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UNOFFICIAL COPY

Loan No. 214768450

89536610

MORTGAGE

THE ABOVE SPACE FOR RECORDER'S USE ONLY

THIS INDENTURE, made November 6, 19 89, between Walter C. Cabot, divorced and not since remarried

(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 One Hundred Sixty Thousand and 00/100ths dollars (\$ 160,000.00) 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 Eleven per cent (11.00%) per annum prior to maturity, at the office of Mortgagee in Chicago, Illinois, in 60 successive monthly installments commencing January 1, 19 90, and on the same date of each month thereafter, all except the last of said installments to be in the amount of \$ 1,568.18 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 12.00% 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, acquired or arising, 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 Warranty to the Mortgagee, its successors and assigns, the following describe real Estate in the County of Cook and State of Illinois, to wit:

Parcel 1: Lot 4 (Except that part of said Lot 4 Lying East of Line 50 Feet West of and parallel with the East Line of Section 19 taken for street) in Sub-block 1 in H.C. Buechner's Subdivision of Block 1 in the Subdivision of Section 19, Township 40 North, Range 14, East of the Third Principal Meridian, (Except the Southwest 1/4 of the Northeast 1/4 of the Southeast 1/4 of the Northwest 1/4 and the East 1/2 of the Southeast 1/4 Thereof) in Cook County, Illinois.

Parcel 2: The North 24 Feet of Lot 5 (Except that part of said Lot 5, Lying East of a Line 50 Feet West of and Parallel with the East Line of Section 19, Taken For Street), in H.C. Buechner's Subdivision of Block 1 in the Subdivision of Section 19, Township 40 North, Range 14, East of the Third Principal Meridian, (Except the Southwest 1/4 of the Northeast 1/4; the Southeast 1/4 of the Northwest 1/4 and the East 1/2 of the Southeast 1/4 thereof), in Cook County, Illinois.

Parcel 3: The South 1 Foot of Lot 5 and all of Lot 6 in Block 1, in H.C. Buechner's Subdivision of Block 1, in the Subdivision of Section 19, Township 40 North, Range 14, East of the Third Principal Meridian, (Except the Southwest 1/4 of the Northeast 1/4 of the Southeast 1/4 of the Northwest 1/4 and the East 1/2 of the Southeast 1/4 Thereof, Lying West of a line 50 Feet West of and Parallel with the West Line of said Section 19, in Cook County, Illinois.

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.

(SEAL) Walter C. Cabot (SEAL)

STATE OF ILLINOIS)
) SS I, MELVIN NIDETZ, a Notary Public in and for and residing in said County,
COUNTY OF Cook) is in the State aforesaid, DO HEREBY CERTIFY THAT Walter C. Cabot, divorced and not since remarried 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 he signed, sealed and delivered the said Instrument as his free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of all rights under any homestead, exemption and valuation laws.

GIVEN under my hand and Notarial Seal this 6th day of November, A.D. 19 89.

This document prepared by Antoinette Marie Anderson
GLADSTONE NORWOOD TRUST & SAVINGS BANK, CHGO., ILL.

NAME Gladstone-Norwood Bank
STREET 5200 N. Central Avenue
CITY Chicago, Illinois
RECORDERS OFFICE BOX NO. 34 LOAN DEPARTMENT

Notary Public
"OFFICIAL SEAL"
Melvin Nidetz
FOR RECORDERS INDEX PURPOSES ABOVE DESCRIBED PROPERTY HEREIN
My Commission Expires March 4, 1990
3944-48 N. Ashland Avenue
Chicago, Illinois 60613

BOX 34

1300

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