

TO: REAL ESTATE SET ENTER

- 1. Terminal Address
- 2. Operator Code
- 3. Transaction Code 3
- 4. Account Number

90158523

COOK COUNTY, ILLINOIS FILED FOR RECORD

1990 APR -9 PM 10 24

90158523

L-745 (6-88) 36746 ILLINOIS

MORTGAGEE

REAL PROPERTY MORTGAGE

CITICORP SAVINGS OF ILLINOIS, A FEDERAL SAVINGS AND LOAN ASSOCIATION

391-000-646-6

10-02-90

SEE BELOW

RICHARD A DREHOBL
 JULIE C DREHOBL
 2161 DRURY LANE
 NORTHFIELD, IL 60093

LOAN DATE

4/02/90

272,999.48

260,000.00

10/02/90

14⁰⁰

DESCRIPTION OF LOAN

KNOW ALL MEN BY THESE PRESENTS: That whereas, the undersigned Mortgagor(s) named above (hereinafter called Mortgagor) have become justly indebted to the company named above (hereinafter called the Mortgagee) in the amount shown above as Amount of Loan (together with interest thereon and lawful charges as provided in and evidenced by a promissory note of even date herewith, in and by which said note the Mortgagor(s) promise to pay the Amount of Loan together with interest and lawful charges in one or more installments, and whereas, said Mortgagor(s) are desirous of securing the prompt payment of said note at the time and in the manner specified therein.

NOW, THEREFORE, in consideration of all indebtedness, and to secure the prompt payment of the same at maturity, the said Mortgagor(s) have hereinafter granted, conveyed, and do hereby grant, bargain, sell and convey unto the said Mortgagee the following described real estate situated in COOK County and State of Illinois, to-wit:

LOTS 11 AND 12 IN BLOCK 6 IN GEO. F. NIXON AND COMPANY'S HOME BUDGET ADDITION TO NORTHFIELD, A SUBDIVISION OF LOT 20 AND THE WEST 1/2 OF LOT 19 IN COUNTY CLERK'S DIVISION OF SECTION 24, TOWNSHIP 42 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

COMMONLY KNOWN AS 2161 DRURY LANE, NORTHFIELD, ILLINOIS 60093

TAX 1. D. #04-24-305-023 AND 04-24-305-024

*AT 10.00% PER ANNUM

TOGETHER with all improvements, fixtures, easements, fixtures, and appurtenances thereto belonging, and all rents, issues and profits thereof for so long and during all such times as Mortgagor(s) may be entitled thereto (which are pledged primarily and on a parity with said real estate and not secondarily) and all apparatus, equipment or articles now or hereafter placed thereon (except to supply heat, gas, air conditioning, water, light, power, refrigeration (whether single units or centrally controlled), and ventilation, including (without restricting the foregoing), screens, window shades, storm doors and windows, floor coverings, awnings, stoves and water heaters. All of the foregoing are 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 Mortgagor(s) or their successors or assigns shall be considered as constituting part of the real estate.

HEREBY releasing and waiving all rights under and by virtue of the homestead exemption laws of the State of Illinois and hereby warranting said real estate free from all encumbrances and against any adverse claims other than the lien of ad valorem taxes for the current tax year and a mortgage in favor of N/A (if none, so state).

TO HAVE AND TO HOLD the above granted premises unto the said Mortgagee and its assigns forever, and for the purpose of further securing the payment of said promissory note, Mortgagor(s) do hereby agree to pay all taxes and assessments when imposed legally upon said premises, and should they make default in the payment of same, the said Mortgagee may at its option, pay off the same; all amounts so expended by said Mortgagee shall become a debt to said Mortgagee additional to the indebtedness hereby specially secured, and shall be covered by the mortgage and bear interest at the rate provided for in the promissory note from date of payment by said Mortgagee and be due and payable at the maturity of any of the principal or any interest thereon.

UPON CONDITION, HOWEVER, That if said Mortgagor(s) pay said note and reimburse said Mortgagee for any amounts it may have expended as taxes, assessments or other charges and interest thereon, then this conveyance to be null and void; but should default be made in the payment of any sum so expended by the said Mortgagor(s), or in the payment of said note or any part thereof, or the interest thereon, or any part thereof, at the time and in the manner specified therein for the payment thereof, or should said note or any part thereof, or interest thereon, remain unpaid at maturity, or should the interest of said Mortgagee or of its assigns in said property become endangered by reason of the enforcement of any prior lien or incumbrance thereon, so as to endanger the debt hereby secured, then in any one of said events the whole of the said indebtedness shall at once become due and payable, and this mortgage shall be subject to foreclosure as now provided by law in case of past due mortgages. If all or any part of the property is sold or transferred without the express written consent of the Mortgagee, Mortgagee may at its sole option, declare all sums secured by this Mortgage to be immediately due and payable. However, this option shall not be exercised by Mortgagee if exercise is not authorized by Federal Law. In any suit to foreclose the lien hereof, there shall be allowed and included as additional indebtedness in the decree for sale all expenditures and expenses which may be paid or incurred by or on behalf of Mortgagee for attorneys' fees, appraisers' fees, outlays for documentary and expert evidence, stenographers' charges, publication costs and costs (which may be estimated as to items to be expended after entry of the decree) of procuring all such abstracts 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 pursuant to such decree the true condition of the title or the value of the premises. All expenditures and expenses of the nature in this paragraph 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 probate and bankruptcy proceedings, to which the Mortgagee 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.

Upon the Filing of Any Bill or Suit to foreclose this mortgage in any Court having jurisdiction thereof, such Court may appoint any proper person, receiver with power to collect the rents, issues and profits arising out of said premises during pendency of such foreclosure suit and until the time to redeem the same from any sale that may be made under any decree or judgment foreclosing this mortgage shall expire, and such rents, issues and profits, when collected, may be applied toward the payment of the indebtedness and costs therein mentioned and described. And upon the foreclosure and sale of said premises, there shall be first paid out of the proceeds of such sale all expenses of advertisement, selling and conveying said premises and reasonable attorneys' or solicitors' fees, to be included in the decree, and all moneys advanced for taxes, assessments and other items; then there shall be paid to principal of said note whether due and payable by the time thereof or not, and the interest thereon. The surplus, if any, or reasonable request shall be paid to the Mortgagor(s), and it shall not be the duty of the purchaser at such sale to see to the application of the purchase money.

WITNESS our hands and seals this 2ND day of APRIL, 19 90

COLUMBIA NATIONAL BANK OF CHICAGO,
 NOT PERSONALLY, BUT AS TRUSTEE UNDER
 TRUST AGREEMENT DATED OCTOBER 13, 1988
 AND KNOWN AS TRUST NO. 2939

Exoneration provision restricting
 any liability of the Columbia National
 Bank of Chicago, is attached.
 Mortgagor (SEAL)

ACKNOWLEDGMENT

STATE OF ILLINOIS, COUNTY OF COOK TO WIT:

I, the undersigned, a Notary Public, hereby certify that _____ and _____ personally known to me to be the same persons whose names are subscribed to 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 the right of homestead

Given under my hand and notarial seal this _____ day of _____, A. D. 19 _____

Notary Public

My commission expires _____

This instrument was prepared by HELEN DEANOVICH

UNOFFICIAL COPY

ES282108

COOK COUNTY ILLINOIS

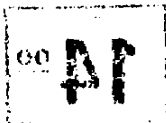
ES282108

ES 28 21 08

REAL PROPERTY MORTGAGE

AFTER RECORDING

MAIL THIS INSTRUMENT TO



NAME _____
ADDRESS _____
CITY _____

DATE _____ INITIALS _____

Property of Cook County Clerk's Office

ES282108

L-749 (8-88) 28746 ILLINOIS

UNOFFICIAL COPY

THIS MORTGAGE is executed by the Columbia National Bank of Chicago, not personally but as Trustee as aforesaid in the exercise of the power and authority conferred upon and vested in it as such Trustee and it is expressly understood and agreed that nothing herein or in said note contained shall be construed as creating any liability on the said First Party or on said Columbia National Bank of Chicago personally to pay the said note or any interest that may accrue thereon, or any indebtedness accruing hereunder, or to perform any covenant either express or implied herein contained, all such liability, if any, being expressly waived by Trustee and by every person now or hereafter claiming any right or security hereunder, and that so far as the First Party and its successors and said Columbia National Bank of Chicago personally are concerned, the legal holder or holders of said note and the owner or owners of any indebtedness accruing hereunder shall look solely to the premises hereby conveyed for the payment thereof, by the enforcement of the lien hereby created, in the manner herein and in said note provided or by action to enforce the personal liability of the guarantor, if any.

IN WITNESS WHEREOF, Columbia National Bank of Chicago not personally but as Trustee as aforesaid, has caused these presents to be signed by one of its Vice-Presidents or Assistant Vice-Presidents and its corporate seal to be hereunto affixed and attested by its Assistant Trust Officer, the day and year first above written.



COLUMBIA NATIONAL BANK OF CHICAGO
as Trustee, as aforesaid, and not personally.
By [Signature] Trust Officer
Attest [Signature] ASSISTANT TRUST CLERK

STATE OF ILLINOIS
COUNTY OF COOK

"OFFICIAL SEAL"
CATHRYN SIENKIEWICZ
Notary Public, State of Illinois
My Commission Expires 8/2/93

I, the undersigned
[Signature] a Notary Public in and for said County, in the State aforesaid,
NATIONAL BANK OF CHICAGO, a national banking association, and [Signature] Vice-President of said NATIONAL BANK OF CHICAGO, Assistant Trust Officer of said national banking association, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such [Signature] Vice-President and Assistant Trust Officer, respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act, and as the free and voluntary act of said national banking association, as Trustee, for the uses and purposes therein set forth; and the said Assistant Trust Officer did then and there acknowledge that he, as custodian of the corporate seal of said national banking association, did affix the said corporate seal of said national banking association to said instrument as his own free and voluntary act, and as the free and voluntary act of said national banking association, as Trustee, for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this 2 day of April 1990
[Signature]
Notary Public
My commission expires 8-2-93

Property of Cook County Clerk's Office

90158523

UNOFFICIAL COPY

Property of Cook County Clerk's Office

