

Loan No. \_\_\_\_\_

# UNOFFICIAL COPY

## MORTGAGE

THE ABOVE SPACE FOR RECORDER'S USE ONLY

THIS INDENTURE, made May 11, 1990, between Patricia L. Kane, a Spinster (herein referred to as "Mortgagors,") and FIRST COLONIAL BANK NORTHWEST a banking corporation organized under the laws of the State of Illinois, doing business in Niles, Illinois, (herein referred to as "Mortgagee.")

### WITNESSETH

THAT WHEREAS Mortgagors are justly indebted to Mortgagee in the sum of Forty-Eight Thousand Seven Hundred Fifty & No/100 dollars (\$ 48,750.00 ) evidenced by a certain Promissory Note of even date herewith executed by Mortgagors, payable to the order of the Mortgagee and delivered, by which Note Mortgagors promise to pay said principal sum and interest on the balance of principal remaining from time to time unpaid at the rate of ~~XXXXXX PER ANNUM~~ PRIME PLUS 3% FLOATING prior to maturity, at the office of Mortgagee in Niles, Illinois, in 12 successive monthly installments commencing June 11, 1990, and on the same date of each month thereafter, all except the last of said installments to be in the amount of ~~XX~~ INTEREST ONLY each, and said last installment to be the entire unpaid balance of said sum, together with interest on the principal of each installment after the original maturity date thereof at 7 per annum, together with all costs of collection, including reasonable attorneys' fees, upon default, thereafter referred to as the "Note".

NOR, HEREBY, do Mortgagors secure the payment of said Note and its interest with its terms and the terms, provisions and limitations of this Mortgage, and all extensions and renewals thereof, and for the further purpose of securing the payment of any and all obligations, indebtedness and liabilities of any and every kind, in whatever way and from whom incurred by Mortgagors or any of them to the Mortgagee or to the holder of said Note or to the Assignee of the Mortgagee, together with the interest thereon, lawfully accrued, lawfully evidenced, acquired or arising, whether under the Note or this Mortgage or under any other contract, agreement or arrangement of any and every kind now or hereafter existing or entered into between the Mortgagors or any of them and the Mortgagee or any of them, together with the interest thereon, lawfully accrued, lawfully evidenced, acquired or arising, as provided in said Note and in the Mortgage, together with the interest thereon, lawfully accrued, lawfully evidenced, acquired or arising, and of present and future indebtedness, claims, demands, obligations and liabilities of Mortgagors or any of them, and of present and future indebtedness, claims, demands, obligations and liabilities of third parties to Mortgagee, and any and all taxes, assessments, charges, levies, liens, claims, demands, obligations and liabilities hereon, hereunder, or by the Mortgagors to be performed, and all other obligations, claims, demands, obligations and liabilities of any and every kind, in whatever way and from whom incurred by Mortgagors or any of them, together with the interest thereon, lawfully accrued, lawfully evidenced, acquired or arising, to the Mortgagee, its Assignee and Assignees, together with the interest thereon, lawfully accrued, lawfully evidenced, acquired or arising, in Cook County, Illinois, to wit:

The South 16 feet of Lot 1, and the North 17 feet of Lot 25 in Block 1 in Winkelman's Resubdivision of Blocks 1 and 2 of E. Simon's original Subdivision of the South East 1/4 of Section 35, Township 40 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

PIN: 13-35-405-019

90232456

DEPT-01 RECORDING \$13.00  
 #4666 TRAN 3344 05/18/90 10:11:00  
 #5617 # F \*90-232456  
 COOK COUNTY RECORDER

which, with the property hereinafter described, is referred to herein as the "Premises".

TOGETHER with all improvements, tenements, easements, fixtures and appurtenances thereto belonging, and all rents, issues and profits thereof for so long and during all such times as Mortgagee may be entitled thereto, which are hereby primarily and on a parity with said real estate and not secondarily, and all apparatus, equipment or articles of a or hereafter (herein or hereafter used) electrically heat, gas, air conditioning, water, light, power, refrigeration (whether single units or centrally controlled), ventilation, and lighting, including, but not limited to, air conditioning, screens, window shades, storm doors and windows, floor coverings, inador beds, awnings, stoves and water heaters. All of the foregoing are declared to be a part of said real estate whether physically attached thereto or not, and it is agreed that all such apparatus, equipment or fixtures hereafter placed on the premises by the Mortgagors or their successors shall be considered as constituting part of the real estate.

TO HAVE AND TO HOLD the premises unto the Mortgagee, its successors and assigns, free for the purposes herein set forth, free from all rights and benefits under and to the use of the Homestead Exemption Law of the State of Illinois, which said rights and benefits the Mortgagors do hereby expressly release and waive.

This Mortgage consists of two pages. The covenants, conditions and provisions appearing on page 2 (the reverse side hereof) among other things, require Mortgagors to keep the premises in repair, insured and free of liens and to pay and discharge prior liens and taxes, provide that if not paid by Mortgagors, the costs of such repairs, insurance, prior liens and taxes paid by Mortgagee constitute additional indebtedness secured hereby, provide for tax and insurance deposits, for acceleration of maturity of the Note and foreclosure hereof in case of default and for the allowance of Mortgagee's attorneys' fees and expenses of foreclosure, and are incorporated herein by reference, are a part hereof, and shall be binding on the Mortgagors and those claiming through them.

In the event Mortgagors sell or convey the premises, or if the title thereto or any interest thereon shall become vested in any manner whatsoever in any other person or persons other than Mortgagors, Mortgagee shall have the option of declaring immediately due and payable all unpaid installments on the Note and enforcing the provisions of this Mortgage with respect thereto unless prior to such sale or conveyance Mortgagee shall have consented thereto in writing and the prospective purchasers or grantees shall have executed a written agreement in form satisfactory to the Mortgagee assuming and agreeing to be bound by the terms and conditions of said Note and this Mortgage.

Signed and sealed by the Mortgagors the date first above written.

Patricia L. Kane (SEAL) \_\_\_\_\_ (SEAL)

I, The Undersigned, a Notary Public in and for and residing in said County, COUNTY OF COOK STATE OF ILLINOIS, DO HEREBY CERTIFY THAT Patricia L. Kane, a Spinster is personally known to me to be the same person whose name is subscribed to the foregoing

Instrument, appeared before me this day, personally acknowledged that she signed, sealed and delivered the said Instrument as her free and voluntary act and deed, and that she intended the release and waiver of all rights under any homestead, exemption and valuation laws.

THIS DOCUMENT PREPARED BY: FIRST COLONIAL BANK NORTHWEST  
 CHICAGO, ILL. 60611  
 MAY 11 1990  
 Notary Public

NAME First Colonial Bank Northwest  
 STREET P. O. Box 48-283  
 CITY Niles, IL 60448  
 INSTRUCTIONS  
 RECORDER'S OFFICE BOX NUMBER \_\_\_\_\_

FOR RECORDERS INDEX PURPOSES INSERT STREET ADDRESS OF ABOVE DESCRIBED PROPERTY HERE  
1921 N. Sawyer Avenue  
Chicago, IL

THE COVENANTS, CONDITIONS AND PROVISIONS HEREIN CONTAINED ON PAGE ONE BEING THE REVERSE SIDE OF THIS MORTGAGE;

1. Mortgages covenants and agreements... shall be deemed to be made in accordance with the provisions hereof... and all such... shall be deemed to be made in accordance with the provisions hereof...

2. In addition to the principal payments of principal and interest... the Mortgagee shall have the right to... and all such... shall be deemed to be made in accordance with the provisions hereof...

3. The privilege is granted to make prepayments on principal of the Note... and all such... shall be deemed to be made in accordance with the provisions hereof...

4. Mortgages shall have the right to... and all such... shall be deemed to be made in accordance with the provisions hereof...

5. Mortgages shall have the right to... and all such... shall be deemed to be made in accordance with the provisions hereof...

6. Mortgages shall have the right to... and all such... shall be deemed to be made in accordance with the provisions hereof...

7. In the event that Mortgages... and all such... shall be deemed to be made in accordance with the provisions hereof...

8. The proceeds of any foreclosure sale... and all such... shall be deemed to be made in accordance with the provisions hereof...

9. Upon the date of any... and all such... shall be deemed to be made in accordance with the provisions hereof...

10. All available... and all such... shall be deemed to be made in accordance with the provisions hereof...

11. The Mortgagee... and all such... shall be deemed to be made in accordance with the provisions hereof...

12. No action for the enforcement... and all such... shall be deemed to be made in accordance with the provisions hereof...

13. In making prepayments... and all such... shall be deemed to be made in accordance with the provisions hereof...

14. All available... and all such... shall be deemed to be made in accordance with the provisions hereof...

15. In the event new buildings... and all such... shall be deemed to be made in accordance with the provisions hereof...

16. A reconveyance of said premises... and all such... shall be deemed to be made in accordance with the provisions hereof...

17. This Mortgage and all provisions... and all such... shall be deemed to be made in accordance with the provisions hereof...

18. A reconveyance of said premises... and all such... shall be deemed to be made in accordance with the provisions hereof...

3.0 over prime rate

3.0 over prime rate

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