

# UNOFFICIAL COPY

86265850

Loan No. \_\_\_\_\_

## MORTGAGE

THE ABOVE SPACE FOR RECORDER'S USE ONLY

THIS INDENTURE made JUNE 26, 1986, between Alberto Foschi, M.D. and Velia Foschi, his wife

(herein referred to as "Mortgagors") and GLADSTONE-NORWOOD TRUST &amp; SAVINGS BANK, a banking corporation organized under the laws of the State of Illinois, doing business in Chicago, Illinois (herein referred to as "Mortgagee"), WITNESSETH

THAT WHEREAS Mortgagors are justly indebted to Mortgagee in the sum of

Eighty thousand and 0/100ths dollars (\$ 80,000.00) evidenced by a certain Promissory Note of even date herewith executed by Mortgagors, payable to the order of the Mortgagee and delivered, by which Note

Mortgagors promise to pay said principal sum and interest on the balance of principal remaining from time to time unpaid at the rate of Ten and 50/100ths per cent 10.50% per annum prior to maturity, at the office of Mortgagee in Chicago, Illinois, in 130 successive monthly installments commencing AUGUST 1, 1986, and on

the same date of each month thereafter, all except the last of said installments to be in the amount of \$ 884.32, and on each, and said last installment to be the entire unpaid balance of said sum, together with interest on the principal of each installment after the original maturity date thereof at 11.5% per annum; together with all costs of collection, including reasonable attorneys' fees, upon default, (hereinafter referred to as the "Note").

NOW, THEREFORE, the Mortgagee to secure the payment of said Note in accordance with its terms and the terms, provisions and limitations of this Mortgage, and all extensions and renewals thereof, and for the further purpose of securing the payment of any and all obligations, indebtedness and liabilities of any and every kind now or hereafter owing and to become due in the future in respect of them by the Mortgagors or any of them to the Mortgagee or to any of the Assignees of the Mortgage, with all the term of this Mortgage, howsoever created, incurred, evidenced, acquired, arising, whether under one Note or the Mortgage or under any other instrument, obligation, contract, agreement or any and every kind now or hereafter existing or entered into between the Mortgagors or any of them and the Mortgagee or otherwise and whether direct, indirect, primary, secondary, fixed or contingent, together with interest and charges as provided in said Note and in any other agreements made in aid between the parties hereto, and including all present and future indebtedness, accrued or arising by reason of the guarantee to Mortgagee by Mortgagors or any of them of present or future indebtedness or obligations to third parties to Mortgagee, and at present and future indebtedness, originally owing by Mortgagors or any of them to third parties and assigned to said third parties to Mortgagee, and any and all renewals or extensions of any of the foregoing, and the performance of the covenants and agreements herein contained, by the Mortgagee to be performed, and also in consideration of One Dollar in hand paid, the receipt whereof is hereby acknowledged, do we the presents Mortgagee and Tenant to the Mortgagee, its successors and assigns, the following described Real Estate in the County of Cook, and State of Illinois, to-wit:

See Legal Description attached as Exhibit "A".

TAX ID: 11-18-314-019-1026 H.60

DEPT-Q1 RECORDED \$12.25  
T#1944 TREN 0471 95-27-06 14-32-00  
#3770 # D \* 136-1245-850  
COOK COUNTY RECORDER

which, with the property hereinafter described, is referred to herein as the "Premises".

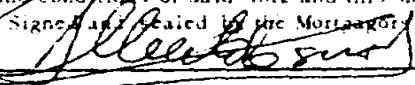
TOGETHER with all improvements, fixtures, easements, fixtures and appurtenances thereto belonging, and all rents, issues and profits therefrom for so long and during all such times as Mortgagors may be entitled thereto which are payable by them, and the parts, with said real estate and fixtures, and all apparatus, equipment or articles now or hereafter therein or thereon used to supply heat, gas, air conditioning, water, light, power, refrigeration (whether single units or centrally controlled), ventilation, including without limitation, air conditioning, screens, window shades, storm sashes and windows, floor coverings, ceiling fans, appliances, stoves and water heaters. All of the forenamed are deemed to be a part of said real estate whether physically attached thereto or not, and it is agreed that all similar apparatus, equipment or articles heretofore placed in the premises by the Mortgagors or their successors shall be considered as constituting part of the real estate.

I HAVE AND DO HOLD the premises and the Mortgagors, its successors and assigns, liable for the payment hereof, for the benefit of the Mortgagors and benefits under and by virtue of the Homestead Exemption Laws of the State of Illinois, which said rights and benefits the Mortgagors to inherit, expressly release and waive.

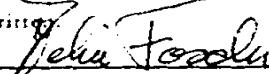
This Mortgage consists of two pages. The covenants, conditions and provisions appearing on page 2 (the reverse side hereof) among other things, require Mortgagors to keep the premises in repair, insured and free of liens and to pay and discharge prior liens and taxes, provide that if not paid by Mortgagors, the costs of such repairs, insurance, prior liens and taxes paid by Mortgagee constitute additional indebtedness secured hereby, provide for tax and insurance deposit, for acceleration of maturity of the Note and foreclosure hereof in case of default and for the allowance of Mortgagee's attorney's fees and expenses of foreclosure, and are incorporated herein by reference, are a part hereof, and shall be binding on the Mortgagors and those claiming through them.

In the event Mortgagors sell or convey the premises, or if the title thereto or any interest therein shall become vested in any manner whatsoever in any other person or persons other than Mortgagors, Mortgagee shall have the option of declaring immediately due and payable all unpaid installments on the Note and enforcing the provisions of this Mortgage with respect thereto unless prior to such sale or conveyance Mortgagee shall have consented thereto in writing and the prospective purchasers or grantees shall have executed a written agreement in form satisfactory to the Mortgagee assuming and agreeing to be bound by the terms and conditions of said Note and this Mortgage.

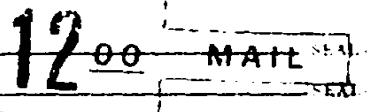
Signed and sealed by the Mortgagors the date first above written



SEAL ✓



SEAL ✓ Velia Foschi

  
12.00 MADE SEAL

STATE OF ILLINOIS, in the County of Cook, a Notary Public in and for said county duly委任, in the State aforesaid, do HEREBY CERTIFY THAT Alberto Foschi, M.D. and Velia Foschi, his wife, are personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed, sealed and delivered the same as instrument as their last and voluntary act, for the uses and purposes therein set forth, including the intent and waiver of all homestead under any law, statute, exemption and valuation laws.

GIVEN under my hand and Notarial Seal this 26th day of June, A.D. 1986.

The document prepared by  
Lena Gaspich  
GLADSTONE-NORWOOD TRUST & SAVINGS BANK, CHGO., ILL.D NAME  
STREET 5200 N. CENTRAL AVENUE  
CITY CHICAGO, ILLINOIS  
RECORDERS OFFICE BOX NO. 34  
G/N 131 use with G/N 130  
Rev 4-72

FOR RECORDER'S INDEX PURPOSES INSERT STREET ADDRESS OF ABOVE DESCRIBED PROPERTY HERE

1500 Oak, 4-B

Evanston, IL 60201

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Page 2

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



2. In addition to the monthly payments of principal and interest payable under the terms of the Note, the Mortgagors agree 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 or costs of the insurance and such other hazards as shall be required to render covering the Mortgaged property, and for the payment of taxes and special assessments levied on the property and as estimated by the holder of the Note, such sums as shall be held by the holder of the Note without loss allowance for interest, on the payment of such taxes, taxes and special assessments provided that such request whether or not complied with shall not be construed to affect the obligation of the Mortgagors to pay such premiums, taxes and special assessments, and to keep the mortgaged property insured against loss or damage by fire or lightning, in which event, payments once rendered for taxes, special assessments and insurance premiums shall not be sufficient to pay the amounts necessary as they become due, then the Mortgagors shall pay the necessary amount to make up the deficiency. If amounts collected for these purposes shall exceed the amount necessary to make such payment, such excess shall be credited on subsequent payments for these purposes to be made by Mortgagors.

3. The privilege is granted to make prepayment in respect of the Note.

6. Mortgagor may collect a late charge equal to \_\_\_\_\_% of the amount due, plus \_\_\_\_\_% of the monthly principal, except deposit interest, taxes, assessments, insurance premiums, or other charges, more than \_\_\_\_\_ days past due, if measures to cover the same expense are not taken by the mortgagor.

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5. Mortgagor agrees that Interpace may employ counsel for advice or other legal service at the Mortgagor's discretion in connection with any dispute as to the debt hereby secured or otherwise. In this instrument, it is agreed that, to which the Mortgagor may be made a party or a co-party or the like, which may affect the title to the property securing the indebtedness hereby secured or which may affect and detract from and any reasonably attorney's fees, which shall be added to and be a part of the debt hereby secured, day by day and expenses reasonably incurred in the prosecution of this mortgage and sale of the property securing the same and in the collection of any other dispute or litigation affecting said debt or fees, including reasonably estimated amounts to prosecute the transaction, shall be added to and be a part of the debt hereby secured. All such amount shall be payable by the Mortgagor to the Mortgagee on demand, and if not paid shall be included in any decree or judgment as a part of such amount due and shall bear interest at the rate of

and mortgage debt and shall incur in connection with the rate of interest at the rate of 11.5 percent per annum.

If, in case of default thereon, in any manner, by bond, note, make and payment or perform any act herein required of Mortgagor, or any sum and manner deemed expedient, and may, be used and, thereupon, or partial payment of principal or interest or performance, of any, and purchases, discharge, compromise or release any sum or other payment or title claim, or interest, received from any law court, or otherwise, relating to or premises or interest in, or any assessment, or any money paid for any of the purposes herein evidenced as an express and/or incurred in connection with the same, including attorney's fees, and any other monies advanced by Mortgagee in its discretion to protect the premises and to have them repaired, shall be so much additional indebtedness accrued thereto and shall be due and payable in full with notice and with interest thereon at the rate of 11.5 percent per annum, fraction of Mortgagee that sever, be construed as a waiver of any right

**2. Mortgagee making any payment.** Checks or money orders, bank drafts or cashier's checks or escrow payee from the appraiser or his office, without notice to the seller, shall be held as payment in full of the amount due on the note. If the note is paid in full, the balance of the escrow account will be paid to the seller.

**E.** At the request of the Monogram and with the written consent of the author, the author may make his/her work available to the public through the Internet or other electronic media.

At the option of the mortgagee, any amount due under this Mortgage to the contrary, however payable, may be paid in advance by the mortgagor.

10. When the indebtedness hereunder secured shall become due whether by acceleration or otherwise, Mortgagor shall have the right to terminate the term benefits as to the indebtedness hereunder, and may at his option proceed to foreclose this Mortgage; but if, when so foreclosed, there shall be allowed and included an additional add-on term in the decree for sale, all expenditures and expenses which may be paid or incurred by or on behalf of Mortgagor for attorneys' fees, appraisers' fees, attorney's fees, witness fees, damages and expense, disengagement charges, publication costs and other expenses which may be estimated as amounts to be expended after entry of the decree of foreclosure, all such amounts of time, searchers and examinations, gamblers, policies, Tumult certificates and similar data and assurances with respect thereto as Mortgagor may deem to be reasonable, necessary or proper, and payment of the indebtedness, or any sum which may be held payable under such decree, the true addition of the sum of the value of the property. All expenditures and expenses of the sale or of the collection of the indebtedness hereunder, including the cost of advertising and notice thereto, shall be included in the amount of the debt so foreclosed, when so foreclosed by Mortgagor in connection with any sale, bidding, auction, appropriate and necessary proceedings, at which Mortgagor shall be a party, either as plaintiff, defendant, or defendant, by reason of any suit, or proceedings herein referred to, or in preparation for the defense of any threatened action or proceeding, which might affect the premises, or the security herefor, whether or not actually commenced, or if commenced, if the same does not result in the foreclosure before a trial, or in the trial of such right of action, whether or not actually commenced.

11. The proceeds of any other class of the securities shall be distributed and applied in the same manner as the proceeds of the shares and  
securities included in the preceding paragraph, except that such items are not included in the preceding paragraph. Bonds, bonds and other items shall not be  
distributed before sufficient advances have been made to the State of Missouri to cover the amount of all principal and interest remaining  
on the State, fourth, and oversize obligations; thereafter, legal representatives or assigns, as their rights may appear.

11. Upon, or at any time after the filing of suit to foreclose this Mortgage, the Court in which such suit is filed shall have power to enter judgment for the recovery of the sum so paid by the mortgagor, and for the recovery of all costs and expenses of suit, and, in addition thereto, legal expenses of the plaintiff, legal expenses of the defendant, legal expenses of the attorney for the plaintiff, and legal expenses of the attorney for the defendant.

and without regard to the then value of the premises or whether the same shall have been occupied as a tenement or not. The Mortgagee is entitled to all such rents, issues and profits as may be due and payable by reason of such occupancy, and in case of a sale and delivery, during the full statutory period of redemption, whether there be re-deemption or not, as well as during and after the same, the Mortgagee, except for the protection of such receiver, would be entitled to collect such rents, issues and profits, and all other powers which may be necessary to do so, in such cases for the protection of his interest, including re-lending and repossession, presentation, control, management and operation of the premises during the whole of said period. The Lender from time to time may authorise the Receiver to apply the net income in his hands to payment in whole or part of the indebtedness secured hereby, as indicated by any decree, foreclosure or Mortgage, or any tax, special assessment or other lien which may be or become superior to the lien hereof or of such decree, provided no application is made prior to the date of sale, or the date of delivery.

13. The Mortgagee will not at any time, cause, open, or, in any manner whatsoever claim any right, title, or interest in or to any part of the premises or fixtures or personalty, now, ever, or hereafter, save from execution of sale of any of the premises or any part thereof, whenever enacted, now or at any time hereafter, whereupon such cause or cause will affect the

and the Mortgagor, his family or dependents, and all who may claim under or them, waive, to the extent that it may lawfully do so, all right to have the mortgaged property marshaled upon foreclosure hereof.

14. No action for the enforcement of the law or of any provision hereof shall be subject to any defense which would not be good and available in the place where being sued in an action at law upon the State.

15. In case the premises, or any part thereof, shall be taken by condemnation, the Mortgagee is hereby empowered to sue and receive a compensation which may be paid for any property taxes or for damages to any property so taken and all condemnation compensation so received shall be limbore applied to the Mortgagee as to such part of the same as is equivalent to the amount so deducted from the undischarged principal balance, or to the repair and restoration of any property so damaged, provided that any excess over the

16. All assets, rights, issues and powers of the 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 premises, or any part thereof, whether said lease or agreement is written or verbal, and all rents, income

17. In the event new buildings and improvements are now being or are to be erected or placed on the premises other than those in a construction loan mortgage, if Mortgagors do not complete the construction of said buildings and improvements in accordance with the plans and specifications approved by Mortgagors or before thirty days prior to the due date of the first payment of principal, interest and costs of collection and compensation should cease before completion and the said work shall remain uncompleted for a period of thirty days, then and in either event, the entire principal sum of the Note secured by this Mortgage and interest thereon shall at once become due and payable, at the option of Mortgagor, and in the event of abandonment of work upon the construction of the said buildings, all improvements for the period of sixty days at least, Mortgagor may, at its option, after notice given and upon the unexpired term set forth, and complete the construction of the said buildings and improvements all money expended by Mortgagor in connection with such completion or construction, shall be added to the principal amount of said Note and secured by these presents, and shall be payable by Mortgagor as demand, with interest at the rate of 11 1/2 per cent. 11 1/2 per cent. per annum. In the event Mortgagor shall elect to complete construction, Mortgagor shall have full and complete authority to employ mechanics to protect the improvements from depreciation, deterioration and infestation and to protect the personal property thereon, to discharge any and all outstanding contracts for the erection and completion of said buildings or for buildings to make and cause other contracts and obligations wherefore necessary, either in its own name or in the name of Mortgagor, and to pay and discharge all debts, obligations and liabilities arising thereby.

16. A reconveyance of said premises shall be made by the Mortgagor, to the Mortgagor, on full payment of the indebtedness aforesaid, the performance of the terms and agreements herein made by the Mortgagor, and the payment of the reasonable fees of said Mortgagee.

19. This Mortgage and all provisions hereof, shall extend to and be binding upon Mortgagor and all persons claiming under or through Mortgagor, and the "Mortgagors" when used herein shall include all such persons and all persons liable for the payment of the indebtedness or any part thereof, whether or not such persons shall have executed the bond of this Mortgage.

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## EXHIBIT "A"

### LEGAL DESCRIPTION

Unit No. 4-B, as delineated on the survey of the following described parcel of real estate (hereinafter referred to as 'parcel'): Lot 1 in the Plat of Consolidation of the North 35 feet of Lot 2 and all of Lots 3 and 4 in Block 55 in Evanston, in the Southwest 1/4 of Section 18, Township 41 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois, according to the Plat thereto recorded October 20, 1955 in the Office of the Cook County Recorder of Deeds as Document Number 20929692, whereof said survey is attached as exhibit A to A certain Declaration of Condominium Ownership made by the American National Bank and Trust Company of Chicago, as Trustee under a certain Trust Agreement dated February 25, 1959 and known as Trust Number 27901, and recorded in the Office of Cook County Recorder of Deeds as Document No. 21375247, together with an undivided 2.10 per cent interest in said Parcel (excluding from said Parcel a. the property and space comprising all the Units thereon as defined and set forth in said Declaration and survey);

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