

SECOND MORTGAGE

Loan No. _____

RETURN TO BOX 43

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88185500

MORTGAGE

THE ABOVE SPACE FOR RECORDER'S USE ONLY

THIS INDENTURE, made April 29, 1988, between BRUNO GOBBI and ELIZABETH KENT GOBBI, his wife, (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 Thirty Thousand Three Hundred Seventeen and no/100 dollars (\$30,317.00) 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 unpaid at the rate of TWO percent (2.00%) per annum over Prime Rate* at the office of Mortgagee in Park Ridge, Illinois, on June 1, 1988, which shall be the entire unpaid balance of said sum, together with interest on the principal after maturity/default at 5.00% 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 of which 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:

see legal Description attached hereto

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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 Mortgagors may be entitled thereto (which are pledged primarily and on a party 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 centrally controlled), and ventilation, including (without restriction) the foregoing, screens, window shades, storm doors and windows, floor coverings, in-door beds, awnings, stoves 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, insure 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 foreclosure, 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

Handwritten signatures of Bruno Gobbi and Elizabeth Kent Gobbi with seals.

STATE OF ILLINOIS) I, _____, the undersigned, a Notary Public in and for and residing in said County, COUNTY OF COOK) In the State aforesaid, DO HEREDY CERTIFY THAT Bruno Gobbi & Elizabeth Kent Gobbi, his wife, who _____ personally known to me to be the same person(s) whose name(s) _____ 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 all rights, exemptions and valuation laws.

GIVEN under my hand and Notarial Seal this 29th day of April, A.D. 1988

OFFICIAL SEAL of Tom D. Olen, Notary Public, State of Illinois, My Commission Expires 7-25-91

This instrument prepared by: Tom Olen, Assistant Cashier, First State Bank & Trust Company of Park Ridge

NAME FIRST STATE BANK & TRUST CO. STREET OF PARK RIDGE CITY 607-611 DEVON AVENUE INSTRUCTIONS PARK RIDGE, ILLINOIS 60063 RECORDER'S OFFICE BOX NUMBER

FOR RECORDERS INDEX PURPOSES INSERT STREET ADDRESS OF ABOVE DESCRIBED PROPERTY HERE 1404 Hinman, Unit 2W, Evanston IL 60201

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

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Legal Description attached to and made part of the Second Mortgage dated 4/29/88

Unit Number 1404-2 in the Greenwood Inn Condominium, as delineated on a survey of the following described real estate: Lots 7, 8 and 9 in Block 31, in the Village of Evanston, a subdivision of parts of Section 13, Township 41 North, Range 13, East of the Third Principal Meridian, and Sections 7, 18 and 19, Township 41 North, Range 14, East of the Third Principal Meridian, in the City of Evanston, Cook County, Illinois, which survey is attached as Exhibit "A" to the Declaration of Condominium recorded as Document Number 26804864, together with its undivided percentage interest in the common elements.

Mortgagor also hereby grants to Mortgagee, its successors and assigns, as rights and easements appurtenant to the above described real estate, the rights and easements for the benefit of said property set forth in the Declaration of Condominium aforesaid.

This mortgage is subject to all rights, easements, covenants, conditions, restrictions and reservations contained in said Declaration the same as though the provisions of said Declaration were recited and stipulated at length herein.

Common Address: 1404 Hinman, Unit 2W, Evanston, Illinois

PERMANENT TAX INDEX NUMBER: 11-18-114-022-1013

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COOK COUNTY RECORDER

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