by this mortgage, and it is agreed that in the event of such advances the amount thereof may be added to the mortgage debt and shall increase the unpaid balance of the note hereby secured by the amount of such advance and shall be a part of said note indebtedness under all of the terms of said note and this contract as fully as if a new such note and contract were executed and delivered. An Additional Advance Agreement may be given and accepted for such advance and provision may be made for different monthly payments and a different interest rate and other express modifications of the contract, but in all other respects this contract shall remain in full force and effect as to said indebtedness, including all advances.

D That in case of failure to perform any of the covenants herein, Mortgagee may do on Mortgagor's behalf everything so covenanted; that said Mortgagee may also do any act it may deem necessary to protect the lien hereof; that Mortgagor will repay upon demand any moneys paid or disbursed by Mortgagee for any of the above purposes and such moneys together with interest thereon at the highest rate for which it is then lawful to contract shall become so much additional indebtedness secured by this mortgage with the same priority as the original indebtedness and may be included in any decree foreclosing this mortgage and be paid out of the rents or proceeds of sale of said premises if not otherwise paid; that it shall not be obligatory upon the Mortgagee to inquire into the validity of any lien, encumbrance or claim in advancing moneys as above authorized, but nothing herein contained shall be construed as requiring the Mortgagee to advance any moneys for any purpose nor to do any act hereunder; and the Mortgagee shall not incur any personal liability because of anything it may do or omit to do hereunder.

E That it is the intent hereof to secure payment of said note and obligation whether the entire amount shall have been advanced to the Mortgagor at the date hereof, or at a later date, and to secure any other amount or amounts that may be added to the mortgage indebtedness under the terms of this mortgage contract.

70-41-387 DF Blagovich

86131655

UNOFFICIAL COPY

DF

BOX 333-CA

Chicago, Illinois 60657

Belmont At Ashland

1601 W. Belmont Ave., Belmont - 7 PM 1:16

86131685

ASSOCIATION OF CHICAGO CENTRAL FEDERAL SAVINGS AND LOAN ASSOCIATION

MAIL TO:

Notary Public [Signature] APRIL 19 86

GIVEN under my hand and Notarial Seal, this 1ST day of APRIL 1986

rights under any homestead, exemption and valuation laws. That I am free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of all

appeared before me this day in person, and acknowledged that they personally known to me to be the same person whose names are mentioned herein, and subscribed to the foregoing instrument. KONSTANTINE/DALLAS, BARBARA DALLAS and HRISTOS DALLAS***

IN WITNESS WHEREOF, this mortgage is executed, sealed and delivered this 1ST day of APRIL 19 86. Calliope C. Dallas, Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY THAT KONSTANTINE/DALLAS, BARBARA DALLAS and HRISTOS DALLAS***

This mortgage is executed by Calliope C. Dallas and Barbara Dallas solely for the purpose of creating under the laws of the State of Illinois, and any marital rights to the property as may be created under the laws of the State of Illinois. This mortgage is executed by Calliope C. Dallas and Barbara Dallas solely for the purpose of creating under the laws of the State of Illinois, and any marital rights to the property as may be created under the laws of the State of Illinois.

1. All easements, rents, issues and profits of said premises are pledged, assigned and transferred to the Mortgagee, 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 in writing or verbal, and it is the intention hereby declared that said premises, together with all the easements, rents, issues and profits thereof, shall not be deemed merged in any real estate owned by the Mortgagee, or any part thereof, and that the Mortgagee shall have the right to take possession of the premises, together with all the easements, rents, issues and profits thereof, in the event of default under the terms hereof. The Mortgagee shall have the right to take possession of the premises, together with all the easements, rents, issues and profits thereof, in the event of default under the terms hereof.

2. The Mortgagee may employ counsel for advice or other legal service as the Mortgagee's discretion in connection with any dispute as to the debt hereby secured or the performance of the terms hereof, and the Mortgagee shall be deemed to have authorized the counsel so employed to execute all necessary instruments, and to take any action which may be necessary to protect the interests of the Mortgagee. The Mortgagee shall have the right to take possession of the premises, together with all the easements, rents, issues and profits thereof, in the event of default under the terms hereof.

3. That in the event the ownership of said property or any part thereof becomes vested in a person other than the Mortgagee, the Mortgagee may, without notice to the Mortgagee, deal with such successor or successors in interest with reference to this mortgage and the debt hereby secured in the same manner as if the Mortgagee were the owner of said property. The Mortgagee shall have the right to take possession of the premises, together with all the easements, rents, issues and profits thereof, in the event of default under the terms hereof.

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This Rider is attached to and made a part of certain Mortgage dated - - -

APRIL 1, 19 86, made by ^{D.} ~~NIC.KOLAOS~~ DALLAS, married to CALIOPE C. DALLAS, and KONSTANTINE D DALLAS, married to BARBARA DALLAS, and ^H HRISTOS DALLAS, a bachelor***

to CENTRAL FEDERAL SAVINGS AND LOAN ASSOCIATION OF CHICAGO

LOAN NUMBER 50-6636-0

This Rider made this day 1ST day of APRIL, 19 86 as an addition and modification to the Mortgage wherein

^{**} KOLAOS DALLAS, married to CALIOPE C. DALLAS, and KONSTANTINE DALLAS, married to BARBARA DALLAS, and ^H HRISTOS DALLAS, a bachelor***

- - - - - is designated as "Mortgagor" and CENTRAL FEDERAL SAVINGS AND LOAN ASSOCIATION OF CHICAGO as "Mortgagee".

1) Interest for each month shall be added to the unpaid principal balance on the first day of said month at ***TWO*** (**2.00%**) percent above Central Federal Savings prime rate. All interest shall be computed using a 30 day month on the basis of a year consisting of 360 days. The Mortgagor hereby acknowledges that the prime rate referred to herein, may, at any time during the term of the Note, be greater than the lowest interest rate charged by the Lender to its most creditworthy customers, at any such time. Notwithstanding that the Lender may extend credit at interest rates lower than this prime rate to its most creditworthy customers, the Mortgagor agrees that this prime rate shall control the rate of interest to be paid hereunder.

2) While any principal hereunder remains unpaid, if the prime rate is increased or decreased from the present rate, which is ***NINE*** percent (**9.00%**) per annum, the interest rate payable hereunder shall be increased or decreased by an amount equal to the amount of such change in the prime rate, effective as of the first day of the month beginning on OCTOBER 1, 19 86 and on that day of the month every ***SIX*** (**6**) Months thereafter until the loan is paid in full.

3) In the event of any default in payment of any monthly installment or default in the Mortgage securing the Note, the interest shall accrue on all the unpaid principal and interest at a rate of ***THREE AND ONE-HALF*** percent (**3.50%**) above the prime rate until such default is cured.

4) THE ENTIRE UNPAID PRINCIPAL BALANCE AND UNPAID ACCRUED INTEREST THEREON, NOT SOONER PAID, SHALL BE DUE AND PAYABLE IN FULL ON APRIL 1, 1996.

Nothing contained under this Rider shall be construed to provide for an increase in the length of the term of this Mortgage. Except as changed herein, all provisions of the Mortgage to which this Rider is affixed shall remain in full force and effect.

Nicolaos Dallas
Nicolao Dallas
Caliope C. Dallas
Caliope C. Dallas

Konstantinos D. Dallas
Konstantine /Dallas
Barbara D. Dallas
Barbara Dallas

Hristos Dallas
Hristos Dallas

86131303