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When Recorded, Mail to: *Prepared By*
EVANSTON BANK
Home Equity Loan Department
603 Main Street
Evanston, IL 60202

89444608
THIS IS A SECOND MORTGAGE

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Evanston, Illinois

**EVANSTON BANK
HOME EQUITY LOAN MORTGAGE**

This Mortgage, made this 14th day of September, 1989, between William L. Walsh & Cecelia C. Carlson (hereinafter referred to as "the Mortgagor") and EVANSTON BANK, an Illinois Banking Corporation (hereinafter referred to as "the Mortgagee").

Whereas, Mortgagor is indebted to the Mortgagee in the principal sum of Twelve Thousand Five Hundred Dollars (\$ 12,500.00), which indebtedness is evidenced by Mortgagor's Note dated 09-14, 1989 (hereinafter referred to as the "Note"), which Note provides for payment of the indebtedness as set forth therein, with the balance of the indebtedness, if not sooner paid, due and payable on October 15, 1994; and

Whereas, the Note provides for interest to be charged on the balance remaining from time to time outstanding at a rate equal to one percent (1.0%) above the "Prime Rate" as published daily in The Wall Street Journal on each day in which an outstanding balance is due under the Note (hereinafter referred to as the "Index"); and

Now, therefore, the Mortgagor, to secure payment of the indebtedness evidenced by the Note and the Liabilities (defined below), including any and all renewals and extensions of the Note, Mortgagor does by these presents CONVEY, WARRANT and MORTGAGE unto Mortgagee, all of Mortgagor's estate, right, title and interest in the real estate situated, lying and being in the County of Cook, and State of Illinois legally described as follows:

Not in joint tenancy in Common, but in JOINT TENANCY, the following described Real Estate situated in the County of Cook in the State of Illinois, to wit:

LOT 1 in Ryan's Subdivision of part of the East 1/2 of LOT 2 in the County Clerk's division of Section 32, Township 42 North, Range 13 East of the Third Principal Meridian, in the Village of Wilmette, according to the plat thereof recorded February 23, 1955 as Document Number 16156073, in Cook County, Illinois., Subject to general taxes for 1979 and subsequent years; building lines and building and liquor restrictions of record, zoning and building laws and ordinances, public utility easements, public roads, covenants and restrictions of record as to use and occupancy, party wall rights and agreements, if any;

Property Index No. (PIN) 05-32-200-045; and

Which has the address of 605 Illinois Road, Wilmette, Illinois 60091 (hereinafter referred to as the

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"Property Address"), which is referred to herein as the "Premises", together with all improvements, buildings, tenements, hereditaments, appurtenances, gas, oil, minerals, easements located in, on, over or under the Premises, and all types and kinds of fixtures, including without limitations, all of the foregoing used to supply heat, gas, air conditioning, water, light, power, refrigeration or ventilation (whether single units or centrally controlled) and all screens, window shades, storm doors and windows, floor coverings, awnings, stoves and water heaters, whether now on or in the Premises or hereafter erected, installed or placed on or in the Premises, and whether or not physically attached to the Premises. The foregoing items are and shall be deemed a part of the Premises and a portion of the security for the Liabilities.

Mortgagor covenants that Mortgagor is lawfully seized of the estate hereby conveyed and has the right to MORTGAGE, GRANT and CONVEY the Premises, that the Premises is unencumbered unless otherwise acceptable to Mortgagee and the Mortgagor will warrant and defend generally the title to the Premises against all claims and demands.

Further, Mortgagor does hereby pledge and assign to Mortgagee, all leases, written or verbal, rents, issues and profits of the Premises, including without limitation, all rents, issues, profits, revenues, royalties, bonuses, rights and benefits due, payable or accruing, and all deposits of money as advance rent or for security, under any and all present and future leases of the Premises, together with the right, but not the obligation, to collect, receive, demand, sue for and recover the same when due or payable. Mortgagee by acceptance of this Mortgage agrees, as a personal covenant applicable to Mortgagor only, and not as a limitation or condition hereof and not available to anyone other than Mortgagor, that until a default shall occur or an event shall occur, which under the terms hereof give to Mortgagee the right to foreclose this Mortgage, Mortgagor may collect, receive and enjoy such avails.

IT IS FURTHER UNDERSTOOD THAT:

1. Mortgagor shall promptly pay when due the principal of and interest on the indebtedness evidenced by the Note, and late charges as provided in the Note, and the principal of and interest on any future advances secured by this Mortgage.
2. In addition, Mortgagor shall:
 - (a) Promptly repair, restore or rebuild any improvement now or hereafter on the Premises which may become damaged or destroyed.
 - (b) Pay immediately when due and payable all general taxes, special taxes, special assessments, water charges, sewer service charges and other taxes and charges against the Premises, including those heretofore due, (the monthly payments provided in the Note in anticipation of such taxes and charges are to be applied thereto provided said payments are actually made under the terms of said Note), and to furnish the Mortgagee, upon request, with the original or duplicate receipts therefore, and all such items extended against said Premises shall be conclusively deemed valid for the purpose of this requirement.
 - (c) Keep the improvements now existing or hereafter erected on the Premises insured against loss or damage by fire, lightning, wind storm,

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vandalism and malicious damage or such other hazards, as the Mortgagee may reasonably require to be insured against under policies providing for payment by the insurance companies of monies sufficient either to pay the cost of replacing or repairing the same or to pay in full the indebtedness secured hereby, in such companies through such agents or brokers and in such form as shall be satisfactory to the Mortgagee, until said indebtedness is fully paid, or in the case of foreclosure, until expiration of the period of redemption: such insurance policies, including additional and renewal policies shall be delivered to and kept by the Mortgagee and shall contain a clause satisfactory to the Mortgagee making them payable to the Mortgagee, as its interest may appear and in case of loss under such policies, the Mortgagee is authorized to adjust, collect and compromise, in its discretion, sign, upon demand, all receipts, vouchers and releases required of it by the insurance companies; application by the Mortgagee of any of the proceeds of such insurance to the indebtedness hereby secured shall not excuse the Mortgagor from making all monthly payments until the indebtedness is paid in full. In the event of a loss, Mortgagor shall give prompt notice of the insurance carrier and the Mortgagee. Mortgagee may make proof of loss if not made promptly by Mortgagor. All renewal policies shall be delivered at least 10 days before such insurance shall expire. All policies shall provide further that the Mortgagee shall receive 10 days notice prior to cancellation. Mortgagor shall keep all buildings and improvements now or hereafter situated on the Premises insured against loss or damage by flood, if the Premises is located in a flood hazard zone.

- (d) Complete within a reasonable time any buildings or improvements now or at any time in process of erection upon said property.
- (e) Keep said Premises in good condition and repair without waste and free from any mechanics or other lien or claim of lien not expressly subordinated to the lien thereof.
- (f) Not suffer or permit any unlawful use of or any nuisance to exist on said Premises nor to diminish nor impair its value by any act or omission to act.
- (g) Comply with all requirements of law or municipal ordinances with respect to the Premises and the use thereof.
- (h) Comply with the provision of any lease if this Mortgage is on a leasehold.
- (i) Pay the premiums for any life, disability or other insurance if Mortgagor shall procure contracts of insurance upon his life and disability insurance making the Mortgagee assignee thereunder. In such event and upon failure of Mortgagor to pay the aforesaid premiums, the Mortgagee may pay the premiums

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for such insurance and add such payments to the principal indebtedness secured by this Mortgage to be repaid in the same manner and without changing the amount of the monthly payments, unless such change is by mutual consent.

- (j) In the event this Mortgage is on a unit in a condominium, perform all of the Mortgagor's obligations under the declaration or covenants creating or governing the condominium, the by-laws and regulations of the condominium and any and all related documents.
- (k) Upon the request of Mortgagee, Mortgagor shall deliver to Mortgagee all original leases of all or any portion of the Premises, together with assignments of such leases from Mortgagor to Mortgagee, which assignments shall be in form and substance satisfactory to Mortgagee. Mortgagor shall not, without Mortgagee's prior written consent, procure, permit or accept any repayment, discharge or compromise of any rent or release any tenant from any obligation at any time while the indebtedness secured hereby remains unpaid.
3. Any sale, conveyance or transfer of any right, title or interest in the Premises or any portion thereof or any sale, transfer or assignment of all or any part of the beneficial interest in any trust holding title to the Premises without the prior written approval of the Mortgagee shall constitute a default hereunder on account of which the holder of the Note secured hereby may declare the entire indebtedness evidenced by said Note to be immediately due and payable and foreclose this Mortgage immediately or at any time thereafter.
4. In the case of a failure to perform any of the covenants herein, or if any action or proceeding is commenced which materially affects the Mortgagee's interest in the property, including, but not limited to eminent domain, insolvency, code enforcement, or arrangements or proceedings involving a bankrupt or decedent, the Mortgagee may do on the Mortgagor's behalf everything so covenanted; the Mortgagee may also do any act it may deem necessary to protect the lien hereof; and the Mortgagor will repay upon demand any monies paid or disbursed, including reasonable attorney's fees and expenses, by the Mortgagee for any of the above purposes and such monies together with interest thereon at the default rate set forth in the Note for which this Mortgage is given as security or at the highest rate for which it is then lawful to contract shall become so much additional indebtedness hereby secured and may be included in any decree foreclosing this Mortgage and be paid all of the rents or proceeds of sale of said Premises if not otherwise paid. It shall not be obligatory upon the Mortgagee to inquire into the validity of any lien, encumbrance, or claim in advancing monies as above authorized, but nothing herein contained shall be construed as requiring the Mortgagee to advance any monies for any purpose nor to act hereunder; and the Mortgagee shall not incur any personal liability because of anything it may do or omit to do hereunder, nor shall any acts of the Mortgagee act as a waiver of the Mortgagee's right to accelerate the maturity of the indebtedness secured by this Mortgage or to proceed to foreclose this Mortgage.
5. Time is of the essence hereof, and if default be made in

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performance of any covenant herein contained in the Note or in making any payment under said Note or obligation or any extension or renewal thereof, or if proceedings be instituted to enforce any other lien or charge upon any of the Premises, or upon the filing of a proceeding in bankruptcy by or against the Mortgagor, or the Mortgagor shall make an assignment for the benefit of creditors or if Mortgagor's property be placed under control of or in custody of any court or officer of the government, or if the Mortgagor abandons the Premises, or fails to pay when due any charge or assessment (whether for insurance premiums, maintenance, taxes, capital improvements, purchase of another unit, or otherwise) imposed by an condominium, townhouse, cooperative or similar owner's group, then and in any of said events, the Mortgagee is hereby authorized and empowered, at its option, and without affecting the lien hereby created or the priority of said lien or any right of the Mortgagee hereunder, to declare, without notice all sums secured hereby immediately due and payable, whether or not such default by remedied by Mortgagor, and apply toward the payment of said Mortgage indebtedness any monies of the Mortgagor held by the Mortgagee, and the said Mortgagee may also immediately proceed to foreclose this Mortgage, and in any foreclosure a sale may be made of the Premises enmasse without the offering of the several parts separately.

6. Upon the commencement of any foreclosure proceeding hereunder, the court in which such bill is filed may at any time, either before or after the sale, and without notice to the Mortgagor, or any party claiming under Mortgagor, and without regard to the solvency of the Mortgagor or the then value of said Premises, or whether the same shall then be occupied by the owner of the equity of redemption as a homestead, appoint a receiver, with power to manage and rent and to collect the rents, issues and profits, when collected, may be applied before as well as after the foreclosure sale, towards the payment of the indebtedness, costs, taxes, insurance or other items necessary for the protection and preservation of the Premises, including the expenses of such receivership, or on any deficiency decree whether there be a decree therefore in personam or not, and if a receiver shall be appointed he shall remain in possession until the expiration of the full period allowed by statute for redemption, whether there be redemption or not, and until the issuance of a deed in case of sale, but if no deed be issued until the expiration of the statutory period which it may be issued and no lease of said Premises shall be nullified by the appointment or entry in possession of a receiver but he may elect to terminate any lease junior to the lien hereof, and upon foreclosure of said Premises, there shall be allowed and included as an additional indebtedness in the decree of sale all expenditures and expenses together with interest thereon at the default rate set forth in the Note for which this Mortgage is given as security, which may be paid or incurred by or in behalf of the Mortgagee for attorney's fees, appraiser's fees, court costs and costs (which may be estimated as to include items to be extended after the entry of the decree) and of procuring all such data with respect to title as the Mortgagee may reasonably deem necessary either to prosecute such suit or to evidence to bidders at any sale held pursuant to such decree the true title or value of said Premises; all of which aforesaid amounts together with interest as herein provided shall be immediately due and payable by the Mortgagor in connection with (a) any proceeding, including a probate or bankruptcy proceeding to which

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either party hereto shall be a party by reason of this Mortgage or the Note hereby secured; or (b) preparations for the commencement of any suit for the foreclosure hereof after the accrual of the right to foreclose, whether or not actually commenced; or (c) preparations for the defense of or intervention in any suit or proceeding or any threatened or contemplated suit or proceeding, which might affect the Premises or the security hereof. In the event of a foreclosure sale of said Premises there shall first be paid out of the proceeds thereof all of the aforementioned items, then the entire indebtedness whether due and payable by the terms hereof or not the interest due thereon up to the time of such sale, and the overplus, if any, shall be paid to the Mortgagor, and the purchaser shall not be obliged to see the application of the purchase money.

7. Extension of the time for payment or modification or amortization of the sums secured by this Mortgage granted by the Mortgagee to any successor in interest of Mortgagor shall not operate to release in any manner the liability of the original Mortgagor and Mortgagor's successor in interest. The Mortgagor shall not be required to commence proceedings against such successor or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Mortgage by reason of any demand made by the original Mortgagor and Mortgagor's successor in interest.
8. This Mortgage is security for the payment of a certain Note bearing even date herewith executed by Mortgagor in favor of Mortgagee. All of the agreements, conditions, covenants, provisions and stipulations contained in said Note which are to be kept and performed by Mortgagor are hereby made a part of this Mortgage to the same extent and with the same force and effect as if they were fully set forth herein, and Mortgagor covenants and agrees to keep and perform them or cause them to be kept and performed strictly in accordance with their terms.
9. In the event the enactment or expiration of any federal or state laws which have the effect of rendering any provision of the Note or Mortgage unenforceable according to its terms, Mortgagee, at its option, may declare, without notice, all sums secured hereby immediately due and payable, and apply toward the payment of said Mortgagee indebtedness any monies of the Mortgagor held by Mortgagee, and the said Mortgagee may also immediately proceed to foreclose this Mortgage, as provided in Paragraph 5 and 6 hereof.
10. Any forbearance by the Mortgagee in exercising any right or remedy hereunder or otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of any such right or remedy. The procurement of insurance of the payment of taxes or other liens or charges by the Mortgagee shall not be a waiver of the Mortgagee's right to accelerate the indebtedness secured by this Mortgage.
11. All remedies provided in this Mortgage are distinct and cumulative to any other right or remedy under this Mortgage or afforded by law or equity and may be exercised concurrently, independently or successively.
12. The covenants contained herein shall bind and the rights hereunder shall inure to the respective successors and assigns of the Mortgagee and Mortgagor subject to the provisions of Paragraph 3 hereof. All covenants and agreements of Mortgagor shall be joint and several.

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13. Except to the extent any notice shall be required under applicable law to be given in another manner, any notice to Mortgagor shall be given by mailing such notice by certified mail addressed to Mortgagor at the Property Address or at such other address as Mortgagor may designate by notice to the Mortgagee as provided herein and any notice to the Mortgagee shall be given by certified mail, return receipt requested to the Mortgagee's address stated herein or to such other address as the Mortgagee may designate by notice to Mortgagor as provided herein. Any notice provided for in this Mortgage shall be deemed to have been given to Mortgagor or the Mortgagee when given in the manner designated herein.
14. Upon payment of all sums secured by this Mortgage, the Mortgagee shall release this Mortgage without charge to Mortgagor. Mortgagor shall pay the costs of recordations of any documentation necessary to release this Mortgage.
15. Mortgagor hereby waives all right of homestead exemption in the Premises and grants to the Mortgagee the right to inspect the Premises at all reasonable times and access thereto shall be permitted for that purpose.
16. Mortgagor assigns to the Mortgagee and authorizes the Mortgagee to negotiate for and collect any award for condemnation of all or any part of the Premises. The Mortgagee may, in its discretion, apply any such award to amounts due hereunder, or for restoration of the Premises.
17. If the Mortgagor is a corporation the Mortgagor hereby waives any and all rights of redemption from sale under any order or decree of foreclosure of this Mortgage, on its own behalf and on behalf of each and every person, except decree or judgment creditors of the Mortgagor, acquiring any interest in or title to the Premises subsequent to the date of this Mortgage.
18. This Mortgage shall be governed by the law of the jurisdiction in which the Premises are located. In the event one or more of the provisions contained in this Mortgage shall be prohibited or invalid under applicable law, such provisions shall be ineffective only the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Mortgage.
19. It is the intent hereof to secure payment of the Note whether the entire amount shall have been advanced to the Mortgagor at the date hereof or at a later date, or having been advanced, shall have been repaid in part and further advances made at the later date, which advances shall in no event operate to make the principal sum of the indebtedness greater than the original principal amount plus any amount or amounts that may be added to the Mortgage indebtedness under the terms of this Mortgage for the purpose of protecting the security. All future advances made in accordance with the terms of the Note shall be secured hereby and the date of such future advances shall not effect the priority of this Mortgage.

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IN WITNESS WHEREOF, the undersigned has signed this Mortgage on the day and year first above written at Evanston, Illinois.

William L. Walsh

Cecelia C. Carlson

William L. Walsh

Cecelia C. Carlson

STATE OF ILLINOIS
COUNTY OF COOK, SS

DEPT-01 \$19.30
T#1111 TRAN 2721 09/20/89 14:23:00
#1296 # *-89-444608
COOK COUNTY RECORDER

I, the undersigned, a Notary Public in and for the said County, in the State aforesaid, DO HEREBY CERTIFY THAT William L. Walsh and Cecelia C. Carlson, personally known to me to be the same person(s) whose name(s) is/are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed, sealed and delivered the said instruments as their free and voluntary act, for the uses and purposes therein set forth, including the releases and waiver of the right of homestead.

GIVEN under my hand and notarial seal this 14th day of September, 1989.

My commission expires 6/26/93.

Dora Tsatsos
Notary Public

" OFFICIAL SEAL "
DORA TSATSOS
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 6/26/93

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