

UNOFFICIAL COPY

MORTGAGE 8 3 2 0 0 3 2 88320032

THIS INDENTURE WITNESSETH that the undersigned Donald J. Madia and John A. Campanelli,
 as tenants in common
 of Berwyn, County of Cook, State of Illinois
 hereinafter referred to as the Mortgagors, do hereby convey and Warrant to the OAK TRUST
 AND SAVINGS BANK, an Illinois Banking Corporation having an office and place of business at
 1000 N. Rush Street, Chicago, Illinois 60611, hereinafter referred to as the Mortgagee, the
 following real estate situate in the County of Cook, State of Illinois, to
 wit:

LOT 4 IN BLOCK 1 IN EASTON'S SUBDIVISION OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4
 OF THE SOUTHEAST 1/4 OF SECTION 1, TOWNSHIP 39 NORTH, RANGE 13 EAST OF THE THIRD
 PRINCIPAL MERIDIAN, (EXCEPT THE NORTH 33 FEET AND THE SOUTH 33 FEET) BEING POS. 12
 COOK COUNTY, ILLINOIS

REC'D - 04 FEBRUARY 1988 13:22:00 \$12.25
 #5604 # 11 * 88-320032
 COOK COUNTY RECORDER

P.I.N. 16-01-418-017
 2609 W. Augusta
 Chicago, Illinois 60622

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This Instrument was Prepared by:
 William T. O'Neill, Attorney-at-Law
 1000 North Rush Street
 Chicago, Illinois 60611

TOGETHER with all the buildings and improvements now or hereafter erected thereon and
 all appurtenances, apparatus and fixtures and the rents, issues and profits thereof, of
 every name, nature and kind.

TO HAVE AND TO HOLD the said property unto said Mortgagee forever, for the uses and
 purposes herein set forth, free from all rights and benefits under the Homestead Exemption
 laws of the State of Illinois, which said rights and benefits said Mortgagors do hereby
 release and waive.

This Mortgage is given to secure: (1) The payment of a certain indebtedness payable to
 the order of the Mortgagee, evidenced by the Mortgagors' Note of even date herewith in the
 Principal sum of THIRTEEN THOUSAND AND NO/100
Dollars (\$13,000.00), together with interest
 in accordance with the terms thereof; (2) any additional advances made by Mortgagee to the
 Mortgagors or their successors in title, prior to the cancellation of this mortgage, and
 the payment of any subsequent Note evidencing the same, in accordance with the terms
 thereof.

It is the intention hereof to secure the payment of the total indebtedness of the
 Mortgagors to the Mortgagee within the limits prescribed herein whether the entire amount
 shall have been advanced to the Mortgagors at the date hereof or at a later date or having
 been advanced shall have been paid in part and future advances thereafter made. All such
 future advances so made shall be liens and shall be secured by this mortgage, and it is
 expressly agreed that all such future advances shall be liens on the property herein
 described as of the date hereof.

THE MORTGAGORS COVENANT: (1) The term "Indebtedness" as herein used shall include all
 sums owed or agreed to be paid to the Mortgagee by the Mortgagors or their successors in
 title, either under the terms of said Note as originally executed or as modified and
 amended by any subsequent Note, or, under the terms of this mortgage or any supplement
 thereto or otherwise; (2) To repay to the Mortgagee the indebtedness secured hereby,
 whether such sums shall have been paid or advanced at the date hereof or at any time
 hereafter; (3) To pay when due all taxes and assessments levied against said property or
 any part thereof, and to deliver receipts therefor to the Mortgagee promptly upon demand;
 (4) To keep the buildings and improvements situated on said property continually insured
 against fire and such other hazards, in such amount and with such carrier as the Mortgagee
 shall approve, with loss payable to the Mortgagee as interest may appear; (5) Neither to
 commit nor to suffer any strip, waste, impairment or deterioration of the mortgaged
 premises or any part thereof, and to maintain the mortgaged premises in good condition and
 repair; (6) To comply with all applicable laws, ordinances, rules and regulations of the
 nation, state and municipality, and neither to use nor permit the property to be used for

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any unlawful purposes; (7) To keep the mortgaged premises free from liens superior to the lien of this mortgage, except as aforesaid, and to pay when due any indebtedness which may be secured by lien or charges on the premises superior to the lien hereof; (8) That no sale or conveyance of said property will be made without the prior written consent of the Mortgagee; (9) That time is of the essence of this mortgage and of the Note secured hereby and no waiver of any right or obligation hereunder or of the obligations secured hereby shall at any time thereafter be held to be a waiver of the terms hereof, or of any Note secured hereby, and that the lien of this mortgage shall remain in full force and effect during any postponement or extension of the time of payment of the indebtedness or any part thereof secured hereby; (10) That in the event the ownership of the mortgaged premises or any part thereof becomes vested in a person or persons other than the Mortgagors, the Mortgagee may without notice to the Mortgagors deal with such successors in interest with reference to this mortgage and the indebtedness hereby secured in the manner as with Mortgagors; (11) That upon the commencement of any foreclosure proceeding hereto the court in which such suit is filed may at any time, either before or after sale and without notice to the Mortgagors, appoint a receiver with power to manage, rent and collect the rents, issues and profits of said premises during the pendency of such foreclosure suit, and the statutory period of redemption, and such rents, issues and profits, when collected either before or after any foreclosure sale, may be applied toward the payment of the indebtedness or any deficiency, decree, costs, taxes, insurance or other items necessary for the protection and preservation of the property, including the expenses of such receivership; and upon foreclosure and sale of said premises there shall first be paid out of the proceeds of such sale a reasonable sum for plaintiff's attorney's fee and all expenses of advertising, selling and conveying said premises, all sums advanced for court costs, any taxes or other liens or assessments, or title costs, master's fees and costs of procuring or completing an abstract of title, title guaranty policy or Torrens Certificate showing the complete title of said premises, including the foreclosure decree and Certificate of Sale; there shall next be paid the indebtedness secured hereby, and finally the overplus, if any, shall be returned to the Mortgagors. The purchaser at said sale shall have no duty to see to the application of the purchase money.

If there be only one mortgagor, all plural words herein referring to Mortgagors shall be construed in the singular.

IN WITNESS WHEREOF the Mortgagors have hereunto set their hands and seals this 14th day of July, A.D. _____.

Donald J. Madia (Seal)
Donald J. Madia

John A. Campanelli (Seal)
John A. Campanelli

STATE OF ILLINOIS)
COUNTY OF Cook) ss.

I, a Notary Public, in and for the said county in the state aforesaid do hereby certify that DONALD J. MADIA AND JOHN A. CAMPANELLI

is/are personally known to me to be the same person(s) whose name(s) 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 own free and voluntary act for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

Given under my hand and Notarial Seal this 14th day of July A.D. 1988.

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Mail to:
OAK TRUST AND SAVINGS BANK
1000 N. Rush Street
Chicago, Illinois 60611

