90178046

WHEN RECORDED MAIL TO:

RIVER FOREST STATE BANK AND TRUST COMPANY 7727 West Lake Street River Forest, Illinois 60305 ATTN: Real Estate Department

Space Above This Line For Recorder's Use

RIVER FOREST STATE BANK AND TRUST COMPANY 7727 West Lake Street River Forest, Illinois 60305

MORTGAGE

NOTICE TO BORROWER: THE NOTE SECURED BY THIS MORTGAGE CONTAINS PROVISIONS ALLOWING FOR CHANGES IN THE INTEREST RATE. INCREASES IN THE INTEREST RATE MAY RESULT IN HIGHER PAYMENTS. DECREASES IN THE INTEREST RATE MAY RESULT IN LOWER PAYMENTS.

TPS MORTGAGE made this 16th day of April, 1990, between THOMAS P. HAMILTON AND MARGARET S. HAMILTON, HIS WIFE, of 303 Franklin, River Forest, Illinois 60305, (hereinafter referred to as "Mortgagor") and the RIVER FOREST STATE BANK AND TRUST COMPANY, (hereinafter referred to as "Mortgagee").

WHEREAS, Mor gagor is indebted to Mortgagee in the principal sum of ONE HUNDRED SEVENTY THOUSAND DOLLARS (\$170,000.00) which indebtedness is evidenced by Mortgagor's Note dated April 17, 1990, (herein referred to as the "Note"),

WHEREAS, the Note provides for interest to be charged on the balance of principal remaining from time to time outstanding at a rate which shall be adjusted at intervals of twelve months. The initial interest rate charged under the Note for the first twelve months shall be eight and ninety one hundredths percent (9.90%). During the remaining term of the Note, interest shall be charged on the balance of principal remaining from time to time outstanding at a rate equal to three percent (3.00%) above the weekly average yield on United States Treasury Securities adjusted to a constant maturity of one year; and

WHEREAS, the Note provides for initial monthly installments of ONE THOUSAND THREE HUNDRED FORTY FIVE AND SIXTY-SIX ONE HUNDREDTHS DOLLARS (\$1,345.66) on the first day of each month commencing with May 1, 1990 with the balance of the indebtedness, if not sooner paid, due and payable on April 1, 2000.

NOW, THEREFORE, the Mortgagor, to secure the payment of the Note with interest thereon, the payment of all other sums with interest thereon advinced in accordance herewith to protect the security of this Mortgage, and the performance of the covenants and agreements of the Mortgagor herein contained, the Mortgagor does hereby mortgage, grant, and convey to Mortgagee the following described real estate located in the County of Coor, State of Illinois:

THE NORTH 47 FEET OF THE SOUTH 60 FEET (EXCEPT THE EAST 20 FET THEREOF) OF LOT 4 IN SOLOMON THATCHER'S SUBDIVISION OF PART OF THE WEST 1/2 OF THE NORTH WEST 1/4 OF SECTION 12, TOWNSHIP 39 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

P.I.N.: 15-12-102-012

Which has the address of 713 Forest, River Forest, Illinois 60305 (herein referred to as "Property Address").

0EPT-01 RECORDING \$16.00 19999 TRAN 2671 04/19/90 14:44:00 \$6535 \$ *-\$0-179046 COUNTY RECORDER

This instrument was prepared by:

Claude E. L'Heureux, Vice President River Forest State Bank and Trust Company 7727 West Lake Street River Forest, Illinois 60305

B84
283

90179046

16 Hart

WHEN SHOOM HIE WARE BON.

MEABL ENGIST STATES PARTS
AND THIST CONSTANCE
AND THIST CONSTANCE
AND Street

well trabuoust and and eith awar, sange

777 S.C. FORMST NEW TERRORS AND TRANSPORT OCKNAPANY 7727 West Wake Street 2370 Tyros Theose, 111ms se 60304 - 1555 C.C.

HOSPINCE.

POTETT VI BOERT WEIGH FIL NOTE, VILLERE ES THE MOSTITAGE COMPANIS DELVERO ES ARRIVITATE POE CHARGON ES THE ENTERREST RATEL (WINTERS IN THE FILL CHAR BAPT IN VILLERENT SE PROFEE PAVINGMENT, DECREZON THE INTERREST BALLET CHARLES ELLEWER SAAMERES.

CHERNICON GREVE A CONTROL OF STREET OF STREET WILL STREET OF STREE

BMS. The later of graphing with the Committee of the later of the late

All strains the consequent of the frequent of the strain of a first order of the first of the first of the first of the strain of the first of the strain of

est, no recept librophor like order was relieved to be a first order of the control of the contr

taleand dilwerages at la same construénce et la come de value et la come et la come de la come de la come de la come come de la come

THE CONTREPRENT TOUR OF FREE THE THEFT OF THE PROPERTY OF THE POST OF THE PROPERTY OF THE PROP

医自己变性坏死 电影打 化环氯铅

verber bas is the control of the experience of which the experience of the control of the experience o

Gest George of Manager and air I

Thomas II. to tendentik, V. id Depulition. 2 team Factor (Lister V. ik. das Thias Chakpang 2227 Velas Caka Arant Chara Sactor, Hendak Gustat

rights and profits, water, water rights, and all fixtures now or hereafter attached to the property, all of which including replacements and additions thereto, shall be deemed to be and remain a part of the property covered by this Mortgage and all of the foregoing together with said property (or the leasehold estate if the Mortgage is on a leasehold) are herein referred to as the "Premises".

Mortgagor convenants that Mortgagor is lawfully seized of the estate hereby conveyed and has the right to mortgage, grant and convey the Premises, that the Premises is unencumbered and Mortgagor will warrant and defend generally the title to the Premises against all claims and demands, subject to any declarations, easements or restrictions listed in a schedule of exceptions to coverage in any title insurance policy insuring Mortgagor's interest in the Premises.

IT IS FURTHER UNDERSTOOD THAT:

- 1. Mortgagor shall promptly pay when due the principal of and interest on the indebtedness evidenced by the Note, and late charges as provided in the Note, and the principal of and interest on any future advances secured by this Mortgage.
- 2. in addition, the Mortgagor shall:
 - (a) Promptly repair, restore or rebuild any improvement now or hereafter on the property which may become damaged or destroyed.
 - (b) Pay inimediately when due and payable all general taxes, special taxes, special assessment, water charges, sewer service charges and other taxes and charges against the property, including those heretofore due, (the monthly payments provided in the Note in anticipation of such taxes and charges to be applied thereto provided said payments are actually made under the terms of said Note), and to furnish the Mortgage, upon request, with the original and duplicate receipts therefor, and all such items extended against said property shall be conclusively deemed valid for the purches of this requirement.
 - Keep the improvements now existing or hereafter erected on the property insured against loss or damage by fire, lightning, wind storm or such other hazards, as the Mortgagee may reasonably require to be insured against under policies providing for payment by the insu ar ce companies or monies sufficient either to pay the cost of replacing or repairing in same or to pay in full the indebtedness secured hereby, in such companies through such agents or brokers and in such form as shall be satisfactory to the Mortgagee, until said indebtedness is fully paid, or in the case of foreclosure, until expiration of the period of redemption; such insurance policies, including additional and renewal policies shall be delivered to and kept by the Mortgagee and shall contain a clause satisfactory to the Mortgagee making them payable to the Mortgagee, as its interest may appear, and in case of loss under such policies, the Mortgagee is authorized to adjust, collect and compromise, in its discretion, all claims thereunder and the Mortgagor agrees to sign upon demand, all receipts, vouchers and releases required of him fry the insurance companies; application by the Mortgagee of any of the proceeds of such insurance to the indebtedness hereby secured shall not excuse the Mortgagor from making all monthly payments until the indebtedness is paid in full. In the event of a loss, Mortgagor shall give prompt notice to the insurance carrier and Mortgagee. Mortgagee may make proof of loss if not made promptly by Mortgagor. All renewal policies shall be delivered at least ten (10) days before such insurance shall expire. All policies shall provide further that Mortgagee shall receive ten (10) days notice prior to cancellation.
 - (d) Complete within a reasonable time any buildings or improvements now or at any time in process of erection upon said property.
 - (e) Keep said Premises in good condition and repair without waste and free from any mechanics or other lien or claim of lien not expressly subordinated to the lien hereof.
 - (f) Not suffer or permit any unlawful use of or any nuisance to exist on said Premises nor to diminish nor impair its value by any act or omission to act.
 - (g) Comply with all requirements of law or municipal ordinances with respect to the Premises and the use thereof.

odal es sectedada nectualidade a centraminatoria da la composición de la composición del la composición de la composición del la composición de la composici

The many the second of the sec

PERSONAL PROPERTY AND A STREET AS THE

teria man promodesi taren iba dikupa men waist menindum rengi pengi mengintanan menindum terbahan man promiti antikat berhisanggan, dagai atawat Bengrati Minago yang darah mendim mendim menindum terbahan Litik menggangganggan terbahanggan menuntrompit diginakat prompis menggan mengintan terbahan seperat

Constitution of the property of the control of

Latinger i energy de transporte anglé de la servició de transporte de la latina de la completa del la completa de la completa del la completa de la completa del la completa de la complet

principles of the features of the expension of the principles of the principles of the features of the feature

oak, nog dan bekende betienen bestold ten monden enten mogen men delig vol modelen en bliv som et sistem in de Delik model til delige den under syke men men hendlige en later av gred med bli militario della sistem og en l Distriction i deligione i monde sistem men men men en en sistem og en later en en en sistem en en en en en en

kater für tellen sich ausbereiten. Her im die dem der andere den kannagen der geregt er den an der der der dat Der der der gegen der der eine dem kannen gelt her besochten der eine der eine der der der der der der der der

rdundliksebege vild<mark>ik herekse maj diminikas telumani</mark> na vied dim na lejam ligami. Na likim etrom i telet telet Og 1988 ili ligadi. Na likim ja ligadi na ligadi si sa ligadi kan na lejami. Na ligami serit tali kan kan att

- (h) Comply with the provisions of any lease if this Mortgage is on a leasehold.
- (i) Pay the premiums for any life, disability or other insurance if Mortgagor shall procure contracts of insurance upon his life and disability insurance making the Mortgagee assignee thereunder. In such event and upon failure of Mortgagor to pay the aforesaid premiums, the Mortgagee may pay the premiums for such insurance and add said payments to the principal indebtedness secured by this Mortgage to be repaid in the same manner and without changing the amount of the monthly payments, unless such change is by mutual consent.
- (j) In the event this Mortgage is on a unit in a condominium, perform all of Mortgagor's obligations under the declaration or covenants creating or governing the condominium, the By-laws and regulations of the condominium and the constituent documents.
- Any sale, conveyance, or transfer of any right, title or interest in the premises or any portion thereof or any sale, transfer or assignment of all or any part of the beneficial interest in any trust holding title to the Premises without the prior written approval of the Mortgagee shall, at the option of the Mortgagee, constitute a default hereunder on account of which the holder of the Note secured hereby may deciare the entire indebtedness evidenced by said Note to be immediately due and payable and foreclose this Mortgage immediately or at any time such default occurs.
 - In the case of a failure to perform any of the covenants herein, or if any action or proceeding is commenced which materially affects the Mortgagee's interest in the property, including but not limited to eminent domain, insolvency, code enforcement, or arrangements or proceedings involving a bankrupt or decedent, the Mortgagee may do on the Mortgagor's behalf everything so covenented; the Mortgagee may also do any act it may deem necessary to protect the lien hereof; and the Mortgagor will repay upon demand any monies paid or disbursed; including reasonable attorney's fees and expenses, by the Mortgagee for any of the above purposes and such monies together with interest thereon at the highest rate for which it is then lawful to contract shall become so much additional indebtedness hereby secured and may be included in any decree foreclosing this mortgage and be paid out of the rents or proceeds of sale of said Premises if not otherwise paid. It shall not be obligatory upon the Mc gagee to inquire into the validity of any lien, encumbrance or claim in advancing monies as above authorized, but nothing herein contained shall be construed as requiring the Mortgagee to advance any monies for any purpose nor to do any act hereunce, and the Mortgagee shall not incur any personal liability because of anything it may do or omit to do hereunder nor shall any acts of Mortgagee act as a waiver of Mortgagee's right to accelerate the maturity of the indebtedness secured by this Mortgage or to proceed to foreclose this mortgage.
 - Time is of the essence hereof, and if default be nade in performance of any covenant herein contained or contained in the Note or in making any payment under said Note or obligation or any extension or renewal thereof, or if proceedings be instituted to enforce any other lien or charge upon any of the Premises, or upon the filing of a proceeding in bankruptcy by or against the Morigasor, or the Mortgagor shall make an assignment for the benefit of his creditors or it his property be placed under control of or in custody of any court or officer of the government, or if the Mortgagor abandons the Premises, or fails to pay when due any charge or assessment (whether for insurance premiums, maintenance, taxes, capital improvements, purchase of another unit, or otherwise) imposed by any condominium, townhouse, cooperative or similar owner's group, then and in any of said events, the Mortgagee is hereby authorized and empowered, as its option and without affecting the lien, hereby created or the priority of said lien or any right of the Mortgagee hereunder, to declare, without notice, all sums secured hereby immediately due and payable, whether or not such default be remedied by Mortgagor, and apply toward the payment of said mortgage indebtedness any monies of the Mortgagor held by the Mortgagee, and said Mortgagee may also immediately proceed to foreclose this Mortgage, and in any foreclosure a sale may be made of the Premises enmasse without offering of the several parts separately.
- 6. Upon the commencement of any foreclosure proceeding hereunder, the court in which such bill is filed may at any time, either before or after sale, and without notice to the Mortgagor, or any party claiming under him, and without regard to the

Appendent of the Canal of the

Alexandra processor it is a minimum of the terminal for the case of the case o

្នុំស្នាស់ អាចស្រីការ៉ាស់ស្រាស់សំពេញ ស្រែក និងសម្រាប់ ស្រាប់ ស្រែក ស្រាប់ ប្រើប្រជាពលការប្រជាពលការប្រជាពលការប សម្រាប់ ប្រជាពលការស្នាក់ក្នុងស្នាស់ស្រាប់ សម្រាប់ សំពេញ សំពេញ ស្រែក សំពេញ ការប្រជាពលការប្រធានការប្រជាពលការប្រជ ស្រាប់ស្វាប់ សំពេញ ការស្ថិតិសេសស្វាស់ស្រែក សេសស្វាស់ស្រាប់ ស្រាប់ ស្រាប់ សំពេញ សំពេញ ស្រែក សេសស្រាប់ សេសស្រាប់

to enginning with the country of the strip stage of the country of a service country.

The tentous country of the section of the country of t and the state of the con-

State of the section the state of the s Last Andrews kamudashmilad Buhabbu c no de la marcha de la compositione de la compositio कर्ष रक्ष केंद्रक पूजा अस्तर र अधिकृत gand become the artist of the first of the f องเด็กษาใหญ่ แทะวัดเอสโซเลา หรือ และ อัสโซเก็บ เดิก เลือน (เด็ก โดย

The content of the co

and desired the contract of th

solvency of the Mortgagor or the then value of said Premises, or whether the same shall then be occupied by the owner of the equity of redemption as a homestead, appoint a receiver with power to manage and rent and to collect the rents, issues and profits of said Premises during the pendency of such foreclosure suit and the statutory period of redemption, and such rents, issues and profits, when collected, may be applied before as well as after the foreclosure sale, towards the payment of the indebtedness, costs, taxes, insurance or other items necessary for the protection and preservation of the Premises, including the expenses of such receivership, or on any deficiency decree whether there be a decree therefore in personam or not, and if a receiver shall be appointed he shall remain in possession until the expiration of the full period allowed by statute for redemption, whether there be redemption or not, and until the issuance of a deed in case of sale, but if no deed be issued, until the expiration of the statutory period during which it may be issued and no lease of said Premises shall be nullified by the appointment or entry in possession of a receiver but he may elect to terminate any lease junior to the lien hereof; and upon foreclosure of said Premises, there shall be allowed and included as an additional indebtedness in the decree of sale all expenditures and expenses together with interest thereon at the rate of twenty (20%) percent per annum, or if said rate of interest is higher than permitted by state law, then to the highest rate permitted by state law, which may be paid or incurred by or in behalf of the Mortgagee for traineys' fees, appraiser's fees, court costs and costs (which may be estimated as to include items to be expended after the entry of the decree) and of procuring all such data with respect to title as Mortgagee may reasonably deem necessary either to prosecute such suit or to evidence to bidders at any sale held pursuant to such decree the true title to or value of said Premises; all of which aforesaid amounts together with interest as herein provided shall be immediately due and payable by the Mortgager in connection with (a) any proceeding, including a probate or bankruptcy proceedings to which either party hereto shall be a party by reason of this Mortgage or the Note hereby secured; or (b) preparations for the commencement of any suit for the foreclosure hereof after the accrual of the right to foreclose, whether or not actually commenced; or (c) preparations for the defense of or intervention in any suit or proceeding or any threatened or contemplated suit or proceeding, which might affect the Premises or the security hereof. In the event of a foreclosure sale of sail Premises there shall first be paid out of the proceeds thereof all of the aforesaid items, then the entire indebtedness whether due and payable by the terms hereof crinet and the interest due thereon up to the time of such sale, and the overplus, if any, shall be paid to the Mortgagor, and the purchaser shall not be obliged to see to the application of the purchase money.

- 7. Extension of the time for payment of modification or amortization of the sums secured by this Mortgage granted by Mortgagee to any successor in interest of Mortgagor shall not operate to release in any manner the liability of the original Mortgagor and Mortgagor's successor in interest. Mortgagee shall not be required to commence proceedings against such successor or refuse to extend time for payment or otherwise modify amortization of the sum secured by this Mortgage by reason of any demand made by the original Mortgagor and Mortgagor's successor in interest.
- 8. Any forebearance by Mortgagee in exercising any right or remedy hereunder or otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of any such right or remedy. The procurement of insurance or the payment of taxes or other liens or charges by Mortgagee shall not be a waiver of Mortgagee's right to accelerate the indebtedness secured by this Mortgage.
- All remedies provided in this Mortgage are distinct and cumulaine to any other right or remedy under this Mortgage or afforded by law or equity and may be exercised concurrently, independently or successively.
- 10. The covenants contained herein shall bind and the rights hereunder shall inure to, the respective successors and assigns of Mortgagee and Mortgagor subject to the provisions of paragraph 3 hereof. All covenants and agreements of Mortgagor shall be joint and several.
- 11. Except to the extent any notice shall be required under applicable law to be given in another manner, any notice to Mortgagor shall be given by mailing such notice by certified mail addressed to Mortgagor at the Property Address or at such other address as Mortgagor may designate by notice to Mortgagee as provided herein and any notice to Mortgagee shall be given by certified mail, return receipt requested to Mortgagee's address stated herein or to such other address as Mortgagee may designate by notice to Mortgagor as provided herein. Any notice provided for in this

Internet in the control of the contr and the engineering target of the last of the land of the last of The December of the control of the c he could with be the major of each. mount on a but their property could be a color u vjerovačke njeko u j

and the five temperature of the continue of th The factor deposits in accordance of the control of

म १८४५ वर्षा ५ वसम्बद्धाः । सम्बद्धाः सारा कार्यापारः ed mener, endumbre Profesional de la

Transferr yang ses menjagkan sami semak sebagai sebagai sebagai sebagai sebagai sebagai sebagai sebagai sebaga Belanggaran sebagai separah sebagai se Sebagai sebaga

und eigen Mont tiblich, von soch from Som bund (tide ver ein der bemburge und det Immidias möglicht mit biss, eingesticht die ver leie bei eine eine erheise Hunt langrijk mit he uschen einige die glindengene IV (die ein die allengene

mortgage shall be deemed to have been given to Mortgagor or Mortgagee when given in the manner designated herein.

- Upon payment of all sums secured by this Mortgage, Mortgagee shall release Mortgage without charge to Mortgagor. Mortgagor shall pay all costs of 12. Mortgage without charge to Mortgagor. recordations of any documentation necessary to release this mortgage.
- Mortgagor hereby waives all right of homestead exemption in the Premises and 13. grants to Mortgagee the right to inspect the Premises at all reasonable times and access thereto shall be permitted for that purpose.
- Mortgagor assigns to Mortgagee and authorizes the Mortgagee to negotiate for and 14. collect any award for condemnation of all or any part of the Premises. Mortgagee may, in its discretion, apply any such award to amounts due hereunder, or for restoration of the Premises.
- If the Mortgagor is a corporation, the Mortgagor hereby waives any and all rights of 15. redemption from sale under any order or decree of foreclosure of this Mortgage on its own behalf and on behalf of each and every person, except decree or judgment creditors of the Mortgagor, acquiring any interest in or title to the Premises subsequent to the date of this Mortgage.
- This Mortgage shall be governed by the law of the jurisdiction in which the Premises 16. are located. In the event one or more of the provisions contained in this Mortgage shall be prohibited or invalid under applicable law, such provision shall be ineffective cary to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Mortgage.
- It is the intent hereof to secure payment of the Note. 17.

IN WITNESS WHEREOF, the undersigned have signed this Mortgage on the day and year first above written at River Forcet, Illinois.

Thomas P. Hamilton

Margatet

STATE OF ILLINOIS) S.S. COUNTY OF COOK

I, the Undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY THAT: Thomas P. Hamilton and Margaret S. Hamilton 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 relivered the said Instruments 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 16th day of Can

OFFICIAL SEAL HELEN SZCZECH NOTARY PUBLIC, STATE OF ILLINOIS

My Commission Expires

MY GOMMISSION EXPINES

o and a comment of the state of t The state of the state

Carect of Paris Pergamental Angularis Property (Art 1962) here else her de the tre de le legal de la communication de la commu

and the state of the section of the section of the state of the section of the se

Been that we also give with the Lieuwick of the Control of the Con

In all the fill also have any local, and leading their an expension of the expension of the second of the second of the expension of the second of the expension of the expensio Brangales ar Atlanta Brasil

tima e surficialità con tre consideration del consideration del consideration de considerat

. च्या के विश्वस्था स्थानको एक अन्य क्रिकेट के स्थान के the a recording the page at which had there the Likelit Copies to the transfer of the control

Colling The Mission

·美國自由計畫科 [186] 聚美大学数

MATERIAL CAR HE REPORTED THAT FILL IN A GOT TO BE TO THE TREE TO SEE THE STATE OF THE PARTY OF THE SECOND STATE OF THE SECOND STATE OF THE SECOND SEC there is a fine to a filterature by the remaining a continue of the first of the continue of t

J. Same