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MORTGAGE

86357442

Gregory S. Martin and ~~Michael A. Martin~~ AND JOAN MARTIN, HIS

WIFE,

AND MICHAEL A.

MARTIN AND

EVETTE MARTIN, HIS WIFE

of the _____ of _____ County of _____ State of _____ Illinois
hereinafter referred to as Mortgagor, does hereby mortgage and warrant to Golf Mill State Bank
_____, a n Illinois banking association, having as its principal office in the Village of Niles
_____. County of Cook, State of Illinois, hereinafter referred to as the Mortgagee, the following
real estate in the County of Cook, in the State of Illinois, to wit:

Lot 10 (except the west 5 feet thereof) and the west 12 feet of lot 11
in block 6 in River Grove estates being a subdivision in the North East
1/4 Of Section 26, Township 40 North, Range 12 East of the Third Principal
Meridian, in Cook County, Illinois.

PTN: 12-26-206-056-0000 *[Signature]*

Commonly known: 8319 O'Connor Drive
River Grove, IL 60171

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COOK COUNTY, ILLINOIS
RECORD OF DEEDS

1986 AUG 15 PM 2:16

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commonly known as: _____

Together with all buildings, improvements, fixtures or appurtenances now or hereafter erected hereon or placed therein, 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 windows, floor coverings, screen doors, in-a-door beds, awnings, stoves, water heaters, refrigerators, washing machines, clothes dryers, and all other such appliances (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, unto said Mortgagee forever for the uses 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 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 Seventy One Thousand Four Hundred Eighty Five Dollars (\$ 171,485.00), which Note, together with interest thereon as therein provided, is payable in monthly instalments of Five Hundred Seventy principal plus interest Dollars (\$570 plus Interest) commencing the 9th day of August, 1986, which payments are to be applied, first, to interest, then to any unpaid escrow and the balance to principal, until said indebtedness is paid in full; (2) The performance of other agreements in said Note, which is hereby incorporated herein and made a part hereof, and which provides, among other things, for an additional monthly payment of one-twelfth (1/12) of the estimated annual taxes (unless the Mortgagor has pledged an interest bearing savings account to satisfy estimated taxes) assessments, insurance premiums and other charges upon the mortgaged premises; (3) any future advances as hereinafter provided; and (4) 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

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those theretofore 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 and such other insurance as the Mortgagee may require, until said indebtedness is fully paid, or in case of foreclosure, until expiration of the period of redemption, for the full insurable value thereof, in such companies 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 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 redemptioner, or any grantee in a Master's or Commissioner's deed; 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 and releases required of it to be signed by the Mortgagee for such purpose; 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) To comply with the provisions of any lease if this Mortgage is on a leasehold; (7) To perform all obligations under any declaration, covenant, by-laws, regulations, and constituent documents governing said premises if the Mortgage is on a condominium or a planned unit development; (8) 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; (9) To comply with all requirements of law with respect to mortgaged premises and the use thereof; (10) 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, additions, demolition, removal or sale of any 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, or any apparatus, fixtures or equipment to be placed in or upon any buildings or improvements on said property; (11) To complete within a reasonable time any buildings or improvements now or at any time in process of erection upon the said premises; (12) To appear in and defend any proceeding which in the opinion of the Mortgagee affects its security hereunder, and to pay all costs, expenses and attorney's fees incurred or paid by the Mortgagee in any proceeding in which it may be made a party defendant by reason of the Mortgage.

B. That in case of failure to perform any of the covenants herein, Mortgagee may do on Mortgagor's behalf everythings 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 Prime + 2% per cent per annum 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 here 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.

C. That it is the intent hereof to secure payment of said Note whether the entire amount shall have been advanced to the Mortgagor at the date hereof or a later date or having been advanced shall have been paid in part and further advances made at a later date.

D. That in the event the ownership of said property or any part thereof becomes vested in a person other than the Mortgagor, the Mortgagee may, without notice to the Mortgagor, deal with such successors' interest with reference to this Mortgage and the debt hereby secured in the same manner as with the Mortgagor, and may forbear to sue or may extend time for payment of the debt, secured hereby, without discharging or in any way affecting the liability of the Mortgagor hereunder or upon the debt hereby secured.

E. In the event the undersigned transfers the title or any part thereof or any interest therein, legal or equitable, or if the undersigned executes Articles of Agreement for Deed, a Contract of Sale for the property described in this Mortgage, or upon assignment of the beneficial interest of the trust under which title to said property is or shall be held, to any person, corporation, or entity other than to the undersigned, the then balance of principal and interest hereunder remaining unpaid shall immediately become due and payable, and upon demand by the holder of the Note, the undersigned promises to pay the same forthwith.

F. That time is of the essence hereof, and if default be made in performance of any covenant herein contained or in making any payment under said Note or obligation or any extension or renewal thereof, or if proceedings be instituted to enforce any other lien or charge upon any of said property, or upon the filing of a proceeding in bankruptcy by or against the Mortgagor, or if the Mortgagor shall make an assignment for the benefit of his creditors or if his property be placed under control or in custody of any court, or if the Mortgagor abandons any of said property or in the event of the transfer of, or agreement to transfer, any right, title or interest in said property or any portion thereof, or if the Mortgagor fails to complete within a reasonable time, any building or buildings now or at any time in process of erection upon said premises, or if Mortgagor defaults in the performance or payment of any other obligation or loan to

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1. All easements, issues and profits of said premises are pledged, assigned and transferred to the mortgagor.
whether now due or hereafter to become due, under or by virtue of any lease of agreement of occupancy of said property, or any part thereof, whether said lease or agreement is written or verbal, and this assignment shall not be deemed merged in any foreclosure, issues and profits on a party with said real estate and no secondarily and such pledge shall (a) to pledge said rents, issues and profits of any nature of any kind, and this assignment hereby
not be deemed merged in any foreclosure, issues and agreements of any kind, and this assignment hereby
mortgagee of all such leases and agreements, and (b) to establish an absolute transfer and assignement to the
either before or after foreclosure sale, to enter upon and take possession of, manage, maintain and operate said
premises, or any part thereof, make leases for terms deemed advantageous to it, terminate or modify existing or
future leases, collect said avails, rents, issues and profits, regardlesss of when earned, and use such measures whether
legal or equitable as it may deem proper to enforce collection thereof, employ renting agents or other employees,
alter or repair said premises, buy furnishings and equipments and in general adequate
fire and extended coverage and other forms of insurance as may be deemed advisable and in general exercise all
powers ordinarily incident to absolute ownership, advance of borrow money necessary for any purpose herein stated
to secure which a lien is hereby created on the mortgaged premises and on the income thereof prior
to the lien of any other indebtedness thereby secured, and out of the income retain reasonable compensation for
itself, pay insurance premiums, taxes and assessments of every kind including attorney's fees,
incurred in the exercise of the powers herein given, and from time to time apply any balance of income including attorney's fees,
discarged for the aforesaid purposes, first on the interest and then on the principal of the indebtedness here-
by secured, before or after any decree of foreclosure, and on the proceeds of sale, if any, whether
here be a decree in person or otherwise of any kind, and the indebtedness secured hereby is paid, and the mortgagor,
hereinafter referred to as the "debtor".

H. In case the mortgaged property, or any part thereof, shall be taken by condemnation, the Mortgagee is hereby empowered to collect and receive all compensation which may be paid for any property taken or for damages to any property not taken and all condemnation compensation shall be held with application to the indemnity so provided in the instrument of conveyance.

G. That upon the commencement of any foreclosure proceeding heretunder, the court in which such bill is filed may, at any time, either before or after sale, and without notice to the mortgagor, or any party claiming under him, and without regard to the then value of said premises, or whether the same shall then be occupied by the owner of the equity of redemption as a homestead, appoint a receiver with power to manage and rent and to collect the rents, issues and profits of said premises during the period, when collected, may be applied before as well as after the sale, towards the payment of the principal sum or note, and until the receiver has been appointed, or on any deficiency decree rendered, until the expiration of the statutory period, and no later than the date of sale, but if no cause be issued, until the expiration of the statutory period during which it may be issued, and no later than the date of sale, unless and upon foreclosure of said premises, there shall be allowed and expended as an additional indemnity to the plaintiff to the extent of all expenses and expenditures together with interest thereon at the rate of $2\frac{1}{2}$ % per annum, which may be paid or incurred by or on behalf of the mortgagor for attorney's fees, mortgagee's fees, appraisal fees, court costs, public service costs and costs (which may be estimated as to and include items to be paid after the entry of the decree) of procuring all such abstracts of title, title searches, examinations and reports, expended for fees, court costs, public service costs and costs (which may be estimated as to and include items to be necessary either to prosecute such suit or to evidence to bidders at any sale held pursuant to title as mortgagee may reasonably deem necessary, to rents certificated and similar, data and assurances with respect to little as to which defendant may be liable to or valuable of said promises; all of which alreysaid amounts together with interest as herein provided shall be upbly proceedings to which either party hereof shall be a party by reason of this Note hereby immedately due and payable by the mortgagor, in connection with (a) any proceeding, including probable or bank-secured; or (b) preparations for the commencement of, any suit for the foreclosure hereof after the accrual of the right to foreclose, whether or not actually commenced; or (c) preparations for the defense of or intervention in any foreclosure all of the above-mentioned items, then the entire indebtedness, whether due and payable by the terms hereof or not actually commenced. In the event of a foreclosure sale, if said premises therefor shall be paid out of the proceeds thereof all of the above-mentioned items, the entire indebtedness, whether due and payable by the terms hereof or not, and the interest due thereon up to the time of such sale, and the costs of the proceedings, if any, shall be paid to the mortgagor, and the purchaser shall not be obligated to see to the application of this purchase money.

The Mortgagor, then and in any of said events, the Mortgagor is hereby created or the Priority of said lien or any right of the Mortgagor hereunder, to declare, without affecting the lien hereby created or the Priority of said lien or any right of the Mortgagor hereunder, to empower, at its option, and without notice all sums secured hereby immediately due and payable, whether or not such default be remedied by the Mortgagor, and apply toward the payment of said Mortgage any indebtedness of said Mortgagor and the Mortgagor and the Mortgagor may be made of the premises en masse without offering the several parts separately. That in the event that the owner-ship of said property, or any part thereof, becomes vested in a person other than the Mortgagor and any part of the sums secured hereby remain unpaid, and in the further event that the Mortgagor does not elect to declare such sums immediately due and payable, the Mortgagor shall pay a reasonable fee to the Mortgagor to cover the cost of amendment.

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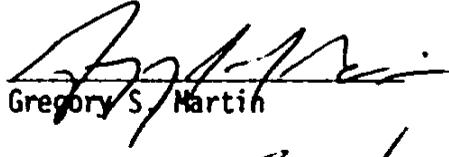
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RIDER TO MORTGAGE DATED July 9, 1986

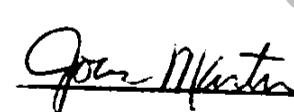
MADE BY Gregory S. Martin and Michael A. Martin

TO GOLF MILL STATE BANK.

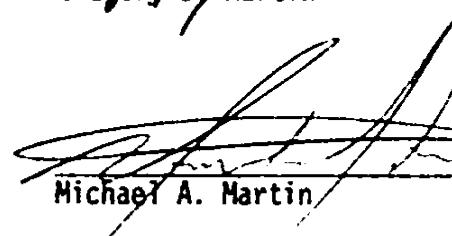
- L. MORTGAGOR(S) HEREBY WAIVE(S) ANY AND ALL RIGHTS OF REDEMPTION FROM SALE UNDER ANY ORDER OR DECREE OF JUDGMENT OF FORECLOSURE OF THIS MORTGAGE ON ITS OWN BEHALF AND ON BEHALF OF EACH AND EVERY PERSON, EXCEPT DECREE OR JUDGMENT CREDITORS OF THE MORTGAGOR(S) ACQUIRING ANY INTEREST OR TITLE TO THE PREMISES SUBSEQUENT TO THE DATE OF THIS MORTGAGE.
- M. THE PROCEEDS OF THE LOAN SECURED HEREBY WILL BE USED FOR THE PURPOSE SPECIFIED IN PARAGRAPH 6404 (1) (C) OF CHAPTER 17 OF THE ILLINOIS REVISED STATUTES (1983); THAT THE LOAN SECURED HEREBY CONSTITUTES A BUSINESS LOAN WITHIN THE MEANING OF SAID PARAGRAPH AND THAT, ACCORDINGLY, THE LOAN SECURED HEREBY IS EXEMPT FROM THE ILLINOIS USURY REQUIREMENTS.
- N. THE NOTE SECURED HEREBY IS FURTHER SECURED BY ALL LEASEHOLD IMPROVEMENTS AND STRUCTURAL IMPROVEMENTS, INCLUDING BUT NOT LIMITED TO ALL INVENTORY OF THE UNDERSIGNED OF EVERY DESCRIPTION, ALL MACHINERY, EQUIPMENT, FURNITURE AND FIXTURES, WHETHER NOW OR HEREAFTER EXISTING OR ACQUIRED OR OWNED, NOW OR HEREAFTER LOCATED UPON OR USED IN CONNECTION WITH OR ACQUIRED FOR USE IN CONNECTION WITH THE REAL ESTATE HEREIN DESCRIBED AS EVIDENCED BY A SECURITY AGREEMENT BEARING EVEN DATE HEREWITHE MADE BY THE UNDERSIGNED TO GOLF MILL STATE BANK ("SECURITY AGREEMENT"). ANY DEFAULT UNDER THE "SECURITY AGREEMENT" SHALL CONSTITUTE A DEFAULT HEREUNDER.



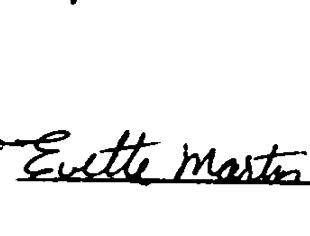
Gregory S. Martin



John Martin



Michael A. Martin



Estelle Martin

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