

UNOFFICIAL COPY

MORTGAGE

87531553

THIS INDENTURE WITNESSETH That the undersigned,
Howard G. Birnberg and Diane Mix Birnberg, his wife, as joint tenants
of Chicago, County of Cook, State of
Illinois, hereinafter referred to as the Mortgagors, do hereby convey and Warrant to the
EDENS PLAZA BANK, a corporation having an office and place of business at 3244 W.
Lake Avenue, Wilmette, Illinois 60091, hereafter referred to as the Mortgagee the following
real estate situate in the County of ... Cook, State of
Illinois, to-wit:

Lot 11 in James Quirk and others subdivision of Lot 1 (except the East
133 feet thereof) in Block 43 in Sheffield's Addition to Chicago in
Section 29, Township 40 North, Range 14, East of the Third Principal
Meridian, in Cook County, Illinois.

Tax ID #14-29-315-033, Volume 489 *FAI M*

"Mortgagor on behalf of himself/herself and each and every party claiming by or
through mortgagor, hereby waives and releases any and all rights of redemption,
priority or otherwise, without prejudice to mortgagee's right to any remedy, legal or
equitable which mortgagee may pursue to enforce payment or effect collection of all
or any part of the indebtedness secured by this mortgage and without prejudice to
mortgagee's rights to a deficiency judgment or any other appropriate relief in the
event of foreclosure of this mortgage."

"The mortgagor(s) hereby waive, release, and relinquish any and all rights they may
have in the homestead estate in the property subject to this mortgage."

PROPERTY ADDRESS 1227 W. Wightwood
Chicago, Illinois 60614

TOGETHER with all the buildings and improvements now or hereafter erected thereon and
all appurtenances, apparatus and fixtures and the rents, issues and profits thereof, of every name,
nature and kind.

TO HAVE AND TO HOLD the said property unto said Mortgagee 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.

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 Fifty thousand and
.....00/100 dollars (\$50,000.00), 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.

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

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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 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 the 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 attorney's 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 18th day of September A.D. 19 87

Howard G. Birnberg (Seal)

Diane Mix Birnberg (Seal)

Diane Mix Birnberg (Seal)

STATE OF ILLINOIS)

ss:

ACKNOWLEDGMENT

COUNTY OF Cook)

I, a Notary Public, in and for the said county in the state aforesaid do hereby certify that Howard G. Birnberg and Diane Mix Birnberg, his wife, as joint tenants personally known to me to be the same person whose name subscribed to the foregoing instrument appeared before me this day in person and acknowledged that 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.

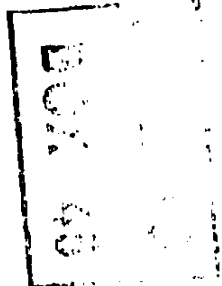
Given under my hand and Notarial Seal this 18th day of September A.D. 19 87



Todd Youngren Notary Public

MAIL TO:

EDENS PLAZA BANK 3244 W. Lake Avenue Wilmette, Illinois 60091



EDENS PLAZA BANK 3244 W. Lake Avenue Wilmette, Illinois 60091

Howard G. Birnberg Diane Mix Birnberg 1227 W. Wrightwood Chicago, Illinois 60614

MORTGAGE

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