

(all)

Acc# 2723

Land Title

UNOFFICIAL COPY

89431416

Loan No. _____

MORTGAGE

THE ABOVE SPACE FOR RECORDER'S USE ONLY

THIS INDENTURE, made August 21, 1989, between Thomas M. Connell and Judy J. Connell, his wife, as joint tenants

(herein referred to as "Mortgagors,") and GLADSTONE-NORWOOD TRUST & SAVINGS BANK, a banking corporation organized under the laws of the State of Illinois, doing business in Chicago, Illinois, (herein referred to as "Mortgagee,") **WITNESSETH** THAT WHEREAS Mortgagors are justly indebted to Mortgagee in the sum of Seventy thousand and 0/100ths

_____ dollars (\$ 70,000.00) 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 12% initially and 13% thereafter at 2% over prime prior to maturity, at the office of Mortgagee in Chicago, Illinois, in _____ successive monthly installments commencing November 1, 1989, and on the same date of each month thereafter, all except the last of said installments to be in the amount of \$ 2,000.00 each, and said last installment to be the entire unpaid balance of said sum, together with interest on the principal of each installment after the original maturity date thereof at prime + 3% per annum; together with all costs of collection, including reasonable 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 for the further purpose of securing the payment of any and all obligations, indebtedness and liabilities of any and every kind now or hereafter owing and to become due from the Mortgagors or any of them to the Mortgagee or to the holder of said Note or to the Assignee of the Mortgagee during the term of this mortgage, howsoever created, incurred, evidenced, whether under the Note or this mortgage or under any other instrument, obligation, contract or agreement of any and every kind now or hereafter existing or entered into between the Mortgagors or any of them and the Mortgagee or otherwise and whether direct, indirect, primary, secondary, fixed or contingent, together with interest and charges as provided in said Note and in any other agreements made by and between the parties herein, and including all present and future indebtedness incurred or arising by reason of the guarantee to Mortgagee by Mortgagors or any of them of present or future indebtedness or obligations of third parties to Mortgagee, and of present and future indebtedness originally owing by Mortgagors or any of them to third parties and assigned by said third parties to Mortgagee, and any and all renewals or extensions of any of the foregoing, 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:

Exhibit "A" attached.

TAX ID: 10-30-315-029

THIS IS A JUNIOR MORTGAGE.

DEPT-01 RECORDING \$13.25
T#2222 TRAN 0242 09/14/89 09:38:00
#5107 +B *89-431416
COOK COUNTY RECORDER

89431416

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 parity with said real estate and not secondarily), and all apparatus, equipment or articles now or hereafter therein or thereon used in a purely heat, gas, air conditioning, water, light, power, refrigeration (whether single units or centrally controlled), and ventilation, including (without restricting the foregoing), screens, window shades, storm doors and windows, floor coverings, inador 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, 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 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 Mortgagors sell or convey the premises, or if the title thereto or any interest therein shall become vested in any manner whatsoever in any other person or persons other than Mortgagors, Mortgagee shall have the option of declaring immediately due and payable all unpaid installments on the Note and enforcing the provisions of this Mortgage with respect thereto unless prior to such sale or conveyance Mortgagee shall have consented thereto in writing and the prospective purchasers or grantees shall have executed a written agreement in form satisfactory to the Mortgagee assuming and agreeing to be bound by the terms and conditions of said Note and this Mortgage.

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

Thomas M. Connell (SEAL) Judy J. Connell (SEAL)
Thomas M. Connell (SEAL) Judy J. Connell (SEAL)

STATE OF ILLINOIS)
COUNTY OF Cook) SS Nina D. Gaspich, a Notary Public in and for and residing in said County, in the State aforesaid, DO HEREBY CERTIFY THAT Thomas M. Connell & Judy J. Connell, his wife who are 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 under or by homestead exemption and valuation laws.

GIVEN under my hand and Notarial Seal this 21st day of August, A.D. 1989.

This document prepared by Nina Gaspich
GLADSTONE-NORWOOD TRUST & SAVINGS BANK, CHGO., ILL.

NAME Gladstone
STREET 200 N. Central
CITY Chgo, Ill 60630
RECORDERS OFFICE BOX NO. 34

FOR RECORDERS INDEX PURPOSES IN ADDRESS OF ABOVE DESCRIBED PROPERTY HERE
7334 N. School
Niles, Il. 60648

13.00 MAIL

89431416

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EXHIBIT "A"

LEGAL DESCRIPTION

Lot 3 in Ciesal's Subdivision of the East 200 feet of Lot 1 measured along South line thereof in Resubdivision of Lot 28 of Subdivision by William West and others of Lot 18 and part of Lot 1 of Assessor's Division of Southwest Fractional $\frac{1}{4}$ of Section 30, Township 41 North, Range 13 East of the Third Principal Meridian, together with Lot 8 in Assessor's Subdivision of Jane Miranda's Reserve excepting therefrom that part of Lot 28 lying West of Line 165 feet East and parallel to the center line of Waukegan Road, also excepting that part of Lot 28 lying East of West line of Lot 31 of Niles Villa Subdivision of Lot 29, of said William West and other subdivision extended Southerly (said Resubdivision recorded December 20, 1949 as Document #14699670) in Cook County, Ill.

Property of Cook County Clerk's Office

89431416