

# UNOFFICIAL COPY

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

86265850

## 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 & 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 180 successive monthly installments commencing AUGUST 1, 1986, 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 P41 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 from the Mortgagors to or to the order of said Note to the Assignee of the Mortgagee (with the term of this mortgage, howsoever created, intended, evidenced, acquired or arising, whether under the Note or this mortgage or under any other instrument, obligation, contract or agreement of any and every kind now or hereafter existing or to be 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 by and between the parties here to, and including all present and future indebtedness incurred or arising by reason of the guarantee to Mortgagee by Mortgagors or any of them of present or future indebtedness or obligations of third parties to Mortgagee, and all present and future indebtedness originally owing by Mortgagors or any of them to third parties and assumed by 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 Mortgagors to be performed, and also in consideration of One Dollar in hand paid, the receipt whereof is hereby acknowledged, do by these presents Mortgage and Warranty 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. COOK

DEPT-01 RECORDING \$12.25  
T#1449 TRAM 0471 98/21/86 14 32:00  
#3710 # D \* 435-265850  
COOK COUNTY RECORDER

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

TOGETHER with all improvements, tenements, easements, fixtures and appurtenances thereto belonging, and all rents, issues and profits thereof, so long and during all such times as Mortgagee may be entitled thereto, which are placed to remain in a party with said real estate and in its entirety, and all apparatus, equipment or articles now or hereafter therein or thereon used to supply heat, gas, air conditioning, water, electric power, refrigeration (whether single units or centrally controlled), and ventilation, including without restriction, the foregoing, screens, window shades, storm doors and windows, floor coverings, radiator beds, awnings, stairs and water heaters. All of the foregoing are declared 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 hereafter placed on the premises by the Mortgagee or their successors shall be considered as constituting part of the real estate.

I DO HAVE AND DO HOLD the premises into the Mortgagee, its successors and assigns, for the purpose herein expressed, free from all claims and benefits under and by virtue of the Homestead Exemption Laws of the State of Illinois, which said claims and benefits the Mortgagee do hereby 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 deposits, for acceleration of maturity of the Note and foreclosure hereof in case of default and for the allowance of Mortgagee's attorney 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

Alberto Foschi, M.D. Velia Foschi  
SEAL 12.00 MAIL SEAL

STATE OF ILLINOIS: the undersigned a Notary Public in and for the County of Cook, Illinois, do hereby certify that Alberto Foschi, M.D. and Velia Foschi, his wife County of Cook who 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 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 26th day of June, A.D. 1986.

This document prepared by Mina Gaspich  
GLADSTONE-NORWOOD TRUST & SAVINGS BANK, CHGO., ILL.

Thomas J. [Signature]  
Notary Public

NAME ALBERTO FOSCHI  
STREET 5200 N. CENTRAL AVENUE  
CITY CHICAGO, ILLINOIS  
60630  
RECORDERS OFFICE BOX NO. 34

FOR RECORDERS INDEX PURPOSES INSERT STREET ADDRESS OF ABOVE DESCRIBED PROPERTY HERE  
1500 Oak, 4-B  
Evanston, IL, 60201

L7A14-51816 CY/00-1 2093

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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 thereof recorded October 20, 1955 in the Office of the Cook County Recorder of Deeds as Document Number 20929692, which 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, 1968 and known as Trust Number 27521, and recorded in the Office of Cook County Recorder of Deeds as Document No. 31275247, together with an undivided 2.10 per cent interest in said Parcel (excepting from said Parcel all the property and space comprising all the Units therein as defined and set forth in said Declaration and survey);

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816-2658550

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