

and effect, the right of recourse against all such persons being expressly reserved by Mortgagee, notwithstanding any such extension, variation or release.

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17. Subject to applicable law or a written waiver by Mortgagee, Mortgagor shall pay to Mortgagee on the day installments are payable under the Note, until the Note is paid in full, a sum (herein "Funds") equal to the annual real estate taxes, special assessments, property insurance premiums and mortgage insurance premiums, if any, payable with respect to the premises, all as estimated by Mortgagee, divided by the number of installments to be made on the Note in each year. Notwithstanding the foregoing, Mortgagor shall not be obligated to make such payments of funds to Lender to the extent that Mortgagor makes such payments to the holder of a prior mortgage or deed of trust if such holder is an institutional lender.

If Mortgagor pays Funds to Mortgagee, the Funds shall be held by Mortgagee and may be commingled with such other funds or its funds. Unless applicable law requires interest to be paid, Mortgagee shall not be required to pay Mortgagor any interest or earnings on the Funds.

Upon presentation to Mortgagee by Mortgagor of bills therefor, Mortgagee shall apply the Funds to pay said taxes, assessments and insurance premiums. If the amount of the Funds held by Mortgagee shall not be sufficient to pay all of the taxes, assessments and insurance premiums when the same shall become due, then Mortgagor shall pay to Mortgagee on demand any amount necessary to make up the deficiency. Deposits for taxes and assessments required hereunder shall be made on the tax assessment year basis so that the amount accumulated during any calendar year is sufficient to pay the taxes and assessments for such calendar year, payable during the following calendar year, and if such deposits prove insufficient for that purpose, Mortgagor shall upon receipt of the bills covering such taxes and assessments forthwith deposit with Mortgagee the amount of the deficiency for the prior calendar year to which such bills relate. If the amount of Funds held by Mortgagee, together with the future installments of Funds payable prior to the due dates of taxes, assessments and insurance premiums, shall exceed the amount required to pay such taxes, assessments and insurance premiums as they become due, such excess shall be, at Mortgagee's option, either promptly repaid to Mortgagor or credited on subsequent payments to be made for such items.

The Funds are pledged as additional security for the indebtedness secured hereby and, in the event of a default hereunder or under the Note, at the option of Mortgagee, Mortgagee may, without being required to do so, apply any Funds at the time on deposit to payment, in whole or in part, of any of Mortgagor's obligations herein or in the Note contained in such order and manner as Mortgagee may elect.

18. If Mortgagor is a corporation, Mortgagor hereby releases and waives, to the fullest extent permitted by applicable law, any and all rights of redemption from sale under any order or decree of foreclosure of this Mortgage. If Mortgagor is a corporate trustee, Mortgagor hereby releases and waives to the fullest extent permitted by applicable law, any and all rights of redemption from sale under any order or decree of foreclosure of this Mortgage and represents that it is duly authorized and empowered by the trust instruments and by all necessary persons to make such waiver and release.

19. All amounts advanced by Mortgagee in accordance herewith to protect the premises or the security of this Mortgage shall become additional indebtedness secured by this Mortgage and shall bear interest from the date of disbursement at the post-maturity rate specified in the Note or, if no post-maturity rate is specified in the Note, then at the rate of 18% per annum unless payment of interest at such rate would be contrary to applicable law, in which event such amounts shall bear interest at the highest rate permissible under applicable law.

20. If, by the laws of the United States of America or of any state or municipality having jurisdiction over the premises, any tax is due or becomes due in respect of the issuance of the Note, Mortgagor shall pay such tax in the manner required by law.

21. Time is of the essence of this Mortgage and of the performance by Mortgagor of its obligations hereunder.

22. This Mortgage and all provisions thereof shall extend to and be binding upon Mortgagor and all persons claiming under or through Mortgagor; the word "Mortgagor" when used herein shall include all such persons and all persons liable for the payment of the indebtedness secured hereby or any part thereof, whether or not such persons shall have executed the Note or this Mortgage. The word "Note" when used herein shall be construed to mean "Notes" when more than one note is used. If more than one person shall have executed this Mortgage, then all such persons shall be jointly and severally liable hereon.

23. Wherever possible, each provision of this Mortgage shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision or clause of this Mortgage be deemed to be prohibited by or invalid under applicable law, such provision or clause shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or clause or the remaining provisions and clause of this Mortgage.

24. Mortgagee shall release this Mortgage and the lien thereof by proper instrument upon payment and discharge of all indebtedness secured hereby and payment of a reasonable fee to Mortgagee for the execution of such release.

25. This Mortgage has been delivered at Chicago, Illinois, and the rights and obligations of the parties hereunder, including matters of validity, performance, construction and enforcement shall be governed and construed in accordance with the laws of the State of Illinois.

26. If Mortgagor is a trustee, then this Mortgage is executed by Mortgagor, not personally but solely as trustee as aforesaid in the exercise of the power and authority conferred upon and vested in it as such trustee and Mortgagor hereby warrants that it possesses full power and authority to execute this instrument. It is expressly understood and agreed that nothing herein contained shall be construed as creating any liability on Mortgagor as trustee as aforesaid, or on Mortgagor personally to pay the Note or any interest that may accrue thereon, or any indebtedness accruing hereunder, or to perform any covenant either express or implied herein contained, all such liability, if any, being expressly waived by Mortgagee and by every person now or hereafter claiming any right or security hereunder.

IN WITNESS WHEREOF, Mortgagor has executed and delivered this Mortgage on the day and year first above written.

Brian K. Moran
Brian K. Moran, Co-trustee
Theodore B. Pasquesi
Theodore B. Pasquesi, Co-trustee

Jean B. Moran
Jean B. Moran

89523883

ACKNOWLEDGEMENT

STATE OF ILLINOIS
COUNTY OF *DuPage* SS.

I, *Donna Weis*, a Notary Public in and for and residing in said County, in the State aforesaid, DO HEREBY CERTIFY THAT *Jean B. Moran* who *is* personally known to me to be the same person whose name *is* subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that *she* signed 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 their right of homestead.

GIVEN under my hand and Notarial Seal this *16th* day of *October*, 19 *89*.

My Commission Expires: *2-8-1992*

Donna Weis
Public
* OFFICIAL SEAL *
DONNA WEIS
NOTARY PUBLIC, STATE OF ILLINOIS
DUPAGE COUNTY
My Commission Expires 2-8-1992

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2000032424

Property of Cook County Clerk's Office

IN WITNESS WHEREOF

I, the undersigned, Clerk of Cook County, Illinois, do hereby certify that the foregoing is a true and correct copy of the original as the same appears in the records of the Clerk of Cook County, Illinois.

CLERK OF COOK COUNTY

895233883

Property of Cook County, Illinois

Commonly known as: 15 Woodley Road, Winnetka, IL

PIN # 05-29-101-015

of said Lot 1 all in Cook County, Illinois.

Subdivision said point being 219.85 feet South of the North West corner along the chord, to a point in the West line of said Lot 1 of Negard's described curved line at the point of compound curve, 243.95 feet measured line of 955 foot radius, convex Southeastery, tangent to the last chord, to a point of compound curve; thence; Southwesterly in a curved 174.21 foot radius convex Southeastery, 113.92 feet measured along the North West 1/4, turning thence Southwesterly in a curved line of North 865.7 feet, 222.8 feet East of the West line of said East 1/2 of described curved line; beginning at a point in the South line of the the aforesaid described 24 foot strip lying Northwesterly of the following and also excepting that part of Lot 1 in Negard's Subdivision of and from all of said premises (that part lying East of a line 830 feet West of and parcelled to the East line of the North West 1/4 of Section 29;

Lot 1 in Negard's Subdivision of the West 1/2 Section 29, Township 42 North, Range 13, East of the Third Principal Meridian, and that part of the East 1/2 of the North West 1/4 of Section 29, Township 42 North, Range 13, East of the Third Principal Meridian, lying South of the North 865.7 feet and North of the North line of said Lot 1, excepting however from all of said premises (that part lying East of a line 830 feet West of and parcelled to the East line of the North West 1/4 of Section 29;

ATTACHMENT "A"

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20250223

Property of Cook County Clerk's Office

COOK COUNTY CLERK'S OFFICE

1001 N. LAKE ST.

CHICAGO, IL 60610
TEL: (773) 309-1000
WWW.COOKCOUNTYCLERK.COM

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