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MORTGAGE

THE ABOVE SPACE FOR RECORDER'S USE ONLY

THIS IN ENTIRE, ~~made~~ September 20, 1988, between Lawrence H. Zoldowski and Mary C. Zoldowski, his wife, joint tenants.

the term referred to as "Mortgagors,") and GLADSTONE-NORWOOD TRUST & SAVINGS BANK, a banking corporation organized under the laws of the State of Illinois, doing business in Chicago, Illinois, (herein referred to as "Mortgagee,") WITNESSETH THAT WHEREAS Mortgagors are justly indebted to Mortgagee in the sum of Five thousand and 0/100ths

that the REAS Mortgagors are duly indebted to Mortgagor in the sum of \$ 5,000.00 evidenced by a certain Promissory Note of even date herewith executed by Mortgagors, payable to the order of the Mortgagor and delivered, by which Note Mortgagors promise to pay said principal sum and interest on the balance of principal remaining from time to time unpaid at the rate of Eleven and 0/100 per cent (11 1/2 per annum) prior to maturity, at the office of Mortgagor in Chicago, Illinois, in 60 successive monthly installments commencing October 26, 1988, and on the same date of each month thereafter, all except the last of said installments to be in the amount of \$ 108.71 each, and said last installment to be the entire unpaid balance of said sum, together with interest on the principal of each installment after the original maturity date thereof at 11 1/2 per annum; together with all costs of collection, including reasonable attorney's fees, upon default, thereafter referred to as the "Note").

... to cause, entitling the Mortgagors to secure the payment of said Note in accordance with its terms and the terms, provisions and limitations of this Mortgage, and all covenants and renewals thereof, and for the further purpose of securing the payment of any and all obligations, indebtedness and liabilities of any and every kind now or hereafter owing and to become due from the Mortgagors to any of them to the holder of said Note or to the Assignee or the Successor, during the term of this mortgage, however created, incurred, evidenced, acquired or arising, whether under the Note or this Mortgage or under any other instrument, obligation, contract or agreement of any and every kind now or hereafter existing or entered into between the Mortgagors and any of them and the Mortgagors, whether and whether direct, indirect, primary, secondary, fixed or contingent, together with interest and charges as provided in said Note and in any other agreements made by and between the parties herein, and including all present and future indebtedness accrued or arising by reason of the execution of Mortgages or of Mortgagors or any of them or present or future indebtedness or obligations of third parties to Mortgagors, and of present and future indebtedness arising owing to Mortgagors or any of them to their posterity and assigns to said third parties to Mortgagors, and any and all renewals and extensions of any of the foregoing, and the performance of the covenants and agreements herein contained, by the Mortgagors to be performed, and in the amount of one thousand dollars in hand paid, the receipt whereof is hereby acknowledged, do by these presents Mortgage and Convey to the Mortgagors, its successors and assigns, the following described Real Estate in the County of Cook, and State of Illinois, to wit:

Lot 19 in Block 1 in Forest Crest, being George C. Hield's Subdivision
of part of the Southeast fractional 1/4 of Section 5, Township 40 North,
Range 13 East of the Third Principal Meridian, according to the plat thereof
recorded February 25, 1921 as Document 7068615, Cook County, Illinois.

TAX ID: 13-05-414-018 THIS IS A JUNIOR MORTGAGE. #7167 # D * -88-493791
COOK COUNTY RECORDER

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which, with the property heretofore described, is referred to herein as the "Invention".

Joint living with all improvements, rents, rents, easements, fixtures and appurtenances thereto belonging, and all rents, issues and profits thereof for so long as 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 thereon or thereto used to supply heat, gas, air conditioning, water, light, power, refrigeration, telephones, water, sewage, centrally controlled, and ventilation, including without restricting the foregoing, stoves, window shades, screen doors and windows, fireplaces, chimneys, heating, storage, 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 on the premises by the Mortgagors or their successors shall be considered as constituting part of the real estate.

THE TRUSTEE AND THE HOLDER OF THE LIENSES UNDER THE MORTGAGE, ITS SUCCESSORS AND ASSIGNS, HEREBY, FOR THE PURPOSES HEREIN SET FORTH, FREE FROM ALL RIGHTS AND BENEFITS, WHETHER AND TO WHOMSOEVER THE HOMESTEAD EXEMPTION LAWS OF THE STATE OF ILLINOIS, WHICH HOLD RIGHTS AND BENEFITS THE MORTGAGEE, DO HEREBY, EXPRESSLY RELEASE AND DISCHARGE.

This Mortgage consists of two pages. The covenants, conditions and provisions appearing on page 2 (the reverse side hereof) among other things, require Mortgagors to keep the premises in repair, insured and free of liens and to pay and discharge prior liens and taxes, provide that if not paid by Mortgagors, the costs of such repairs, insurance, prior liens and taxes paid by Mortgagor, constitute additional indebtedness secured hereby, provide for tax and insurance deposits, for acceleration of maturity of the Note and foreclosure hereof in case of default and for the allowance of Mortgagor's attorney's fees and expenses of foreclosure, and are incorporated herein by reference, are a part hereof, and shall be binding on the Mortgagors and those claiming through them.

In the event Mortgagors sell or convey the premises, or if the title thereto, or any interest therein shall become vested in any manner whatsoever in any other person or persons other than Mortgagors, Mortgagee shall have the option of declaring immediately due and payable all unpaid installments on the Note and enforcing the provisions of this Mortgage with respect thereto unless prior to such sale or conveyance Mortgagee shall have consented thereto in writing and the prospective purchasers or grantees shall have executed a written agreement in form satisfactory to the Mortgagee assuming and agreeing to be bound by the terms and conditions of said Note and this Mortgage.

Signed and sealed by the Mortgagors the date first above written.

Lawrence H. Zoldowski

STATE OF ILLINOIS
COOK COUNTY

Instrumental Agreement: I declare that I am this day in person and do acknowledge that John signed, sealed and delivered the said Instrument as their true and honest instrument for the uses thereon written, including the release and waiver of all rights under law, instead, concerning the above-mentioned instrument.

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This document prepared by Nina Gaspich

BLADSTONE NORWOOD TRUST & SAVINGS BANK CINCINNATI, OHIO
Notary Public

1481

STRIKE DATE: 10-10-1981
AMERICAN ENTRUSTED PROPERTY HOME

5729 N. Manton

City _____ State _____ Zip _____

29 111 see with 229-130

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

2. In addition to the amounts payable of principal and interest as payable under the terms of the Note, the Mortgagors agree to pay to the holder of the Note, who is
known as the holder of the Note, such sums as may be specified for the purpose of establishing a reserve for the payment of premium or premium and
such other hazards as shall be specified hereunder covering the managed property, and for the payment of taxes and special assessments occurring on the property as
estimated by the holder of the Note, such sums as he hold by the holder of the Note without any allowance for interest, for the payment of such premiums, taxes and
special assessments provided that such amounts shall not be required to affect the obligation of the Mortgagors to pay such premiums,
taxes and special assessments, and to keep the managed property insured against loss or damage by fire or lightning. If, however, payments made hereunder for reserves,
special assessments and insurance premiums shall be sufficient to pay the amounts necessary as they become due, then the Mortgagors shall pay the necessary amounts
as noted up the deficiency. If amounts collected for the purpose aforesaid exceed the amounts necessary to make such payments, such excess shall be retained as collateral
against payments for those purposes as may be made by the Mortgagors.

3. The privilege is granted to make preparations on board of the boat to lay down a new bottom or to change the bottom of the boat will be exercised at the discretion of the Master.

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3. Mortgagee or other Mortgagor may employ counsel fee advice or other legal services as the Mortgagor's discretion is reasonable and the disbursements shall be paid by the Mortgagor at the rate of 11% per annum on the principal amount of the debt or any interest or any damages or expenses incurred in the collection of the debt or any reasonable attorney's fees so incurred shall be added to and be a part of the debt so assessed, and all such fees and expenses reasonable incurred in the collection of the debt or any reasonable attorney's fees so incurred shall be added to and be a part of the debt so assessed, and all such fees and expenses reasonable incurred in the collection of the debt or any reasonable attorney's fees so incurred shall be added to and be a part of the debt so assessed. All such fees and expenses shall be payable by the Mortgagor to the Mortgagee as demand, and all such fees and expenses shall be deducted as one debt or balance as a part of the debt so assessed.

and mortgage debt and shall bear the interest on the rate of 11.0 per cent. 11.5 per annum.

6. In case of default thereon, the party may, but need not, make any payment or perform any act before required of Mortgagor to be done, and the party may, but need not, make any partial payment of principal or interest as from time thereafter, at any, and purchase, discharge, compromise or settle any sum or other sums due or to become due, or recover from any one, or any other person, any sum or value received by him or her in respect of any of the purposes herein authorized, and all expenses paid or incurred in connection therewith, including attorney's fees, and any other costs, charges or expenses of any kind, which the party may incur in the enforcement of any of the rights and remedies herein given to it, shall be no such additional indebtedness secured hereby and shall become value freely due and payable without notice and with interest thereon at the rate of 11.0 per cent. 11.5 per annum. Recovery of Mortgagor shall never be considered as a waiver of any right

7. **Monetary policy** - The central bank's role in setting interest rates and managing the money supply.

3. At the option of the Manager and without notice, all unpaid indebtedness so owing by the Manager shall, notwithstanding anything to the contrary contained in any agreement or contract between the Manager and the Debtor, be paid in full.

anywhere on the vessel, between deck and possible
immediately in the case of defects in making permanent or any non-compliance on the part of any other officer
officer shall occur and cause him to make a report to the master on the performance of his other officers of the ship's duty before he is relieved.

9. In the event that Management or either of their family members or dependents die, the appointment of a successor, trustee, or liquidator of all or a substantial part of Management's assets shall be determined by Management, or by the heirs, dependents, or beneficiaries, as the case may be.

any other evidence for the burden of proof, or (d) file a petition for review, or (e) file an action advancing the material allegations and legal theories in the petition for review.

for any order, judgment or decree shall be caused upon an application of a member of the Management Committee or its representative to the Management Committee.

the river, probably to form a small dam across it, so as to collect water for irrigation purposes.

¹ The author would like to thank the editor and anonymous referees for their useful comments and suggestions.

15. When the underwriters or holders of insurance shall become due, whenever by reason of any accident, damage, or other cause, the value of the property insured or the value of the goods or merchandise sent by rail, there shall be allowed and deducted an additional indemnity equal to the damage less the sum of all other expenses and charges which may be paid or incurred on behalf of the carrier, the steamer's fees, passengers' fees, masters' fees, sailors' fees, wages, the crew, stores, and expert evidence, correspondents' charges, public expenses, rates, and taxes.

any subsequent sale or partitioning which might affect the premises or the successors thereto or by any other means, or (c) proceedings for the recovery of any sum due for the leasehold interest after cancellation of such right to have and to hold as was agreed by the parties.

the first of January, and the same date in the following year, the power will be given to the collector, that all the rent and interest which

12. Upon, or as may occur after the filing of suit or foreclosure, this Mortgage, or a copy of it when such copy is filed, shall be a record of all previous, and subsequent, acts made before or after sale, without notice, without regard to the voluntary or involuntary nature of the transfer, and shall be binding upon all persons holding title to the property, or any interest therein, whether they be recordholders or not.

11. The Mortgagor will not at any time assign up, or plead, or in any manner whatsoever claim to have any benefit or advantage of, or any interest in, any insurance, law, act, regulation, lease, agreement or rule of the persons or any one thereof, whatever named, now or ever to be hereinafter established, which may affect or interfere with the rights of the Mortgagor, during the full statutory period of redemption, whether there be redemptions or not, as well as during any foreclosures, or otherwise, except for the recovery of such receiver, would be entitled to collect such rents, issues and profits, and all other powers which may be necessary for the use and enjoyment of such receiver for the protection and preservation of the premises during the whole of such period. The Court from time to time may, however, direct the receiver to apply the net income to his hands no payment so whole or in part; (1) if the indebtedness accrued before, or even during, the execution of such decree, but not being the principal, or any real, special assessment or other sum which may be or become superior to the loss caused by such decree, provided such application is made prior to the date of sale; (2) the debt due in case of a sale and delinquency.

14. No person for the enforcement of the law or of any provision hereof shall be subject to any defense which would not be good and available in the same circumstances
and against the performance of the functions of the Manager, his agents, representatives, or any other person authorized by the Manager to act for him in the execution of the
functions or representation of the interests, or any power derived, given or held by him in the discharge of his functions or representation of the interests, or in the exercise of his
judgments, or orders of any court of competent jurisdiction; and the Manager hereby expressly waives all benefits or advantages of any such law or laws, and waives
no benefit, delay, or expense the execution of any power herein granted or delegated to the Manager, but will and permits the enforcement of every law at which
such law or laws had been made or enacted. The Manager, his staff or employees and all who may then be under it or them, waive, to the extent that they lawfully
can, all rights to have the management expenses marshalled upon any law or laws hereof.

13. In case the premises, or any part thereof, shall be taken by condemnation, the Mortgagor is hereby empowered to collect and receive all compensation which may be had for any property taken or for damage to any property now held and all condemnation compensation so received shall be forthwith applied by the Mortgagor as it shall appear to him to be best used for the benefit of the Mortgagor, his wife, heirs, executors, administrators, and successors in interest, and payment of all expenses of collection, management, and application of any such compensation, and payment of all taxes, assessments, and other charges against the same.

14. All assets, assets, estates and powers of the partners are pledged, assigned and transferred to the Mortgagor, whether now due or hereafter to become due, under or by virtue of any lease or agreement for the use or occupancy of said premises, in any form whatsoever, whether such lease or agreement is written or verbal, and it is the intention of the parties hereto that the Mortgagor shall have the right to collect all rents and other amounts due or to become due from time to time under any such lease or agreement.

all progress, if any, that might have had without that paragraph.

17. In the event now, by loans and improvements are now being or are to be carried or placed on the premises (whether, or there is a right to do so) and no mortgage or mortgages do not cover the construction of said buildings and improvements as aforesaid, then the above and 'Agreement' agreed by the Mortgagor, as aforesaid, shall date prior to the due date of the first payment of principal, or it would be said together, shall become before completion and the said work at all commence, added to a period of thirty days, due and in either event, the entire principal sum of the Money required by the Mortgagor and interest thereon shall be more than due and payable, or the expense of Mortgagor, and in the event of abandonment of said work the construction of the said buildings and improvements for more than three months, as aforesaid, Mortgagor may, at his option, after such time and upon the foregoing premises and complete the construction of the said buildings and improvements always required by Mortgagor in connection with such completion of completed, shall be added to the principal amount of said Note and accrued to date thereof, and shall be payable by Mortgagor on demand, with interest at the rate of 11 1/2, per cent., 11 1/2 per cent., in the event Mortgagor shall elect to pay the same, Mortgagor shall have full and complete authority to employ mechanics or persons to perform the improvements from dependence on others and in payment of the same, and to sell personal property thereon, to construct any and all continuing enlargements for the erection and completion of said buildings, to make all necessary repairs and oblique expenses necessary, either in the name of Mortgagor, or to pay and discharge all debts, obligations and liabilities

19. A reconnection of said premises shall be made by the Manager or the Manager's agent, full payment of the indebtedness otherwise, the possession of the lease and agreement herein made by the Manager, and the payment of the reasonable fees of said Manager.