

UNOFFICIAL COPY

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THIS INDENTURE, made November, 2 1989, between  
The First United Trust Co./as trustee  
\* as successor trustee to Oak Park Trust & Savings Bank  
of Trust # 9520

Village Mall Plaza Oak Park, Il.  
(NO. AND STREET) (CITY) (STATE)

herein referred to as "Mortgagors," and  
Randall M. Coglianese

415 N. Lombard Av. Oak Park, Il.  
(NO. AND STREET) (CITY) (STATE)

herein referred to as "Mortgagee," witnesseth:

~~FIFTEEN THOUSAND AND NO/100~~ Dollars to the Mortgagee upon the installment note of even date herewith, in the principal sum of  
FIFTEEN THOUSAND AND NO/100 DOLLARS  
(\$15,000.00), payable to the order of and delivered to the Mortgagee, in and by which note the Mortgagors promise to pay the said principal

sum and interest at the rate and in installments as provided in said note, with a final payment of the balance due on the \_\_\_\_\_ day of \_\_\_\_\_  
Jan, 2010  
and all of said principal and interest are made payable at such place as the holders of the note may, from time to time, in writing appoint, and in absence  
of such appointment, then at the office of the Mortgagee at 415 N. Lombard Av. Oak Park, Il.

NOW, THEREFORE, the Mortgagors to secure the payment of the said principal sum of money and said interest in accordance with the terms, provisions  
and limitations of this mortgage, and the performance of the covenants and agreements herein contained, by the Mortgagors to be performed, and also in  
consideration of the sum of One Dollar in hand paid, the receipt whereof is hereby acknowledged, do by these presents CONVEY ~~unto the~~  
Mortgagee, and the Mortgagee's successors and assigns, the following described Real Estate and all of their estate, right, title and interest therein, situate, lying  
and being in the Village of Oak Park COUNTY OF COOK AND STATE OF ILLINOIS, to wit:

The West 141 Feet of the North 33-1/3 Feet of the South 66-2/3 feet  
of the North 100 Feet of Lot 2 in Block 4 in John Johnston Jr.'s  
Addition to Austin, being a subdivision of the South 1/2 of the  
Southwest 1/4 of Section 5, Township 39 North, Range 14, East of  
the Third Principal Meridian, in Cook County, Illinois.

which, with the property hereinafter described, is referred to herein as the "premises,"

Permanent Real Estate Index Number(s): 16-05-317-002  
Address(es) of Real Estate: 642 N. Harvey Av., Oak Park, Il.

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 to supply 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 in the premises by Mortgagors or their successors or assigns shall be  
considered as constituting part of the real estate.

TO HAVE AND TO HOLD the premises unto the Mortgagee, and the Mortgagee's successors and assigns, forever, for the purposes, and upon the uses  
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.

The name of a record owner is: First United Trust Co. Trust # 9520

This mortgage consists of two pages. The covenants, conditions and provisions appearing on page 2 (the reverse side of this mortgage) are incorporated  
herein by reference and are a part hereof and shall be binding on Mortgagors, their heirs, successors and assigns.  
Witness the hand . . . and seal . . . of Mortgagors the day and year first above written.

This mortgage is executed by FIRST UNITED TRUST COMPANY (as Successor Trustee to  
Oak Park Trust & Savings Bank), not personally, but as Trustee under a deed or deeds in trust  
delivered pursuant to Trust Agreement dated July 2, 1985 and known as Trust  
No. 9520 in the exercise of the power and authority conferred upon and vested in it as  
such Trustee (and said Company hereby warrants that it possesses full power and authority to  
execute this instrument and the note secured hereby); and no personal liability shall exist or  
be asserted or enforceable against the said Company generally or in any capacity other than as  
Trustee as aforesaid, because or in respect of this mortgage or the said note, and its  
liability as such Trustee shall be limited to and enforceable only out of the property described  
in this mortgage, by enforcement of the lien hereof, and no duty shall rest upon said Company  
to sequester, hold or maintain as a continuing trust asset, any property now or hereafter held  
by it as Trustee as aforesaid, nor any of the income therefrom nor proceeds or avails of any  
sale or other disposition thereof.

This sheet is attached to and forms a part of a certain mortgage dated  
November 2, 1989 from the undersigned, FIRST UNITED TRUST COMPANY, not personally  
but as Trustee as aforesaid, Mortgagor, to Randall M. Coglianese  
Mortgagee, covering real estate in Cook County, Illinois.

FIRST UNITED TRUST COMPANY,  
not personally but as Trustee as aforesaid

BY: Victoria C. Japen  
Assistant Vice President

ATTEST:

[Signature]  
Assistant Secretary

89579621

REC-101 415.29  
198911 16-05-317-002 12:22:100  
10000 : 642 N. HARVEY - 89579621  
COOK COUNTY RECORDER

Above Space For Recorder's Use Only

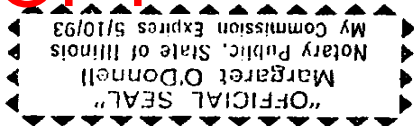
89579621

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1. Mortgagors shall (1) promptly repair, restore or rebuild any buildings or improvements now or hereafter on the premises which may become damaged or be destroyed; (2) keep said premises in good condition and repair, without waste, and free from mechanic's or other liens or claims for lien not expressly subordinated to the lien thereof; (3) pay when due any indebtedness which may be secured by a lien or charge on the premises superior to the lien hereof, and upon request exhibit satisfactory evidence of the discharge of such prior lien to the Mortgagee; (4) complete within a reasonable time any building or buildings now or at any time in process of erection upon said premises; (5) comply with all requirements of law or municipal ordinances with respect to the premises and the use thereof; (6) make no material alterations in said premises except as required by law or municipal ordinance.
2. Mortgagors shall pay before any penalty attaches all general taxes, and shall pay special taxes, special assessments, water charges, sewer service charges, and other charges against the premises when due, and shall, upon written request, furnish to the Mortgagee duplicate receipts therefor. To prevent default hereunder Mortgagors shall pay in full under protest, in the manner provided by statute, any tax or assessment which Mortgagors may desire to contest.
3. In the event of the enactment after this date of any law of Illinois deducting from the value of land for the purpose of taxation any lien thereon, or imposing upon the Mortgagee the payment of the whole or any part of the taxes or assessments or charges or liens herein required to be paid by Mortgagors, or changing in any way the laws relating to the taxation of mortgages or debts secured by mortgages or the mortgagee's interest in the property, or the manner of collection of taxes, so as to affect this mortgage or the debt secured hereby or the holder thereof, then and in any such event, the Mortgagors, upon demand by the Mortgagee, shall pay such taxes or assessments, or reimburse the Mortgagee therefor; provided, however, that if in the opinion of counsel for the Mortgagee (a) it might be unlawful to require Mortgagors to make such payment or (b) the making of such payment might result in the imposition of interest beyond the maximum amount permitted by law, then and in such event, the Mortgagee may elect, by notice in writing given to the Mortgagors, to declare all of the indebtedness secured hereby to be and become due and payable sixty (60) days from the giving of such notice.
4. If, by the laws of the United States of America or of any state having jurisdiction in the premises, any tax is due or becomes due in respect of the issuance of the note hereby secured, the Mortgagors covenant and agree to pay such tax in the manner required by any such law. The Mortgagors further covenant to hold harmless and agree to indemnify the Mortgagee, and the Mortgagee's successors or assigns, against any liability incurred by reason of the imposition of any tax on the issuance of the note secured hereby.
5. At such time as the Mortgagors are not in default either under the terms of the note secured hereby or under the terms of this mortgage, the Mortgagors shall have such privilege of making prepayments on the principal of said note (in addition to the required payments) as may be provided in said note.
6. Mortgagors shall keep all buildings and improvements now or hereafter situated on said premises insured against loss or damage by fire, lightning and windstorm under policies providing for payment by the insurance companies of moneys sufficient either to pay the cost of replacing or repairing the same or to pay in full the indebtedness secured hereby, all in companies satisfactory to the Mortgagee, under insurance policies payable, in case of loss or damage, to Mortgagee; such rights to be evidenced by the standard mortgage clause, to be attached to each policy, and shall deliver all policies, including additional and renewal policies, to the Mortgagee, and in case of insurance about to expire, shall deliver renewal policies not less than ten days prior to the respective dates of expiration.
7. In case of default herein, Mortgagee may, but need not, make any payment or perform any act hereinbefore required of Mortgagors in any form and manner deemed expedient, and may, but need not, make full or partial payments of principal or interest on prior encumbrances, if any, and purchase, discharge, compromise or settle any tax lien or other prior lien or title or claim thereof, or redeem from any tax sale or forfeiture affecting said premises or contest any tax or assessment. All moneys paid for any of the purposes herein authorized and all expenses paid or incurred in connection therewith, including attorneys' fees, and any other moneys advanced by Mortgagee to protect the mortgaged premises and the lien hereof, shall be so much additional indebtedness secured hereby and shall become immediately due and payable without notice and with interest thereon at the highest rate now permitted by Illinois law. Inaction of Mortgagee shall never be considered as a waiver of any right accruing to the Mortgagee on account of any default hereunder on the part of the Mortgagors.
8. The Mortgagee making any payment hereby authorized relating to taxes or assessments, may do so according to any bill, statement or estimate procured from the appropriate public office without inquiry into the accuracy of such bill, statement or estimate or into the validity of any tax, assessment, sale, forfeiture, tax lien or title or claim thereof.
9. Mortgagors shall pay each item of indebtedness herein mentioned, both principal and interest, when due according to the terms hereof. At the option of the Mortgagee and without notice to Mortgagors, all unpaid indebtedness secured by this mortgage shall, notwithstanding anything in the note or in this mortgage to the contrary, become due and payable (a) immediately in the case of default in making payment of any installment of principal or interest on the note, or (b) when default shall occur and continue for three days in the performance of any other agreement of the Mortgagors herein contained.
10. When the indebtedness hereby secured shall become due whether by acceleration or otherwise, Mortgagee shall have the right to foreclose the lien hereof. In any suit to foreclose the lien hereof, there shall be allowed and included as additional indebtedness in the decree for sale all expenditures and expenses which may be paid or incurred by or on behalf of Mortgagee for attorneys' fees, appraiser's fees, outlays for documentary and expert evidence, stenographers' charges, publication costs and costs (which may be estimated as to items to be expended after entry of the decree) of procuring all such abstracts of title, title searches, and examinations, title insurance policies, Torrens certificates, and similar data and assurances with respect to title as Mortgagee may deem to be reasonably necessary either to prosecute such suit or to evidence to bidders at any sale which may be had pursuant to such decree the true condition of the title to or the value of the premises. All expenditures and expenses or payments mentioned in this paragraph shall become so much additional indebtedness secured hereby and immediately due and payable, with interest thereon at the highest rate now permitted by Illinois law, when paid or incurred by Mortgagee in connection with (a) any proceeding, including probate and bankruptcy proceedings, to which the Mortgagee shall be a party, either as plaintiff, claimant or defendant, by reason of this mortgage or any indebtedness hereby secured; or (b) preparations for the commencement of any suit for the foreclosure hereof, or accrual of such right to foreclose whether or not actually commenced; or (c) preparations for the defense of any actual or threatened suit or proceeding which might affect the premises or the security hereof.
11. The proceeds of any foreclosure sale of the premises shall be distributed and applied in the following order of priority: First, on account of all costs and expenses incident to the foreclosure proceedings, including all such items as are mentioned in the preceding paragraph hereof; second, all other items which under the terms hereof constitute secured indebtedness additional to that evidenced by the note, with interest thereon as herein provided; third, all principal and interest remaining unpaid on the note; fourth, any overplus to Mortgagors, their heirs, legal representatives or assigns, as their rights may appear.
12. Upon or at any time after the filing of a complaint to foreclose this mortgage the court in which such complaint is filed may appoint a receiver of said premises. Such appointment may be made either before or after and without notice, without regard to the solvency or insolvency of Mortgagors at the time of application for such receiver and without regard to the then value of the premises or whether the same shall be then occupied as a homestead or not, and the Mortgagee may be appointed as such receiver. Such receiver shall have power to collect the rents, issues and profits of said premises during the pendency of such foreclosure suit and, in case of a sale and a deficiency, during the full statutory period of redemption, whether there be redemption or not, as well as during any further times when Mortgagors, except for the intervention of such receiver, would be entitled to collect such rents, issues and profits, and all other powers which may be necessary or are usual in such cases for the protection, possession, control, management and operation of the premises during the whole of said period. The Court from time to time may authorize the receiver to apply the net income in his hands in payment in whole or in part of: (1) The indebtedness secured hereby, or by any decree foreclosing this mortgage, or any tax, special assessment or other lien which may be or become superior to the lien hereof or of such decree, provided such application is made prior to foreclosure sale; (2) the deficiency in case of a sale and deficiency.
13. No action for the enforcement of the lien or of any provision hereof shall be subject to any defense which would not be good and available to the party interposing same in an action at law upon the note hereby secured.
14. The Mortgagee shall have the right to inspect the premises at all reasonable times and access thereto shall be permitted for that purpose.
15. The Mortgagors shall periodically deposit with the Mortgagee such sums as the Mortgagee may reasonably require for payment of taxes and assessments on the premises. No such deposit shall bear any interest.
16. If the payment of said indebtedness or any part thereof be extended or varied or if any part of the security be released, all persons now or at any time hereafter liable therefor, or interested in said premises, shall be held to assent to such extension, variation or release, and their liability and the lien and all provisions hereof shall continue in full force, the right of recourse against all such persons being expressly reserved by the Mortgagee, notwithstanding such extension, variation or release.
17. Mortgagee shall release this mortgage and 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.
18. This mortgage and all provisions hereof, shall extend to and be binding upon Mortgagors and all persons claiming under or through Mortgagors, and the word "Mortgagors" when used herein shall include all such persons and all persons liable for the payment of the indebtedness or any part thereof, whether or not such persons shall have executed the note or this mortgage. The word "Mortgagee" when used herein shall include the successors and assigns of the Mortgagee named herein and the holder or holders, from time to time, of the note secured hereby.

09579621

# UNOFFICIAL COPY



Notary Public

*Margaret O'Donnell*

Given under my hand and Notarial Seal this 2nd day of November, 19 89.

I, Margaret O'Donnell, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY, that Patricia C. Jepsen, Dennis John Carrara, Assistant Vice President and Assistant Secretary of said Company, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Assistant Vice President and Assistant Secretary respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act, and as the free and voluntary act of said Company, for the uses and purposes therein set forth; and the said Assistant Secretary did also then and there acknowledge that he, as custodian of the corporate seal of said Company, did affix the said corporate seal of said Company to said instrument as his own free and voluntary act, and as the free and voluntary act, and as the uses and purposes therein set forth.

89579621

STATE OF ILLINOIS )  
) SS )  
COUNTY OF COOK )

PLEASE PRINT OR TYPE NAME

First United Trust Co.

(Seal)

(Seal)

Property of Cook County Clerk's Office

THIS INSTRUMENT, made November, 2, 19 89, between The First United Trust Co./as trustee of Trust # 9520, 415 N. Lombard Av. Oak Park, IL. Village Mall Plaza Oak Park, IL. Randal M. Coglianese and herein referred to as "Mortgagee," witnesseth: \$15,000.00

Above Space For Recorder's Use Only  
DEPT-01  
89579621  
1004 COURTNEY RE-0888  
10750 E. W. - 527-5123

CAUTION: Consult a lawyer before using or acting under this form. Neither the publisher nor the seller of this form makes any warranty with respect thereto, including any warranty of merchantability or fitness for a particular purpose.

For Use With Note Form No. 1447  
MORTGAGE (ILLINOIS)

LEGAL FORMS  
GEORGE E. COLE

FORM NO. 108  
February/1988

7 9 6 2 1



# UNOFFICIAL COPY

1. Mortgagee shall (1) promptly repair, restore or rebuild any buildings or improvements or hereafter on the premises which may become damaged or destroyed; (2) keep said premises in good condition and repair, without waste, and free from mechanics or other liens or claims for lien not expressly subordinated to the lien hereof; (3) pay when due any indebtedness which may be secured by a lien or charge on the premises superior to the lien hereof, and upon request exhibit satisfactory evidence of the discharge of such prior lien to the Mortgagee; (4) complete within a reasonable time any building or buildings now or at any time in process of erection upon said premises; (5) comply with all requirements of law or municipal ordinances with respect to the premises and the use thereof; (6) make no material alterations in said premises except as required by law or municipal ordinance.

2. Mortgagee shall pay before any penalty attaches all general taxes, and shall pay special taxes, special assessments, water charges, sewer service charges, and other charges against the premises when due, and shall, upon written request, furnish to the Mortgagee duplicate receipts therefor. To prevent default hereunder Mortgagee shall pay in full under protest, in the manner provided by statute, any tax or assessment which Mortgagee may desire to contest.

3. In the event of the enactment after this date of any law of Illinois deducting from the value of land for the purpose of taxation any lien thereon, or imposing upon the Mortgagee the payment of the whole or any part of the taxes or assessments or charges or liens herein required to be paid by Mortgagee, or changing in any way the laws relating to the taxation of mortgages or debts secured by mortgages or the mortgagee's interest in the property, or the manner of collection of taxes, so as to affect this mortgage or the debt secured hereby or the holder thereof, then and in any such event, the Mortgagee, upon demand by the Mortgagee, shall pay such taxes or assessments, or reimburse the Mortgagee (therefor); provided, however, that if in the opinion of counsel for the Mortgagee (a) it might be unlawful to require Mortgagee to make such payment or (b) the making of such payment might result in the imposition of interest beyond the maximum amount permitted by law, then and in such event, the Mortgagee may elect, by notice in writing given to the Mortgagee, to declare all of the indebtedness secured hereby to be and become due and payable sixty (60) days from the giving of such notice.

4. (i) by the laws of the United States of America or of any state having jurisdiction in the premises, any tax is due or becomes due in respect of the issuance of the note hereby secured, the Mortgagee covenants and agrees to pay such tax in the manner required by any such law. The Mortgagee further covenants to hold harmless and agree to indemnify the Mortgagee, and the Mortgagee's successors or assigns, against any liability incurred by reason of the imposition of any tax on the issuance of the note secured hereby.

5. At such time as the Mortgagee are not in default of making prepayments on the principal of said note (in addition to the required payments) as may be provided in said note.

6. Mortgagee shall keep all buildings and improvements now or hereafter situated on said premises insured against loss or damage by fire, lightning and windstorm under policies providing for payment by the insurance companies of moneys sufficient either to pay the cost of replacement or to repair the same or to pay in full the indebtedness secured hereby, all in compliance satisfactory to the Mortgagee under insurance policies payable, in case of loss or damage, to Mortgagee, such rights to be evidenced by the standard mortgage clause to be attached to each policy, and shall deliver all policies, including additional and renewal policies, to the Mortgagee, and in case of insurance about to expire shall deliver renewal policies not less than ten days prior to the respective dates of expiration.

7. In case of default, hereinafter, Mortgagee may, but need not, make any payment or perform any act hereunder required of Mortgagee in any form and manner deemed expedient, and may, but need not, make full or partial payments of principal or interest on prior encumbrances, if any, and put these discharges, compromises or settlements in any tax or assessment. All moneys paid for any of the purposes herein authorized and all expenses paid or incurred in connection therewith, including attorneys' fees, and any other moneys advanced by Mortgagee to protect the mortgaged premises and the lien hereof, shall be so much additional indebtedness secured hereby and shall become immediately due and payable without notice and with interest thereon at the highest rate now permitted by Illinois law, in addition to the Mortgagee's obligation to pay the principal of the note and with interest thereon at the highest rate now permitted by Illinois law, in addition to the Mortgagee's obligation to pay the principal of the note and with interest thereon at the highest rate now permitted by Illinois law, when paid or incurred by Mortgagee in connection with (a) any proceeding, including probate and bankruptcy proceedings, to which the Mortgagee or incurred by Mortgagee as plaintiff, claimant or defendant, by reason of this mortgage or any indebtedness hereby secured; or (b) any proceeding, including probate and bankruptcy proceedings, to which the Mortgagee or incurred by Mortgagee as plaintiff, claimant or defendant, by reason of this mortgage or any indebtedness hereby secured; or (c) any proceeding for the defense of any actual or threatened suit or proceeding which might affect the premises or the commencement of any suit for the foreclosure hereof, or for accrual of such right to foreclose whether or not actually commenced; or (d) any other suit or proceeding for the defense of any actual or threatened suit or proceeding which might affect the premises or the commencement of any suit for the foreclosure hereof.

8. The Mortgagee making any payment hereby authorized relating to taxes or assessments, may do so according to any bill, statement or estimate prepared from the appropriate public office without inquiry into the accuracy of such bill, statement or estimate or into the validity of any tax, assessment, sale, foreclosure, tax lien or title or claim therefor.

9. Mortgagee shall pay each item of indebtedness herein mentioned, both principal and interest, when due according to the terms hereof. At the option of the Mortgagee and without notice to Mortgagee, all unpaid indebtedness secured by this mortgage shall, notwithstanding anything in the note or in this mortgage to the contrary, become due and payable (a) immediately in the case of default in making payment of any installment of principal or interest on the note, or (b) when default shall occur and continue for three days in the performance of any other agreement of the Mortgagee herein contained.

10. When the indebtedness hereby secured shall become due whether by acceleration or otherwise, Mortgagee shall have the right to foreclose the lien hereof, in any suit to foreclose the lien hereof, there shall be allowed and included as additional indebtedness in the decree for sale all expenditures and expenses which may be paid or incurred by or on behalf of Mortgagee for attorneys' fees, appraisers' fees, outlays for documentary and expert evidence, stenographers' charges, publication costs and costs (which may be estimated as to items to be expended after entry of the decree) or incurred by Mortgagee in the search, and examination, title insurance policies, Torrens certificates, and similar data and assurances with respect to the title as Mortgagee may deem to be reasonably necessary either to prosecute such suit or to evidence to bidders at any sale, which may be had pursuant to such decree the true condition of the title to or the value of the premises. All expenditures and expenses of the nature in this paragraph mentioned shall become so much additional indebtedness secured hereby and immediately due and payable, with interest thereon at the highest rate now permitted by Illinois law, when paid or incurred by Mortgagee in connection with (a) any proceeding, including probate and bankruptcy proceedings, to which the Mortgagee or incurred by Mortgagee as plaintiff, claimant or defendant, by reason of this mortgage or any indebtedness hereby secured; or (b) any proceeding, including probate and bankruptcy proceedings, to which the Mortgagee or incurred by Mortgagee as plaintiff, claimant or defendant, by reason of this mortgage or any indebtedness hereby secured; or (c) any proceeding for the defense of any actual or threatened suit or proceeding which might affect the premises or the commencement of any suit for the foreclosure hereof, or for accrual of such right to foreclose whether or not actually commenced; or (d) any other suit or proceeding for the defense of any actual or threatened suit or proceeding which might affect the premises or the commencement of any suit for the foreclosure hereof.

11. The proceeds of any foreclosure sale of the premises shall be distributed and applied in the following order of priority: First, on account of all costs and expenses incident to the foreclosure proceedings, including all such items as are mentioned in the preceding paragraph hereof; second, all other liens which under the terms hereof constitute a lien in priority to that evidenced by the mortgage; and third, with interest thereon as herein provided, the principal and interest remaining unpaid on the note, fourth, any surplus to Mortgagee, their heirs, legal representatives or assigns, as their rights may appear.

12. Upon or at any time after the filing of a complaint to foreclose this mortgage, the court in which such complaint is filed may appoint a receiver of said premises. Such appointment may be made either before or after the filing of the complaint and without regard to the solvency or insolvency of Mortgagee at the time of application for such receiver and without regard to the value of the premises or whether the same shall be then occupied as a homestead or not, and the Mortgagee may be appointed as such receiver. Such receiver shall have a de-power to collect the rents, issues and profits of said premises during the pendency of such foreclosure suit and, in case of a sale and a deficiency, during the full statutory period of redemption, whether there be redemption or not, as well as during any further times when Mortgagee, except for the intervention of such receiver, would be entitled to collect such rents, issues and profits, and all other powers which may be necessary or convenient for the protection, possession, control, management and operation of the premises during the whole of said period. The court from time to time may authorize the receiver to apply the net proceeds in his hands in payment of whole or in part of: (1) The indebtedness secured hereby, or by any decree foreclosing this mortgage, or any tax, special assessment or other lien which may be or become superior to the lien hereof or of such decree, provided such application is made prior to foreclosure sale; (2) the deficiency in case of a sale and deficiency.

13. No action for the enforcement of the lien or of any provision hereof shall be subject to any defense which would not be good and available to the party intervening same in an action at law upon the note hereby secured.

14. The Mortgagee shall have the right to inspect the premises at all reasonable times and access thereto shall be permitted for that purpose.

15. The Mortgagee shall periodically deposit with the Mortgagee such sums as the Mortgagee may reasonably require for payment of taxes and assessments on the premises. No such deposit shall bear any interest.

16. If the payment of said indebtedness or any part thereof be extended or varied or if any part of the security be released, all persons now or at any time hereafter liable herefor, or interested in said premises, shall be held to assent to such extension, variation or release, and their liability and the lien and all provisions hereof shall continue in full force, the right of recourse against all such persons being expressly reserved by the Mortgagee, notwithstanding such extension, variation or release.

17. Mortgagee shall release this mortgage and lien therefor 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.

18. This mortgage and all provisions hereof, when used extend to and be binding upon Mortgagee and all persons claiming under or through Mortgagee, and the word "Mortgagee" shall include all such persons and all persons liable for the payment of the indebtedness or any part thereof, whether or not such persons shall have executed the note or this mortgage. The word "Mortgagee" when used herein shall include the successors and assigns of the Mortgagee named herein and the holder or holders, from time to time, of the note secured hereby.

09579621

UNOFFICIAL COPY

OR RECORDER'S OFFICE BOX NO. \_\_\_\_\_

(ZIP CODE) \_\_\_\_\_ (STATE) \_\_\_\_\_ (CITY) \_\_\_\_\_

(NAME AND ADDRESS) \_\_\_\_\_ OAK PARK \_\_\_\_\_ Illinois, \_\_\_\_\_ 60302

This instrument was prepared by \_\_\_\_\_ Randall M. Coglianasene \_\_\_\_\_ 415 N. Lombard Av. \_\_\_\_\_

Commission expires \_\_\_\_\_ Charles R. Fults of 642 N. Harvey, Oak Park, IL. \_\_\_\_\_ Notary Public

Given under my hand and official seal, this \_\_\_\_\_ day of \_\_\_\_\_ 19 \_\_\_\_\_

right of homestead. \_\_\_\_\_ free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the

appeared before me this day in person, and acknowledged that \_\_\_\_\_ in \_\_\_\_\_ signed, sealed and delivered the said instrument as

personally known to me to be the same person \_\_\_\_\_ whose name \_\_\_\_\_ subscribed to the foregoing instrument,

in the State aforesaid, DO HEREBY CERTIFY that \_\_\_\_\_ in \_\_\_\_\_

I, the undersigned, a Notary Public in and for said County \_\_\_\_\_ State of Illinois, County of \_\_\_\_\_

(Seal) \_\_\_\_\_ (Seal) \_\_\_\_\_ TYPE NAME(S) \_\_\_\_\_ BELOW SIGNATURE(S)

IMPRESS SEAL HERE

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Property of Cook County Clerk's Office

89579621

15,000.00

FIFTEEN THOUSAND AND 00/100ths of a dollar

to be paid to the order of and delivered to the Mortgagee in and by which note the Mortgagee is to pay the said principal sum of

herein referred to as "Mortgagee," witness this \_\_\_\_\_ day of \_\_\_\_\_ 19 \_\_\_\_\_

415 N. Lombard Av. \_\_\_\_\_ Oak Park, IL. \_\_\_\_\_

Randall M. Coglianasene \_\_\_\_\_

herein referred to as "Mortgagor," and \_\_\_\_\_

Village Hall Plaza \_\_\_\_\_ Oak Park, IL. \_\_\_\_\_

of Trust # 9520 \_\_\_\_\_ The First United Trust Co./as trustee

THIS INDENTURE, made \_\_\_\_\_ November, 2 \_\_\_\_\_ 19 \_\_\_\_\_ between \_\_\_\_\_

CAUTION: Consult a lawyer before using or acting under this form. Neither the publisher nor the seller of this form

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For Use With Note Form No. 1447

MORTGAGE (ILLINOIS)

FORM NO. 108 February, 1988

GEORGE E. COLE LEGAL FORMS

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