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90-540269
COUNTY RECORDER

FIRST MORTGAGE

THIS INSTRUMENT, made between Linda M. Wojnar, married to Conrad S. Wojnar, (herein referred to as "Mortgagor"), and FIRST STATE BANK & TRUST COMPANY OF PEARL RIDGE, an Illinois banking corporation (herein referred to as "Mortgagee"), witnesses that:

THAT WHEREAS Mortgagee has conventionally herewith executed a First Mortgage Note and (herein referred to as the "Note") bearing and date hereof to the principal sum of FORTY THOUSAND AND NO/100 DOLLARS (\$40,000.00) and payable to Mortgagee and secured and evidenced by this Note; Mortgagor promises to pay on or before November 1, 1996 the said principal sum and interest as set forth in the Note.

All such payments and interest thereon as provided by said Note are to be first applied to interest on the unpaid principal balance and thereafter to principal; all of said principal and interest being made payable at the principal office of the Mortgagee at Pearl Ridge, Illinois.

NOW THEREFORE, the Mortgagor, in and to the payment of said Note in accordance with its terms and the terms provisions and limitations of this Note and all expressions, modifications, and amendments thereof, together with interest and charges as mentioned herein, and the performance of the covenants and agreements herein contained, by the Mortgagee, has performed, and does perform, in consideration of other good and valuable consideration, the covenants and sufficient copy of which is hereby acknowledged, hereby presents Mortgagee and Warrant to the Mortgagee, its successors and assigns, the following described Real Estate in the County of Cook, State of Illinois, to-wit:

LOTS 40 AND 41 OF BLOCK 11, IN PART OF A SECTION TO THE ... A SUBDIVISION OF PART OF THE NORTHEAST 1/4 OF SECTION 10 AND OF THE NORTHEAST 1/4 OF SECTION 11, TOWNSHIP 4 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAN THEREOF RECORDED SECRETARY NO. ... AS INSTRUMENT NUMBER 255037, IN COOK COUNTY, ILLINOIS.

PERMANENT INDEX NUMBER: 90-540269-0000 VOLUME 90 # 90-540269

COMMON ADDRESS: 1344 AUBURN, DEERFIELD, ILLINOIS 60015 COURT, RECORDED

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

TOGETHER with all appurtenances, water streams, and which may hereafter be erected or placed thereon, and all appurtenances, rights, privileges, mineral, oil and gas rights, and easements thereon including and including and including, and all profits thereof, which are hereby expressly conveyed and assigned to the Mortgagee as collateral security and as a fund and primary fund with the property herein conveyed for the repayment of the moneys secured by this mortgage, and any and all appurtenances, fixtures and equipment in or that may at any time be attached to or placed on or thereafter standing on said premises.

It is mutually covenanted and agreed by and between the parties hereto that, in addition to all other things which shall be by convention or regarded as fixtures, and specifically but not by way of limitation, all shades and awnings, screens and carpets, stoves, gas and electric fixtures, radiators, heaters, engines and machinery, tanks, pumps, elevators and conveyors, ladders, sinks, water closets, basins, pipes, faucets and other plumbing and heating fixtures, mirrors, mantels, refrigerating plants, iceboxes, electric refrigerators, air conditioning apparatus, cooking apparatus and appliances, and such other goods and

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chattels as a part of the realty, and including and operating an unfurnished building, whether or any building now or hereafter existing on said premises, whether or not the same are or shall be attached to said building, or to the premises by its pipe, conduits, casings, or in any other manner whatsoever, which are now or hereafter attached to said premises shall be conclusively deemed to be "fixtures" and an integral part of the realty. Whether affixed or unaffixed or not, and conveyed by this Mortgage, and all the rights therein, in and to the said Mortgage in and to said premises, property, improvements, fixtures, appurtenances and accessories are hereby expressly conveyed, assigned and pledged to the benefit of the mortgagee herein, which does not so form a part and parcel of the Real Estate as to be subject to all the provisions contained in the Uniform Commercial Code. This Mortgage is hereby deemed to be a security agreement under the Uniform Commercial Code for the purpose of creating a security interest in said property, which Mortgage hereby grants to the Mortgagee as Secured Party as defined in the Uniform Commercial Code.

TO HAVE AND TO HOLD the above described premises with the appurtenances and fixtures thereto appertaining unto the Mortgagee, its successors and assigns, forever for the purposes herein set forth, and for the benefit of the said Mortgagee and its heirs, assigns and assigns thereof and free from all rights and claims in and to the premises of the Homestead Exemption Laws of the State of Illinois, which said rights and claims the said Mortgagee does hereby expressly release and waive.



In addition to the Mortgage herein, the Mortgagee as follows:

1. Mortgagee shall properly pay when due without set-off, recoupment, or deduction, the principal and interest on the indebtedness evidenced by the Note and any late charges as provided in the Note.

2. Mortgagee shall properly repair, replace, or rebuild any buildings or improvements now or hereafter on the premises which may become damaged or destroyed; (b) keep said premises in good condition and repair, without waste, and free from encumbrances or other liens or claims for lien not expressly subordinated to the lien hereof; (c) upon request exhibit satisfactory evidence of the discharge of such prior lien to the Mortgagee; (d) keep all buildings or improvements now or at any time in process of erection upon said premises in compliance with all requirements of law or municipal ordinances with respect to the premises and the use thereof; (e) make no material alterations in the premises except as required by law or municipal ordinance.

3. Mortgagee shall promptly pay, when due and owing, all general taxes, special taxes, special assessments, water charges, sewer charges, and other charges which may be levied against the premises and to file said Mortgagee's reports and receipts thereof within thirty (30) days after payment thereof.

4. Mortgagee shall keep all buildings and improvements now or hereafter situated on said premises insured against loss or damage by fire, lightning and such other risks and hazards that are insurable under the present and future terms of all fire insurance policies providing for payment by the insurance companies of sums sufficient to pay the cost of replacing or repairing the same or to pay in full the actual loss sustained, whichever may be required, satisfactory to the Mortgagee, under the above premises (except in the case of fire damage by the Mortgagee, such rights to be insured by the standard mortgage clause fire insurance policy), and shall deliver all policies, including all renewal and renewal policies, to the Mortgagee and cause a statement of the required date of renewal policies not less than ten days prior to the respective dates of expiration. All policies of insurance shall contain a provision requiring that the same be renewed automatically, terminable only if advised without thirty (30) days' prior written notice to the Mortgagee. All the insurance policies referenced herein contain a co-insurance clause or



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provision, Mortgagee agrees to maintain insurance coverage which is at all times in compliance with said clause or provision.

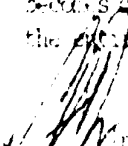
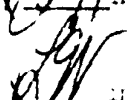
Mortgagee shall furnish Mortgagee with evidence satisfactory to Mortgagee that flood insurance is in effect if Mortgagee has failed to foreclose on Mortgagee that the premises are not located in an area designated by the Federal Emergency Management Agency as having special flood hazards.

5. In the event of loss by fire or other casualty, the Mortgagee, for after entry of decree of foreclosure, purchase of the property by the lender or other party lawfully authorized either (a) to settle and adjust the fire and other casualty policy or other consent of Mortgagee, or (b) to allow Mortgagee to settle and adjust the fire and other casualty policy or other consent of Mortgagee, in either case Mortgagee shall be liable to pay for any such insurance policy. In the event Mortgagee elects to apply the proceeds of such fire and other casualty insurance to the indebtedness secured hereby, all expenses and fees of collection shall first be deducted and paid to Mortgagee, and it is further covenanted and agreed that should the net recovered proceeds be insufficient to pay the then existing indebtedness secured hereby, together with all accrued interest, taxes and charges, Mortgagee may, at its sole election, declare the entire unpaid balance of the indebtedness hereby secured hereby due and payable, and the failure of the payment thereof shall be a default hereunder.

In the event Mortgagee elects to permit such insurance proceeds to be applied to pay for the cost of rebuilding or restoration of the building and improvements on the premises, such funds will be made available for disbursement by Mortgagee.

In the event such proceeds are applied toward reconstruction, rebuilding, the buildings and improvements shall be so reconstructed, repaired or replaced as to be of at least equal value and substantially the same character as prior to such destruction or damage. Such proceeds shall be made available, from time to time, upon the Mortgagee being furnished with satisfactory evidence of the estimated cost of completion thereof and with such architect's certificates, estimates of cost, contractor's sworn statements or other evidence of cost and of payments, including insurance proceeds, promissory notes and/or a performance bond or bonds in form satisfactory to Mortgagee which shall be acceptable to Mortgagee and which bonds may be written with such surety company or companies as may be satisfactory to Mortgagee. All plans and specifications for such rebuilding or restoration shall be prepared, prepared and approved by Mortgagee prior to the commencement of any such repair or rebuilding. At all times the unexpended balance of such proceeds remaining in the hands of the Mortgagee shall be at least sufficient to pay for the cost of completion of the work here and cost of taxes.

6. In addition to the monthly payments required hereon the face, when requested by Mortgagee, Mortgagee shall pay to the Mortgagee monthly at the time when such monthly payment is payable, an amount equal to one-twelfth (1/12) of the annual premiums for such fire and extended coverage insurance and such annual real estate taxes, water and sewer rents, special assessments, and any other tax, assessment, claim, lien, or encumbrance which may be payable by or for the owner of the premises prior to the date of this Mortgage, and in default hereof Mortgagee shall pay to the Mortgagee additional sums necessary to pay such premiums and other payments, and as authorized by the Mortgagee, the amounts so paid to be security for such premiums and other payments to be held in payment thereof. At the Mortgagee's option, the Mortgagee may make such payments available to the Mortgagee for the payments required under Sections 3 and 4, or may make such payments on the Mortgagee's behalf. All amounts so paid shall be deemed to be trust funds, but no interest shall be payable thereon. If pursuant to any provisions of this Mortgage, the whole amount of said principal debt remaining due and payable, the Mortgagee shall have the right at its election to apply any amounts so held against the entire indebtedness secured hereby.


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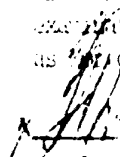

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2. In the event that the Mortgagee fails to make any payment or perform any act required hereunder, Mortgagee, by its agents, shall pay or perform any act hereunder required of Mortgagee in any form and manner as to payments and any, but not limited to, full or partial payments of principal or interest on principal or interest on any, and purchase, structure, expense or with any tax lien or other prior lien or title or other title, including any tax sale or forfeiture affecting said premises or contest any tax or assessment. All payments due for any of the purposes herein authorized and all expenses paid or incurred in connection therewith including attorneys' fees, and other monies advanced by Mortgagee to protect the mortgaged premises and the lien hereof, plus reasonable compensation of Mortgagee for such latter concerns in which action or suit may lawfully be taken, shall be secured hereunder and shall be secured by the lien hereof and shall be secured by the lien hereof and with interest thereon at the rate stated in the Note. If the payment of interest at such rate would be contrary to applicable law, in which event such amount shall be interest at the highest rate permissible under applicable law. Inaction of Mortgagee shall never be construed as a waiver of any right accruing to it on account of any default hereunder on the part of Mortgagee.

3. The Mortgagee, in any payment hereby authorized relating to taxes or assessments, may do so according to any bill, statement or separate demand from the appropriate public office without inquiry into the accuracy of such bill, statement or rate or into the validity of any tax, assessment, sale, forfeiture, tax lien or title or claim thereof.

4. All the property of Mortgagee, and without limitation Mortgagee, all unpaid indebtedness secured by this mortgage shall constitute and include anything in the Note or in this Mortgage to the contrary, before and payable immediately in the case of default under the terms of the Note and immediately in the event Mortgagee shall, without the prior consent of Mortgagee, sell, transfer, convey, encumber, or assign the title to all or any portion of the premises or the rents, issues, or profits therefrom, whether by operation of law, voluntarily or otherwise, or shall contract with any of the foregoing, or in the event the owner, or if there be more than one, any of the owners, of any beneficial interest in any trust of which Mortgagee is title holder (any such owner hereinafter referred to as a "Beneficial Owner") shall, without the prior written consent of Mortgagee, transfer or assign all or any portion of such beneficial interest, or the rents, issues, or profits from the premises (including, without being limited to, a collateral assignment), whether by operation of law, voluntarily or otherwise, or shall contract to do any of the foregoing; and, distasteful in the event Mortgagee files for bankruptcy or bankruptcy proceedings are instituted against Mortgagee and not dismissed within thirty (30) calendar days, under any provision of any state or federal bankruptcy law in effect at the time of filing; or, distasteful in the event Mortgagee seeks reorganization for the benefit of creditors, becomes insolvent or becomes unable to pay its obligations as they come due or is subject to the claims of any levy or lien including, but not limited to, liens resulting from failure to pay any federal tax being filed against the Mortgagee or the premises or (7) when default shall occur and continue for three days in the performance of any other agreement of the Mortgagee contracted heretofore in any other agreement of the Mortgagee with the Mortgagee.

10. 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 costs and charges in the decree for sale all expenditures and expenses relating thereto, including, but not limited to, any or on behalf of Mortgagee, including but not limited to attorneys' fees, Mortgagee's fees, appraisers' fees, brokers' commissions, advertising expenses, outlays for documentary and expediting charges, publication costs and costs (which may be estimated as to costs to be expended after entry of the decree) of procuring and abstracts of title, title searches and examinations, guarantee 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

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any sale which may be required in connection with the foreclosure of the title to or the value of the premises. All expenses of the nature in this paragraph mentioned shall be paid by such additional amount as may be required hereof and immediately due and payable, with interest thereon at the rate stated in the Note, and no payment of interest or principal would be contrary to applicable law, in which event such amounts shall bear interest at the highest rate permissible under applicable law, when paid or incurred by Mortgagee in connection with any proceedings, including probate and bankruptcy proceedings, to which either of them shall be a party, whether as plaintiff, claimant or defendant, by reason of this Mortgage or any indebtedness secured hereunder, or proceedings for the enforcement of any debt for the foreclosure hereof after accrual of a charge to the premises whether or not actually commenced; or any preparations for the defense of any such indebtedness or proceedings which might affect the premises or the security hereof, whether or not actually commenced.

12. The proceeds of any foreclosure sale of the premises shall be distributed and applied in the following order of priority: first, an amount of all costs and expenses incident to the foreclosure proceedings, including attorney's fees, and such items as are mentioned in the preceding paragraph hereof; second, all other claims which under the terms hereof constitute senior liens in addition to that covered by the Note, and in order of seniority as herein provided; third, the principal and interest, remaining unpaid on the Note, from time to time by Mortgagee, its successors or assigns, as their rights may appear.

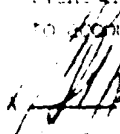

13. Upon or after the filing of a bill to foreclose this Mortgage, the court in which such bill is filed may appoint a receiver of said premises. Such appointment may be made without notice, without regard to the solvency of the Mortgagee at the time of application for such receiver and without regard to the then value of the premises or whether the same shall be then occupied as a homestead or not during the pendency of said foreclosure proceedings. The court may be appointed as such receiver. The court from time to time may authorize the receiver to apply the proceeds which he has in payment in whole or in part of: (1) the indebtedness secured hereby by any loans, foreclosing this Mortgage, or any tax, special assessment or other lien which may be lawfully imposed on the land hereof; and (2) such decree, provided such application is not prior to the redemption of all the deficiency in case of a sale and deficiency.

14. No lien 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.

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

16. As further security for payment of the indebtedness and performance of the obligations, covenants, and agreements secured hereby, the Mortgagee hereby assigns to the Mortgagee all leases already in existence and to be created in the future, together with all rights to become due and under existing or future leases. This assignment of leases shall be operative only in the event of the occurrence of a default hereunder, or under the Note or other instrument collateral hereto; and in any such case the Mortgagee hereby confers on the Mortgagee the exclusive power to be exercised or used, in his sole discretion, to act as agent, or to appoint a third person to act as agent for the Mortgagee, with power to take possession of, and collect all rents arising from, the houses and apply such rents, at the option of the Mortgagee, to the payment of the mortgage debt, taxes, costs of maintenance, repairs, expenses of management, and other expenses, in such order of priority as the Mortgagee may in his sole discretion determine, and to turn any balance remaining over to the Mortgagee; but such collection of rents shall not operate in any affirmation of the tenant or lease in the event the Mortgagee's title to the premises should be acquired by the Mortgagee. The Mortgagee shall be liable to account only for rents and profits actually received by the Mortgagee. In exercising any of the powers

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contained in this section, the Mortgagee may also take possession of, and for these purposes use, any and all personal property contained in the premises, and used by the Mortgagor on the rental or leasing thereof or any part thereof.

16. In case the premises, or any part thereof, shall be taken by eminent domain or condemnation, the Mortgagee is hereby empowered to collect and receive all compensation which may be paid for any property taken or for damages to any property not taken, and all compensation so received shall be forthwith applied by the Mortgagee or any clerk to the immediate reduction of the indebtedness secured hereby, or to the repair and restoration of any property so damaged, provided that any excess over the amount of the indebtedness shall be delivered to the Mortgagor or their assigns.

17. Mortgagee is not to be liable for examining the title, location, existence, or condition of the premises, nor shall Mortgagee be obligated to record this Mortgage or to exercise any power herein given unless expressly obligated by the terms hereof. Mortgagee shall be liable for any acts or omissions hereunder, and it may require indemnities satisfactory to it before exercising any power herein given.

18. Mortgagee shall release this Mortgage and discharge thereof by proper instrument upon presentation of satisfactory evidence that all the moneys secured by this Mortgage has been fully paid.

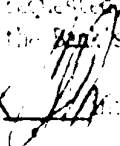

19. This Mortgage and all provisions hereof, shall extend to and be binding upon Mortgagor and all persons claiming under through Mortgagor, and the word "Mortgagor" when used hereon shall include all such persons and shall extend to the payment of the indebtedness or any part thereof, whether or not such persons shall have executed the Note or this Mortgage. The use of any gender applies to all genders. If more than one party is named as Mortgagor, the obligation hereunder of each such party is joint and several. Mortgagee may assign all or any portion of its rights and interests under this Mortgage without the consent of the Mortgagor.

20. In the event of the passage after the date of this Mortgage of any law changing in any way the laws now in force for the taxation of mortgages, or debts secured thereby, or the manner of operation of such taxes, so as to affect the interests of Bank, then and in such event Mortgagor shall pay the full amount of such taxes.

21. To the fullest extent permitted by law, Mortgagor shall not and will not at any time apply for or in any manner set up to claim or avail itself of any homestead, apparent, valuation, or any so-called "antioratorum laws" now existing or hereafter enacted, in order to prevent or hinder the enforcement or foreclosure of this Mortgage, but hereby waives the benefit of such laws. To the fullest extent permitted by law, Mortgagor, for itself and all who may claim through or under it, waives any and all right to have the property and estates comprising the premises described upon any foreclosure of the lien hereof and agrees that any court having jurisdiction to foreclose such lien may order the premises sold as an entirety.

22. This Mortgage shall be governed by and interpreted according to the laws of the State of Illinois. In the event any provision of the Mortgage, or the Note, conflict with said law, such conflict shall not affect any other provision of the Mortgage or the Note which can be given effect without reference to the conflict. In this regard, the provisions of the Mortgage and the Note shall be deemed severable.

23. Any notice, demand, request or other communications desired to be given or required pursuant to the terms hereof shall be in writing and shall be deemed given when personally serviced or on the second (2nd) day following deposit of the same in the United States Mail via registered or certified mail, return receipt requested, postage prepaid, addressed to the Mortgagor at the address set forth below or to the Mortgagee at the Bank's main office, or at such other address as either the Mortgagor or the Mortgagee notifies the other.

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X  Mortgagor's

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party in writing.

24. The rights and remedies of Mortgagee under this Mortgage are cumulative and are not in lieu of, but are in addition to any other rights or remedies which Mortgagee shall have under the Note or any other instrument constituting security for the Note, or at law or in equity.

25. This Mortgage shall not be amended, modified or changed nor shall any waiver of any provision hereof be effective as against Mortgagee, except only by an instrument in writing and signed by the party against whom enforcement of any waiver, amendment, change, modification or discharge is sought.

26. Mortgagee, at its expense, will accept, acknowledge and deliver such instruments and take such actions as Mortgagee may from time to time reasonably request to carry out the intent and purpose of this Mortgage.

IN WITNESS WHEREOF, the Mortgagor has caused these presents to be signed the day and year first above written.

X Linda M. Wojnar
Linda M. Wojnar

WARRANTY FIGHTING AND MOVEMENTS
RIGHT IN THE PROPERTY UNDER THIS MORTGAGE

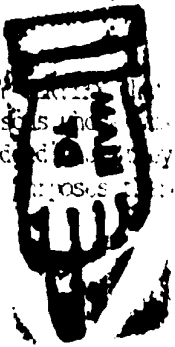
X Conrad S. Wojnar
Conrad S. Wojnar

STATE OF ILLINOIS

1993

COUNTY OF COOK

To the undersigned, a Notary Public in and for the County and State aforesaid
DO HEREBY appear Linda M. Wojnar, married to Conrad S. Wojnar, who are personally known to me to be the same persons who are parties to the foregoing instrument appearing before this day in person and acknowledged and they signed and delivered the said instrument as their free and voluntary act for the uses and purposes therein set forth.



Given under my hand and official seal, this 26th day of October, 1990

Carolyn Ritten
Notary Public

THIS INSTRUMENT PREPARED BY AND DELIVERED TO:
Carolyn S. Sims, Assistant Vice President,
FIRST STATE BANK & TRUST COMPANY OF PARK RIDGE
607 N. Devon Avenue, Park Ridge, IL 60068

"OFFICIAL SEAL"
Carolyn Ritten
Notary Public, State of Illinois
My Commission Expires 6/25/93

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