

SECOND MORTGAGE UNOFFICIAL COPY

MORTGAGE

THE ABOVE SPACE FOR RECORDER'S USE ONLY

THIS INDENTURE, made April 18, 1988, between "DONNA DE ST. AUBIN, divorced and
not since remarried
(herein referred to as "Mortgagors,") and First State Bank & Trust Company of Park Ridge
a banking corporation organized under the laws of the State of Illinois, doing business in Park Ridge, Illinois,
(herein referred to as "Mortgagee,")

WITNESSETH

THAT WHEREAS Mortgagors are justly indebted to Mortgagee in the sum of Ninety-nine thousand and no/100--
dollars (\$ 96,000.00) evidenced by a certain Promissory Note of even date herewith executed by Mortgagors, payable to the order of the Mortgagee 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 Prime Rate + 5% per annum, plus interest thereon at Prime Rate at the office of Mortgagee in Park Ridge, Illinois, in
successive monthly installments of interest only commencing 30 days after disbursement
and on the same date of each month thereafter, except that final installment is July 18, 1988,
to be paid the entire unpaid balance of said sum, together with interest on the principal after maturity at 5.0%
over Prime Rate per annum together with all costs of collection, including attorneys' fees, upon default,
(hereinafter referred to as the "Note").

NOW, THEREFORE, 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 extensions and renewals thereof, and the performance of the
covenants and agreements herein contained, by the Mortgagors to be performed, and also in consideration of One Dollar
in hand paid, the receipt whereof is hereby acknowledged, do by these presents Mortgage and Warrant to the Mortgagee,
its successors and assigns, the following described Real Estate in the County of Cook and State of
Illinois, to wit:

LOT 4 IN CENTRAL PARK ADDITION TO NILES CENTER, BEING A SUBDIVISION OF THE SOUTH 5-1/2 ACRES
OF THE NORTH 1/2 ACRES OF LOT 4 IN COUNTY CLERK'S DIVISION OF THE NORTH EAST 1/4 OF SECTION 14,
TOWNSHIP 41 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN (EXCEPT THAT PART OF THE WEST
164 FEET OF SAID LOT 4 LYING SOUTH OF THE NORTH 60 FEET OF THE SOUTH 2-3/4 ACRES OF THE SAID
LOT 4 AND ALSO EXCEPT THAT PART TAKEN FOR DRAKE AVENUE AND LINCOLNWOOD DRIVE, HERETOFORE
DEDICATED) IN COOK COUNTY, ILLINOIS.

Common Address: 910 Lincolnwood Drive, Evanston, Illinois 60603

PERMANENT TAX INDEX NUMBER: 10-14-200-000-0000

708-174547

which, with the property hereinafter described, is referred to herein as the "premises".

TOGETHER with all improvements, tenements, easements, fixtures and appurtenances thereto belonging, and all rents, issues and profits thereof for
so long and during all such times as Mortgagee 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 therein or thereon used to supply heat, gas, air conditioning, water, light, power, refrigeration,
(whether single units or generally controlled), and ventilation, including (without restricting the foregoing), curtains, window shades, storm doors and windows,
floor coverings, indoor beds, awnings, stairs, 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.

TO HAVE AND TO HOLD the premises unto the Mortgagee, its successors and assigns, forever, for the purposes herein set forth, free from all rights
and benefits under and by virtue of the Homestead Exemption Laws of the State of Illinois, which said rights and benefits the Mortgagors do hereby expressly
release and waive.

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
Mortgagee 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 Mortgagee's attorneys' fees and expenses of fore-
closure, 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 Mortgagor sells or conveys the premises, or if title thereto or any interest
therein shall become vested in any manner whatsoever in any other person or persons other than
the Mortgagor, or upon the death of any Mortgagor, Mortgagee shall have the option of declaring
immediately due and payable all unpaid installments on the Note and enforcing the provisions
of the Mortgage with respect thereto.

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

(SEAL)

Donna De St. Aubin (SEAL)
Donna De St. Aubin

(SEAL)

(SEAL)

STATE OF ILLINOIS)
COUNTY OF COOK } ss In the State aforesaid, DO HEREBY CERTIFY THAT Donna De St. Aubin, divorced and not since
permitted, who is personally known to me to be the same person whose name is Tom D. Olen subscribed to the foregoing
Instrument, appeared before me this day in person and acknowledged that she signed, sealed and delivered the said instrument as her free
and voluntary act, for the uses and purposes therein set forth, including the release and waiver of all rights under any homestead, exemption and valuation
laws.

GIVEN under my hand and Notarized Seal this 18th day of April, 1988
This instrument prepared by:
Tom Olen, Assistant Cashier
First State Bank & Trust Co. of Park Ridge

"OFFICIAL SEAL"

Tom D. Olen

Notary Public, State of Illinois
My Commission Expires 7-25-01

NAME FIRST STATE BANK & TRUST CO.
STREET OF PARK RIDGE
CITY 607-611 D.O.T., Suite
INSTRUCTIONS PARK RIDGE, ILLINOIS 60603
RECORDER'S OFFICE BOX NUMBER RECEIVED TO BOX 43

SDF 102
Rev 4/72

FOR RECORDERS INDEX PURPOSES, PLEASE PRINT ADDRESS OF
ABOVE DESCRIBED PROPERTY HERE

12.00

910 Lincolnwood Dr.
Evanston IL 60603

*Prime rate is defined as that of First State Bank & Trust Co. of Park Ridge as determined from time to time.

808-174547

RECEIVED TO BOX 43

UNOFFICIAL COPY
NOTIONS AND PROVISIONS REFERRED TO IN PAGE 1 ARE ON THE REVERSE SIDE

Page 2 UNOFFICIAL COPY
THE COVENANTS, CONDITIONS AND PROVISIONS REFERRED TO ON PAGE 1 (THE REVERSE SIDE OF THIS MORTGAGE);

5. Mortgagor covenants and agrees to pay said Indebtedness and the interest thereon as herein and in accordance with other evidence thereof provided, or according to any agreement extending the time of payment thereof; (i) To pay when due and before any penalty attaches thereto all taxes, special taxes, general assessments, water charges, and sewer service charges against the premises including those heretofore due, and to furnish Mortgage, upon request, duplicate receipts therefor, and all such items extended against said premises shall be conclusively deemed valid for the purpose of this requirement; (ii) To keep the improvements now or hereafter upon said premises free against damage by fire, and such other hazards as the Mortgagee may require in its insured against; and to provide liability insurance and such other insurance as the Mortgagee may require, until said Indebtedness (fully paid, or in case of foreclosure, until repayment of the period of redemption), for the full insurable value thereof, in such companies, and in such form as shall be satisfactory to the Mortgagee such insurance policies shall renew with the Mortgagee during said period or periods, and contain the usual clause satisfactory to the Mortgagee making them payable to the Mortgagee and in case of foreclosure sale or payable to the owner of the certificates of title, owners of any deficiency, any receiver of condemnation, or any grantee in default and in case of loss under such policies, the Mortgagee is authorized to adjust, collect and compromise, in its discretion, all claims thereunder and to execute and deliver on behalf of the Mortgagee all necessary proofs of loss, receipts, vouchers, releases, releases and compromises, required to be given by the insurance companies, and the Mortgagee agrees to sign, open demands, all receipts, vouchers and releases required of them in connection with the Mortgagee's claim for payment and the discharged of such claim, and the payment of any insurance claim to the premises, or upon the Indebtedness, hereinafter referred to in its discretion, and notwithstanding any conflict with any other provision of this instrument, to pay to itself (in immediately after destruction or damage, to commence and promptly complete the rebuilding or reconstruction of buildings and improvements now or hereafter upon said premises, or to make any other adjustment, or repairs, without waste, and free from any mechanical or other loss or claim of loss not expressly subordinated in writing to the Indebtedness); (iii) To make, suffer or permit, or any voluntary use of, or any absence in, either the said premises, nor to diminish the value by any act or omission in itself; (iv) To comply with all requirements of law with respect to the premises, and the use thereof; (v) Not to make, suffer or permit, without the written permission of the Mortgagee being filed and obtained, (a) any use of the premises for any purpose other than that for which it is now used, (b) any alienation of the improvements, apparatus, apparatuses, fixtures or equipment now or hereafter upon said premises, (c) any purchase or acquisition of any condition of sale, lease or encumbrance which is recorded in the records, or by the operation, fixtures or equipment to be placed in or upon any buildings or improvements on said premises; (vi) To pay the premiums on Mortgagee's insurance covering the property when required by Mortgagee, previous to its written commitment; and (vii) To pay when due any Indebtedness which may be created by a lien or charge upon the premises, superior to the lien herein, and upon receipt, exhibit satisfactory evidence of the discharge of such prior liens in Mortgagee.

3. In addition to the monthly payment of principal and interest payable under the terms of the Note, the Mortgagor agrees to pay to the holder of the Note, when so required by the holder of the Note, such sum as may be specified for the purpose of reimbursing a request for the payment of premiums on policies of life insurance and such other bonds as shall be required heronwards covering the mortgaged property, and for the payment of taxes and special assessments levied on the property fall as estimated by the holder of the Note; such sum to be held by the holder of the Note without any allowance for interest, for the payment of such premiums, taxes and special assessments provided that such request whether or not complied with shall not be construed to offset the obligation of the Mortgagor to pay such premiums, taxes and special assessments, and to keep the mortgaged premises insured against loss or damage by fire or lightning. It is, however, expressly made heronwards for itself, special assessments and insurance premiums shall not be sufficient to pay the amounts necessary to they become due, then the Mortgagor shall pay the necessary amount in excess of the deficiency. If amounts collected for the purpose aforesaid exceed the amount necessary to make such payment, such excess shall be credited on subsequent payments for those purposes to be made by Mortgagor.

3. The privilege is granted to make prepayments on principal of the Note or any interest payment date or on any day prior thereto, and no premium will be required.

5. Mortgagor will collect a late charge equal to one-twelfth (1/12th) of his per cent (1%) on the unpaid balance of the indebtedness hereby secured for each segment monthly payment of principal, interest, taxes, assessments, insurance premiums, or other charges, more than fifteen (15) days to default, to cover the costs expenses, to collect, and legal expenses.

5. Mortgagor agrees that Mortgagor may employ counsel for advice or other legal assistance at the Mortgagor's discretion in connection with any dispute as to the debt hereby secured or the title of this instrument, or any litigation in which the Mortgagor may be held a party on account of this instrument, 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 to negotiate shall be added to and be a part of the debt hereby secured, and 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 reasonable estimated amounts to conclude the transaction, shall be added to and be a part of the debt hereby secured. All such sums so shall be payable by the Mortgagor to the Mortgagor on demand, and if not paid shall be included in any decree or judgment as a part of the debt hereby secured.

~~old mortgage debt and shall entail no reduction in the rate of **five** percent (5%) per annum, over prime.~~

3. Mortgagors, making any payment hereby authorized or refusing to pay any bill, statement or estimate presented from the company, public office without inquiry into the accuracy of such bill, statement or estimate or into the validity of any tax, assessment, rate, fee, charge, fee, fine or levy thereon.

Claim thereon:

6. At the option of the Mortgagor and without notice in Mortgagor's office, all unpaid indebtedness accrued by this Mortgage shall, notwithstanding anything in the Rest or in this Mortgage to the contrary, become due and payable to the Lender in the case of default in making payment of any sum due under the Rest or as any other obligation of Mortgagor to the Lender.

7. In the event that Mortgagor or either of them default in the payment of a principal, interest, taxes, or liquidation of all or a substantial part of Mortgagor's assets, or if he is adjudicated bankrupt or insolvent, or fails a voluntary petition for bankruptcy, or admits in writing their insolvency to pay debts as they become due, or if he makes a general assignment for the benefit of his creditors, or if he files a petition for reorganization or composition with creditors, or to take advantage of any law or laws relating thereto, or if he so agrees, among the material effects of a certain third party Mortgage or his bankruptcy, reorganization, or insolvency proceedings, or if it is taken, any action for the purpose of all or any part of the assets of Mortgagor, or if the Lender becomes entitled to exercise any right or power, or if a receiver of the Mortgagor by a court of competent jurisdiction appointing a receiver, trustee, or manager of all or any part of the assets of Mortgagor, or if such receiver or such trustee, judgment or decree shall continue unbroken and in effect for a period of 30 consecutive days, the holder of the Rest may declare the Rest due and payable, whereupon the principal and interest accrued on the Rest and all other sums herein set forth, shall become forthwith due and payable at all of the said times of money were originally stipulated to be paid on such day and thereafter the Mortgage, broken, broken or dissolved, may prosecute a suit for recovery in equity as if all claim, the Mortgagor may at his option immediately upon presentation of such note or during the presence thereof declare the Mortgage and the indebtedness accrued thereby

16. When the indebtedness heretofore created shall become due whether by acceleration, foreclosure or otherwise, Mortgagor shall have the right to terminate the loan except, in any event to foreclose the lien hereon, there shall be allowed and included as additional indebtedness to the extent for sale all expenditures and expenses which may be paid or incurred by or on behalf of the Mortgagor in connection therewith, including, but not limited to, legal expenses, title, surveyor's fees, attorney's fees, publication costs and taxes which may be estimated at 10% per annum of the amount of the principal outstanding, all such amounts of time, title, trustee and escrow fees, recording, advertising and collection expenses, including the cost of any sale which may be had pursuant to such decree, plus one-half of the value of the premises, all expenditures and expenses of the same in this paragraph mentioned shall be deemed to be reasonable and necessary and are payable with interest accrued on the same at 12% per annum, until paid or satisfied by Mortgagor, in connection with (A) any proceedings, including probate and bankruptcy proceedings, in which Mortgagor shall be a party, either as plaintiff, claimant or defendant, by reason of which Mortgagor or any indebtedness hereby created, or (B) proceedings for the defense of any threatened suit or proceeding which might affect the premises or the personal rights of either (i) the trustee, (ii) the beneficiary, or (iii) the assignee, for the conduct of whom

11. The proceeds of any foreclosure sale of the premises shall be distributed and applied in the following order of preference: First, on account of all costs and expenses incident to the foreclosure proceedings, including all such sums as are mentioned in the preceding terms hereto constituting accrued indebtedness, advanced to the holder by the State with interest thereon from the date of payment until paid; second, all other items which border the house or building, land, fixtures and interests remaining upon the State's behalf, as provided in Management, their heirs, legal representatives or assigns, as then held by them in trust.

12. Upon, or at any time after the filing of suit, or thereafter, in the County in which such suit is filed, or in any other county where the same may be filed, or without regard to the location or ownership of the property, the holder may, at any time before or without regard to the time value of the premises or whether the same shall be then occupied or unoccupied, exercise his power to sell the same, either by public or private sale, or by sealed bid, or otherwise, and, in case of a sale and a delivery, during the full statutory period of redemption, whether there be redemption or not, as well as during any foreclosure sales of the Mortgagor, except for the insertion of such notices, he will be entitled to collect such rents, issues and profits, and all other powers which may be necessary or convenient in such regard for the free use and enjoyment of the premises during the whole of said period. The Court from time to time may direct that the same be applied to the net income in his hands in payment in whole or in part of (1) the indebtedness so secured herein, or as directed by an order of the foreclosing judge, or (2) the amount of any other sum which may be or become due him in the discharge of such debts, or toward such application as made prior to the filing of suit.

13. The Mortgagor will not at any time, create upon, or place, or in any manner whatsoever claim or take any benefit or advantage of, any sum or consideration, loan, or any equivalent item excepting, or sale of, the premises or any part thereof, whether granted, now or at any time hereafter, which may affect the value and/or the performance of this Mortgage, nor claim, sue, or cause upon, or take benefit or advantage of any sum or consideration, loan, or any equivalent item excepting, or sale of, the premises or any part thereof, prior to or after the date when such may be made payable, or otherwise, by reason of any judgment, decree, or order of any court of competent jurisdiction; and the Mortgagor hereby covenants, waives all benefit or advantage of the law, or laws, and causes, or such law or laws hereinafter mentioned, or enacted, The Mortgagor, for itself or its successors and all who may claim under it or them, waives in the event that any such law, including

16. No action for the enforcement of the term or of any provision hereof shall be subject to any defense which would not be good and available to the party interpreting same in an action at law upon the Notes.

11. In case the premises, or any part thereof, shall be taken by condemnation, the Mortgagor is hereby empowered to collect and receive all compensation for 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 Mortgagor to its most clear, to the immediate reduction of the indebtedness unpaid heretofore, 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 their assigns.

16. All assets, rents, leases and profits of the 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 premises, or any cash deposit, whether said lease or agreement is in writing or verbal, and all the interest herein referred to in pledges said rents, leases and profits on a parity with said real estate and such pledges shall not be deemed waived in any form above stated, and (b) to establish an absolute lien and assignment to the Mortgagee of all such leases and agreements and all the assets thereunder, and all the rights in said leases and agreements, whether before or after foreclosure sale, it comes upon and take possession of, manager, maintain and operate said premises, of any part thereof, make leases for terms deemed advantageous to it, terminate or modify existing or future leases, collect and receive rents, leases and profits, regardless of whom coined, and use such measures, whether legal or equitable as it may deem proper to realize collection thereof, employ trading agents or other employees, hire or let upon said premises, buy furnishings and equipment therefor when it deems necessary, purchase adequate fire and casualty insurance and other forms of insurance as it may be deemed desirable, and in general exercise all powers reasonably incident to absolute ownership, adequate or better money necessary for any purpose herein stated to secure which it is hereby created on the premises and on the income therefrom which term is given to the lien of any other indebtedness heretofore incurred, and out of the income so received, and the net proceeds of the principal and interest thereon, for itself, pay investment premiums, taxes and assessments, and all expenses of every kind, including attorney's fees, according to the best practice of the particular place where same are to be paid, and apply the balance of income net, in full sole discretion, towards the aforementioned purposes, less as the interest thereon than on the principal of the indebtedness hereinafter mentioned, after the delivery of title, to the proceeds of sale, if any, whether there be a decree in personam or not. Wherever any of the above-mentioned secured bonds or notes are held in trust, the sole discretion rests that there is no substantial uncorrected default in performance of the Mortgagee's agreements herein, or any subsequent covenants, conditions or restrictions and no default by the Mortgagee, any surplus income in its bonds, the possession of Mortgagee may continue until all indebtedness accrued herein is paid in full, except the delivery of a bond purporting to a decree dissolving the law herein, but if no deed be issued, then until the expiration of the statutory period during which it may be retained, Mortgagee shall have, however, the exclusive power or option to refuse to take or to abandon possession of said premises without affecting the law herein. Mortgagee shall have all powers, if any, which it might have had without this paragraph.

17. If the principal building and improvements thereon being or to be erected or placed on the premises above set forth as a construction loan mortgage, and if Mortgagor do not complete the construction of said building and improvements within the time and requirements expressed by Mortgagor, or on or before thirty days prior to the due date of the first payment of principal, or if such as said construction, shall be discontinued for a period of time, and work should remain abandoned for a period of thirty days, then, in either case, the entire principal sum of the Note, secured by this Mortgage and interest thereon, shall become due and payable, at the option of Mortgagor, and in the event of abandonment of work upon the construction of the said building or improvements for the period of thirty days and thereafter, Mortgagor may, at its option, also enter into and upon the mortgaged premises and complete the construction of the said building and improvements and money expended by Mortgagor in connection with such completion of construction shall be added to the principal amount of said Note and required by these presents, and shall be payable by Mortgagor, on demand, with interest at the rate of 5% per annum, 50 days after notice to Mortgagor to complete construction, Mortgagor shall have full and complete authority to employ workmen to protect the improvements from depreciation or damage and to protect the personal property thereon, to employ any and all necessary contractors for the erection and completion of said building or buildings, to make and cause to pay contractors and obligations wherever necessary, either in its own name or in the name of Mortgagor, and to pay and discharge all debts, obligations and liabilities incurred thereby.

18. A recouverance of said premises shall be made by the Mortgagor to the Mortgagee, on full payment of the indebtedness aforesaid, the performance of the covenants and agreements herein made by the Mortgagor, and the payment of the reasonable fees of said Mortgagee.

[Signature] **37-2010** Mortgage and all Mortgatess hereto, 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.