1987 APR 20 PM 1: 10 23 1986 名中之 September 3, THIS INDENTURE, made 87205045 Paul E. Larsen and Elizabeth H. Larsen, 24 The Landmark, Happ and Winnetka Roads. Northfield, Illinois 60093 (NO. AND STREET) (STATE) herein referred to as "Mortgagors," and The Evangelical Covenant an Illinois not-for-profit corporat Francisco Avenue, Chicago, Illinois (NO. AND STREET) Above Space For Recorder's Use Only herein referred to as "Mortgagee," witnesseth: THAT WHEREAS the Mortgagors are justly indebted to the Mortgagee upon the installment note of even date herewith, in the principal sum of Thirty Thousar and No/100 payable to the order of and delivered to the Mortgagee, in and by which note the Mortgagors promise to pay the said principal (\$30,000.00sum and interest at the rate ant in installments as provided in said note, with a final payment of the balance due on the \_dayof-= 19 and all of said principal and in arest are made payable at such place as the holders of the note may, from time to time, in writing appoint, and in absence of such appointment, then at the office the Mortgagee at 5101 N. Francisco Avenue, Chicago, Illinois 60625; NOW, THEREFORE, the Mortgage is a secure the payment of the said principal sum of money and said interest in accordance with the terms, provisions and limitations of this mortgage, and the print mance of the covenants and agreements herein contained, by the Mortgagers to be performed, and also in consideration of the sum of One Dollar in hand onld, the receipt whereof is hereby acknowledged, do by these presents CONVEY AND WARRANT unto the Mortgagee's successors and assigns, the following described Real Estate and all of their estate, right, title and interest therein, situate, lying COUNTY OF \_\_Cook . AND STATE OF ILLINOIS, to wit: Village of Northfield See Exhibit A attached hereto and made a part hereof. on or before the earlier o (a) six (6) months after Paul E. Larsen shall no longer be employed by the Evangelical Covenant Church, or (b) the sale of or transfer co any interest in the premises commonly known as 24 The Landmark, Bap and Winnetka Roads, Northfield, 60093. THIS IS A JUNIOR MORTGAGE. which, with the property hereinafter described, is referred to herein as the CÖ 05-19-324-090-0000 Permanent Real Estate Index Number(s): 24 The Landmark, Happ and Winnetka Road, Northfield, II. 60093 Address(es) of Real Estate: 8 TOGETHER with all improvements, tenements, easements, fixtures, and appurtenances thereto be longing, and all rents, issues and profits there long and during all such times as Mortgagors may be entitled thereto (which are piedged primarily and on a pentry in its said real estate and not second; all apparatus, equipment or articles now or hereafter therein or thereon used to supply heat, gas, air condition, writer, light, power, refrigeration estingly units or centrally controlled), and ventilation, including (without restricting the foregoing), screens, wir dow shades, storm doors and window coverings, inador beds, awnings, stoves and water heaters. All of the foregoing are declared to be a part of said real (state whether physically attaches or not, and it is agreed that all similar apparatus, equipment or articles hereafter placed in the premises by Mortgagors or their successors or assigns considered as constituting part of the real estate. TO HAVE AND TO HOLD the premises unto the Mortgagee, and the Mortgagee's successors and assigns, forever, for the purposes, and upon the uses herein set forth, free from all rights and benefits under and by virtue of the Homestead Exemption Laws of the State of Indices, which said rights and benefits the Mortgagors do hereby expressly release and waive. The name of a record owner is: Paul E. Larsen and Elizabeth H. Larsen sts of two pages. The covenants, conditions and provisions appearing on page 2 (the reverse side of this roor gage) are incorporated are a pact hereof and shall be binding on Mortgagors, their heirs, successors and assigns. This mortgage consi-herein by reference and Mortgagors the day and year first above written.
(Seal) Witness the hand. E. PLEASE PRINT OR Larsen TYPE NAME(S) BELOW (Scal) SIGNATURE(S) I, the undersigned, a Notary Public in and for said County Cook **55.** . State of Illinois, County of Larsen and Elizabeth H. Larsen, Paul in the State aforesaid, DO HEREBY CERTIFY that . his wife personally known to me to be the same person . S whose name S are \_ subscribed to the foregoing instrument, IMPRESS appeared before me this day in person, and acknowledged that .....th.ey. signed, sealed and delivered the said instrument as

free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the their

right of homestead. 3 M September Given under my hand and official seal, this Commission expires .

60062

This instrument was prepared by Cynthia L. Jensen, 1625 Shermer Road, Northbrook, (NAME AND ADDRESS) <u>Jensen.</u>

Shermer Road Mail this instrument to Cynthia L. 60062 Northbrook Illinois (STATE) (ZIP CODE)

# THE COVENANTS, CONDITIONS AND ROTISIONS REFEREND TO ON PACE THE REVERSE SIDE OF THIS

- 1. Mortgagors shall (1) promptly repair, restore or rebuild any buildings or improvements now or hereafter on the premises which may become damaged or be destroyed; (2) keep said premises in good condition and repair, without waste, and free from mechanic's or other liens or claims for lien not expressly subordinated to the lien thereof; (3) pay when due any indebtedness which may be secured by a lien or charge on the premises superior to the lien hereof, and upon request exhibit satisfactory evidence of the discharge of such prior lien to the Mortgagee; (4) complete within a reasonable time any buildings ro buildings now or at any time in process of erection upon said premises; (5) comply with all requirements of law or municipal ordinances with respect to the premises and the use thereof; (6) make no material alterations in said premises except as required by law or municipal ordinance.
- 2. Mortgagors shall pay before any penalty attaches all general taxes, and shall pay special taxes, special assessments, water charges sewer service charges, and other charges against the premises when due, and shall, upon written request, furnish to the Mortgagee duplicate receipts therefor. To prevent default hereunder Mortgagors shall pay in full under protest, in the manner provided by statute, any tax or assessment which Mortgagors may desire to contest.
- 3. In the event of the enactment after this date of any law of Illinois deducting from the value of land for the purpose of taxation any lien thereon, or imposing upon the Mortgagee the payment of the whole or any part of the taxes or assessments or charges or liens herein required to be paid by Mortgagors, or changing in any way the laws relating to the exation of mortgages or debts secured by mortgages or the mortgagee's interest in the property, or the manner of collection of taxes, so as to affect this mortgage or the debt secured hereby or the holder thereof, then and in any such event, the Mortgagors, upon demand by the Mortgagee, shall pay such taxes or assessments, or reimburse the Mortgagee therefor; provided, however, that if in the opinion of counsel for the Mortgagee (a) it might be unlawful to require Mortgagors to make such payment or (b) the making of such payment might result in the imposition of interest beyond the maximum amount permitted by law, then and in such event, the Mortgagee may elect, by notice in writing given to the Mortgagors, to declare all of the indebtedness secured hereby to be and become due and payable sixty (60) days from the giving of such notice.
- 4. If, by the laws of the United States of America or of any state having jurisdiction in the premises, any tax is due or becomes due in respect of the issuance of the note hereby secured, the Mortgagors covenant and agree to pay such tax in the manner required by any such law. The Mortgagors further covenant to hold harmless and agree to indemnify the Mortgagee, and the Mortgagee's successors or assigns, against any liability incurred by reason of the imposition of any tax on the issuance of the note secured hereby.
- 5. At such time sake Mortgagors are not in default either under the terms of the note secured hereby or under the terms of this mortgage, the Mortgagor shall have such privilege of making prepayments on the principal of said note (in addition to the required payments) as may be provided in said note.
- 6. Mortgagors shall keep all buildings and improvements now or hereafter situated on said premises insured against loss or damage by fire, lightning and winds: In under policies providing for payment by the insurance companies of moneys sufficient either to pay the cost of replacing or repairing he same or to pay in full the indebtedness recured hereby, all in companies satisfactory to the Mortgageet, under insurance policies payable, in case of loss or damage, to Mortgagee, such rights to be evidenced by the standard mortgage clause to be attached to each policy, and standard mortgage clauses including additional and renewal policies, to the Mortgagee, and in case of insurance about to expire, shall deliver receival policies not less than ten days prior to the respective dates of expiration.
- 7. In case of default therein, Mo Ig gee may, but need not, make any payment or perform any act hereinbefore required of Mortgagois in any form and manner deemed expedicin, and may, but need not, make full or partial payments of principal or interest on prior encumbrances, if any, and purchase, discharge, compromise or settle any tax lien or other prior lien or title or claim thereof, or redeem from any tax sale or forfeiture affecting said premises or contest any tax or assessment. All moneys paid for any of the purposes herein authorized and all expenses paid or incurred in connection therewith, including attorneys' fees, and any other moneys advanced by Mortgagee to protect the mortgaged premises and the lien hereof, shall be so much additional indebtedness secured hereby and shall become immediately due and payable without notice and with interest thereo, at the highest rate now permitted by Illinois law. Inaction of Mortgagee shall never be considered as a waiver of any right accruing to the Mortgagee on account of any default hereunder on the part of the Mortgagors.
- 8. The Mortgagee making any payment hereby at the rized relating to taxes or assessments, may do so according to any bill, statement or estimate procured from the appropriate public office curious inquiry into the accuracy of such bill, statement or estimate or into the validity of any tax, assessment, sale, forfeiture, tax lien or tirle or claim thereof.
- 9. Mortgagors shall pay each item of indebtedness hereir mentioned, both principal and interest, when due according to the terms hereof. At the option of the Mortgagee and without notice to Mortgagors, all unpaid indebtedness secured by this mortgage shall, notwith-standing anything in the note or in this mortgage to the contrary, become due and payable (a) immediately in the case of default in making payment of any installment of principal or interest on the note, o. (b) when default shall occur and continue for three days in the performance of any other agreement of the Mortgagors herein contained
- 10. When the indebtedness hereby secured shall become due whether by acceleration or otherwise. Mortgagee shall have the right to foreclose the lien hereof, there shall be allowed and included as additional indebtedness in the decree for sale all expenditures and expenses which may be paid or incurred by or on behalf of Mortgagee for attorneys' fees, appraiser's fees, outlays for documentary and expert evidence, stenographers' charges, pub cation costs and costs (which may be estimated as to items to be expended after entry of the decree) of procuring all such abstract of title, title searches, and examinations, title insurance policies, Torrens certificates, and similar data and assurances with respect to title, as Mortgagee may deem to be reasonably necessary either to prosecute such suit or to evidence to bidders at any sale which may be not premises. All expenditures and expenses of the nature in this pa agraph mentioned shall become so much additional indebtedness secured hereby and immediately due and payable, with interest thereon a the nightest rate now permitted by Illinois law, when paid or incurred by Mortgagee in connection with (a) any proceeding, including probate and bankruptcy proceedings, to which the Mortgagee shall be a party, either as plaintiff, claimant or defendant, by reason of this mortgag. Or any indebtedness hereby secured: or (b) preparations for the commencement of any suit for the foreclosure hereof after accrual of using the foreclose whether or not actually commenced; or (c) preparations for the defense of any actual or threatened suit or proceeding.
- 11. The proceeds of any foreclosure sale of the premises shall be distributed and applied in the collowing order of priority: First, on account of all costs and expenses incident to the foreclosure proceedings, including all such items as a ementioned in the preceding paragraph hereof; second, all other items which under the terms hereof constitute secured indebtedness additional to that evidenced by the note, with interest thereon as herein provided; third, all principal and interest remaining unpaid on the note; fourth, any overplus to Mortgagors, their heirs, legal representatives or assigns, as their rights may appear.
- 12. Upon or at any time after the filing of a complaint to foreclose this mortgage the court in which sur, complaint is filed may appoint a receiver of said premises. Such appointment may be made either before or after sale, without notice, without regard to the solvency of Mortgagors at the time of application for such receiver and without regard to the then value of ne premises or whether the same shall be then occupied as a homestead or not, and the Mortgagee may be appointed as such receiver, such receiver shall have power to collect the rents, issues and profits of said premises during the pendency of such foreclosure suit and, in care of a sale and a deficiency, during the full statutory period of redemption, whether there be redemption or not, as well as during any further times when Mortgagors, except for the intervention of such receiver, would be entitled to collect such rents, issues and profits, and all other powers which may be necessary or are usual in such cases for the protection, possession, control, management and operation of the premises during the whole of said period. The Court from time to time may authorize the receiver to apply the net income in his hands in payment in whole or in part of: (1) The indebtedness secured hereby, or by any decree foreclosing this mortgage, or any tax, special assessment or other lien which may be or become superior to the lien hereof or of such decree, provided such application is made prior to foreclosure sale; (2) the deficiency in case of a sale and deficiency.
  - 13. No action for the enforcement of the lien or of any provision hereof shall be subject to any defense which would not be good and available to the party interposing same in an action at law upon the note hereby secured.
  - 14. The Mortgagee shall have the right to inspect the premises at all reasonable times and access thereto shall be permitted for that purpose.
  - 15. The Mortgagors-shall periodically deposit with the Mortgagee such sums as the Mortgagee may reasonably require for payment of taxes and assessments on the premises. No such deposit shall bear any interest.
  - 16. If the payment of said indebtedness or any part thereof be extended or varied or if any part of the security be released, all persons now or at any time hereafter liable therefor, or interested in said premises, shall be held to assent to such extension, variation or release, and their liability and the lien and all provisions hereof shall continue in full force, the right of recourse against all such persons being expressly reserved by the Mortgagee, notwithstanding such extension, variation or release.
  - 17. Morigagee shall release this morigage and the thereof by proper instrument upon payment and discharge of all indebtedness secured hereby and payment of a reasonable fee to Moragee for the execution of such release.
  - 18. This mortgage and all provisions hereof, shall extend to and be binding upon Mortgagors and all persons claiming under or through Mortgagors, and the word "Mortgagors" when used herein shall include all such persons and all persons liable for the payment of the indebtedness or any part thereof, whether or not such persons shall have executed the note or this mortgage. The word "Mortgagee" when used herein shall include the successors and assigns of the Mortgagee named herein and the holder or holders, from time to time, of the note secured hereby.

**UNOFFICIAL COPY** 

37205045

#### **EXHIBIT A**

## ATTACHED TO AND MADE A PART OF

JUNIOR MORTGAGE DATED SEPTEMBER 3, 1986

P.L. , EHX

## Parcel 1:

Lot 24 in The Landmark of Northfield, being a Subdivision of part of the South West 1/4 of Section 19, Township 42 North, Range 13 East of the Third Principal Meridian, according to the plat thereof recorded December 3, 1980 in the Office of the Recorder of Deeds as Document 25690690 in Cook County, Illinois.

#### Parcel 2:

Easements appurtenant to and for the benefit of Parcel 1 as set forth in the preservation declaration of The Landmark recorded December 3, 1980 as Document 25691004.

# Parcel 3:

Easement for the benefit of Parcel 1, as created by grant from the Innois Bell Telephone Company, a corporation of Illinois to Maywood-Proviso State Bank, as Trustee under Trust Agreement Dated January 2, 1970 and known as Trust Number 2610 dated January 9, 1979 and recorded February 9, 1979 as Document 24839084 of the right, privilege and authority to construct, reconstruct, repair, maintain and operate a sewer in under and through part of the laid. The East 12 feet, except the North 45.10 feet of that part of the South 21 acres of the Southwest 1/4 of Section 19, Township 42 North, Range 13 East of the Wird Principal Meridian, described as follows: beginning at a point on the South line of the Southwest 1/4 aforesaid, 250.79 feet East of the intersection of said South line with the Easterly right of way line of Public Service Company of Northern Illinois (as measured along said South line); thence West along the South line of said Southwest 1/4 a distance of 100.79 feet to a point; thence Northwesterly along a line 150 feet East of and parallel with the Easterly line of the aforesaid right of way (as measured on said South line). A distance of 360.38 feet to a point on the North line of dapp's Subdivision of the South 107 acres of said Southwest 1/4; thence East along said North line, a distance of 181.74 feet to a point 345.72 feet West of the center line of Happ Road (as measured on said North line); thence South at right angles to said North line, a distance of 45.1 feet to a point; thence East parallel with said North line, a distance of 6.33 feet to a point, thence South a distance of 304.48 feet to the point of beginning, in Cook County, Illinois.