

This Indenture Witnesseth, that the undersigned Frederick W. Castle, and Dorothy N. Castle, His Wife

APR 15 1989

mortgage(s) and warrant(s) to BANK OF NORTHFIELD, a banking corporation organized and existing under the laws of the State of Illinois, the following described real estate in Cook County, Illinois:

See attached.

Together with all buildings improvements, fixtures or appurtenances now or hereafter erected thereon or placed thereon, 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 hereafter thereon 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-door beds, awnings, stoves and water heaters (all of which are intended to be and are hereby declared to be a part of said real estate whether physically attached thereto or not) and also together with all easements 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 grants and benefits said Mortgagor 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 thereof, 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 \$ Twelve Thousand Dollars and 00/100----- including interest and all costs 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 whole 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 behalf of the plaintiff in connection with proceedings for the foreclosure hereof, including reasonable attorney's fees, outlays for documentary evidence, stenographic charges, cost of procuring or of completing 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 said foreclosure proceedings, shall be paid by the grantors, and the like expenses and disbursements occasioned by any suit or proceeding wherein the grantor, or any holder 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 expenses and disbursements shall be in addition to lien upon said premises, and included in any decree that may be rendered in such foreclosure proceeding.

2. Any advance 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 before 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 additional advances, in a sum in excess of \$ 12,000.00----- provided that nothing 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 in 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, special taxes, special assessments, water charges, and sewer service charges against said property including those heretofore due and to furnish Mortgagee, upon request, duplicate 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 premises hereinafter described and premises insured against damage by fire and such other hazards as the Mortgagee may require to be insured against, and to provide public liability insurance and all other insurance as the Mortgagee may require, and to pay the premiums thereon, and to cause the insurance and other insurance to be placed with the best available value thereof, in such companies, through such agents or brokers, and in such form as shall be satisfactory to the Mortgagee, and to cause a policy or policies shall be procured with the Mortgagee during said period of periods, and contain the usual clause satisfactory to the Mortgagee making them payable to the Mortgagee, and in case of a foreclosure sale payable to the owner of the certificate of sale, owner of any deficiency, any receiver or redemption, or any party in a deed pursuant to foreclosure and in case of loss under such policies, the Mortgagee is authorized to adjust, defend and compromise, in its discretion, all claims thereunder and to execute and deliver on behalf of the Mortgagor all necessary affidavits, receipts, vouchers, releases and acquittances required to be signed by the Mortgagee for such purposes, and the Mortgagee is authorized to apply the proceeds of any insurance claim to the restoration of the property or upon the indebtedness hereby secured in its entirety, 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 to the indebtedness secured hereby the proceeds of any insurance covering such destruction or damage. (5) To keep said premises in good condition and repair, without waste, damage from any mechanics or other lien or claim of lien, or expressly subordinated to the lien hereof. (6) Not to make, suffer or permit any structural use of any part of said property nor to diminish nor impair its value by any act or omission to act. (7) To comply with all requirements of law with respect to mortgaged premises and the use hereof. (8) Not to make, suffer or permit without the written permission of the Mortgagee being first had and obtained, for any use of the property for any purpose other than that for which it is now used. (9) Any alterations of the improvements, apparatus, appurtenances, fixtures or equipment now or hereafter upon said property. (c) any purchase or conditional sale, lease or agreement under which title is reserved in the vendor of any apparatus, fixtures or equipment to be placed in or upon any buildings or improvements on said property.

B. In order to provide for the payment of taxes, assessments, special premiums and other annual charges upon the property securing this indebtedness, and the insurance required or accepted, I promise to pay, to the Mortgagee, a reasonable portion of the current year taxes upon the discharge of the loan and to pay monthly to the Mortgagee in addition to the above payments, a sum estimated to be sufficient to pay the full amount of such taxes, which payments may, at the option of the Mortgagee, (a) be held by it and commingled with other such funds or be used for the payment of such taxes, (b) be placed in a savings account and withdrawn by it to pay such taxes or (c) be credited to the unpaid balance of said indebtedness as provided, provided that the Mortgagee advances upon this obligation sums sufficient to pay said taxes at the same date and becomes payable. If the amount estimated to be sufficient to pay said taxes is not sufficient, I promise to pay the difference upon demand. If such sums are held or carried in a savings account, interest thereon shall be the same as are hereby pledged to further secure this indebtedness. The Mortgagee is authorized to pay said taxes as charged or billed without further inquiry.

C. 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.

D. That in case of a failure to perform any of the covenants hereof, 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 lien hereof, that Mortgagee will repay upon demand any moneys paid or disbursed by Mortgagee for 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 construed as requiring the Mortgagee to advance any moneys for any purpose nor to do any act hereunder, and the Mortgagee shall incur no 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.

F. That if all or any part of the property, or any interest therein, or if the mortgagor 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 mortgagee, excluding (a) 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 (d) 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 if, 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 Mortgagee and that the interest payable on the sums secured by this mortgage shall be at such rate as Mortgagee shall request. If Mortgagor's successor has executed a written assumption agreement accepted in writing by Mortgagee, Mortgagee shall release Mortgagor from all obligations under this mortgage and the note securing it.

13.00

88526161

UNOFFICIAL COPY

Subject to the terms of this paragraph nothing in this mortgage or deed shall prevent the Mortgagee from dealing with any or all of the interest of the Mortgagor in the same manner as with the Mortgagor, and said dealing may include foreclosing to the extent of the lien hereby secured, but said dealings shall not discharge or in any way affect the liability of the Mortgagor hereunder or the debt hereby secured.

G. That time is of the essence hereof and if default be made in performance of any covenant herein contained or in making any payment under said note or obligation 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 filing of a proceeding in bankruptcy by or against the Mortgagor, or if the Mortgagor shall make an assignment for the benefit of his creditors or if his property be placed under control of or in custody of any court, or if the Mortgagor abandon any of said property, or in the event of the filing of a suit to condemn all or a part of the said property, then and in any of said events, the Mortgagee is hereby authorized and empowered, at its option and without affecting the lien hereby created or the priority of said lien or any right of the Mortgagee hereunder, to declare without notice, all sums secured hereby immediately due and payable, whether or not such default be remedied by Mortgagor, and apply toward the payment of said mortgage indebtedness any indebtedness of the Mortgagor to the Mortgagee, and said Mortgagee may also immediately proceed to foreclose this mortgage, and in any foreclosure a sale may be made of the premises en masse without offering the several parts separately.

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

I. In case the mortgaged property, or any part thereof, shall be taken by condemnation, the Mortgagee is hereby empowered to collect and receive all compensation which may be paid for any property taken or for damages to any property not taken and all condemnation compensation so received shall be forthwith applied by the Mortgagee as it may elect, to the immediate 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, issues and profits of said premises are pledged, assigned and transferred to the Mortgagee, whether now due or hereafter to become due, under or by virtue of any lease or agreement for the use or occupancy of said property, or any part thereof, whether said lease or agreement is written or verbal and if it is the intention hereof (a) to pledge said rents, issue and profits on a parity with said real estate and not secondarily and such pledge shall not be deemed merged in any foreclosure decree, and (b) to establish an absolute transfer and assignment to the Mortgagee of all such leases and agreements and all the avails thereunder, together with the right in case of default, either before or after foreclosure sale, to enter upon and take possession of, manage, maintain and operate said premises or any part thereof, make leases for terms deemed advantageous to it, terminate or modify existing or future leases, collect said avails, rents, issues and profits regardless of when earned, and use such measures whether legal or equitable as it may deem proper to enforce collection thereof, employ realtors, agents or other employees, alter or repair said premises, buy furnishings and equipment therefor when it deems necessary, purchase adequate fire and extended coverage and other forms of insurance as it may be deemed advisable, and in general exercise all powers ordinarily incident to absolute ownership, advance or borrow money necessary for any purpose herein stated to secure which a lien is hereby created on the mortgaged premises, and on the income therefrom which hereinafter is provided for, and on the interest of any other indebtedness hereby secured, and out of the income retain reasonable compensation for itself, pay insurance premiums, taxes and assessments, and all expenses of every kind, including attorney's fees incurred 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 purposes 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 aforesaid purposes, first on the interest and then on the principal of the indebtedness hereby secured, or on, or after any decree of foreclosure, and on the deficiency in the proceeds of sale, if any, whether there be a decree in personam therefor or not. Whenever all of the indebtedness secured hereby is paid, and the Mortgagee in its sole discretion feels that there is no substantial uncorrected default in performance of the Mortgagor's agreements herein, the Mortgagee, on satisfactory evidence thereof, shall relinquish possession and pay to Mortgagor any surplus income in its hands. The possession of Mortgaged premises may continue until all indebtedness secured hereby is paid in full or until the delivery of a Deed pursuant to a decree foreclosing the lien hereof, but if no deed be issued then until the expiration of the statutory period during which it may be issued. Mortgagee shall, however, have the discretionary power at any time to refuse to take or to abandon possession of said premises without affecting the lien hereof. Mortgagee shall have all powers, if any, which it might have had without this paragraph. No suit shall be sustainable against Mortgagee based upon a claim or claims relating to the subject matter of this paragraph unless commenced within sixty days after Mortgagee's possession ceases.

K. That upon the commencement of any foreclosure proceeding hereunder, the court in 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 solvency 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, appoint a receiver with power to mortgage and report and to collect the rents, issues and profits of said premises during the pendency of such foreclosure suit and the statutory period of redemption, and to take any other steps which may be deemed proper, when collected, may be applied before as well as after the sale, towards the payment of the indebtedness, costs, taxes, premiums, and other sums necessary for the protection and preservation of the property, including the expenses of such receiver, prior or after foreclosure, and which may be a charge thereon for a period of years, and if a receiver shall be appointed he shall remain in possession until the expiration of the statutory period, and until the expiration of the statutory period, whether there be a sale 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 the estate of said premises shall be nullified by the appointment or entry in possession of a receiver but he may elect to terminate his appointment at any time before the expiration of said period.

L. That each right, power and remedy herein conferred upon the Mortgagee is cumulative of every other right, power and remedy which the Mortgagee is entitled hereunder by law conferred, and may be enforced concurrently therewith, that no waiver by the Mortgagee of performance of any covenant hereunder, or any act done or omitted thereafter in any manner affect the right of Mortgagee to require or enforce performance of the same or any other covenant hereunder, that where the contract hereof requires, the masculine gender, as used herein, shall include the feminine and the neuter and the singular number as well as the plural, that all rights and obligations under this mortgage shall extend to and be binding upon the respective heirs, executors, administrators, assigns, successors and assigns of the Mortgagor, and the successors and assigns of the Mortgagee, and that the powers herein mentioned may be exercised as often as occasion therefor arises.

M. That in the event the mortgagor is a duly organized corporation, the mortgagor does hereby waive all right of redemption in the event of foreclosure, and if the mortgagor is a corporate trustee, and the improvements on said real estate contain four or more dwelling units, the mortgagor does hereby waive said right of redemption.

In witness whereof, this mortgage is executed, sealed and delivered this day of Nov. 3, A.D. 1988

STATE OF Illinois
COUNTY OF Cook

and for said County, in the State aforesaid, DO HEREBY CERTIFY THAT Frederick W. Castle, Jr. & Dorothy N. Castle, His Wife, personally known to me to be the same person 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 rights under any homestead, exemption and valuation laws

BOX 333 - GG

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

AMY R. WILSON
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 12/31/91

Notary Public

88526161

NOV 15 PM 12:08 88 6 31

UNOFFICIAL COPY

ADDRESS: 411 East Lake Avenue, Glenview, IL 60025

PERM R.E. INDEX # 05-31-111-008

Lot three (3) in Glenview East, being a subdivision of the North West quarter of the North West quarter of the North West quarter (except the South 65.56 feet thereof) in Section thirty-one (31), Township forty-two (42) North, Range thirteen (13), East of the Third Principal Meridian, in Cook County, Illinois, according to the plat thereof recorded August 12, 1955 as Document 16330547 in Cook County, Illinois,



Property of Cook County Clerk's Office

88526161

UNOFFICIAL COPY

Property of Cook County Clerk's Office