

UNOFFICIAL COPY 2

87293952

MORTGAGE (Illinois)
For Use With Note Form No. 1447

(Above Space For Recorder's Use Only)

THIS INDENTURE, made April 21, 19 87, between Eugene L. Jones and Therese M. Jones,
his wife 2231 Wesley Avenue Evanston Illinois
(No. and Street) (City) (State)

herein referred to as "Mortgagors," and State National Bank
1603 Orrington Avenue, Evanston Illinois herein referred to as "Mortgagee," witnesseth:
(No. and Street) (City) (State)

THAT, WHEREAS, the Mortgagors are justly indebted to the Mortgagee upon the installment note of even date herewith, in the principal sum of Twenty Six Thousand Five Hundred Ninety and 80/100 DOLLARS (\$26,590.80), payable to the order of and delivered to the Mortgagee, in and by which note the Mortgagors promise to pay the said principal sum and interest at the rate and in installments as provided in said note, with a final payment of the balance due on the 20th day of April, 19 92, and all of said principal and interest 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 of the Mortgagee in Evanston, Illinois

NOW, THEREFORE, the Mortgagors to secure the payment of said principal sum of money and said interest in accordance with the terms, provisions and limitations of this mortgage, and the performance of the covenants and agreements herein contained, by the Mortgagors to be performed, and also in consideration of the sum of One Dollar in hand paid, the receipt whereof is hereby acknowledged, do by these presents CONVEY and WARRANT unto the Mortgagee, and the Mortgagee's successors and assigns, the following described Real Estate and all of their estate, right, title and interest therein, situate, lying and being in the City of Evanston, COUNTY OF Cook AND STATE OF ILLINOIS, to wit:

The South 2 feet of lot 13, all of lot 12, and the north 15 feet of lot 11 in block 1 in McCormick's Subdivision of the 611 1/2 feet north of and adjoining the south 708 1/2 feet of that part of the Chicago and Northwestern Railroad in the south east 1/4 of the south east 1/4 of Section 22, Township 41 North, Range 13 east of the Third Principal Meridian in Cook County, Illinois.

PERMANENT REAL ESTATE INDEX NUMBER: 10-12-412-014 & 016

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which, with the property hereinafter described, is referred to herein as the "premises,"

TOGETHER with all improvements, tenements, easements, fixtures, and appurtenances thereto belonging, and all rents, issues and profits thereof for so long and during all such times as Mortgagors may be entitled thereto (which are pledged primarily and on a parity with said real estate and not secondarily) and all apparatus, equipment or articles now or hereafter therein or thereon used to supply heat, gas, air conditioning, water, light, power, refrigeration (whether single units or centrally controlled), and ventilation, including (without restricting the foregoing), screens, window shades, storm doors and windows, floor covering, radiator beds, awnings, stoves and water heaters. All of the foregoing are declared to be a part of said real estate whether physically attached thereto or not, and it is agreed that all similar apparatus, equipment or articles hereafter placed in the premises by the Mortgagors or their successors or assigns shall be 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 Illinois, which said rights and benefits the Mortgagors do hereby expressly release and waive.

The name of a record owner is: Eugene L. Jones and Therese M. Jones, his wife

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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. WITNESS the hand . . . and seal . . . of Mortgagors the day and year first above written.

PLEASE
PRINT OR
TYPE NAME(S)
BELOW
SIGNATURE(S)

Eugene L. Jones (Seal) Therese M. Jones (Seal)

State of Illinois, County of Cook st., I, the undersigned, a Notary Public in and for said County,

in the State aforesaid, DO HEREBY CERTIFY that Eugene L. Jones and Therese M. Jones, his wife 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.

IMPRESS
SEAL
HERE

Given under my hand and official seal, this 21st day of April, 19 87.
Commission expires My Commission Expires Dec. 2, 1989 19 .
This instrument was prepared by Eva N. Walker, State National Bank, 1603 Orrington Ave Notary Public
(NAME AND ADDRESS) Evanston, IL 60204



NAME State National Bank
ADDRESS 1603 Orrington Avenue
CITY AND STATE Evanston, IL. ZIP CODE 60204

ADDRESS OF PROPERTY:
2231 Wesley Avenue
Evanston, IL. 60201

THE ABOVE ADDRESS IS FOR STATISTICAL PURPOSES ONLY AND IS NOT A PART OF THIS MORTGAGE.

SEND SUBSEQUENT TAX BILLS TO:

12.00 E

OR RECORDER'S OFFICE BOX NO. _____

(Name)
(Address)

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THE COVENANTS, CONDITIONS AND PROVISIONS REFERRED TO ON PAGE 1 (THE REVERSE SIDE OF THIS MORTGAGE):

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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.

ASSIGNMENT OF MORTGAGE

For consideration paid, EAGLE BUILDERS holder of the mortgage, from JOHN + SUSAN RUSSELL to EAGLE BUILDERS dated 4-13-87

and intended to be recorded with Cook County Recorder of Deeds immediately prior hereto does hereby assign said mortgage and claim secured thereby to THE DARTMOUTH PLAN, INC. 1301 Franklin Avenue, Garden City, N.Y. 11530. (Individual and Partnership Signature) (Corporate Signature)

WITNESS my (our) hand(s) and seal(s) this 4 day of MAY 19 87 IN WITNESS THEREOF, BOB MARON has caused its corporate seal to be affixed hereto and these presents to be signed on its behalf by its President or a Vice-President or its Treasurer or an Assistant Treasurer duly authorized this 4 day of MAY 19 87 By BOB MARON Duty Authorized (Name of Officer and Title)

ACKNOWLEDGEMENT BY INDIVIDUAL

THE STATE OF ILL. COUNTY OF COOK SS. Then personally appeared the above named BOB MARON and acknowledged the foregoing assignment to be his (her) free act and deed. Before me, William J. Smith My commission expires 3-17 19 88 Notary Public

ACKNOWLEDGEMENT BY CORPORATION

THE STATE OF ILL. COUNTY OF COOK SS. Then personally appeared the above named BOB MARON the PRESIDENT and OWNER respectively, of EAGLE BUILDERS and acknowledged the foregoing assignment to be the free act and deed of said officer and said corporation and that the seal affixed to said instrument is the corporate seal of said corporation. Before me, William J. Smith My commission expires 3-17 19 88 Notary Public

ACKNOWLEDGEMENT BY PARTNERSHIP

THE STATE OF ILL. COUNTY OF COOK SS. Then personally appeared the above named BOB MARON a General Partner of EAGLE BUILDERS a partnership, and acknowledged the foregoing assignment to be his free act and deed and the free act and deed of said partnership. Before me, William J. Smith My commission expires 3-17 19 88 Notary Public

87293953

REAL ESTATE MORTGAGE STATUTORY FORM John T. Russell TO Eagle Builders ASSIGNMENT OF MORTGAGE Eagle Builders TO THE DARTMOUTH PLAN, INC.

When recorded mail to THE DARTMOUTH PLAN, INC. 1600 Stewart Avenue Westbury, N.Y. 11580 Space below for Recorder's use only

UNOFFICIAL COPY



CITY AND EVANSTON, ILL. 60204
ADDRESS 1603 Orrington Avenue
State National Bank

ADDRESS OF PROPERTY:
2231 Wesley Avenue
Evanston, IL, 60201
THE ABOVE ADDRESS IS FOR STATISTICAL PURPOSES ONLY AND IS NOT A PART OF THIS INSTRUMENT.

DOCUMENT NUMBER
1200

2566278

Given under my hand and official seal, this 21st day of April 1987
Commission expires My Commission Expires Dec. 2 1989
Eva M. Walker, State National Bank, 1603 Orrington Ave.
Evanston, IL, 60204
This instrument was prepared by

In the State aforesaid, DO HEREBY CERTIFY that Eugene L. Jones and Therese M. Jones, his wife 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.
I, the undersigned, a Notary Public in and for said County, Cook, State of Illinois, County of Cook, ss.
Eugene L. Jones
Therese M. Jones
Eugene L. Jones
Therese M. Jones
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 Mortgagor, their heirs, successors and assigns. I will witness the hand... of Mortgagors the day and year first above written.

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which, with the property hereinafter described, is referred to herein as the "premises," TOGETHER with all improvements, tenements, contents, fixtures, and appurtenances thereto belonging, and all rents, issues and profits thereof for so long and during all such times as Mortgagors may be entitled thereto (which are pledged primarily) and on a parity with said real estate and not secondarily) and all apparatus, equipment or articles now or hereafter used to supply heat, gas, air conditioning, water, light, power, refrigeration (whether single units or centrally controlled), and ventilation, including (without restricting the foregoing) screens, window shades, storm doors and windows, floor coverings, inlaid beds, awnings, stoves and water heaters. All of the foregoing are declared to be a part of said real estate whether physically attached thereto or not, and it is agreed that all similar apparatus, equipment or articles hereafter placed in the premises by the Mortgagors or their successors or assigns shall be considered as constituting part of the real estate. TO HAVE AND TO HOLD the premises by the Mortgagors or their successors or assigns shall be considered as constituting part of the real estate, 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 Illinois, which said rights and benefits the Mortgagors do hereby expressly waive, and wife.

PERMANENT REAL ESTATE INDEX NUMBER: 10-12-412-014 & 016
Mortidian in Cook County, Illinois.
The south 2 feet of lot 13, all of lot 12, and the north 15 feet of lot 11 in block 1 in McCormick's subdivision of the Chicago and Northwestern Railroad in the south east 1/4 of the south east 1/4 of Section 12, Township 41 North, Range 13 east of the Third Principal Meridian in Cook County, Illinois.

State National Bank, Evanston, Illinois
herein referred to as "Mortgagor," and
1603 Orrington Avenue, Evanston, Illinois
(No. and Street) (City) (State)
NOW, THEREFORE, the Mortgagors to secure the payment of said principal sum of money and said interest in accordance with the terms, provisions and limitations of this mortgage, and the performance of the covenants and agreements herein contained, by the Mortgagors to be performed, and also in consideration of the sum of One Dollar in hand paid, the receipt whereof is hereby acknowledged, do by these presents CONVEY AND WARRANT unto the Mortgagee, and the Mortgagee's successors and assigns, the following described Real Estate and all of their estate, right, title and interest therein, situate, lying and being in the City of Evanston, Cook County of Illinois, to wit:

THIS INSTRUMENT, made April 21, 1987, between Eugene L. Jones and Therese M. Jones, his wife
2231 Wesley Avenue, Evanston, Illinois
(No. and Street) (City) (State)

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1. Mortgages shall (1) promptly repair, restore or rebuild any building or improvements now or hereafter on the premises which may become damaged or destroyed; (2) keep said premises in good condition and repair, without waste, and free from mechanical or other liens or claims for lien not expressly subordinated to the lien hereof; (3) pay when due any indebtedness which may be incurred 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 building or 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. Mortgages 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 Mortgages shall pay in full under protest, in the manner provided by statute, any tax or assessment which Mortgages may desire to contest.

3. In the event of the enactment after this date of any law or Illinois deduction 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 Mortgages, or changing in any way the laws relating to the taxation 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 Mortgagee, 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 Mortgages 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, upon demand by the Mortgagee, shall pay such taxes or assessments, or 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 to the issuance of the note hereby secured, the Mortgagee covenant and agree to pay such tax in the manner required by any such law. The Mortgagee 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 as the Mortgagee are not in default either under the terms of the note secured hereby or under the terms of this mortgage, the Mortgagee 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. Mortgages shall keep all buildings and improvements situated on said premises insured against loss or damage by fire, lightning and windstorm under policies providing for payment by the insurance companies of money sufficient either to pay the cost of replacing or repairing the same or to pay in full the indebtedness secured hereby, all in compliance satisfactory to the Mortgagee. Under insurance policies provided for in this mortgage, such rights to be evidenced by the standard mortgage clause to be attached to each policy, and shall deliver all policies, including additional and renewal policies, to the Mortgagee, and in case of insurance attached to expire, shall deliver renewal policies not less than ten days prior to the respective dates of expiration.

7. In case of default therein, a Mortgagee may, but need not, make any payment or perform any act hereinafore required of Mortgages in any form and manner deemed expedient, 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 claim thereon, or redeem from any tax sale or foreclosure affecting said premises or any part thereof, or pay any other money 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 thereon 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 Mortgagee.

8. The Mortgagee making any payment hereby authorized relating to taxes or assessments, may do so according to any bill, statement or estimate procured from the appropriate public office without inquiry into the accuracy of such bill, statement or estimate or into the validity of any tax, assessment, sale, foreclosure, tax lien or claim thereon.

9. Mortgages shall pay each item of indebtedness herein mentioned, both principal and interest, when due according to the terms hereof. At the option of the Mortgagee and without notice to Mortgages, all unpaid indebtedness secured by this mortgage shall, notwithstanding 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, or (b) when default shall occur and continue for three days in the performance of any other agreement of the Mortgagee 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. In any suit 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 attorney's fees, appraisers' fees, outlays for documentary and expert evidence, stenographers' charges, publication costs and costs (which may be estimated as to items to be expended after entry of the decree) of procuring all such services of title, title searches, and examinations, title insurance policies, Torrens certificates, and similar data and assurances with respect to the Mortgagee may deem to be reasonably necessary either to prosecute such suit or to evidence to bidders at any sale which may be had pursuant to such decree the true condition of the title or the value of the premises. All expenditures and expenses of the nature in the paragraph mentioned shall become so much additional indebtedness secured hereby and immediately due and payable, with interest thereon at the highest 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 mortgage or any indebtedness hereby secured; or (b) any suit or proceeding for the commencement of any suit for the foreclosure hereof or threatened suit or proceeding which might affect the premises or the security hereof.

11. The proceeds of any foreclosure sale of the premises shall be distributed and applied in the following order of priority: First, on account of all costs and expenses incident to the foreclosure proceedings, including all such items as are mentioned in the preceding paragraph hereof; second, all other items which under the terms hereof constitute secured indebtedness remaining unpaid on the note; fourth, any overplus to Mortgages, 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 the court in which such 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 or insolvency of Mortgages at the time of application for such receiver and without regard to the value of the 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 case of a sale and a deficiency, during the full maturity period of redemption, whether there be redemption or not, as well as during any further times when Mortgages, 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 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 intervening 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 Mortgagee 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 hereof, or interested in said premises, shall be held to answer 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. Mortgagee shall release a reasonable fee to Mortgagee for the execution of such release.

18. This mortgage and all provisions hereof, shall extend to and be binding upon Mortgages and all persons claiming under or through Mortgages and the word "Mortgages" 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 "Mortgages" 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.

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