

# UNOFFICIAL COPY

MORTGAGE

90232581

THIS INDENTURE WITNESSETH That the undersigned, Norman Talmadge, and Esther Louise Talmadge, his wife,  
 of Wilmette, County of Cook, State of  
 Illinois, hereinafter referred to as the Mortgagors, do hereby convey and Warrant to the  
 EDENS PLAZA BANK, a corporation having an office and place of business at 3244 W.  
 Lake Avenue, Wilmette, Illinois 60091, hereafter referred to as the Mortgagee the following  
 real estate situate in the County of Cook, State of  
 Illinois, to-wit:

Lot 34 in Hollywood in Wilmette Resubdivision of part of the West  
 Half of Lot 29 in County Clerk's Division in Section 32, Township  
 42 North, Range 13, East of the Third Principal Meridian and part  
 of Lots 1, 2, 3 and 4 in Roemer's Subdivision of Lot 30 in County  
 Clerk's Division in Section 32, aforesaid in Cook County, Illinois

The undersigned will not transfer, assign, or in any way hypothecate or attempt to transfer,  
 assign or hypothecate his right, title or interest in the property securing the Note, without  
 first obtaining the written consent of the holder. Upon any transfer, assignment or hypo-  
 thecation of undersigned's right, title or interest to the property securing the Note, with-  
 out the previous written consent of holder, the principal balance remaining at the time of such  
 transfer, assignment or hypothecation shall immediately become due and payable. The acceptance  
 of any payment after such transfer, assignment or hypothecation shall not be construed as a  
 consent of the holder to such assignment, transfer or hypothecation nor shall it effect his  
 right to proceed with such action as the holder shall deem necessary.

Mortgagor on behalf of himself and each and every party claiming by or through mortgagor, hereby  
 waives and releases any and all rights of redemption, statutory or otherwise, without prejudice  
 to mortgagee's right to any remedy, legal or equitable which mortgagee may pursue to enforce pay-  
 ment or effect collection of all or any part of the indebtedness secured by this Mortgage and  
 without prejudice to mortgagee's rights to a deficiency judgment or any other appropriate  
 relief in the event of foreclosure of this Mortgage.

The mortgagor(s) hereby waive, release, and relinquish any and all rights they may have  
 in the homestead estate in the property subject to this Mortgage.

TOGETHER with all the buildings and improvements now or hereafter erected thereon and  
 all appurtenances, apparatus and fixtures and the rents, issues and profits thereof, of every name,  
 nature and kind

TO HAVE AND TO HOLD the said property unto said Mortgagee forever, for the uses and  
 purposes herein set forth, free from all rights and benefits under the Homestead Exemption laws  
 of the State of Illinois, which said rights and benefits said Mortgagors do hereby release and  
 waive.

This mortgage is given to secure: (1) The payment of a certain indebtedness payable to  
 the order of the Mortgagee, evidenced by the Mortgagors' Note of even date herewith in the  
 Principal sum of Ten Thousand and 00/100----- and  
 ----- 100 dollars (\$10,000.00), together with interest in accordance with the terms  
 thereof; (2) Any additional advances made by the Mortgagee to the Mortgagors or their successors  
 in title, prior to the cancellation of this mortgage, and the payment of any subsequent Note  
 evidencing the same, in accordance with the terms thereof.

PROPERTY ADDRESS: 442 Beverly Drive, Wilmette, Il, 60091

PERMANENT INDEX NUMBER: 05-32-312-010

It is the intention hereof to secure the payment of the total indebtedness of the Mortgagors  
 to the Mortgagee within the limits prescribed herein whether the entire amount shall have been  
 advanced to the Mortgagors at the date hereof or at a later date or having been advanced shall  
 have been paid in part and future advances thereafter made. All such future advances so made  
 shall be liens and shall be secured by this mortgage equally and to the same extent as the amount  
 originally advanced on the security of this mortgage, and it is expressly agreed that all such  
 future advances shall be liens on the property herein described as of the date hereof.

THE MORTGAGORS COVENANT: (1) The term "indebtedness" as herein used shall  
 include all sums owed or agreed to be paid to the Mortgagee by the Mortgagors or their successors  
 in title, either under the terms of said Note as originally executed or as modified and amended by  
 any subsequent Note, or under the terms of this mortgage or any supplement thereto or otherwise;  
 (2) To repay to the Mortgagee the indebtedness secured hereby, whether such sums shall have  
 been paid or advanced at the date hereof or at any time hereafter; (3) To pay when due all taxes  
 and assessments levied against said property or any part thereof, and to deliver receipts therefor  
 to the Mortgagee promptly upon demand; (4) To keep the buildings and improvements situated on  
 said property continually insured against fire and such other hazards, in such amount and with  
 such carrier as the Mortgagee shall approve, with loss payable to the Mortgagee as interest may  
 appear; (5) Neither to commit nor to suffer any strip, waste, impairment or deterioration of the  
 mortgaged premises or any part thereof, and to maintain the mortgaged premises in good condition

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and repair; (6) To comply with all applicable laws, ordinances, rules and regulations of any nation, state or municipality, and neither to use nor to permit the property to be used for any unlawful purpose; (7) To keep the mortgaged premises free from liens superior to the lien of this mortgage, except as aforesaid, and to pay when due any indebtedness which may be secured by lien or charges on the premises superior to the lien hereof; (8) That no sale or conveyance of said property will be made without the prior written consent of the Mortgagee; (9) That time is of the essence of this mortgage and of the Note secured hereby and no waiver of any right or obligation hereunder or of the obligation secured hereby shall at any time thereafter be held to be a waiver of the terms hereof, or of any Note secured hereby, and that the lien of this mortgage shall remain in full force and effect during any postponement or extension of the time of payment of the indebtedness or any part thereof secured hereby; (10) That in the event the ownership of the mortgaged premises or any part thereof becomes vested in a person or persons other than the Mortgagors, the Mortgagee may without notice to the Mortgagors deal with such successor or successors in interest with reference to this mortgage and the indebtedness hereby secured in the same manner as with the Mortgagors; (11) That upon the commencement of any foreclosure proceeding hereto the court in which such suit is filed may at any time, either before or after sale and without notice to the Mortgagors, appoint a receiver with power to manage, rent and 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 either before or after any foreclosure sale, may be applied toward the payment of the indebtedness or any deficiency decree, costs, taxes, insurance or other items necessary for the protection and preservation of the property, including the expenses of such receivership, and upon foreclosure and sale of said premises there shall first be paid out of the proceeds of such sale a reasonable sum for plaintiff's attorney's fees, and all expenses of advertising, selling and conveying said premises, all sums advanced for court costs, any taxes or other liens or assessments, or title costs, master's fees and costs of procuring or completing an abstract of title title guaranty policy or Torrens Certificate showing the complete title of said premises, including the foreclosure decree and Certificate of Sale, there shall next be paid the indebtedness secured hereby, and finally the overplus, if any, shall be returned to the Mortgagors. The purchaser at said sale shall have no duty to see to the application of the purchase money.

If there be only one mortgagor, all plural words herein referring to Mortgagors shall be construed in the singular.

IN WITNESS WHEREOF the Mortgagors have hereunto set their hands and seals this 11th day of May A.D. 19 90

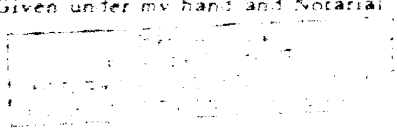
*Norman Talmadge* (Seal)  
Norman Talmadge  
*Esther Louise Talmadge* (Seal)  
Esther Louise Talmadge (Seal)

STATE OF ILLINOIS )  
COUNTY OF Cook )

## ACKNOWLEDGMENT

I, a Notary Public, in and for the said county in the state aforesaid do hereby certify that Norman Talmadge and Esther Louise Talmadge 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 own 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 11th day of May A.D. 19 90



*Marta S. Jones*  
Notary Public

MAIL TO:

EDENS PLAZA BANK  
3244 W. Lake Avenue  
Wilmette, Illinois 60091

EDENS PLAZA BANK  
3244 W. Lake Avenue  
Wilmette, Illinois 60091

Norman and Esther Louise Talmadge  
442 Beverly  
Wilmette, IL, 60091

MORTGAGE 90232584

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