

UNOFFICIAL COPY

Mortgage

87451233

Dated this 4th day of August A.D. 19 87 Loan No.

THIS INDENTURE WITNESSETH THAT THE UNDERSIGNED,

HOWARD MACKEY AND CHRISTINE MACKEY, HIS WIFE

of the Village of Schaumburg County of Cook State of Illinois,

hereinafter referred to as the Mortgagor, does hereby mortgage and warrant to

BLOOMINGDALE STATE BANK a corporation organized and existing under the laws of the State of Illinois or to its successors and assigns, hereinafter referred to as the Mortgagee, the following real estate situated in the County of Cook in the State of Illinois, to wit:

Lot 19 (Except the East 17.46 Feet) and the East 42.46 Feet of Lot 18 in Block 7 in Boeger Estates Addition To Roselle, being a subdivision of the South 1/2 of the South West 1/4 of Section 34, Township 41 North, Range 10, East of the Third Principal Meridian, in Cook County, Illinois.

ALL

Permanent Index Number: 07-34-326-037 Vol 187.

128 W. SCARFiber
FBO O Roselle

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TOGETHER with all buildings, improvements, fixtures or appurtenances, now or hereafter erected thereon, 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 law or to custom is customary or appropriate, including screens, venetian blinds, window shades, storm doors and windows, door coverings, screen doors, in-a-door beds, awnings, stoves and water heaters, all of which are declared to be a part of said real estate whether physically attached thereto or not, together with all easements and the rents, issues and profits of every nature, nature and kind, it being the intention hereby to establish an absolute transfer and assignment to the Mortgagee of all leases and avails of said premises and the furnishings and equipment therein. Such rents, issues and profits shall be applied first to the payment of all costs and expenses of acting under such assignment, including taxes and assessments, and second to the payment of any indebtedness then due and or incurred hereunder.

TO HAVE AND TO HOLD all of said property with said appurtenances, apparatus, fixtures and other equipment unto said Mortgagor 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 and the performance of the obligations therein contained, executed and delivered concurrently herewith by the Mortgagor to the Mortgagee, for the principal sum of

--One hundred and twenty thousand dollars and 00/100---- Dollars (\$120,000.00---),

which is payable as provided in said note, and (2) any additional advances made by the Mortgagee to the Mortgagor, or his successors in title for any purpose, at any time before the release and cancellation of this mortgage, but at no time shall this mortgage secure advances on account of said original note and such additional advances in a sum in excess of

--One hundred and twenty thousand dollars and 00/100---- Dollars (\$120,000.00---),

such additional advances shall be evidenced by a Note or other agreement executed by the Mortgagor or his successors in title as being secured by this mortgage, provided that, nothing herein contained shall be considered as limiting the amounts that shall be secured hereby when advanced to protect the security.

THIS MORTGAGE CONSISTS OF TWO PAGES. THE COVENANTS, CONDITIONS AND PROVISIONS APPEARING ON PAGE 2 (the reverse side of this mortgage) ARE INCORPORATED HEREIN BY REFERENCE AND ARE A PART HEREOF AND SHALL BE BINDING ON THE MORTGAGORS, THEIR HEIRS, SUCCESSORS AND ASSIGNS.

IN WITNESS WHEREOF, we have hereunto set our hands and seals, the day and year first above written.

(SEAL)

(SEAL)

(SEAL)

(SEAL)

(SEAL)

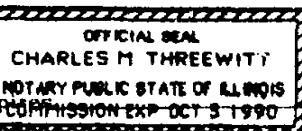
(SEAL)

This instrument prepared by
Muriel Beverly Scott
Bloomingdale State Bank
114-118 E. Lake Street
COOK COUNTY, Bloomingdale, Illinois 60108
FILED FOR RECORD

1987 AUG 14 PM 1:59

87451233

I, THE UNDERSIGNED, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that the above named persons 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 the right of homestead. GIVEN under my hand and Notarial Seal, this 4th day of August
A.D. 19 87.



My commission exp Oct 5 1990

Charles M. Threewitt
NOTARY PUBLIC

UNOFFICIAL COPY

Mortgage

M.	O.	T.
BLOOMINGDALE STATE BANK		
114-115 East Lake Street • Bloomingdale, Illinois 60106		
GENERAL REGULATED BANKING CENTER Member FDIC		
Phone 888-2888		
SPRINGFIELD BANKING CENTER		
Member FDIC		

BOX 333-HV

Recorder's Stamp:

(8) THAT EACH TRUSTEE, WHETHER OR BY LAW CONFERRED, AND ANY PARTNERED IN SUCH MORTGAGEE AND MORTGAGOR, SHALL MAINTAIN OR PAY CONVENTIONAL FEES, TAXES, INSURANCE, AND OTHER EXPENSES OF THE MORTGAGE, WHETHER OR BY LAW CONFERRED UPON THE MORTGAGEE, OR BY PARTNERSHIP AGREEMENT OF THE MORTGAGEE, WHICH MAY BE PAID, ANY MONIES SO RECEIVED BEING DEDUCTED FROM THE MORTGAGEE'S PAYMENT TO THE MORTGAGOR.

(7) IN CASE THE MORTGAGED PROPERTY OR ANY PART THEREOF IS DAMAGED, OR SKINNED BY CONDEMNATION, THE DIRECTOR OR HEREBY EMPOWERED TO RECEIVE ANY COMPENSATION WHICH MAY BE PAID, ANY MONIES SO RECEIVED BEING DEDUCTED FROM THE MORTGAGEE'S PAYMENT TO THE MORTGAGOR.

(6) THAT THE DIRECTOR OR HEREBY EMPOWERED TO RECEIVE ANY COMPENSATION WHICH MAY BE PAID, ANY MONIES SO RECEIVED BEING DEDUCTED FROM THE MORTGAGEE'S PAYMENT TO THE MORTGAGOR.

(5) THAT THE DIRECTOR OR HEREBY EMPOWERED TO RECEIVE ANY COMPENSATION WHICH MAY BE PAID, ANY MONIES SO RECEIVED BEING DEDUCTED FROM THE MORTGAGEE'S PAYMENT TO THE MORTGAGOR.

(4) THAT THE DIRECTOR OR HEREBY EMPOWERS TO RECEIVE ANY COMPENSATION WHICH MAY BE PAID, ANY MONIES SO RECEIVED BEING DEDUCTED FROM THE MORTGAGEE'S PAYMENT TO THE MORTGAGOR.

(3) THAT THE DIRECTOR OR HEREBY EMPOWERS TO RECEIVE ANY COMPENSATION WHICH MAY BE PAID, ANY MONIES SO RECEIVED BEING DEDUCTED FROM THE MORTGAGEE'S PAYMENT TO THE MORTGAGOR.

(2) THAT THE DIRECTOR OR HEREBY EMPOWERS TO RECEIVE ANY COMPENSATION WHICH MAY BE PAID, ANY MONIES SO RECEIVED BEING DEDUCTED FROM THE MORTGAGEE'S PAYMENT TO THE MORTGAGOR.

(1) THAT, IN CASE OF HIS DEATH, FAILURE TO PERFORM ANY OF HIS COVENANTS HEREIN, THE MORTGAGEE MAY DO ANY ACT TO MY DEEM NECESSARY FOR ANY PART OF THE ABOVE PROVISIONS; AND HE WILL IMMEDIATELY PAY OVER TO THE DIRECTOR OR HEREBY EMPOWERS TO RECEIVE ANY COMPENSATION WHICH MAY BE PAID, ANY MONIES SO RECEIVED BEING DEDUCTED FROM THE MORTGAGEE'S PAYMENT TO THE MORTGAGOR.

(B) THE MORTGAGOR FURTHER COVENANTS:

(1) THAT, IN CASE OF HIS DEATH, FAILURE TO PERFORM ANY OF HIS COVENANTS HEREIN, THE MORTGAGEE MAY DO ANY ACT TO MY DEEM NECESSARY FOR ANY PART OF THE ABOVE PROVISIONS; AND HE WILL IMMEDIATELY PAY OVER TO THE DIRECTOR OR HEREBY EMPOWERS TO RECEIVE ANY COMPENSATION WHICH MAY BE PAID, ANY MONIES SO RECEIVED BEING DEDUCTED FROM THE MORTGAGEE'S PAYMENT TO THE MORTGAGOR.

(2) THAT, IN THE EVENT THE DIRECTOR OR HEREBY EMPOWERS TO RECEIVE ANY COMPENSATION WHICH MAY BE PAID, ANY MONIES SO RECEIVED BEING DEDUCTED FROM THE MORTGAGEE'S PAYMENT TO THE MORTGAGOR.

(3) THAT, IN THE EVENT ADDITIONAL LIQUIDAMBAR, ETC., COMES INTO EXISTENCE, SUCH LIQUIDAMBAR, ETC., BECOMES A MEMBER OF THE CHAIN OF TITLE, AND THE DIRECTOR OR HEREBY EMPOWERS TO RECEIVE ANY COMPENSATION WHICH MAY BE PAID, ANY MONIES SO RECEIVED BEING DEDUCTED FROM THE MORTGAGEE'S PAYMENT TO THE MORTGAGOR.

(4) THAT, IN THE EVENT ADDITIONAL LIQUIDAMBAR, ETC., COMES INTO EXISTENCE, SUCH LIQUIDAMBAR, ETC., BECOMES A MEMBER OF THE CHAIN OF TITLE, AND THE DIRECTOR OR HEREBY EMPOWERS TO RECEIVE ANY COMPENSATION WHICH MAY BE PAID, ANY MONIES SO RECEIVED BEING DEDUCTED FROM THE MORTGAGEE'S PAYMENT TO THE MORTGAGOR.

(5) THAT, IN THE EVENT ADDITIONAL LIQUIDAMBAR, ETC., COMES INTO EXISTENCE, SUCH LIQUIDAMBAR, ETC., BECOMES A MEMBER OF THE CHAIN OF TITLE, AND THE DIRECTOR OR HEREBY EMPOWERS TO RECEIVE ANY COMPENSATION WHICH MAY BE PAID, ANY MONIES SO RECEIVED BEING DEDUCTED FROM THE MORTGAGEE'S PAYMENT TO THE MORTGAGOR.

(6) THAT, IN THE EVENT ADDITIONAL LIQUIDAMBAR, ETC., COMES INTO EXISTENCE, SUCH LIQUIDAMBAR, ETC., BECOMES A MEMBER OF THE CHAIN OF TITLE, AND THE DIRECTOR OR HEREBY EMPOWERS TO RECEIVE ANY COMPENSATION WHICH MAY BE PAID, ANY MONIES SO RECEIVED BEING DEDUCTED FROM THE MORTGAGEE'S PAYMENT TO THE MORTGAGOR.

(7) THAT, IN THE EVENT ADDITIONAL LIQUIDAMBAR, ETC., COMES INTO EXISTENCE, SUCH LIQUIDAMBAR, ETC., BECOMES A MEMBER OF THE CHAIN OF TITLE, AND THE DIRECTOR OR HEREBY EMPOWERS TO RECEIVE ANY COMPENSATION WHICH MAY BE PAID, ANY MONIES SO RECEIVED BEING DEDUCTED FROM THE MORTGAGEE'S PAYMENT TO THE MORTGAGOR.

(8) THAT, IN THE EVENT ADDITIONAL LIQUIDAMBAR, ETC., COMES INTO EXISTENCE, SUCH LIQUIDAMBAR, ETC., BECOMES A MEMBER OF THE CHAIN OF TITLE, AND THE DIRECTOR OR HEREBY EMPOWERS TO RECEIVE ANY COMPENSATION WHICH MAY BE PAID, ANY MONIES SO RECEIVED BEING DEDUCTED FROM THE MORTGAGEE'S PAYMENT TO THE MORTGAGOR.

(9) THAT, IN THE EVENT ADDITIONAL LIQUIDAMBAR, ETC., COMES INTO EXISTENCE, SUCH LIQUIDAMBAR, ETC., BECOMES A MEMBER OF THE CHAIN OF TITLE, AND THE DIRECTOR OR HEREBY EMPOWERS TO RECEIVE ANY COMPENSATION WHICH MAY BE PAID, ANY MONIES SO RECEIVED BEING DEDUCTED FROM THE MORTGAGEE'S PAYMENT TO THE MORTGAGOR.

(10) THAT, IN THE EVENT ADDITIONAL LIQUIDAMBAR, ETC., COMES INTO EXISTENCE, SUCH LIQUIDAMBAR, ETC., BECOMES A MEMBER OF THE CHAIN OF TITLE, AND THE DIRECTOR OR HEREBY EMPOWERS TO RECEIVE ANY COMPENSATION WHICH MAY BE PAID, ANY MONIES SO RECEIVED BEING DEDUCTED FROM THE MORTGAGEE'S PAYMENT TO THE MORTGAGOR.

A. THESE MORTGAGOR COVENANTS:

THE COVENANTS, CONDITIONS AND PROVISIONS REFERRED TO ON PAGE 1 (the reverse side of this mortgage):