GEORGE E. COLE

OR RECORDER'S OFFICE BOX NO.

## UNOFFICIAL O

FORM NO. 103 February, 1985 PAY8019

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

1445

lewyer before using or acting under this form. Neither the publi-with respect thereto, including any warranty of merchantability or i 89204819 April 26 19 89 THIS INDENTURE, made SHEILA G. GOLDSMITH T#4444 TRAN 6829 05/08/89 12:21:00 DEPT-01 9004 Abbey Lane, Des Plaines, Illinois herein referred to as "Mortgagors," and HAROLD I. GOLDSMITH \*-89-204819 #9667 # 10 CODK COUNTY RECORDER and SELMA GOLDSMITH Illinois 7615 Churchill Morton Grove (NO. AND STREET) (CITY) (STATE) Above Space For Recorder's Use Only herein referred to as "Mor. g. gee," witnesseth: (\$69,000.00 , pryable to the order of and delivered to the Mortgages, 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 151 day of April 1920, and all of said principal and into a remain 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 other of the 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 other of the 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 other of the 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 other of the 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 other of the 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 other of the 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 other of the payable at such places as the holders of the note may, from time to time, in writing appoint, and in absence of such appointment, then at the other of the payable at such places are the payable at such places as the holders of the note may, from time to time, in writing appoint, and in a payable at such places are the payable at such places ar 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 AND WARRANT unto the Mortgagee, and the Mortgagee's successors and assem; it's following described Real Estate and all of their estate, right, title and interest therein, situate, lying and being in the City of Des Plaines COUNTY OF COOK AND STATE OF ILLINOIS, to with COUNTY OF . AND STATE OF ILLINOIS, to wit: and being in the. PLEASE SEE LEGAL DESCRIPTION ATMCHED HERETO AND INCORPOR HEREIN BY THIS REFERENCE. BOX 260 which, with the property hereinafter described, is referred to herein as the "premises," 09-15-400-009 Permanent Real Estate Index Number(s): \_ 9004 Abbey Lane, Des Plaines, Illinois Address(es) of Real Estate: \_ TOGETHER with all improvements, tenements, easements, fixtures, and appurtenances thereto belonging, at a slitents, 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 accondarily) and all apparatus, equipment or articles now or hereafter therein or thereon used to supply heat, gas, air conditioning, ware: . ight, power, refrigeration (whether single units or centrally controlled), and ventilation, including (without restricting the foregoing), acreens, window single as form doors and windows, floor coverings, inador bods, awnings, stoves and water heaters. All of the foregoing are declared to be a part of said real estate with the physically attached therefore or not, and it is agreed that all similar apparatus, equipment or articles hereafter placed in the premises by Mortgagors or (neir sincessors or assigns shall be considered as constituting part of the real estate.

TORAYE AND TORAYE have premises unto the Mortgagors and the Mortgagor's augment of a part for the province and province the surface of the province and parity for the province and parity and the province and parity of the part of the parity of the province and parity and parity and parity of the parity of TO HAVE AND TO HOLD the premises unto the Mortgagee, and the Mortgagee's successors and assigns, forever, for the outposes, and upon the use 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 benefit the Mortgagors do hereby expressly release and waive.

The name of a record owner is:

She is a Goldsmith The name of a record owner is: .. This mortgage consists of two pages. The covenants, conditions and provisions appearing on page 2 (the reverse side of this mortgage) are incorporate in 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 fitten.

(Seal) (Scal) SHEILA PLEASE G. GOLDSMITH PRINT OR TYPE NAME(S) BELOW (Seal) (Seal) RIGNATURE(S) Cook State of Illinois, County of I, the undersigned, a Notary Public in and for said County Sheila G. Goldsmith in the State aforesaid, DO HEREBY CERTIFY that IMPRESS personally known to me to be the same person. whose name. subscribed to the foregoing instrument, SFAI appeared before me this day in person, and acknowledged that S. h. e. signed, sealed 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 the right of homestead. 26th 89 Given under my hand and official seal, this day of Commission expires 19 Nelack Stu Nancy Chausow Shafer, Lynn & 190 (NAME AND ADDRESS)

J. Beck, Lynn & Levenstein This instrument was prepared by VELIC STATE OF ILLINOIS Chicago, IL 60602-4190 MY COMMISSION EXPIRES Beck, Lynn & Mail this instrument to (NAME AND ADDRESS) Ste. 500, Chicago, Illinois 11/5/80 60602-4190 20 N. Clark St., (ZIP ČČĐE) (CITY) (STATE)

2. Mortgagors shall the before any penalty attaches all general taxes, and shall pay special taxes, special assessments, water charges, sewer serving charges, and offer 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 Mortgagoe 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 threas 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 be pall buildings and improvements now or hereafter situated on said premises insured against loss or damage by fire, lightning and whose in under policies providing for payment by the insurance companies of moneys sufficient either to pay the cost of replacing or repairing he 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 stimulated mortgage clause to eattached to each policy, and said deliver all policies, including additional and renewal policies, to the Mortgagee, and in case of insurance about to expire, shall delive relewal policies not less than ten days prior to the respective dates of expiration.

7. In case of default therein, into tangee may, but need not, make any payment or perform any act hereinbefore required of Mortgagors in any form and manner deemed explaint, 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 premiser or contest any tax or assessment. All moneys paid for any of the purposes herein authorized and all expenses paid or incurred in confection therewith, including attorneys' fees, and any other moneys advanced by Mortgagee to protect the mortgaged premises and the lien hereof chall be so much additional indebtedness secured hereby and shall become immediately due and payable without notice and with interest their on at the highest rate now permitted by Illinois law. Inaction of Mortgagee shall never be considered as a waiver of any right account to the Mortgagee on account of any default hereunder on the part of the Mortgagors.

8. The Mortgagee making any paymont hereby au horized 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 lies or live or daim thereof.

9. Mortgagor philipply coefficient of indebtedness herein mentioned, both principal and interest, when due according to the terms hereof. At the option act he will be and without notice to Mortgagors, all unpaid indebtedness secured by this mortgage shall, notwithstanding anything in the note or in his 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 contain a.

10. When the indebtedness hereby secured shall become due what ery by acceleration or otherwise, Mortgagee shall have the right to foreclose the lien hereof. In any suit to foreclose the lien hereof, there has allowed and included as additional indebtedness in the decree for sale all expenditures and expenses which may be paid or incurve try or on behalf of Mortgagee for attorneys' fees, appraiser's fees, outlays for documentary and expert evidence, stenographers' charges polication costs and costs (which may be estimated as to items to be expended after entry of the decree) of procuring all such abstrate 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 morsuant 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 taragraph 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 problement and bankruptery proceedings, to which the Mortgage 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 after 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.

1). 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 is are mentioned in the preceding paragraph hereof; second, all other items which under the terms hereof constitute secured indebtedness add and all to that evidenced by the acie, with interest thereon as herein provided; third, all principal and interest remaining unpaid on the cote; fourth, any overplus to Mortgagors, their heirs, legal representatives or assigns, as their rights may appear.

2. Upon or at any time after the filing of a complaint to foreclose this mortgage the court in which such complaint is filed may appear.

2. 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 sale, 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 class I 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. Mortgages 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 Mortgages 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.

The Mortgagor hereunder reserves the right to prepay this obligation either in whole or in part at any time without payment of any premium or penalty whatsoever.

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## LEGAL DESCRIPTION

The North 26 feet of the South 101.55 feet of the West 51.975 feet (as measured along the West line of the following described property and at right angles thereto): That part North of the North line of Ballard Road, of the East 31.71 chains of the Southeast 1/4 of Section 15, Township 41 North, Range 12 East of the Third Principal Meridian described as follows: Beginning at the point of intersection of the centerline of Ballard Royd with the West line of said East 31.71 chains; thence East along said centerline a distance of 104.0 feet; thence North parallel with the West line of said East 31.71 chains a distance of 419.07 feet; thence West parallel with the centerline of Ballard Road a distance of 104.0 feet to the West line of said East 31.71 chains; thence South along said West line a distance of 419.07 feet to the place of beginning in Cook County, Illinois.

Des Och County Clarks Office Commonly known as 9004 Abbey Line Des Plaines, Illinois

Permanent Index No. 09-15-400-009

## **UNOFFICIAL COPY**

Property of Cook County Clerk's Office