

UNOFFICIAL COPY

87449928

SUB

This Indenture, WITNESSETH, That the Mortgagor. John W. Bunker and Margaret E. Bunker, his wife of the County of St. Louis and State of Missouri

Mortgages and Warrants to. Pioneer Bank and Trust Company 2211 So. Big Bend St. Louis, MO 63117 a corporation duly organized and doing business

under and by virtue of the laws of the State of Missouri having its principal office in the County of St. Louis and State of Missouri

to secure the payment of a certain indebtedness evidenced by a Note

dated August 4, 1987 in the amount of \$45,000.00 executed by John W. Bunker and Margaret E. Bunker, his wife

no SUB

17-10-203-027-1088 Dr. 233 E. 4th St, Chgo.

The Following Described Real Estate, to-wit:

UNIT NO 1708 IN STREETERVILLE CENTER CONDOMINIUM AS DELINEATED ON THE SURVEY OF THE FOLLOWING: ALL OF THE PROPERTY AND SPACE LYING ABOVE AND EXTENDING UPWARD FROM A HORIZONTAL PLANE HAVING AN ELEVATION OF 119.30 FEET ABOVE CHICAGO CITY DATUM (AND WHICH IS ALSO THE LOWER SURFACE OF THE FLOOR SLAB OF THE NINTH FLOOR, IN THE 26-STORY BUILDING SITUATED ON THE PARCEL OF LAND HEREINAFTER DESCRIBED) AND LYING WITHIN THE BOUNDARIES PROJECTED VERTICALLY UPWARD OF A PARCEL OF LAND COMPRISED OF LOTS 20, 21, 22, 23, 24 AND 25 (EXCEPT THAT PART OF LOT 25 LYING WEST OF THE CENTER OF THE PARTY WALL OF THE BUILDING NOW STANDING ON THE DIVIDING LINE BETWEEN LOTS 25 AND 26), TOGETHER WITH THE PROPERTY AND SPACE LYING BELOW SAID HORIZONTAL PLANE HAVING AN ELEVATION OF 119.30 FEET ABOVE CHICAGO CITY DATUM AND LYING ABOVE A HORIZONTAL PLANE HAVING AN ELEVATION OF 118.13 FEET ABOVE CHICAGO CITY DATUM (AND WHICH PLANE COINCIDES WITH THE LOWEST SURFACE OF THE ROOF SLAB OF THE 8-STORY BUILDING SITUATED ON SAID PARCEL OF LAND AND LYING WITHIN THE BOUNDARIES PROJECTED VERTICALLY UPWARD OF THE SOUTH 17.96 FEET OF THE AFORESAID PARCEL OF LAND, ALL IN THE SUBDIVISION OF THE WEST 3/4 FEET OF BLOCK 32, EXCEPT THE EAST 14 FEET OF THE NORTH 80 FEET THEREOF IN KINZIE'S ADDITION TO CHICAGO IN SECTION 10, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, WHICH SURVEY IS ATTACHED IN DECLARATION OF CONDOMINIUM OWNERSHIP AND OF EASEMENTS, RESTRICTIONS, COVENANTS AND BY-LAWS FOR STREETERVILLE CENTER CONDOMINIUM ASSOCIATION, RECORDED IN THE OFFICE OF THE RECORDER OF DEEDS OF COOK COUNTY, ILLINOIS AS DOCUMENT 26017897, TOGETHER WITH ITS UNDIVIDED PERCENTAGE IN THE COMMON ELEMENTS Together with any and all improvements thereon.

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When due

documentary evidence, stenographer's charges, cost of procuring or completing abstract showing the whole title to said premises embracing foreclosure decree—shall be paid by the mortgagor; and the like expenses and disbursements, occasioned by any suit or proceeding wherein the mortgagee, as such, may be a party, shall also be paid by the mortgagor. All such expenses and disbursements shall be an additional lien upon said premises, shall be taxed as costs and included in any decree that may be rendered in such foreclosure proceeding; which proceeding, whether decree of sale shall have been entered or not, shall not be dismissed, nor a release hereof given, until all such expenses and disbursements, and the costs of suit, including solicitor's fees, have been paid. The mortgagor waives all right to the possession of, and income from, said premises, pending such foreclosure proceedings, and until the period of redemption from any sale thereunder expires, and agrees that upon the filing of any bill to foreclose this Mortgage Deed, a Receiver shall and may at once be appointed to take possession or charge of said premises, and collect such income, and the same, less receivership expenditures, including repairs, insurance premiums, taxes, assessments, and his commissions to pay to the person entitled to a deed under the certificate of sale, or in reduction of the redemption money if said premises be redeemed.

And it is Further Mutually Understood and Agreed, By and between the said parties hereto, that the covenants and agreements herein contained or entered into hereby, shall apply to, and, as far as the law allows, be binding upon and for the benefit of the heirs, executors, administrators and assigns of the said parties respectively.

In Witness Whereof, the said Mortgagors have hereunto set their hand and seal at

this 4th day of August A. D. 19 87

John W. Bunker (SEAL) Margaret E. Bunker (SEAL)

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UNOFFICIAL COPY

MORTGAGE

No. _____

to

State of _____ } ss. No. _____
County, _____

This Instrument was filed for record in
the Recorder's office of _____
County aforesaid, on the _____ day
of _____, A. D. 19____, at
_____ M., and recorded in Book _____
of _____ on page _____
Recorder: _____

1300

Property of Cook County Clerk's Office
82664718

DEPT-41 RECORDING \$13.00
184999 TRNN 1741 08/13/87 10 48:00
#7834 # ID *37 4711203B
COOK COUNTY RECORDER

My Commission expires
AFA FRANKLIN, NOTARY PUBLIC
County of St. Louis, State of Missouri
My Commission Expires December 6, 1988

19

[Signature]
A. D. 1987

GIVEN under my hand and
seal, this _____
day of August
personally known to me to be the same persons whose names
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 the right of homestead.

DO HEREBY CERTIFY, that
John W. Bunker and Margaret C. Bunker,
his wife
in and for said County, in the State aforesaid,

State of Missouri
County of St. Louis
} ss.
1

UNOFFICIAL COPY

Margaret E. Bunker
John W. Bunker

the 4th day of August A. D. 19 87

In Witness Whereof, the said Mortgagors have hereunto set their hand and seal at

And it is further Mutually Understood and Agreed, By and between the said parties hereto, that the covenants and agreements herein contained or entered into hereby, shall apply to, and as far as the law allows, be binding upon and be for the benefit of the heirs, executors, administrators and assigns of the said parties respectively.

It is Agreed by the mortgagor that all expenses and disbursements, paid or incurred in behalf of complainant in connection with the foreclosure hereof, including Reasonable Attorney's Fees, costs of procuring a deed, abstract showing the whole title to said premises, including foreclosing decree, shall be paid by the mortgagor; and the like expenses and disbursements, incurred by any suit or proceeding wherein the mortgagee, as such, may be a party, shall also be paid by the mortgagor. All such expenses and disbursements shall be an additional lien upon said premises, shall be taxed as costs and included in any decree that may be rendered in such foreclosure proceeding, whether decree of sale shall have been entered or not, shall not be dismissed, nor shall the mortgagee waive all right to the possession of, and income from, said premises, pending such foreclosure proceeding, and until the period of redemption from any sale thereunder expires, and agrees that upon the filing of any bill to foreclose this mortgage deed, a receiver shall be appointed to take possession or charge of said premises, and collect such income, and the same, less receiver's expenses, including repairs, insurance premium, taxes, assessments, and his commissions to pay to the person entitled to a deed under the certificate of sale, or in reduction of the redemption money if said premises be redeemed.

In the Event of a breach of any of the foregoing covenants or agreements, the whole of said indebtedness, including principal and all earned interest, shall, at the option of the legal holder thereof, without notice, become immediately due and payable, and with interest thereon from time of such breach, at the rate of ~~seven per cent per annum~~, shall be recoverable by foreclosure hereof, or by suit at law, or both, the same as if all of said indebtedness had then matured by express terms.

The Mortgagor covenants and agrees as follows: (1) to pay said indebtedness, and the interest thereon, as herein and in said notes and coupons provided, or according to any agreement extending time of payment; (2) to pay ~~taxes and assessments~~ taxes and assessments against said premises, and on demand, to exhibit, receive the same; (3) within sixty days after each year, all taxes and assessments against said premises, or to rebuild or restore all buildings or improvements on said premises that may have been destroyed or damaged; (4) that water to said premises shall not be committed or suffered; (5) to keep all buildings at any time on said premises insured against loss by fire, in companies to be approved by the said mortgagee to the full insurable value thereof, with the usual mortgage clause attached, in favor of, and deliver all such policies to said mortgagee, and (6) not to suffer any mechanics or other lien to attach to said premises. In the event of failure to insure, or pay taxes or assessments, the mortgagee, or the holder of said indebtedness, may procure such insurance, or pay such taxes or assessments, or discharge or purchase any tax lien or lien effecting said premises, and all money so paid, the mortgagor agrees to repay immediately without demand, and the same with interest thereon from the date of payment at ~~seven per cent per annum~~, shall be so much additional indebtedness secured hereby.

and all right to retain possession after a breach in any of the covenants herein.

Illinois hereby releasing and waiving all rights under and by virtue of the homestead exemption

of the State of Illinois

situated in the County of Cook and State of Illinois

County of Cook and State of Illinois

County of St. Louis and State of Missouri

John W. Bunker and Margaret E. Bunker, his wife

Pioneer Bank and Trust Company

Mortgages and Warrants to

of the

County of St. Louis and State of Missouri

his wife

John W. Bunker and Margaret E. Bunker, his wife

County of St. Louis and State of Missouri

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County of St. Louis and State of Missouri

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Box 150

Form 1486 - MORTGAGE - by Individual or Corporation

Reflexion Legal Forms & Printing Co., Rockford, Ill.

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State of Missouri

County of St. Louis

} I,
ss.

in and for said County, in the State aforesaid,

DO HEREBY CERTIFY, that John W. Bunker and Margaret C. Bunker,
his wife

personally known to me to be the same persons whose name is 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 the right of homestead.

GIVEN under my hand and

seal, this

4th

day of

August

A. D. 1987

Nita Franklin

My Commission expires

19

NITA FRANKLIN, NOTARY PUBLIC

County of St. Louis, State of Missouri

My Commission Expires December 6, 1988

DEPT-21 RECORDING \$13.00
129497 TRAN 1741 08/13/87 10:43:00
#7836 # D * - 8 / - 4 4 1 2 2 3
COOK COUNTY RECORDER

13⁰⁰

No. _____

MORTGAGE

to

State of _____

ss. No. _____

County. _____

This Instrument was filed for record in

the Recorder's office of _____

County aforesaid, on the _____ day

of _____ A. D. 19____, at _____

o'clock _____ M., and recorded in Book _____

of _____ on page _____

Recorder: _____

Property of Cook County Clerk's Office
8744928