Mail to and

Prepared by

60070

Florica dociman 606 Milwaukee Avenue Prospect Heights, Il

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THE BRONSON-GORE BANK in Prospect Heights Prospect Heights, Illinois 60070



MORTGAGE.

THIS INDENTURE WITNESSETH: That	the undersigned. William	P. McCormick a/k/a	Patrick P.	McCormite
and Marianne McCormick, his w	ife	<u> </u>		
Village of Palatine	County of Cook	, State of Illino	ois, hereinalter re	iferred to
as the Mortgagor, does hereby Mortgage and \				4 - + +

THE BRONSON-GORE BANK

in Prospect Heights

a banking assolcation organized and existing under the laws of the State of Illinois, hereinafter referred to as the Mortgagee, the following real estate, situated in the County of Cook in the State of Illinois, to wit:

Lot 142 in Virginia Lake Resubdivision of Lots 129, 142, 143, 147 in Virginia Lake Subdivision Unit Number 2 and part of the South 1/2 of Section 12, all in Township 42 North, Range 10 East of the Third Principal Meridian, in Cook County Illinois and also Lots 149 and 150 in Virginia Lakes Resubdivision of certain lots in Virginia Lake Subdivision Unit No. 2 in Section 12, Township 42 North, Range 10, East of the Third Principal Meridian, in Cook County, Illinois.

TOGETHER with at buildings, improvements, fixtures or appurtenances now or hereafter erected thereon, including all apparatus, equipment, fixtures or articles, whether in single units or centrally controlled, used to supply heat, gas, air conditioning, water, light, power, refrigeration, which into or other services and any other thing now or hereafter installed therein or thereon, including, but not limited to, screens, windows, storm doors and windows, floor coverings, screen doors, built-in beds, awnings, stoves, built-in ovens, water heaters, washers, divers and disposal units all of which are declared to be a part of soid real estate whether physically attached thereto or not.

TOGETHER with the rents, is reas and profits thereof which are hereby assigned, transferred and set over unto the Mortgagee, whether now due or which may hereafter become due under or by virtue of any lease whether written or verbal, or any agreement for the use or occupancy of said property, or any nort or parts thereof, which may have been herefolder, or may be hereafter made or agreed to, or which may be made and agreement to by the Mortgagee under the power herein granted to it; it being the intention hereby to establish an absolute transfer and assignment to mic Mortgagee of all such leases and agreements existing or to hereafter exist for said premises, and to use such measures, legal or equitable, as in its discretion may be deemed proper or necessary to enforce the payment or security of such avails, rents, issues and profits, or to secure and maintain possession of said premises, or any portion thereof, and to fill any and all vacancies and to rent, lease or let any portion of said premises to any party or parties, at its discretion, with power and apply said avails, issues and profits to the pryment of all expenses, care and management of said premises, including taxes and assessments, and to the payment of any indebtediles. Secured hereby or incurred hereunder

TO HAVE AND TO HOLD the said property, with said appurtenances, apparatus and fixtures, unto said Mortgagee forever, for the uses herein set forth, free from all rights and benefits under any statute of limitations and under the Homestead Exemption Laws of the State of Illinois, which said rights and benefits the said Mor gagor does hereby release and waive.

Upon payment of the obligation hereby secured, and performance of all obligations under this mortgage and the note secured by it, said note shall be marked paid and delivered to the maker of his accuracy, nee, together with his mortgage dully cancelled. A reasonable fee shall be paid for cancellation and release

TO SECURE:

2. Any additional advances made by the Mortgagee to the Mortgagor, or its successors in title, prior to the cancellation of this mortgage, provided that this mortgage shall not at any time secure more than Twenty 1:e Thousand and 00/100 (\$.25,000.00) Dollars, plus any advance necessary for the protection of the security, interest and cost, and

3. All of the covenants and agreements in said note (which is made a part of this mortgage contract) and this mortgage.

THE MORTGAGOR COVENANTS

(1) To pay all taxes, assussments, hazard insurance premiums and other charges when due; (2) keep the improvements now or hereafter upon said premises insured against damage by fire, windstorm and such other hazards or liability et the Mortgagee may require to be insured against until said indebtedness is fully paid, or in case of foreclosure, until expiration or the nariod of redemption, for the full insurance value thereof, in such companies and in such form as shall be satisfactory to the Mortgagra such insurance policies shall remain with the Mortgagee during said period or periods, and contain the usual clause making then payable to the Mortgagee, and in case of foreclosure sale payable to the owner of the certificate of sale, and in case of loss, the Mortga see is authorized to adjust, collect and compromise, in its discretion, all claims under such policies, and the Mortgagor agrees to sign, upon demand, all receipts, vouchers and releases required of him by the insurance companies; the Mortgagee is authorized in its discretion to apply the proceeds of any such insurance to the discharge of any obligation insured against, to a restoration of the property or to the indebted ness of the Mortgagor and any application to the indebtedness shall not relieve the Mortgagor from making monthly payments until the debt is paid in full. (3) to apply for, secure, assign to Mortgagee and carry such disability insurance and life insurance as may be required by Mortgagee in companies acceptable to Mortgagor, and in a form acceptable to it, and such disability insurance may be required in an amount not in excess of payments necessary to pay the sums secured by this mortgage and such life insurance may be required in an amount not in excess of the unpaid balance of the debt secured by this mortgage. (4) not to commit or suffer any waste of such property, and to maintain the same in good condition and repair; (5) to promptly pay all bills for such repairs and all other expenses incident to the ownership of said property in order that no lien or mechanics or materialmen shall attach to said property; (6) not to suffer or permit any unlawful use of or any nuisance to exist upon said property; (7) not to diminish or impair the value of said property or the security intended to be affected by virtue of this mortgage by any act or omission to act; (8) to appear in and defend any proceeding which in the opinion of the Mortgagee affects its security hereunder, and to pay all costs, expenses and attorney's fees incurred or paid by the Mortgagee in any proceeding in which it may participate in any capacity by reason of this mortgage; (9) that the mortgaged premises will at all times be maintained, repaired and operated in accordance with the Building, Fire, Zoning, Health and Sanitation Laws and Ordinances of any governmental board, authority or agency having jurisdiction over the mortgaged premises; (10) not to suffer or permit without the written permission or consent of the Mortgagee being first had and obtained; (a) any use of said property for a purpose other than that for which the same is now used; (b) any alterations, additions to, demolition or removal of any of the improvements, apparatus, fixtures or equipment now or hereafter upon said property. (c) a purchase upon conditional sale, lease or agreement under which title is reserved in the vendor, of any apparatus, fixtures or equipment to be placed in or upon any building or improvement upon said property. (d) a sale, assignment or transfer of any right, title or interest in and to said property or any portion thereof, or any of the improvements, apparatus, fixtures or equipment which may be found in or upon said property.

THE MORTGAGOR FURTHER COVENANTS

(1) That in case of his failure to perform any of his covenants herein, the Mortgagee may do on behalf of the Mortgager every-thing so covenanted that said Mortgagee may also do any act it may deem necessary to protect the lien of this mortgage, and that the

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Mortgagor will immediately repay any money paid or disbursed by the Mortgagee for any of the above purposes, and south a may be together with interest thereon at the highest rate for which it is then lawful to contract shall become so much additional indebtedness secured by this mortgage and may be included in any decree foreclosing this mortgage and be paid out of the rents or proceeds of the sale of said premises, if not otherwise paid, that it shall not be obligatory upon the Mortgagee to inquire into the validity of any iron encumbrance or claim in advancing moneys in that behalf as above authorized, but nothing herein contained shall be construed as requiring the Mortgagee to advance any moneys for any purpose not to do any act hereunder, that the Mortgage shall not incur per sonal liability because of anything it may do or omit to do hereunder.

- (2) That in the event the ownership of said property or any part thereof becomes vested in a person or entity other than the Mortgagor, the Mortgagee may witout notice to the Mortgagor deal with such successor or successors in interest with reference to this mortgage and the debt hereby secured in the same manner as the Mortgagor, and may forbear to sue or may extend time for payment of the debt secured hereby without discharging or in any way affecting the liability of the Mortgagor hereunder or upon the debt hereby secured.
- (3) That time is of the essence hereof and it default be made in performance of any covenant herein contained or activating payment under said Note or any extension or renewal thereof, or if proceedings be instituted to enforce any office her or charge upon any of said property, or upon the filing of a proceeding in banking by or against the Mortgagor, or if the Mortgagor shall make an assignment for the benefit of creditions or if the property of the Mortgagor be placed under control of or in costody of any Court or if the Mortgagor abandon any of said property, or if the Mortgagor shall soil said property under a contract for deed, then and in any of said events, the Mortgagoe is hereby authorized and empowered, at its option, and without affecting the lien hereby created in the prior ty of said lien or any right of the Mortgagoe hereunder, to declare, without notice, all sums secured hiereby immediately doe and payable whether or not such default be remedied by the Mortgagor, and apply toward the payment of said mortgage indebtedness, any indebt edness of the Mortgagoe to the Mortgagor, and said Mortgagoe may also immediately proceed to foreclose this mortgagor.
- 4. When the indebtedness hereby secured shall become due whether by acceleration or otherwise. Mortgager chair 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 lies all expenditures and expenses which may be paid or incurred by or on behalf of Mortgager for attorneys, tees appraiser's fees, outlans for documentary and expenses which may be paid or incurred by or on behalf of Mortgager for attorneys, tees appraiser's fees, outlans for documentary and expenses which may be paid or incurred by or on behalf of Mortgager for attorneys, tees appraiser's fees, outlans for the expended after entry of the decree) of procuring all such abstracts of title, talls searchers, and examinations title insurance policies. To rens certificates, and similar data and assurances with respect to title as Mortgager in an examinations title insurance policies. To rens certificates, and similar data and assurances with respect to title as Mortgager in an examinations ably necessary either to prosecute such suit or to evidence to bidders at any sale which may be had pursuant in Curring decree the flue flue condition of the title to proceeding of the premises. All expenditures and expenses of the nature in this paragraph mentioned shall become so much additional incelledness secured hereby and immediately due and payable with interest thereon at the highest fate permitted by flinois faw, when part or incurred by Mortgager in connection with (a) any proceeding. Including probate and bank ruptly proceedings, to which the Mortgager in hall be a party either as plaintiff, claimant or defendant, by reason of this nice figure or any indebtedness hereby secured, or (b) preparations for the commencement of any soul for the foreclosure hereof, if the interest of proceeding which might affect the premises or the service.
- 5. The proceeds of any foreclosure line of the premises shall be distributed and applied in the following order of pricity. First, on account of all costs and expenses incident to the fourclosure proceedings, including all such items as are mentioned in the pricreding paragraph hereof, second, all other items which under the terms hereof constitute secured indebtedness additional to that exidenced by the note, with interest thereor, as herein provided, that, all principal and interest remaining unpaid on the note, fourth, any overplus to Mortgagor, the heirs, legal representative or assigns of the Mirtgagor, as their rights may appear.
- 6. Upon or at any time after the filing of a compraint to foreclose this mortgage the court in which such complaint is feed may appoint a receiver of said premises. Such appointment of the foreclose this mortgage the court in which such complaint is feed may appoint a receiver of said premises. Such appointment of the feeling of according to the solvency of Mortgagor at the time of application for such receiver and without regard to the then value of the premises of whether the same shall be then occupied as a homestead or not unit the Mortgager may be appointed as such federical. 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. Another there he redemption or not as well as during any further times when Mortgagor, except for the intervention of such receiver is not the rentried to collect such treats, issues and profits, and all other powers which may be necessary or are usual in such cases for une 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 incoher in his hands in payment in who e or in part of (1) The indeptedness secured hereby by thy any decree foreclosing this mortgage or any tax special assessment or other lien which may be or become superior to the lien in red or of such decree, provided such application is made prior to foreclosure sale. (2) the delicency in case of a sale and delicency.
- 7. That each right, power and remedy herein conferred upon the Mortgagee is conclusive of every other right or remedy of the Mortgagee, whether herein or by law conferred, and may be enforced, concurrently trieffed, that no waiver by the Mortgagee of performance of any covenant herein or in said obligation contained shall thereafter in any main er affect the right of Mortgagee. To require or enforce performance of the same or any other of said covenants, that wherever the could be terefore the mask of he gender as used herein, shall include the leminine, and the singular number as used herein, shall include the plural mat all rights and delegations under this mortgage shall extend to and be binding on the respective heirs, executors, ad no directors, successors and assigns of the Mortgagor and the Mortgagee.
- 8 That in the event title shall be conveyed to any person or persons firm, trust or corporation, (they than the undersigned or any one or more of them, then the Mortgagee after such transfer of title shall have the right to adjust the annual rate of interest to be paid under the terms of the note secured hereunder. Whenever the Mortgagee, or its successors or assigns, should rease the rate of interest in accordance with the foregoing provision, it shall give written holice specifying the new rate, and the effective date of any such increase shall be the date of such transfer or conveyance.

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IN WITNESS WHE RECI	Fleach of the undersigned ha	s hereunto set his hai	nd and seal this 21st	os of March	
William 3 nie	lor me K	SFALL MALL	a kine THE Can	incolo ise	ΑL
William P. McCormic Patrick P. McCormic	10		e McCormick	5. { <i>1</i>	
		(SEA,)		.4.	•
State of Illinois)	:				
County of Cook	•				
The Undersign in the State aforesaid DO HE Personally known to me to be to subscribed to the foregring Imand delivered the said instrumerelease and waiver of the right.	EBY CERTIFY that WILLI be same purson or persons a from enturprised better non- entas their thee	виси адтр оснатис н – 55, гория († 10	ck a/k/a Patrick are	ann general seak	id* es
	DEFICIAL SEAL JUDY K. PETHES REV PUBLIC: STATE (M. 1911) C. DONG VORGE (M. 1915) C. DONG VORGE (M. 191		march Free fet h god 29224	#: -4 90 *	