SIMPLE MORTGAGE UNG TO TO TO TO TO THE Uniterstance Carol B. Siebel Co.	1300	<u>.</u>
Inis Indenture Witnessetti, that the undersigned		1
The second second is the second secon	tate of Illinois, the fo	Howir

County, Illinois: Cook »described: real estate in:

See attached.

Together, with all buildings improvements, fixtures or appurtenances now or hereafter erected thereon or placed therein, 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 herealter therein or thereon, the furnishing of which by lessors to lessees is customary or appropriate, including screens, window shades, storm doors and windows, floor coverings, screen doors, in a door beds, awnings, stoves and water heaters (all of which are intended to be and are hereby declared to be a part Col said real estate whether, physically attached thereto or not) and also together with all casements and the rents, issues and profits of said premises which are hereby pledged, assigned, transferred and set over unto the Mortgagee, whether now due or hereafter to become due as provided herein. The Mortgagee is hereby subrogated to the rights of all mortgages, lienholders and owners paid off by the proceeds of the loan hereby secured.

TO HAVE AND TO HOLD, the said property, with said buildings, improvements, fixtures, appurtenances, apparatus and equipment, and with all the rights and privileges thereunto belonging unto said Mortgagee forever, for the uses herein set forth, free from all rights and benefits under the homestead, exemption and valuation laws of any State which said rights and benefits said Mortpagor does hereby release and waive.

1. To secure payment of the debt as 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, ne sof, executed by the mortgagors 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 mortgagee in the total amount of \$ Four Hundred Thousand Dollars and 00/100hereby releasing and waiving all lights under and by virtue of the homestead and exemption laws of this state and the United States. In the event of a breach of any obligation to pay said debt, the while of 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 shall be recoverable by foreclosure hereof, or by suit at law, or both, all expenses and disbursements, paid or incurred in benalf of the plaintiff in connection with moreologies for the foreclosure hereol — including reasonable attorney's fees, outlays for documentary evidence, stenographer's charges, cost of procuring or of complicity 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 necessary parties to 321, preclosure proceedings - shall be paid by the grantors, and the like expenses and disbursements occasioned by any suit

or proceeding wherein the grantee, or any holde 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 i spenses and disbursements shall be an additional lien upon said premises, and included in any decree that may be rendered in such foreclosure proceeding.

, 2. : Any advances made by the mortgagee 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 to fore the release and cancellation of this Mortgage, but at no time shall this Mortgage secure advances on account of said original Note together with such addition a advances, in a sum in excess of \$ 400,000.00 herein contained shall be considered as limiting the amounts that shall be secured hereby when advanced to protect the security or in accordance with covenants contained in the Mortgage.

3. 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 it is 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, sucral taxes, special assessments, water charges, and sewer service charges against said property (Including those heretofore due) and to furnish Mortgagee, upon request, Juplicate receipts therefor, and all such items extended against said property shall be conclusively deemed valid for the purpose of this requirement. (3) To keep the improvements now or hereafter upon said premises insured against damage by fire, and such other hazards as the Mortgagee may require to be insured against, and to provide public hathlify insurance and such other insurance as the Mortgagee may require, such other hazards as the Mortgagee may require to be insured against, and to crowde higher higher higher higher and such other insurance as the Mortgagee may require, until said indebtedness is fully paid, or in case of briectosure until said indebtedness is fully paid, or in case of briectosure, until said indebtedness is fully paid, or in case of briectosure, until said period or periods, and contain the usual clause satisfactory to the Mortgagee making them ballable to the Mortgagee; and in case-of-foreclosure sale payable to the owner of the certificate of sale, owner of any deficiency, any receiver or redemptioner, or any grantae in a deed pursuant to foreclosure; and in case-of-loss and in case-of-loss authorized to adjust, collect and compromise in its discretion, all claims thire, index and to execute and deliver on behalf of the Mortgagor all necessary proofs; of loss, receipts, vouchers, releases and acquittances required to be signed by the injurance companies, and the Mortgagor, agrees to sign, upon demand, all receipts, youchers, and releases required of him to be signed by the Mortgagor for such purp in a suthorized to apply the proceeds of any inall receipts, vouchers, and releases required of him to be signed by the Mostgagee rot such purp v., and the Mostgagee is authorized to apply the proceeds of any insurance claim to the restoration of the property or upon the indebtedness hereby secured in it or cretion, but monthly payments shall continue until said indebtedness is paid in full; (4) immediately after destruction or damage, to commence and promptly complete the rebuilding or restoration of buildings and improvements now or hereafter on said premises, unless Mortgagee elects to apply on the indebturing secured hereby the proceeds of any insurance covering such destruction or damage, (5). To keep said premises in good condition and repair, without waste, and receive the proceeds of any insurance covering not expressly subordinated to the lien hereof; 16) Not to make, suffer or pairmit any unlawful use of or any number of exist on said property not to diminish nor impair its value by, any act, or omission to act. (7) To comply with all requirements of law with respect to my register or said property not be written by written permission of the Mortgagee hard substance. suffer or permit without the written permission of the Morrgagee being first had and obtained. (a) any use of the property for any purpose other than that for which it is now used; (b) any afterations of the improvements, apparatus, apparatus, fixtures or equipment now or creater upon said property. (c) any purchase it is now used; (b) any alterations of the improvements, apparatus, apparatus, lixtures or equipment now or creater upon said property. (c) any purchase on conditional sale, lease or agreement under which title is reserved in the vendor, of any apparatus, fixtures or equip pent to be placed in or upon any buildings of improvements on said property.
- B. In order to provide for the payment of taxes, assessments, insurance premiums, and other annual charges upon the plonistry securing this indebtedness, and other insurance required or accepted, I promise to pay to the Mortgagee, a prorata portion of the current year taxes upon the or sursement of the loan and to pay monthly to the Mortgagee, in addition to the above payments, a sum estimated to be equivalent to die twellth of such Items, which payments may, at the option of the Mortgagee. (a) be held by it and commingled with other such funds or its own funds for the payment of such Items; (b) or correct in a savings account and Withdrawn by it to pay such items; or (c) be credited to the unpaid balance of said indebtedness as received, provided that the Microganne advances upon this obligaatton sums sufficient to pay said items as the same accrue and become payable. If the amount estimated to be sufficient to pay said items is not sufficient, I promise to the difference upon demand. If such sums are held or carried in a savings account, or escrow account, the same are hereby pledged to further secure this indebtedness. The Mortgagee is authorized to pay said items as charged or billed without further inquiry
- This mortgage contract provides for additional advances which may be made at the option of the Mortgagee and secured by this mortgage, and it is agreed that in the event of such advances the amount thereof may be added to the mortgage debt and shall increase the unpaid balance of the note hereby secured by the amount of such advance and shall be a part of said note indebtedness under all of the terms of said note and this contract as fully as if a new such note and contract were executed and delivered. An Additional Advance Agreement may be given and accepted for such advance and provision may be made for different monthly payments and a different interest rate, and other express modifications of the contract, but in all other respects this contract shall remain in full force and effect as to said indebtedness, including all advances.
- That in case of failure to perform any of the covenants herein, Mortgagee may do on Mortgagor's behalf everything so covenanted, that said Mortgagee may also do any act it may deem necessary to protect the hen hereof; that Mortgagor will repay upon demand any moneys paid or disbursed by Mortgagor lor any of the above purposes and such moneys together with interest thereon at the highest rate for which it is then lawful to contract shall become so much additional indebtedness secured by this mortgage with the same priority as the original indebtedness and may be included in any decree foreclosing this mortgage and be paid out of the rents or proceeds of sale of said premises if not otherwise paid; that it shall not be obligatory upon the Mortgagee to check into the validity of any lien, encumbrance or claim in advancing moneys as above authorized, but nothing herein contained shall be constitued as requiring the Mortgagee to advance any moneys for any purpose nor to do any act hereunder; and the Mortgagee shall not incur any personal liability because of anything it may do or omit to do 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 secure any other amount or amounts that may be added to the mortgage indebtedness under the terms of this mortgage contract.
- That if all or any part of the property, or any interest therein, or if the mortgegor is a land trust, if all or any part of the beneficial interest in said trust is sold, transferred or assigned by the mortgagor without the prior consent of the mortgagoe, excluding tal the creation of a lien or encumbrance subordinate to this mortgage, (b) the creation of a purchase money security interest for household appliances, (c) a transfer by devise, descent, or by operation of law upon the death of a joint tenant or (c) the grant of any leasehold interest of three years or less not containing an option to purchase, Mortgagee, may, at Mortgagee's option, declare without notice all of the sums secured by this mortgage to be immediately due and payable.

Mortgagee shall have waived such option to accelerate it, prior to the sale or transfer, Mortgagee and the person to whom the property is sold or transferred reach agreement in writing that the credit of such person is satisfactory, to Mortgages and that the interest payable on the sums secured by this mortgage shall be at such rate as Mortgagee shall request. If Mortgager's successor has executed a written assumption agreement accepted in writing by Mortgagee, Mortgagee shall release Mortgagor from all obligation under this mortgage and the note securing it.

with any succussor in interest of the Bortuego payment of the debt secured hereby, but said Subject to the learns for this personable, nothing in the moltage contract shall prevent if its property in the manner assemble the Mortgagor, and taid dealings may include forbearing to sue or extending the shall not discharge or in any way affect the Hability of the Mortgagor hereunder or the debt hereby secur

That time is of the essence hereof and it default be made in performance of any covenant herein contained or in making any payment under said in tion 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 fit proceedings in bankruptcy by or against the Mortgagor, or if the Mortgagor shall make an assignment for the benefit of his craditors or if his property has pleas control of or in custody of any court, or if the Mortgagor abandon any of said property, or in the event of the filling of a suit to condemn all or a part of the said property, or in the event of the filling of a suit to condemn all or a part of the said property. ty, then and in any of said events, the Mortgagee is hereby authorized and empowered, at its option and without affecting the lien hereby created of the priority of lien or any right of the Mortgegee hereunder, to declare without notice, all sums secured hereby immediately due and payable, whether or not such default be in by Mortgagor, and apply toward the payment of said mortgage indebtedness any indebtedness of the Mortgages to the Mortgager, and said Mortgage distally proceed to foreclose this mortgage, and in any foreclosure a sale may be made of the premises an masse without offering the several parts separately.

H. That the Mortgages may employ counsel for advice or other legal service at the Mortgages's discretion in connection with any dispute as to the debt here or the lien of this instrument, or any litigation to which the Mortgages may be made a party on account of this lien or which may affect the title to the property a the indebtedness hereby secured or which may affect said debt or lien and any reasonable astorney's fees so incurred shall be added to and be a part of the d 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 a 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 dissecured. All such amounts shall be payable by the Mortgager to the Mortgager on demand, and if not peld shall be included in any decree or judgment as a part of the mortgager. 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 a 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 nother 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 a tion of the purchase money.

In case the mortgaged property, or any part thereof, shall be taken by condemnation, the Mortgagee is hereby empowered to collect and receive all comwhich may be paid for any property to taken or for damages to any property not taken and all condemnation compensation so received shall be forthwith applied by the Mortgages as it may electric to mediate 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, tisses and profits of said premises are pledged, assigned and transferred to the Mortgages, whether now due or herester to become due, un or by virtue of any lease or agreement, or the use or occupancy of said property, or any part thereof, whether said lease or agreement is written or verbel, and it is intention hereof (a) to pledge said run and profits on a parity with said real estate and not secondarily and such pledge shall not be deemed merged in an foreclosure decree, and (b) to establish at an olute transfer and assignment to the Mortgage of all such leases and agreements and all the aveils thereunder to the Mortgage of all such leases and agreements and all the aveils thereunder to the Mortgage. with the right in case of default, either before or "fer foreclosure sale, to enter upon and take possession of, manage, maintain and operate said premises, or enve thereof, make leases for terms deemed advantage out to it, terminate or modify existing or future leases, collect said avails, rents, issues and profits, regardless of earne I, and use such measures whichier legal or equitable as it may deem proper to enforce collection thereof, employ renting agents or other amployees, alter or re said premises, buy furnishings and equipment thurefore when it: deems necessary, purchase adequate fire and extended coverage and other forms of materials and extended coverage and extended be deemed advisable, and in general exercise all powers ordinally incident to absolute ownership, advance or borrow money necessary, for any purpose herein sta secure which a lien is hereby created on the mortgaged menises and on the income therefrom which lien is prior to the lien of any other indebtedness hereby se and out of the income retain resconable compensation for itself __y insurance premiums, taxes and assessments, and all expenses of every kind, including attempted 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 purpose. 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 eforesaid purpose the interest and then on the principal of the indebtedness hereby serure 1, before or after any decree of foreclosure, and on the deficiency in the processis of a whether there be a decree in personam therefor or not. Whenever all of the indebtedness secured hereby is paid, and the Mortgages in its sale discretion, seek that there is no substantial uncorrected default in performance of the Mortgagor and pay to Mortgagor any surplus income in its hands. The possession of the mortgagor may continue until all indebtedness secured hereby is paid in full or until the design. very of a Deed pursuant to a degree foreclosing the lien hereof, but if no dee the issued, then until the expiration of the statutory period during which it may be in Mortgages shall, however, have the discretionary power at any time to refuse (o) take or to abandon possession of said premises without affecting the flench Mortgages shall have all powers if any, which is might have had without this par agraph. No suit shall be sustainable, against Mortgages based upon acts or ornigate lating to the subject matter of this paragraph unless commerced within sixty days are in ortgages's possession ceases.

That upon the commencement of any foreclosure proceeding hereunder, the court is 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 olvency 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, an point a receiver with power to manager and rent and to collect the remains. issues and profits of said premises during the pendence of such foreclosure suit and the statu or period of renemotion; and such rants, issues and profits when cos lected, may be applied before as well as after the sale, towards the payment of the indebtedner, costs, taxes, insurance or other items necessary for the prote and preservation of the property. Including the expenses of such receivership; or on any deticiency of crey whether there be a decree therefore in personam or the and if a receiver shall be appointed he shall remain in possession until the expiration of the full period allow of by statute for redemption, whether there be redempted 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 less. of said premises shall be nullfied by the appointment or entry in possession of a receiver but he may elect to in note any lease junior to the lien hereof.

That each right, power and remedy herein conferred upon the Mortgagee is cumulative of every other right a remedy of the Mortgagee, whether herein or by disw conferred, and may be inforced concurrently therewith, that no waiver by the Morrgages of performance of an / covenant herein or in said obligation contained shall be a said obligation contai otherester in any manner affect the right of Morrages to require or enforce performance of the same or any other of sall o coverants; that wherever the context h prequires, the masculine gender, as used herein, shall include the teminine 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, sur ess its and assigns of the Mortgago, and

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 conporate trustee, and the improvements on said real estate contain four or more dwelling units, the mortgagor does hereby waive all rights of redemption,

and obligations under this mortgage shall extend to and be binding upon the respective heirs, executors, administrators, surcessors and assigns of the Mortgages; and that the powers herein mentioned may be exercised as often as occasion ther for a ises.

M. That in the event the mortgager is a duly organized corporation, the mortgagor does hereby waive all rights of redemptions as the mortgager. In witness whereof, this mortgage is executed, seeled and delivered this day of . August 30, ... A.D. 19 88 _ (SEAL) ริสภาพ โดยเกาะคระ โดยว่าสัญเกาสมัยคำวันหลัง ค.ศ. โดยว่าจะ เกาะ COOK COUNTY TE HOUSE SILED FOR RECORD 88418443 STATE OF Illinois COUNTY OF Cook 1988 SEP 14 AN 9: 00 I, The Undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY THAT Carol B. Siebel subscribed to the foregoing instrume 18 appeared before me this day in person, and acknowledged that

personally known to me to be the same person whose name

she

signed, sealed and delivered the said instrument

Transfer by partic rights under any homestead; exemption and valuation laws:

GIVEN under my hand and Notarial Seal, this THIS INSTRUMENT WAS PREPARED BY: Mail To'

Virginia L. Seckler, Bank of Northfield 400 Central Ave., Northfield, IL 60093

BOX 333-GG

30th حجام يعلن ~~åu∉ust OFFICIAL SEAL SANDY ASHCROFT NOTARY PUBLIC, STATE OF ILLINOIS

MY COMMISSION EXPIRES 5/12, 02

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

A.D. 19 88

RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS. SUBDIVISION OF THE SOUTH WEST 1/4 OF SECTION 28, TOWNSHIP 42 NORTH, THE WEST 50 FEET OF LOT 20 IN MANUS' LAKE SHURE HIGHLANDS, BEING A

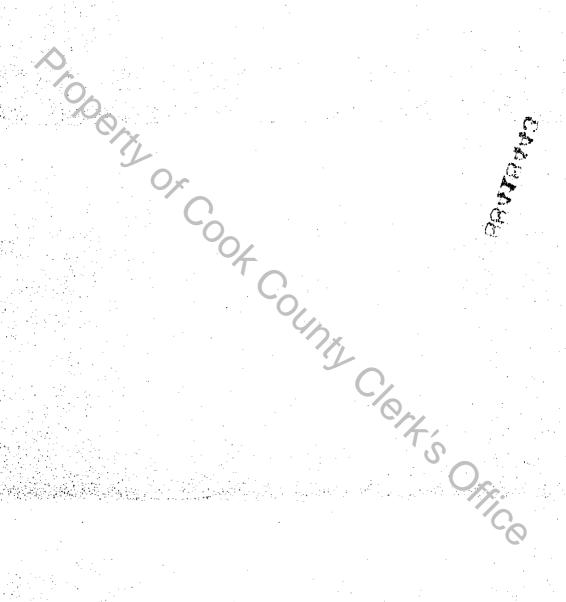
ADDRESS: 2206 Greenwood

960-206-82-80 GI XAT

Wilmerte, Il 60091

Property of Cook County Clerk's Office

UNOFFICIAL COPY



A RAPINITATION FOR THE PRINT TO A SECURITY OF THE PRINT O

NOT THE CONTRACTOR