

UNOFFICIAL COPY

MORTGAGE 630296 86302960

THIS INDENTURE WITNESSETH That the undersigned, Thomas L. Hogan and Cathleen C. Hogan,  
his wife

of City of Chicago, County of Cook State of  
Illinois, hereinafter referred to as the Mortgagors, do hereby convey and Warrant to the  
Oak Trust and Savings Bank, an Illinois Banking corporation having an office and place  
of business at 1000 North Rush Street, Chicago, Illinois 60611, hereinafter referred to as  
the Mortgagee the following real estate situate in the County of Cook, State of  
Illinois to-wit:

UNIT 637-1 AS DELINEATED ON THE SURVEY OF THE FOLLOWING DESCRIBED  
PARCEL OF REAL ESTATE (HEREINAFTER REFERRED TO AS "PARCEL"):  
LOTS 1, 2 AND 3 (EXCEPT THE SOUTH 6 FEET FOR ALLEY) IN SEEGLITZ AND  
BECK'S RESUBDIVISION OF LOT SOUTH 1, 2, 3, 4 AND 5 AND THE NORTH 1/2  
OF LOT 6 IN BLOCK 1 TOGETHER WITH LOTS 4, 5, 6, 7, AND 8 IN THE WEST  
1/2 OF SUB-BLOCK 2 ALL IN THE EAST 1/2 OF B2 OF SHEFFIELD'S ADDITION  
TO CHICAGO IN THE WEST 1/2 OF THE SOUTH WEST 1/4 OF SECTION 33,  
TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN  
COOK COUNTY, ILLINOIS WHICH SURVEY IS ATTACHED AS EXHIBIT "A" TO THE  
DECLARATION OF CONDOMINIUM MADE BY CENTRAL NATIONAL BANK IN CHICAGO,  
A NATIONAL BANKING ASSOCIATION AS TRUSTEE UNDER TRUST AGREEMENT DATED  
MAY 1, 1978 AND KNOWN AS TRUST NUMBER 23166 RECORDED IN THE OFFICE OF  
THE RECORDER OF DEEDS OF COOK COUNTY, ILLINOIS ON SEPTEMBER 1, 1978  
AS DOCUMENT 24610246 TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST  
IN SAID PARCEL (EXCEPTING FROM SAID PARCEL ALL THE PROPERTY AND SPACE  
COMPRISING ALL THE UNITS THEREOF AS DEFINED AND SET FORTH IN SAID  
DECLARATION AND SURVEY) IN COOK COUNTY, ILLINOIS.

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laws of the State of Illinois, which said rights and benefits said Mortgagors do hereby  
release and waive.

This Mortgage is given to secure: (1) The payment of a certain indebtedness payable  
to the order of the Mortgagee, evidenced by the Mortgagors' Note of even date herewith in  
the Principal sum of THIRTY-FIVE THOUSAND AND NO/100 and  
/100 dollars (\$ 35,000.00), together with interest in accordance with the  
terms thereof; (2) Any additional advances made by the Mortgagee to the Mortgagors or their  
successors in title, prior to the cancellation of this mortgage, and the payment of any  
subsequent Note evidencing the same, in accordance with the terms thereof.

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It is the intention hereof to secure the payment of the total indebtedness of the  
Mortgagors to the Mortgagee within the limits prescribed herein whether the entire amount  
shall have been advanced to the Mortgagors at the date hereof or at a later date or having  
been advanced shall have been paid in part and future advances thereafter made. All such  
future advances so made shall be liens and shall be secured by this mortgage equally and to  
the same extent as the amount originally advanced on the security of this mortgage, and it  
is expressly agreed that all such future advances shall be liens on the property herein  
described as of the date hereof.

THE MORTGAGORS COVENANT: (1) The term "indebtedness" as herein used shall include  
all sums owed or agreed to be paid to the Mortgagee by the Mortgagors or their successors  
in title, either under the terms of said Note as originally executed or as modified and  
amended by any subsequent Note, or under the terms of this mortgage or any supplement  
thereto or otherwise; (2) To repay to the Mortgagee the indebtedness secured hereby, whether  
such sums shall have been paid or advanced at the date hereof or at any time hereafter;  
(3) To pay when due all taxes and assessments levied against said property or any part  
thereof, and to deliver receipts therefor to the Mortgagee promptly upon demand; (4) To  
keep the buildings and improvements situated on said property continually insured against  
fire and such other hazards, in such amount and with such carrier as the Mortgagee shall  
approve, with loss payable to the Mortgagee as interest may appear; (5) Neither to commit  
nor to suffer any strip, waste, impairment or deterioration of the mortgaged premises or  
any part thereof, and to maintain the mortgaged premises in good condition and repair;  
(6) To comply with all applicable laws, ordinances, rules and regulations of any nation,  
state or municipality, and neither to use nor to permit the property to be used for any  
unlawful purpose; (7) To keep the mortgaged premises free from liens superior to the lien  
of this mortgage, except as aforesaid, and to pay when due any indebtedness which may be  
secured by lien or charges on the premises superior to the lien hereof; (8) That no sale

This Instrument was Prepared by:  
William T. O'Neil, Attorney-at-Law  
1000 North Rush Street  
Chicago, Illinois 60611

OAK TRUST AND SAVINGS BANK  
1000 NORTH RUSH STREET  
CHICAGO, ILLINOIS 60611

000000000

This Mortgage is given to  
Secure Oak Trust and Savings  
Bank Loan # 3414

Oak Trust and Savings Bank  
1000 N. Rush Street  
Chicago, Illinois 60611

MAIL TO:



DEPT-92 RECORDING \$18.00  
TR4444 TRAM 0277 07/18/86 00:05:41  
# D \* 04-302960  
COOK COUNTY RECORDER

Notary Public

MY COMMISSION EXPIRES OCT. 17, 1988  
CECILIA A. WASH, NOTARY PUBLIC

*[Handwritten signature]*

I, a Notary Public, in and for the said county in the state aforesaid do hereby  
personally known to me to the same person whose name  
and acknowledged to the foregoing instrument appeared before me this day in person  
the release and waiver of the right of homestead.

20th day of June 1986  
IN WITNESS WHEREOF the Mortgagors have hereunto set their hands and seals this  
A.D. 19 86.

ACKNOWLEDGMENT

STATE OF ILLINOIS )  
COUNTY OF Cook )  
ss:

(Seal)

(Seal)

(Seal)

Cathleen C. Hogan

Thomas L. Hogan

*[Handwritten signatures of Cathleen C. Hogan and Thomas L. Hogan]*

or conveyance of said property will be made without the prior written consent of the  
Mortgagee; (9) That time is of the essence of this mortgage and of the Note secured hereby  
and no waiver of any right or obligation hereunder or of the obligation secured hereby shall  
at any time thereafter be held to be a waiver of the terms hereof, or of any Note secured  
hereby, and that the lien of this mortgage shall remain in full force and effect during  
any postponement or extension of the time of payment of the indebtedness or any part thereof  
secured hereby; (10) That in the event the ownership of the mortgaged premises or any part  
thereof becomes vested in a person or persons 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 indebtedness hereby secured in the same manner as  
with Mortgagee; (11) That upon the commencement of any foreclosure proceeding here to the  
court in which such suit is filed may at any time, either before or after sale and without  
notice to the Mortgagee, appoint a receiver with power to manage, rent and 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  
either before or after any foreclosure sale, may be applied toward the payment of the indub-  
tedness or any deficiency decree, costs, taxes, insurance or other items necessary for the  
protection and preservation of the property, including the expenses of such receivership;  
and upon foreclosure and sale of said premises there shall first be paid out of the proceeds  
of such sale a reasonable sum for plaintiff's attorneys' fees, and all expenses of adver-  
tising, selling and conveying said premises, all sums advanced for court costs, any taxes  
or other liens or assessments, or title costs, master's fees and costs of procuring or  
completing an abstract of title, title guaranty policy or Torrens Certificate showing the  
complete title of said premises, including the foreclosure decree and Certificate of Sale;  
there shall next be paid the indebtedness secured hereby, and finally the overplus, if any,  
shall be returned to the Mortgagee. The purchaser at said sale shall have no duty to see  
to the application of the purchase money.

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*[Handwritten signature]*  
**MAILED**

UNOFFICIAL COPY

1000 NORTH RUSH STREET  
CHICAGO, ILLINOIS 60611

OAK TRUST AND SAVINGS BANK

This Instrument was prepared by  
William T. O'Neil, Attorney-at-Law  
1000 North LaSalle Street  
Chicago, Illinois 60611

THE MORTGAGORS COVENANT: (1) The term "indebtedness" as hereinafter used shall include all sums owed or agreed to be paid to the Mortgagors by the Mortgagors or their successors in title, either under the terms of said Note as originally executed or as modified and amended by any subsequent Note, or under the terms of this mortgage or any supplement thereto or otherwise; (2) To repay to the Mortgagors the indebtedness secured hereby, whether such sums shall have been paid or advanced at the date hereof or at any time hereafter; (3) To pay when due all taxes and assessments levied against said property or any part thereof, and to deliver receipts therefor to the Mortgagors promptly upon demand; (4) To keep the buildings and improvements situated on said property continually insured against fire and such other hazards, in such amount and with such carrier as the Mortgagors shall approve, with loss payable to the Mortgagors as interest may appear; (5) Neither to commit nor to suffer any strip, waste, impairment or deterioration of the mortgaged premises or any part thereof, and to maintain the mortgaged premises in good condition and repair; (6) To comply with all applicable laws, ordinances, rules and regulations of any nation, state or municipality, and neither to use nor to permit the property to be used for any unlawful purpose; (7) To keep the mortgaged premises free from liens superior to the lien of this mortgage, except as aforesaid, and to pay when due any indebtedness which may be secured by lien or charges on the premises superior to the lien hereof; (8) That no sale

It is the intention hereof to secure the payment of the total indebtedness of the Mortgagors to the Mortgagors within the limits prescribed herein whether the entire amount shall have been advanced to the Mortgagors at the date hereof or at a later date or having been advanced shall have been paid in part and future advances thereafter made. All such future advances so made shall be secured by this mortgage equally and to the same extent as the amount originally advanced on the security of this mortgage, and it is expressly agreed that all such future advances shall be liens on the property herein described as of the date hereof.

This mortgage is given to secure: (1) The payment of a certain indebtedness payable to the order of the Mortgagors, evidenced by the Mortgagors' Note of even date herewith in the principal sum of THIRTY-FIVE THOUSAND AND NO/100 and together with interest in accordance with the terms thereof; (2) Any additional advances made by the Mortgagors to the Mortgagors or their successors in title, prior to the cancellation of this mortgage, and the payment of any subsequent Note evidencing the same, in accordance with the terms thereof.

TO HAVE AND TO HOLD the said property unto said Mortgagors forever, for the uses and purposes herein set forth, free from all rights and benefits under the Homestead Exemption Laws of the State of Illinois, which said rights and benefits said Mortgagors do hereby release and waive.

all appurtenances, apparatus and fixtures and the rents, issues and profits thereof, of every name, nature and kind.

TOGETHER WITH all the buildings and improvements now or hereafter erected thereon and ADDRESS: 67 West Armitage, Chicago, Ill. Unit 637-1  
TAX ID. # 17-39-302-186-1004

SEE LEGAL DESCRIPTION ATTACHED HERETO AND MADE A PART HEREOF.

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RECORDED

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*old*

86-302560

or conveyance of said property will be made without the prior written consent of the Mortgagee; (9) That time is of the essence of this mortgage and of the Note secured hereby and no waiver of any right or obligation hereunder or of the obligation secured hereby shall at any time thereafter be held to be a waiver of the terms hereof, or of any Note secured hereby, and that the lien of this mortgage shall remain in full force and effect during any postponement or extension of the time of payment of the indebtedness or any part thereof secured hereby; (10) That in the event the ownership of the mortgaged premises or any part thereof becomes vested in a person or persons other than the Mortgagors, the Mortgagee may without notice to the Mortgagors deal with such successor or successors in interest with reference to this mortgage and the indebtedness hereby secured in the same manner as with Mortgagors; (11) That upon the commencement of any foreclosure proceeding hereto the court in which such suit is filed may at any time, either before or after sale and without notice to the Mortgagors, appoint a receiver with power to manage, rent and 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 either before or after any foreclosure sale, may be applied toward the payment of the indebtedness or any deficiency decree, costs, taxes, insurance or other items necessary for the protection and preservation of the property, including the expenses of such receivership; and upon foreclosure and sale of said premises there shall first be paid out of the proceeds of such sale a reasonable sum for plaintiff's attorneys' fees, and all expenses of advertising, selling and conveying said premises, all sums advanced for court costs, any taxes or other liens or assessments, or title costs, master's fees and costs of procuring or completing an abstract of title, title guaranty policy or Torrens Certificate showing the complete title of said premises, including the foreclosure decree and Certificate of Sale; there shall next be paid the indebtedness secured hereby, and finally the overplus, if any, shall be returned to the Mortgagors. The purchaser at said sale shall have no duty to see to the application of the purchase money.

If there be only one mortgagor, all plural words herein referring to Mortgagors shall be construed in the singular.

IN WITNESS WHEREOF the Mortgagors have hereunto set their hands and seals this 20th day of June A.D. 19 86.

Thomas L. Hogan (Seal)  
 Thomas L. Hogan  
Cathleen C. Hogan (Seal)  
 Cathleen C. Hogan (Seal)

STATE OF ILLINOIS )  
 )  
 COUNTY OF Cook )

### ACKNOWLEDGMENT

I, a Notary Public, in and for the said county in the state aforesaid do hereby certify that Thomas L. Hogan and Cathleen C. Hogan, his wife personally known to me to the same person whose name 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 own free and voluntary act for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

Given under my hand and Notarial Seal this 20th day of June A.D. 19 86.

Cecilia A. Walsh  
 Notary Public  
 MY COMMISSION EXPIRES OCT. 17, 1986  
 CECILIA A. WALSH, NOTARY PUBLIC

COOK COUNTY RECORDER  
 86-302560 \* D # 10595  
 14447 TOWN 077/10/87 10:58:00  
 091-9 RECORDING  
 \$12.25

### MAIL TO:

Oak Trust and Savings Bank  
 1000 N. Rush Street  
 Chicago, Illinois 60611

This Mortgage is Given to  
 Secure Oak Trust and Savings  
 Bank Loan # 3414



86-302560