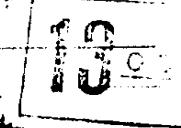


Douglas N. Geissler and Carol Geissler, his Wife



mortgage(s) and warrant(s) to BANK OF NORTHFIELD, a banking corporation organized and existing under the laws of the State of Illinois, the following

descri: PARCEL 1:

County, Illinois

1. LOT 5 IN COUNTRY SIDE COURT BEING A SUBDIVISION IN THE SOUTH 1/2 OF  
 4. SECTION 35, TOWNSHIP 42 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL  
 E. MERIT LINE, IN COOK COUNTY, ILLINOIS

P

descri: PARCEL 2:

2. STATEMENT FOR THE BENEFIT OF PARCEL 1 AS CREATED BY THE [DEEDS] *m/s*  
 DATED \_\_\_\_\_ AND RECORDED \_\_\_\_\_ AS  
 DOCUMENT \_\_\_\_\_ AND AS DEPICTED ON THE PLAT OF COUNTRY SIDE COURT  
 SUBDIVISION RECORDED AS DOCUMENT 37542708 FOR INGRESS AND EGRESS.

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7/1/34 3/3/34  
 TO HAVE AND TO HOLD the said property, with said buildings, improvements, fixtures, appurtenances, apparatus and equipment, and with all the rights and  
 privileges, in and to the same, in fee simple, Mortgage forever, for the uses herein set forth, free from all rights and benefits under the homestead, exemption and salvation  
 laws of my State of Illinois, for the sum of \$150,000.00 and 10% interest, principal and interest.

3. To secure payment of the debt or evidence hereby and by the note or notes of even date herewith, or subsequent dates, or any note or notes substituted therefor  
 to extend or renew payment thereof, or executed by the mortgagor or any of them, or if the mortgagor is a land trust, then executed by the beneficiaries of said trust or

any of them to the trustee of the trust, in the amount of \$150,000.00, One Hundred Fifty Thousand And NO/100-----, to be paid at the time and place and in the manner of payment specified by virtue of the homestead and exemption laws of the state and the United States, to the extent of a breach of any obligation  
 to pay 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 may be recoverable by foreclosure, action, or by suit at law, or from all expenses and disbursements paid or incurred in  
 behalf of the plaintiff, including attorney's fees, and the recording fee for the foreclosed debt, including reasonable attorney's fees, outlays for documentary evidence, stenographic  
 or transcript, cost of preparing, or of preparing abstract of title, and of opinion of title or title guarantee policy, showing the whole title to said property, and of minutes of  
 foreclosure showing the names, parties to said foreclosure proceedings, shall be paid by the grantors, and the like expenses and disbursements occasioned by any suit  
 or proceeding wherein the grantor or any holder of any part of said indebtedness, as such, may be a party by reason hereof shall also be paid by the grantors, all of  
 which expenses and disbursements shall be an addition to the upon said premises, and included in any decree that may be rendered in such foreclosure proceeding.

4. Any advances made by the mortgagor to the mortgagor, any of them, or if the mortgagor is a land trust, then executed by the beneficiaries of said trust or any of  
 them or his successor 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 or any note to either with such additional advances in a sum in excess of \$ 150,000.00, provided that nothing  
 herein contained shall be considered as limiting the amount that shall be secured hereby when advanced to protect the security or in accordance with covenants contained  
 in the Mortgage.

5. 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, water charges, and sewer service charges against said property  
 (including those heretofore due and to become Mortgagor, upon request, duplicate bills, etc., therefor, and all such items extended against said property shall be  
 conclusively deemed to be the cause of the indebtedness), to keep the property in good repair, to defend the property against damage by fire, and  
 such other hazards as the Mortgagor may require, to the insurance agent to whom the Mortgagor may direct, and to pay all premiums thereon as the Mortgagor may require  
 and to do all that may be necessary to protect the property against such hazards, and to pay all premiums thereon to such companies, through such agents or brokers as the Mortgagor may designate, to the Mortgagor, and to make payment to the Mortgagor, and in case of foreclosure sale payable to the owner of  
 the certificate of title, or to the holder of any other title, or in case of redemption, or any quantity of land pursuant to foreclosure, and in case of loss under such policies,  
 the Mortgagor is authorized to claim a credit on the amount so expended, and to deduct the same from the amount so advanced to the benefit of the Mortgagor all necessary  
 costs of loss, except costs to Mortgagor, and also losses required to be paid by the Mortgagor for such purposes, and the Mortgagor is authorized to apply the proceeds of any insurance  
 claim to the restoration of the property, or upon the indebtedness hereby created, by Mortgagor, but monthly payments shall continue until said  
 indebtedness is paid in full, and thereafter, after destruction or damage, to commence and promptly complete the refunding or restoration of buildings and  
 improvements now or hereafter on said premises, and the Mortgagor hereby agrees to apply on the indebtedness, accrued hereby, the proceeds of any insurance covering  
 such destruction or damage, for the repair and repair, and repair, of all waste and debris from any fire, or other loss or claim of hen  
 but expressly waives the right to sue for any loss or damage, or to require the application of any insurance money to any other real property, nor to diminish or impair  
 its value by any action, process, or suit, or to comply with any requirement of law with respect to the said premises and the use hereof. (B) Not to make,  
 suffer or permit, from the written permission of the Mortgagor being first had and obtained, for any use of the property for any purpose other than that for which  
 it is now used, thereby alienating or impairing the improvements, appurtenances, fixtures or equipment now or hereafter upon said property. (C) any purchase  
 or conditional sale, lease, or agreement under which title is reserved in the vendor of any apparatus, fixture or equipment to be placed in or upon any buildings or  
 improvements on said property.

B. To render to the trustee for the payment of taxes, assessments, insurance premiums, and other charges upon the property securing this indebtedness, and  
 other insurance required, an equivalent sum or to pay to the Mortgagee equivalent to the sum of one-twelfth of the amount of the loan and to pay  
 monthly to the Mortgagee, and to the trustee the above payment, a sum equivalent to the sum of one-twelfth of such sum, after such payments may, at the option of  
 the Mortgagee, not be held by the trustee, or paid with other such amounts, to the trustee, for the payment of any such sum, or be carried in a savings account  
 withdrawn by it to pay such sum, or be applied to the unpaid balance of said indebtedness as received, provided that the Mortgagee advances upon this obligation  
 sums sufficient to pay such sum, or the sum agreed and become payable, if the amount estimated to be sufficient to pay said sum, or sufficient to promise  
 to pay the difference upon demand. If the sum so held or carried in a savings account, or otherwise, the same are hereby pledged to further secure this indebtedness.  
 The Mortgagee will not hold or carry such sum charged, included without further inquiry.

C. This mortgage is to be paid in monthly installments, whichever be first, of the principal amount secured by this mortgage, and it is agreed that  
 in the event of such default, the sum of which may be added to the monthly debt of the trustee, the unpaid balance of the indebtedness secured by the amount  
 of such advance and the interest, and added to the indebtedness, or deducted as the terms of said note, and the contract, or as a new such note and contract were  
 executed and delivered. An Additional Advance Agreement may be given and accepted for such advance, and payment may be made for different monthly payments  
 and a different interest rate, or other express modifications of the contract, but in either respect, the same shall have full force and effect as to said  
 indebtedness, including a clause.

912 COUNTRYSIDE COURT, GLENVIEW, ILLINOIS

04-33-300-017-0000 & 04-33-300-085-0000

D. That in case of the death of any of the co-owners of the property herein, Mortgagor may, on Mortgagor's behalf, or their assignee, that said Mortgagor may  
 also do any act of re-debt necessary to protect the new family, that Mortgagor will repay upon demand any money paid or disbursed by Mortgagor for any of the  
 above purposes and will do so together with the new family at the higher rate for which the same lawful to contract, during the term of such additional indebtedness  
 secured by the mortgage, with the new family, as the original indebtedness, and may be included in any decree foreclosing the same, and be paid out of the rents  
 or proceeds of sale of said property, or otherwise, so that it shall not be construed upon the Mortgagor to check on the validity of any lien, encumbrance or  
 claim in adding the new family above authorized, and nothing herein contained shall be construed as requiring the Mortgagor to advance any money for any purpose  
 nor to do any act hereunder, and the Mortgagor shall not be liable for any personal liability, because of anything that may occur, that tends hereunder.

E. That it is the intent hereof to secure payment of said note and obligation whether the entire amount shall have been advanced to the Mortgagor at the date hereof,  
 or at a later date, and to cover any other amount or amounts that may be added to the mortgage indebtedness, under the terms of this mortgage contract.

F. That if all or any part of the property, or any interest therein, or if the mortgagor is a land trust, or if any part of the beneficial interest in said trust is sold,  
 transferred or assigned by the mortgagor without the prior consent of the mortgagor, excluding (1) the creation of a lien or encumbrance subordinate to this mortgage,  
 for the creation of a purchase money security interest in household appliances, (2) a transfer by devise, descent, or by operation of law upon the death of a joint tenant  
 or (3) the grant of any undivided interest of three years or less not containing an option to purchase. Mortgagor may, at Mortgagor's option, declare without notice  
 all of the same secured by this mortgage to be immediately due and payable.

Mortgagor shall have a valid and obtain to accelerate it, prior to the sale or transfer of Mortgagor and the person to whom the property is sold or transferred, each agreement  
 is witness that the credit of such person is satisfactory to Mortgagor and that the interest payable on the sum so paid by this mortgage shall be at such rate as  
 Mortgagor shall request. If Mortgagor's successor has executed a written assumption agreement accepted in writing by Mortgagor, Mortgagor shall release Mortgagor from  
 all obligation under this mortgage and the note so named.

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Subject to the terms of this paragraph, nothing in this mortgage contract shall prevent Mortgagor from dealing with any successor in interest of the Mortgagor in the same manner as with the Mortgagor, and said dealings may include forbearing to pursue or extend the time for payment of the debt secured hereby, but said dealings shall not discharge or in any way affect the liability of the Mortgagor hereunder or the debt hereby secured.

G. 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 of or in custody of any court, or if the Mortgagor abandon any of said property, or in the event of the filing of a suit to condemn all or a part of the said property, then and in any of said events, the Mortgagee is hereby authorized and empowered, at its option and without affecting the lien hereby created or the priority of said lien or any right of the Mortgagee hereunder, to declare without notice, all sums secured hereby immediately due and payable, whether or not such default be remedied by Mortgagor, and apply toward the payment of said mortgage indebtedness any indebtedness of the Mortgagee to the Mortgagor, and said Mortgagee may also immediately proceed to foreclose this mortgage, and in any foreclosure a sale may be made of the premises en masse without offering the several parts separately.

H. That the Mortgagee may employ counsel for advice or other legal service at the Mortgagee's discretion in connection with any dispute as to the debt hereby secured or the lien of this instrument, or any litigation to which the Mortgagee may be made a party on account of this lien or which may affect the title to the property securing the indebtedness hereby secured or which may affect said debt or lien and any reasonable attorney's fees so incurred shall be added to and be a part of the debt hereby secured. Any costs and expenses reasonably incurred in the foreclosure of this mortgage and sale of the property securing the same and in connection with any other dispute or litigation affecting said debt or lien, including reasonably estimated amounts to conclude the transaction, shall be added to and be a part of the debt hereby secured. All such amounts shall be payable by the Mortgagor to the Mortgagee on demand, and if not paid shall be included in any decree or judgment as a part of said mortgage debt and shall include interest at the highest contract rate, or if no such contract rate then at the legal rate. In the event of a foreclosure sale of said premises there shall first be paid out of the proceeds thereof all of the aforesaid amounts, then 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 overplus, if any, shall be paid to the Mortgagor, and the purchaser shall not be obliged to see to the application of the purchase money.

I. 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 so received shall be forthwith applied by the Mortgagee as it may elect, to the immediate reduction of the indebtedness secured hereby, or to the repair and restoration of any property so damaged, provided that any excess over the amount of the indebtedness shall be delivered to the Mortgagor or his assignee.

J. All easements, rents, issues and profits of said premises are pledged, assigned and transferred to the Mortgagee, whether now due or hereafter to become due, under or by virtue of any lease or agreement for the use or occupancy of said property, or any part thereof, whether said lease or agreement is written or verbal, and it is the intention hereof (a) to pledge said rents, issues and profits on a parity with said real estate and not secondarily and such pledge shall not be deemed merged in any foreclosure decree, and (b) to establish an absolute transfer and assignment to the Mortgagee of all such leases and agreements and all the avails thereunder, together with the right in case of default, 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, regardless 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 equipment therefrom when it deems necessary, purchase adequate fire and extended coverage and other forms of insurance as it may be deemed advisable, and in general exercise all powers naturally incident to absolute ownership, advance or borrow money necessary for any purpose herein stated to secure which a lien is hereby created on the mortgaged premises and on the income therefrom which lien is prior to the lien of any other indebtedness hereby secured, and out of the income retain reasonable compensation for itself, pay insurance premiums, taxes and assessments, and all expenses 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 not, in its sole discretion, needed for the aforesaid purposes, first on the interest of the powers herein given, and from time to time apply any balance of income not, in its sole discretion, needed for the aforesaid purposes, first on the interest and then on the principal of the indebtedness hereby secured, before or after any decree of foreclosure, and on the deficiency in the proceeds of sale, if any, whether there be a decree in personam therefor or not. Whenever all of the indebtedness secured hereby is paid, and the Mortgagee, in its sole discretion, feels that there is no substantial uncorrected default in performance of the Mortgagor's agreements herein, the Mortgagee, on satisfactory evidence thereof, shall relinquish possession and pay to Mortgagor any surplus income in its hands. The possession of Mortgagee may continue until all indebtedness secured hereby is paid in full or until the delivery of a Deed pursuant to a decree foreclosing the lien hereof, but if no deed be issued, then until the expiration of the statutory period during which it may be issued. Mortgagee shall, however, have the discretionary power at any time to refuse to take or to abandon possession of said premises without affecting the lien hereof. Mortgagee shall have all powers, if any, which it might have had without this paragraph. No suit shall be sustainable against Mortgagee based upon acts or omissions relating to the subject matter of this paragraph unless commenced within sixty days after Mortgagee's possession ceases.

K. That upon the commencement of any foreclosure proceeding hereunder, the court in which such suit 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 solvency of the Mortgagor or 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 pendency of such foreclosure suit and the statutory period of redemption, and such rents, issues and profits, when collected, may be applied before as well as after the sale, towards the payment of the indebtedness, costs, taxes, insurance or other items necessary for the protection and preservation of the property, including the expenses of such receivership, or on any deficiency due whether there be a decree therefore in personam or not, and if a receiver shall be appointed he shall remain in possession until the expiration of the full period allowed by statute for redemption, whether there be redemption or not, and until the issuance of deed in case of sale, but if no deed be issued, until the expiration of the statutory period during which it may be issued and no lease of said premises shall be nullified by the appointment or entry in possession of a receiver but he may elect to terminate any lease junior to the lien hereof.

L. That each right, power and remedy herein conferred upon the Mortgagee is cumulative of every other right or remedy of the Mortgagee, whether herein or by law conferred, and may be enforced concurrently therewith, that no waiver by the Mortgagee of performance of any covenant herein or in said obligation contained shall thereafter in any manner affect the right of Mortgagee to require or enforce performance of the same or any other of said covenants, that wherever the context hereof requires, the masculine gender, as used herein, shall include the feminine and the neuter and the singular number, as used herein, shall include the plural, that all rights and obligations under this mortgage shall extend to and be binding upon the respective heirs, executors, administrators, successors and assigns of the Mortgagor, and the successors and assigns of the Mortgagee, and that the powers herein mentioned may be exercised as often as occasion therefor arises.

M. That in the event the mortgagor is a duly organized corporation, the mortgagor does hereby waive all rights of redemption, in the event the mortgagor is a corporate trustee, and the improvements on said real estate contain four or more dwelling units, the mortgagor does hereby waive all rights of redemption.

In witness whereof, this mortgage is executed, sealed and delivered this day of August 29, A.D. 19 87

(SEAL)

*Douglas N. Geisser*

845227155  
SAC Office  
(SEAL)

STATE OF ILLINOIS  
COUNTY OF COOK

MAIL TO & PREPARED BY: BANK OF NORTHFIELD  
VIRGINIA SECKLER/V.PRES

400 CENTRAL ST  
NORTHFIELD, ILL 60093

I, The Undersigned, a Notary Public in

and for said County, in the State aforesaid, DO HEREBY CERTIFY THAT *Douglas N. Geisser & Carol Geisser*,

personally known to me to be the same person whose name is

*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 all

rights under any homestead, exemption and valuation laws.

GIVEN under my hand and Seal this 29th day of August A.D. 1987  
THIS INSTRUMENT WAS PREPARED BY BOHM  
NOTARY PUBLIC, STATE OF ILLINOIS  
MY COMMISSION EXPIRES 9/25/90

day of

*August*

. A.D. 1987

*Douglas N. Geisser*

Notary Public

FORM 10-569 NANKORME, INC.

**UNOFFICIAL COPY**

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8/6/2015

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