

UNOFFICIAL COPY

Loan No.

89008500

MORTGAGE

THE ABOVE SPACE FOR RECORDER'S USE ONLY

THIS INDENTURE, made August 30, 19 88, between William R. Driver and Susan M. Driver, HIS WIFE

REVENUES

(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 Six hundred six thousand four hundred twenty-five and 0/100ths dollars (\$ 606,425.00) evidenced by a certain Promissory Note of even date herewith executed by Mortgagors, payable to the order of the Mortgagee and delivered, by which these 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 floating thereafter at 2% prior to maturity, at the office of Mortgagee in Chicago, Illinois, in 12 successive monthly installments commencing SEPTEMBER 30, 19 88, and on the same date of each month thereafter, all except the last of said installments to be in the amount of \$ 10,672.50 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 3% per annum; together with all costs of collection, including reasonable attorneys' fees, upon default, (hereinafter referred to as the "Note").

12-105785-C1

NOT, 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 Mortgage 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 payment or some indebtedness or obligations of third parties or Mortgagee, and of present and future indebtedness or obligations 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 paid, the receipt whereof is hereby acknowledged, do by these presents Mortgage and Taxant 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: 07-08-101-019-121

THIS IS A JUNIOR MORTGAGE.

SEPT-01 \$15.00
184441 TRAM 4636 01/26/89 14.45:00
#1293 # D * -89-008500
COOK COUNTY RECORDER

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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 crops, fixtures and profits thereof for so long and during all such times as Mortgagors may be entitled thereto of which they 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 limitation the furnace, stoves, window shades, screen doors and windows, floor coverings, window blinds, 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.

I DO HAVE AND I 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 in 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.

William R. Driver

Susan M. Driver

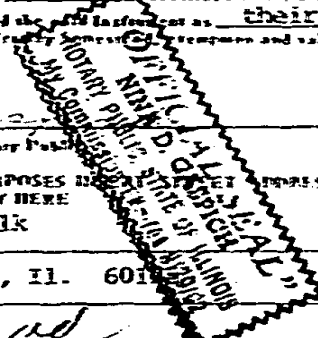
STATE OF ILLINOIS) 1. Nina D. Gaspich, a Notary Public in and for and residing in said County, County of Cook) ss in the State aforesaid, DO HEREBY CERTIFY THAT William R. Driver & Susan M. Driver, his wife who are personally known to me to be the same persons whose name s are subscribed on the foregoing

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 any Homestead Exemption and Valuation Law.

GIVEN under my hand and Notarial Seal this 30th day of August, A.D. 19 88

This document prepared by Nina Gaspich
GLADSTONE-NORWOOD TRUST & SAVINGS BANK, CHGO., ILL.
NAME: GLADSTONE-NORWOOD TRUST & SAVINGS BANK
STREET: TRUST & SAVINGS BANK
CITY: CHGO., ILLINOIS 60601
RECORDERS OFFICE BOX NO. 34

FOR RECORDERS INDEX PURPOSES MAIL ADDRESS OF ABOVE DESCRIBED PROPERTY HERE
1804 Bristol Walk
Hoffman Estates, Il. 60142



#13 ad

Unit Address No. 1504 Bristol Walk and the right to exclusive use and possession as a limited common element of Carport Parking Space No. None in Hilldale Condominium as delineated on the Survey of the following:

That part of the West half of Section 3, Township 33 North, Range 10 East of the Third Principal Meridian, in Cook County, Illinois, bounded by a line, described as follows:

Commencing at a point on the North Easterly line of relocated Higgins Road as dedicated according to document number 2257686, 371.64 feet (as measured along the North Easterly line of Higgins Road aforesaid) North Westerly of the point of intersection of said North Easterly line of Higgins Road with the East line of the South West quarter of said Section 3, said point being also the intersection of the North Easterly line of relocated Higgins Road, aforesaid, and the center line of that easement known as Huntington Boulevard, as described in the Declaration and Grant of Easement recorded May 3, 1970 as document number 21154392; thence North and West along the center line of said easement, being a curved line convex to the North East and having a radius of 100.00 feet, a distance of 219.927 feet, arc measure, to a point of tangent; thence North 51 degrees 15 minutes 05 seconds West, 100.00 feet to a point of curve; thence North and West along a curved line convex to the South West and having a radius of 100.00 feet, a distance of 197.208 feet, arc measure, to a point of tangent; thence continuing along the center line of said easement North 05 degrees 09 minutes 40 seconds East, 512.153 feet; thence leaving the center line of said easement for Huntington Boulevard, North 34 degrees 50 minutes 20 seconds West, 786.90 feet; thence South 05 degrees 09 minutes 40 seconds West, 215.0 feet; thence North 34 degrees 50 minutes 20 seconds West, 135.33 feet to a point on a line described as running from a point on the South line of the West half of the North West quarter of said Section 3, which is 306.85 feet West of the South East corner thereof and running Northerly 1564.77 feet to a point which is 444.53 feet West, as measured at right angles, of the East line of the West half of the North West quarter of Section 3, aforesaid; thence South along the last described line of said line extended South, 581.775 feet to a point on the North Easterly line of relocated Higgins Road, as aforesaid; thence South 74 degrees 41 minutes 56 seconds East along the North Easterly line of said road, 1135.00 feet to the point of commencement (except that part lying in Huntington Boulevard as described in Declaration and Grant of Easement recorded May 3, 1970 as document number 21154392) all in Cook County, Illinois; which Survey is attached to Declaration of Condominium Ownership and of Easement, Restrictions, Covenants and By-Laws for Hilldale Condominium Association made by American National Bank and Trust Company of Chicago, a National Banking Association, as Trustee under Trust Agreement dated November 30, 1978 and known as Trust No. 45331, recorded in the Office of the Recorder of Deeds of Cook County, Illinois, as Document No. 25211297; together with its undivided percentage interest in the common elements.

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