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CAUTION: Consult a lawyer before using or acting under this form. Neither the publisher nor the printer of this form makes any warranty with respect thereto, including any warranty of merchantability or fitness for a particular purpose.

THIS INDENTURE, made October 24, 1958 between
Lawrence B. Dumas and Janet Sally Dumas, married to each other
2754 Sheridan Road, Evanston, IL 60201

88492590

NO AND STREET, CITY, STATE
herein referred to as "Mortgagee" and NORTHWESTERN UNIVERSITY
an Illinois corporation
633 Clark Street, Evanston IL 60208
CITY, STATE

13.00

herein referred to as "Mortgagee," witnesseth

THAT WHEREAS the Mortgagees are justly indebted to the Mortgagee by their instrument in the principal sum of
TWO HUNDRED EIGHTY THOUSAND AND NO/100 DOLLARS
(\$280,000.00) payable to the order of and delivered to the Mortgagee, and which with the Mortgagee's promise to pay the said principal
sum and interest at the rate and in installments as provided in said note, with a due payment to the Mortgagee on the **31st** day of **October, 2018**
and all of said principal and interest are made payable at such place as the holders of the said note may from time to time by agreement and in the absence
of such appointment, then at the office of the Mortgagee at **633 Clark Street, Evanston IL 60208**

NOW, THEREFORE, the Mortgagees do secure the payment of the said principal sum and interest with the said promise and
limitations of this mortgage, and the full amount of the said principal sum and interest, to the Mortgagee to be paid time and in full
consideration of the sum of One Dollar and no/100 and the receipt therefor is hereby acknowledged by the Mortgagees and the Mortgagee, and the Mortgagee's
successors and assigns, that the said real estate is the property of the Mortgagees and the Mortgagee's successors and assigns, and being in the
City of Evanston, COOK COUNTY, ILLINOIS, AND STATE OF ILLINOIS.

That part of Lots 1 and 2 of **Piggy's Sheridan Road Addition to Evanston,**
a Subdivision in Township 42 North, Range 13, East of the Third Principal
Meridian, in Cook County, Illinois, described as follows: Commencing at a
point on the North line of Lot 1, aforesaid, 60 feet East of the Northwest
corner thereof, thence East along said North line 76 feet, thence South
and parallel with the West line of said Lots to a point 32 feet North of
the South line of Lot 2, aforesaid, thence East and parallel to said line
16 feet, thence South and right angles to the South line of Lot 2, aforesaid,
thence West along said South line to the Southwest corner of said Lot, thence
North along the West line of Lot 2, aforesaid, to a point 188.98 feet South of
the North line of Lot 1 aforesaid, thence East and parallel to the South line
of Lot 2 aforesaid 60 feet and thence North to the point of beginning, in
Cook County, Illinois.

As said
line
angles
lots
South

Address(es) of Real Estate: **2754 Sheridan Road, Evanston, Illinois 60201**

TOGETHER with all improvements, tenements, easements, fixtures and appurtenances thereto, together with the title thereto, and
long and during all such times as Mortgagees may be entitled thereto, which include the primary and secondary mortgage and the security and
all apparatus, equipment or articles which are or after their termination are or may be used in connection with the mortgage, whether
single units or centrally controlled, and all utilities, including, but not limited to, gas, electric, water, sewer, telephone, cable, and wireless, their
coverings, under beds, lawnmowers, stoves and water heaters. And if the Mortgagee is a tenant, the Mortgagee shall have the right to use and
or not, and it is agreed that all similar apparatus, equipment or articles hereafter placed on the premises, whether or not they are
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, together with the title thereto, unto
herein set forth, free from all rights and benefits under and by virtue of the first mentioned instrument, and the Mortgagee's successors and assigns
the Mortgagees do hereby expressly release and waive.

The name of a record owner is **Lawrence B. Dumas**
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 Mortgagees, their heirs, successors and assigns.

Witness the hand and seal of Mortgagees the day and year first above written
Lawrence B. Dumas and **Janet Sally Dumas**
Lawrence B. Dumas Janet Sally Dumas

PLEASE
PRINT OR
TYPE NAME S
BELOW
SIGNATURE S

State of Illinois, County of **Cook**
in the State of Illinois, **DO HEREBY CERTIFY** that
Lawrence B. Dumas and Janet Sally Dumas, married to each other,

are personally known to me to be the persons whose names are subscribed to the foregoing instrument, and
that they are not being induced to execute the same by fraud, duress, or undue influence, and that they
understand the contents of the same and that they are executing the same for the purposes therein expressed.

Given under my hand and seal this **24th** day of **October**, 1958.
Commission expires **4/22** 1959
Martha P. Mandel
This instrument was prepared by **Martha P. Mandel, 633 Clark Street, 2-261 Room, Evanston IL 60208**
NAME AND ADDRESS

Mail this instrument to **Northwestern University, Office of Legal Affairs, 633 Clark, Room 2-261, Evanston IL 60208**
NAME AND ADDRESS

OR RECORDER'S OFFICE BOX NO **169**

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UNOFFICIAL COPY

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

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 mortgages or other liens or claims for lien not expressly subordinated to the lien thereof; (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 lien to the Mortgagee; (4) complete within a reasonable time any building or buildings now or at any time in process of erection on said premises; (5) comply with all requirements of law or municipal ordinances with respect to the premises and the use thereof, and 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 copies of 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 hereunto 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 tax thereon, or imposing upon the Mortgagee the payment of the whole or any part of the taxes or assessments or charges of that nature required to be paid by Mortgagors, or changing in any way the laws relating to the taxation of mortgages or debts secured by mortgages of the mortgagor's interest in the property, or the manner of collection of taxes, so as to affect this mortgage or the debt secured hereon 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 impractical 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 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 as the Mortgagors are not in default either under the terms of the note secured hereby or under the terms of this mortgage, the Mortgagors shall have such privilege of making prepayments on the principal of said note (in addition to the regular 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 or under policies providing for payment by the insurance companies of moneys sufficient either to pay the cost of replacing or repairing or same or to pay in full the indebtedness secured hereby, all in companies satisfactory to the Mortgagee, 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 shall deliver all policies, including additional and renewal policies, to the Mortgagee, and in case of insurance about to expire, shall deliver renewal policies not less than ten days prior to the respective dates of expiration.
7. In case of default therein, Mortgagee may, but need not, make any payment or perform any act hereinbefore required of Mortgagors in any form and manner deemed expedient, and may, but need not, make full or partial payments of principal or interest on prior encumbrances of any and purchase discharge, or promise or settle any tax lien or other prior lien or title or claim thereof, or release from any tax sale or forfeiture affecting said premises or contest any tax or assessment. All moneys paid for any of the purposes herein mentioned 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 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 Mortgagors.
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, forfeiture, tax lien or title or claim thereof.
9. Mortgagors 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 Mortgagors, 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 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. 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 attorneys' fees, appraiser's 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 abstracts of title, title searches, and examinations, title insurance policies, Torrens certificates, and similar data and assurances with respect to the same as 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 to or the value of the premises. All expenditures and expenses of the nature in this 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) preparations for the commencement of any suit for the foreclosure hereof after accrual of such right to foreclose whether or not actually commenced, or (c) preparations for the defense of any actual 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 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 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 Mortgagors at the time of application for such receiver and without regard to the then 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 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. Mortgagee shall release this mortgage and lien thereof by proper instrument upon payment and discharge of all indebtedness secured hereby and payment of 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 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.

98492590

NAME AND ADDRESS
NAME AND ADDRESS
NAME AND ADDRESS

The instrument was prepared by
Date of recording
Date of recording
Date of recording

State of Illinois
Cook
SIGNATURE S
BELOW
TYPE NAMES
PLEASE

PLEASE
BELOW
TYPE NAMES
PLEASE
Name of grantor
Name of grantor
Name of grantor

TO HAVE AND TO HOLD...
The Mortgagee hereby agrees to pay...

Address of Real Estate
Permanent Real Estate Index Number

which, with the property hereafter described, is referred to in the
commonly known as 2754 Sheridan Road, Evanston, Illinois.
line of lot 2 aforesaid 60 feet and the north line to the place of beginning, all in Cook County, Illinois,
aforesaid thence East and parallel to the north line of lot 1 to the south line of lot 2 aforesaid; thence East and parallel to the south
thence North along the west line of lot 2 aforesaid to a point 199.98 feet South of the North line of lot 1
to the South line of lot 2 aforesaid; thence West along said South line to the Southwest corner of said lot 1
South line of lot 2 aforesaid; thence East and parallel to said line 16 feet; thence South and at right angles
North line 76 feet; thence South and parallel with the west line of said lots to a point 32 feet North of the
point on the North line of lot 1 aforesaid 60 feet East of the Northwest corner thereof; thence East along said
line of lot 2 aforesaid 60 feet and the north line to the place of beginning, all in Cook County, Illinois.

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13.00

THIS INSTRUMENT RECORDED
October 29, 1988

2754 Sheridan Road, Evanston IL 60201

AND STREET
NORTHWESTERN UNIVERSITY

Illinois corporation

88492590

FORM NO. 147
MORTGAGE (ILLINOIS)
For Use With Note Form No. 147

1988 OCT 26 AM 11:45

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