

This Indenture Witnesseth, that the undersigned, Peter E. Burns & Betty E. Burns, his wife,

# UNOFFICIAL COPY

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:

Lot 224 in Arthur T. McIntosh's Glenview Countryside, being a Subdivision of that part of the W. 1/2 of the SW 1/4, lying E. of the E. line of the right of way of Greenwood Road of Section 33, Township 42 N., Range 12, East of the Third Principal Meridian, in Cook County, Illinois.

PERM. R.E. INDEX NO. 04-33-409-016

For the sum of all buildings improvements, fixtures or appurtenances now or hereafter erected thereon or placed thereon, including all apparatus, equipment, fixtures, utensils, tools, single units or centrally controlled, used to supply heat, gas, air conditioning, water, light power, refrigeration, ventilation or other services, and any other property or benefit 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, inside door bells, awnings, stoves and water heaters (all of which are intended to be and are hereby declared to be a part of said 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 specified, excepting, transferred and set over unto the Mortgagor, whether now due or hereafter to become due as provided herein. The Mortgagor is hereby subrogated to the right of all the shippers, lessees and owners paid off by the proceeds of the loan hereby secured.

To secure above to said property, with said buildings, improvements, fixtures, appurtenances, apparatus and equipment, and with all the rights and powers granted, continuing hereinafter, Mortgagor forever, for the use he can get forth from all rights and benefits under the homestead, exemption and valuation laws of the State, with said rights and benefits and Mortgagor does hereby release and waives:

1. To secure payment of the debt as evidence hereby and by the notices notes of even date herewith, or subsequent dates, or any note or notes substituted therefore 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 to the credit of the total amount of \$ Seventy Five Thousand Dollars and 00/100

to the Mortgagor as a valid mortgagee and to the value of the homestead as exempted 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 herein, 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 compiling abstract of title, and of opinion of title or title insurance 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 grantee or any holder of any part of said indebtedness, as such, may be a party by reason thereof shall also be paid by the grantors, all of which expenses 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 advance made by the mortgagor to the mortgagor, any of them, or if the mortgagor is a land trust, then executed by the beneficiaries of said trust or to the credit of the total amount of \$ 75,000.00, provided that nothing herein contained shall be considered as limiting the amount 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 Mortgagor 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, rental taxes, special assessments, water charges, and sewer service charges against said property, including those heretofore due and to furnish Mortgagor upon request, duplicate receipts therefor, and all such items expended against said property shall be considered valid for the purpose of this indenture, (3) To save the owner of the property from all losses and expenses occasioned against damage by fire and each other hazard to the Mortgagor, the repair to be made and amount to be paid to be determined by the Mortgagor, either in the same manner as the Mortgagor may require, or by cost of estimated damage to the property, or by actual damage to the property, or by the full insurable value thereof, on such companies, through agents or brokers, in such form as shall be satisfactory to the Mortgagor, and to make arrangements with the Mortgagor during said period of periods, and contain the usual clause satisfactory to the Mortgagor making them payable to the Mortgagor, 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 trustee or liquidator pursuant to foreclosure and create of loss under such policies, the Mortgagor is authorized to adjust, compute and compensate in its discretion all sums due, and to execute and deliver, in behalf of the Mortgagor all necessary parts of loss, fire, rent, snow, wind, hail, and all damages referred to be caused by such insurance company, and the Mortgagor agrees to sign upon demand, the receipts, vouchers and releases required of him to be signed by the Mortgagor, to satisfy the same, and the Mortgagor is authorized to apply the proceeds of any insurance claim to the restoration of the property, or upon the indebtedness hereunder, so far as necessary to satisfy payments shall continue until said indebtedness is paid in full. (4) Immediately after destruction or damage to commerce and property, complete the rebuilding or restoration of buildings and improvements now or hereafter on said premises, unless Mortgagor elects to apply insurance indemnity, and thereby the proceeds of any insurance covering such destruction or damage, (5) To keep and maintain in good condition and repair, without waste and free from any machinery or other item or claim of him not expressly subordinated to the indenture. (6) Not to make, suffer or permit any encumbrance, charge or claim against the property nor to diminish nor in any way reduce the value of any part or otherwise to act. (7) To comply with all requirements of law with respect to all leased premises and the use thereof. (8) Not to make, suffer or permit without the written permission of the Mortgagor, first had and obtained, liability over the property for any purpose other than that for which it is reserved. At any alteration of the improvements, appurtenances, fixtures or equipment now or hereafter upon said property. (9) Any purchase inured from or under or agreement under which title is retained in the vendor of any apparatus, fixtures, equipment to be placed in or upon any buildings or improvements on said property.

B. To cause to provide for the payment of taxes, insurance, interest, principal and other amounts due under this indenture, including this indebtedness, and other amounts required as noted, from time to time, by the Mortgagor, in such manner and at such times and in such amounts as the amount to pay monthly to the Mortgagor, or in addition to the above, payment, payment in advance, or otherwise, as the Mortgagor may, at the option of the Mortgagor, shall be held by it and掌管ed with other notes, bonds, or other debts for the payment of the same, may be carried on a separate account and withdrawn by it at any time when the same is to be applied to the unpaid balance of said indebtedness, or to be paid, provided that the Mortgagor advances upon this obligation, to the same extent, to the same amount, as the same due and payable, if the same is estimated to be due, not to say when it is actually due. Agreements to pay the same in one sum, or in installments, or otherwise, shall not affect the validity of this indenture, or the power thereby given to further secure the indebtedness. The Mortgagor, by the execution of this indenture, waives all right to hold the Mortgagor liable for any deficiency.

C. To cause to provide for additional advances which may be made at the option of the Mortgagor and secured by this mortgage, and it is agreed that in the event of such advances, the amount thereof may be added to the indebtedness, 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, ordered of the terms of such note. If the contract is fully paid, a new such note and contract will be executed and delivered. An Additional Advance Agreement may be given and accelerated for such advances and processes may be made for different monthly payments and a different interest rate, and other extreme modifications of the contract, to the all other respects, the contract shall remain in full force and effect as said indebtedness, including all advances.

D. That in case of failure to perform any of the covenants herein, Mortgagor may do on Mortgagor's behalf, everything so demanded, that said Mortgagor may also do any act or may deem necessary to protect the interest, that Mortgagor will repay upon demand any money paid or disbursed by Mortgagor for any of the above purposes, and is, in money, together with interest thereon, the amount paid, for which it is then liable to contract, to the extent of such additional indebtedness caused by this mortgage with the same priority as the original indebtedness, and may be recovered at any time thereafter, upon the Mortgagor to collect the same, or by judgment or process, at law, and process if not otherwise provided, that it shall not be necessary to give notice to the Mortgagor to collect the same, or to give notice to the Mortgagor to commence a claim in advancing money as above authorized, that nothing herein contained shall be construed as requiring the Mortgagor to assume any money for any purpose, nor to do any act before doing, and the Mortgagor shall not incur any personal liability, be liable for 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 interest accrued 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, or upon 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, or 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 mortgagor, excluding (a) the creation of a tenancy in common subordinate to this mortgage, or the creation of a purchase money security interest for household appliances, (b) a transfer by devise, descent, or by operation of law upon the death of a joint tenant, or (c) the grant of my undivided interest of three years or less not containing an option to purchase, Mortgagor may, at Mortgagor's option, declare without notice, or if the same is held by this mortgage to be immediately due and payable.

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

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Subject to the terms of this paragraph, nothing in this mortgage or in any instrument shall prevent Mortgagor from claiming, or any successor in interest of a. \*Mortgagor, in the same manner as with the Mortgagor, and said dealing may include forbearance, or forbidding the time for payment of the debt secured hereby, 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 recorded by Mortgagor, and apply toward the payment of said mortgage indebtedness any indebtedness of the Mortgagor to the Mortgagor, 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 the instrument, or any litigation to which the Mortgagee may be made a party on account of the 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 Mortgagor 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 first-mentioned 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 it is the intention hereof, (a) to pledge said rents, issues and profits on a parity with said real estate and not secondary 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 renting agents or other employees, after 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 lien is prior to the lien of any other indebtedness hereby secured, and out of the income retain reasonable compensation for itself, its 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, before or after any decree of foreclosure, and on the deficiency in the price of sale, if any, whether there be a decree ex parte or not. Wherever all 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 covenants herein, the Mortgagee, on satisfactory evidence thereof, shall repossess possession and pay to Mortgagor any surplus income in its hands. The possession of Mortgagee 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 herein, but if none be issued, then unto 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 the paragraph No. six shall be severable, aside Mortgagee based upon acts or omissions relating to the subject matter of this paragraph unless commenced within sixty days after Mortgagee's receipt of claim.

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 severity of the Mortgage or the true value of the premises, or whether the same shall then be occupied by the owner of the equity of redemption as a homestead, shall at a receiver with power to manage and defend and to collect the rents, issues and profits of said premises during the pendency of such foreclosure suit, and the receiver, in lieu of replevin, or any other remedy at law, if such is collected, may be applied before as well as after the sale, towards the payment of the indebtedness, costs, taxes, insurance and other sums necessary for the protection and preservation of the property, including the expenses of such receivership, or any other expense, as the same may be, whether there be a decree ex parte or not, and if a receiver shall be appointed he shall remain in possession until the expiration of the full period lawfully statuted for replevin, whether there be a decree or not, and until the issuance of deed in case of sale, but if no deed be issued, until the expiration of a statutory period of time which may be ordered by the court of law, and of said premises shall be nullified by the appointment of entry or possession of a trustee if he may elect to do so at any date during the pendency of the action.

L. That each right, power and remedy herein conferred upon the Mortgagee is cumulative in nature, the right to recovery of the Mortgage, whether given or by law conferred, and may be enforced concurrently therewith, that no waiver by the Mortgagee of performance of any covenant or any other right or remedy hereof shall thereafter in any manner affect the right of Mortgagee to require or enforce performance of the same, and that the term "covenant" that wherever the context hereof requires, the masculine gender, as used herein, shall include the feminine and the neuter and the singular number as well as the plural, and vice versa, that all rights and obligations under this mortgage shall extend to and be binding upon the respective executors, administrators, heirs, devisees and assigns of the Mortgagor, and the successors and assigns of the Mortgagee, and that the powers herein mentioned may be exercised either alone or in combination.

M. That in the event the mortgagor is a duly organized corporation, the mortgagor's identity was confirmed according to law, the event of such death an incorporate trustee, and the improvements on said real estate contain four or more dwelling units, the mortgagee does hereby waive all right of reentry.

In witness whereof, this mortgage is executed, sealed and delivered the day of

Dec. 13, A.D. 1988

" OFFICIAL SEAL "

BARBARA C. DENTEN

NOTARY PUBLIC, STATE OF ILLINOIS

MY COMMISSION EXPIRES 11/2/91

(SEAL)

X Dieter F. Berns

(SEAL)

X Betty F. Berns

STATE OF ILLINOIS

COUNTY OF Cook

NOTARY PUBLIC

EXPIRES 11/2/91

The Undersigned Notary Public

and for said county, in the state aforesaid, do HEREBY CERTIFY THAT Dieter F. Berns & Betty F. Berns, his wife

personally known to me to be the same person whose name is

APC

is affixed to the face of this instrument

appeared before me this day in person, and acknowledged that

they

subscribed and delivered the said instrument

as

their

lawfully done, for the use and purpose therein set forth, including the restrictions, waiver of all

rights under any homestead, exemption and valuation laws

GIVEN under my hand and Notarial Seal this

13th

day of

December

A.D. 1988

Barbara C. Denten  
Notary Public

THIS INSTRUMENT WAS PREPARED BY  
Virginia L. Seckler, A.V.P.  
Bank of Northfield, 400 Central Ave.  
Northfield, IL 60093

633-CC

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COOK COUNTY CLERK  
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