

BROADWAY BANK
Mortgage (Individual)

DEPT-01 \$13.25
T#4444 TRAN 4903 01/23/89
#8030 # D * -89-034750
COOK COUNTY RECORDER
DEPT-01
T#4444 TRAN 4981 01/23/89 10:55:00
#8009 # D * -89-034750
COOK COUNTY RECORDER

The above space for RECORDER'S USE ONLY

THIS INDENTURE, made in Chicago, Illinois this 13th day of December 1988, by JOHN TASIPOPOULOS, not married; THERESA JACKSON, not married;

Witnesseth, that the undersigned PETER TASIPOPOULOS and MARIA TASIPOPOULOS, his wife hereinafter referred to as Mortgagors, does hereby Convey and Mortgage to Broadway Bank, a State Banking Association, having an office and place of business in Chicago, Illinois, hereinafter referred to as the Mortgagee, the following real estate situated in the County of Cook, State of Illinois, to wit:

SEE "LEGAL DESCRIPTION - SCHEDULE A"
ATTACHED HERETO AND MADE A PART HEREOF

P.I.N. 02-09-202-013-1051

TOGETHER with all the buildings and improvements now or hereafter erected thereon and all appurtenances, apparatus and fixtures and the rents, issues and profits thereof, of every name, nature and kind.

TO HAVE AND TO HOLD the said property unto said Mortgagee forever, for the uses and purposes herein set forth, free from all rights and benefits under the Homestead Exemption laws of the State of Illinois, which said rights and benefits said Mortgagors do hereby release and waive.

This mortgage is given to secure: (1) The payment of a certain indebtedness payable to the order of the mortgagee, evidenced by the Mortgagors Note of even date herewith in the Principal sum of FIFTY THOUSAND AND 00/100 (\$50,000.00)

Dollars (\$50,000.00) with a final payment due on January 1, 1994 together with interest as follows, and all renewals, extensions, or modifications thereof;

(1) Interest on the principal balance remaining from time to time unpaid shall be payable prior to default at the rate of 11.0 per cent per annum and after default at the rate of 15.0 per cent per annum.

(2) Interest on the principal balance remaining from time to time unpaid shall be payable prior to default at the prime lending rate of _____ (or its successors) plus _____ per cent per annum over the said prime lending rate, and after default at the said prime lending rate plus _____ per cent per annum

over the said prime lending rate, provided however, that said interest rate in no event shall be less than _____ per cent per annum. Any increase or decrease of the rate of interest shall be effective as of the date of said prime lending rate change.

(2) Future Advances Upon request of Mortgagors, Lender, at Lender's option prior to release of this Mortgage, may make Future Advances to Mortgagors. Such Future Advances, with interest thereon, shall be secured by this Mortgage when evidenced by promissory notes stating that said notes are secured hereby. At no time shall the principal amount of the indebtedness secured by this Mortgage, not including sums advanced in accordance herewith to protect the security of this mortgage, exceed the original amount of the Note plus

US \$ 25,000.00

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 part hereof and shall be binding on the Mortgagors, their heirs, successors and assigns.

IN WITNESS WHEREOF, the undersigned has caused these presents to be signed and their seal to be hereunto affixed and attested to, the day and year first above written

STATE OF ILLINOIS
COUNTY OF Cook

SS John Tasiopoulos (Seal)
Theresa Jackson (Seal)
Peter Tasiopoulos (Seal)
Maria Tasiopoulos (Seal)

I, the undersigned, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY that JOHN TASIPOPOULOS, not married; THERESA JACKSON, not married; the above Peter Tasiopoulos and Maria Tasiopoulos, his wife personally known to me to be, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act for the uses and purposes therein set forth.

Notarial Seal

Given under my hand and Notarial Seal this 13th day of December, 1988

My commission expires: February 4, 1992

Diannet Bush
Notary Public



FOR THE RECORDER'S INDEX PURPOSES INSERT STREET ADDRESS OF ABOVE DESCRIBED PROPERTY

1325 Sterling #203

Palatine, Illinois 60067

Reference Tasiopoulos/Jackson

(Place in Recorder's Box

MAIL TO BROADWAY BANK

No.

5960 N. Broadway

This document prepared by D.A. Ritacco

Chicago, IL 60660

c/o Broadway Bank, 5960 North Broadway, Chicago, Illinois 60660



83034750

89034750

51188288115

Unit X

UNOFFICIAL COPY

the note secured hereby

through Assignor, and the word "Mortgage" when used herein shall include all persons and all persons claiming under or through Assignor, whether or not such persons shall have executed the note or this mortgage. The word "Mortgage" when used herein shall include the accessories and assigns of the Mortgagee named herein and the holder or holders, from time to time, of the note secured hereby.

17 Mortgagee shall release this mortgage and lien hereon 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.

16 If the payment of and 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 expressly covered by the Mortgagee, notwithstanding such extension, variation or release.

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.

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

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 enforcing same in an action at law upon the note hereby secured.

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

11 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.

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

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

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

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

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

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

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

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

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

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

THE COVENANTS, CONDITIONS AND ENDORSEMENTS REFERRED TO ON PAGE 1 OF THIS INSTRUMENT ARE INCORPORATED BY REFERENCE INTO THIS INSTRUMENT.

880-3-4750

UNOFFICIAL COPY

89034750

"LEGAL DESCRIPTION-SCHEDULE A"

PARCEL 1: UNIT 203 IN THE BUILDING IDENTIFIED AS NUMBER 1325 STERLING AVENUE, TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS IN COUNTRYSIDE CONDOMINIUM AS DELINEATED AND DEFINED IN THE DECLARATION RECORDED AS DOCUMENT NUMBER 23072506, AS AMENDED FROM TIME TO TIME, IN THE NORTHEAST 1/4 OF SECTION 9, TOWNSHIP 42 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 2: A PERPETUAL AND EXCLUSIVE EASEMENT IN AND TO PARKING SPACE NUMBER P-31 APPURTENANT TO THE ABOVE DESCRIBED UNIT AS DELINEATED IN EXHIBIT "A" OF THE DECLARATION OF CONDOMINIUM AFORESAID, ALL IN COOK COUNTY, ILLINOIS.

89034750