

# UNOFFICIAL COPY

Lowell National Bank  
P. O. Box 8  
Lowell, Ind. 46356

THIS INDENTURE WITNESSES that William P. McGregor & Mary McGregor, his wife

~~88065727~~

----- (hereinafter referred to jointly and severally as "Mortgagors"), of Lake County, State of Indiana MORTGAGE and WARRANT to THE LOWELL NATIONAL BANK, a national banking association with its main banking office at 851 East Commercial Avenue, Lowell, Indiana (hereinafter referred to as "Bank"), the following described real estate located in Cook County, ~~Indiana~~ Illinois

LOTS 2,3,4,5,10, 11 AND 12 IN CAROL BELLE SUBDIVISION OF THE WEST 6.00 ACRES OF THE FOLLOWING DESCRIBED PARCEL OF LAND: THE NORTH 1/2 (EXCEPT THE SOUTH 64.50 FEET THEREOF) AND (EXCEPT THE WEST 851.00 FEET OF THE NORTH 50.0 FEET THEREOF) OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 16, TOWNSHIP 36 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, EXCEPTING AND EXCLUDING THEREFROM THE FOLLOWING DESCRIBED PROPERTY, TO WIT: THE NORTH 268.00 FEET OF THE SOUTH 332.50 FEET OF THE NORTH 1/2 OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 16, TOWNSHIP 36 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

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COOK COUNTY RECORDER

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together with all improvements, equipment and fixtures now or hereafter situated thereon or used in connection therewith, whether or not physically attached thereto, and all present and future rights, privileges, interests, easements, hereditaments, and appurtenances thereunto belonging or in any manner pertaining thereto, and the rents, issues, income, uses, proceeds and profits therefrom (all hereinafter referred to as "Mortgaged Premises").

This Mortgage is given to secure the performance of the provisions hereof and the payment of the indebtedness of the Mortgagors to the Bank that is evidenced by a certain promissory note (hereinafter referred to as "the Note") dated February 5, 1988 in the principal sum of One hundred fifty-six thousand five Dollars (\$156,500.00), executed by Mortgagors and payable to the order of Bank, repayable in installments, together with interest as provided for in said Note, the final installment thereof being due and payable on February 5, 1989

This mortgage in addition to the above indebtedness heretofore mentioned, is also given to secure the payment of all other indebtedness or liability of the undersigned mortgagors to the Lowell National Bank and its successors and assigns, which may be existing at this time or created at any time during the existence of this mortgage.

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Property of Cook County Clerk's Office

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**Real Estate Mortgage**

**FROM**

**TO**

**THE LOWELL NATIONAL BANK**

In the event of a default by Mortgagors in any payment provided for herein or in the Note, or in the performance of any covenant or agreement of Mortgagors hereunder or of any other instrument given as additional security in connection with this transaction, or if Mortgagors shall abandon the Mortgaged Premises, or shall be adjudged bankrupt or a debtor in reorganization or arrangement proceedings, or if a trustee or receiver shall be appointed for Mortgagors or for any part of the Mortgaged Premises, or if Mortgagors shall make an assignment for the benefit of their creditors, or, in the event of any judgment or proceeding entered or brought against Mortgagors by or in favor of any third person affecting the Mortgaged Premises or to foreclose any lien thereon or any part thereof; then, and in any such event, the entire indebtedness secured hereby shall become immediately due and payable at the option of Bank, without notice, and this Mortgage may be foreclosed accordingly. Bank may obtain, without notice, the appointment of a receiver for the Mortgaged Premises to collect the rents and profits, and to maintain the Mortgaged Premises during any foreclosure proceeding.

Bank, at its option and on such terms as it may desire, may extend the time of payment of any part or all of the indebtedness secured hereby or release any part of the Mortgaged Premises from the lien of this Mortgage without impairing the lien of this Mortgage (except as to any interest in the Mortgaged Premises expressly released) and without releasing Mortgagors or any guarantors or sureties. No delay by Bank in the exercise of any of its rights hereunder shall preclude the subsequent exercise thereof so long as Mortgagors are in default hereunder, and no waiver by Bank of any default of Mortgagors shall operate as a waiver of subsequent or other defaults. The making of any payment by Bank for any of the purposes herein permitted shall not constitute a waiver of any breach of Mortgagors' covenant to perform such act. Notice by Bank of its intention to exercise any right or option hereunder is expressly waived by Mortgagors, and any one or more of Bank's rights or remedies hereunder may be enforced successively or concurrently. Time is of the essence of this Mortgage.

All rights and obligations of Mortgagors hereunder shall extend to and be binding upon the several heirs, representatives, grantees, successors and assigns of Mortgagors, and shall inure to the benefit of Bank, its successors and assigns. In the event this Mortgage is executed by only one person or corporation, the word "Mortgagors" as used herein shall be construed to mean "Mortgagor," and the terms and provisions of this Mortgage shall be construed accordingly. If this Mortgage is executed by more than one person or corporation, the word "Mortgagors" shall be construed to refer to such persons and corporations jointly and severally.

IN WITNESS WHEREOF, the Mortgagors have hereunto set their hands and seals this 5th day of February, 1988.  
William P. McGregor (SEAL) Mary McGregor (SEAL)  
William P. McGregor (SEAL) Mary McGregor (SEAL)  
(SEAL) (SEAL)  
(SEAL) (SEAL)  
(SEAL) (SEAL)

STATE OF INDIANA } ss:  
COUNTY OF Lake

Before me, a Notary Public in and for said County and State, this 5th day of February, 1988 personally appeared William P. McGregor & Mary McGregor, his wife

who acknowledged the execution of the foregoing Real Estate Mortgage.

I hereby certify that I am not a director or officer of the Bank.  
Witness my hand and Notarial Seal.

Sheila M. Garay  
Res. Lake County ) Notary Public

My commission expires:  
11/20/88

This instrument was prepared by: Steve A. Niederk, Exec. V.P.

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Said Mortgagees further agree that this Mortgage shall become due and payable forthwith, at the option of the Mortgagee, if the Mortgagee shall hereafter become a corporation, firm or corporation, in any manner whatsoever.

If all or any part of the Mortgaged Premises is damaged, taken, or acquired, either temporarily or permanently, in any condemnation proceeding, or by exercise of the right of eminent domain, or by the alteration of the grade of any street affecting the Mortgaged Premises, the amount of any award or other payment for such taking or damages made in consideration thereof, to the extent of the full amount of the then remaining unpaid indebtedness secured hereby, is hereby assigned to Bank, who is empowered to collect and receive the same and to give proper receipts therefor in the name of Mortgagees, and the same shall be paid forthwith to Bank. Any award or payment so received by Bank may, at the option of Bank, be retained and applied, in whole or in part, to the indebtedness secured hereby (whether or not then due and payable), in such manner as Bank may determine, in whole or in part, to Mortgagees for the purpose of altering, restoring, or rebuilding any part of the Mortgaged Premises which may have been altered, damaged, or destroyed as a result of such taking, alteration, or proceeding. Bank shall not be obligated to see to the application of any such amounts.

Bank may, at its option, advance and pay all sums necessary to protect and preserve the Mortgaged Premises, and all sums so advanced and paid by Bank shall become a part of the indebtedness secured hereby and shall bear interest from date of payment at the rate of \_\_\_\_\_ per year. Such sums shall include, but not by way of limitation, (a) insurance premiums, taxes and assessments, and liens which may be or become senior to this Mortgage as liens on the Mortgaged Premises, or any part thereof; (b) the cost of any title insurance, abstracts of title, surveys, or other evidence which in the discretion of Bank may be required in order to establish, preserve, or enforce the lien of this Mortgage; (c) all costs, expenses and reasonable attorneys' fees incurred by Bank in respect of any and all legal and equitable actions which relate to this Mortgage or to the Mortgaged Premises during the existence of the indebtedness secured by this Mortgage; and (d) the cost of any repairs respecting the Mortgaged Premises which are deemed necessary by Bank. Bank shall be subrogated to the rights of the holder of each lien or claim paid with moneys secured hereby.

Mortgagees will procure and maintain in effect at all times adequate insurance written by reliable insurance companies acceptable to Bank which insures against loss or destruction of the Mortgaged Premises by fire, windstorm and such other hazards in such amounts as Bank from time to time, may require. All such policies of insurance shall contain proper clauses making all sums recoverable upon such policies payable to Bank and to Mortgagees as their respective interests may appear, and shall not be subject to cancellation without thirty (30) days' prior written notice to Bank. Mortgagees authorize Bank to endorse on Mortgagees' behalf drafts reflecting such insurance proceeds, provided that Bank shall remit to Mortgagees such sums, if any, as remain after the proceeds have been applied, at Bank's sole discretion, to the restoration of the Mortgaged Premises or to the satisfaction of all indebtedness secured by this Mortgage. All such policies of insurance and all abstracts of title or title insurance policies covering the Mortgaged Premises shall, at Bank's request, be delivered to and retained by Bank until the indebtedness secured hereby is fully paid.

Mortgagees shall comply with all statutes, ordinances, rules, regulations, orders, and directions of any legislative, executive, administrative or judicial body or official, applicable to the Mortgaged Premises, or any part thereof, or to the operation of any business of Mortgagees which directly affects the Mortgaged Premises; provided, however, that Mortgagees may contest any of the matters referred to in this paragraph in any reasonable manner which in the judgment of Bank will not adversely affect the rights of Bank, its successors or assigns, or the holder of the Note.

Mortgagees shall keep the Mortgaged Premises in good repair and shall not commit or permit waste thereon or do or permit to be done anything that may impair the value of the Mortgaged Premises or remove or alter any structure now located on the Mortgaged Premises without Bank's prior written consent. Mortgagees shall promptly restore any part of the Mortgaged Premises which may be damaged or destroyed. Mortgagees shall pay when due all taxes and assessments levied or assessed against the Mortgaged Premises or any part thereof and not paid with funds of Mortgagees held by Bank in the escrow account described in paragraph 3 above.

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Mortgagees shall jointly and severally covenant and agree as follows: Mortgagees shall pay when due all indebtedness secured hereby, on the dates and in the amounts, respectively as provided for in the Note and in this Mortgage, with reasonable attorneys' fees, all without relief from valuation and appraisal laws. Any advance made by the Mortgagee to the Mortgagee or any other indebtedness due from Mortgagee to Mortgagee, his successor in title, for any purpose at any time before the release and cancellation of this mortgage, 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.

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