60201

CHRAGO? inival Street - Evansion, lilinois 60201 †elephone (708) 858-6100

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MORTGAGE

	THIS INDENTURE WITNESSETH: That the understant R. Joyce & Christina B. Joyce,	gned, <u>Gary A. J</u> his wife	oyce & Patrice C.	Joyce, his wife and
City of Evanston County of Cook , State of illinois, hereinafter referred to	City of Evanston	County of Cook	, State of	l illinois, hereinalter referred to

FIRST CHICAGO BANK OF EVANSTON N.A.

a banking association organized and existing under the laws of the real estate, situated in the County of Cook	s United States, hereinalter referred to as the Mortgages, the following _ in the State of Illinois, to wit:
The South 35 feet of Lot II (except that 15 feet of said Lot II) in Block 5 in Gr in section 13, Township 41 North, Range in Cook county, Illinois.	ant and Jackson be padd the marker wanston \$14.25 14, East of the Thissy Principles depositions: 18:00 \$0502 \$ C \Rightarrow -90-269819 CODK COUNTY RECORDER

Common Adurass: 1925 Jackson, Evanston, Illinois 60201 PIN: 10-13-2 1-009-0000

TOGETHER with all hulldings, improvements, flutures or appurtenances now or hereafter erected thereon, including all apparatus, equipment, fixtures or antities, whether in single units or centrally controlled, used to supply heat, gas, air conditioning, water, light, power, refrigeration, ventilation or other cervices and any other thing now or hereafter installed therein or thereon, including, but not limited to, screens, window shades, storm doors and windows, floor coverings, screen doors, built-in bads, swrings, stoves, built-in overs, water heaters, whathers, dryers and disposal units all of which are declared to be a part of said real estate whether physically attached thereto or not

TOGETHER with the rents, issues and profits thereof which are hereby assigned, transferred and set over unto the Mortgages, 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 of occupancy of said property, or any print or parts thereof, which may have been herefolders, or may be hereafter made or agreed to, or which may be made and agreed to by the Mortoagee under the power herein granted to it; being the intention hereby to establish an absolute transfer and assignment to the Morigar se 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 described may be deemed proper or necessary to enforce the payment or security of such avails, rents, issues and profits, or to secure at direction 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 promises to any party or parties, at its discretion, with power to use and apply said avails, issues and profits to the payment of all expenses, are and management of said premises, including taxes and assessments, and to the payment of any indebtedness secured hereby or incurry a histeunder.

TO HAVE AND TO HOLD the said property, with said appurtenances, apparatus and flatures, unto said Mortgages forever, for the uses herein sel 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 Mortgagor do se hereby release and walve.

Upon payment of the obligation hereby secured, and perform not of all obligations under this mortgage and the note secured by it, said note shall be marked paid and delivered to the maker or his assignee, together with his mortgage dully cancelled. A reasonable fee shall be paid for cancellation and release.

TO SECURE:

Prepared by: &

mailed to: William A. Marden, 2951 Central

Street, Evanston, IL

1. The payment of a note and the performance of the obligation therein contained executed and delivered concurrently herewith
by the Mortgagor to the Mortgagee in the sum of
Forty Thousand and 00/100 (\$ 40.000.00
Dollars, which is payable as provided in said note until said indebtedness is paid in full.

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

THE MORTGAGOR COVENANTS:

(1) To pay all taxes, assessments, 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 as the highly against damage may require to
be insured against until said indebtedness is fully paid, or in case of foreclosure, until expiration of the period of addreption, for the full insurance value thereof, in such companies and in such form as shall be satisfactory to the Mortgages; such insurance policies shall remain with the Mortgagee during said period or periods, and contain the usual clause making them payable to the Mortgages), and in case of fore-closure sale payable to the owner of the certificate of sale; and in case of loss, the Mortgages is authorized to adjuct, coloct and compromise, in its discretion, all claims under such policies, and the Mortgagor agrees to sign, upon demand, all receipts, vivilers and releases required of him by the insurance companies; the Mortgagoe is suthorized 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 indebtedness 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 Mortgagoe and carry such disability insurance and life insurance as may be required by Mortgagoe in companies acceptable assign to Mortgagoe and carry such disability insurance and life insurance as may be required by Mortgagoe 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 phyments 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 wasts 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 sald 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 edit 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 afformey'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, Haalth and Sanitation Laws and Ordinances of any covernmental board, authority or agency having luisdiccapacity 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 suifer or permit without the written permission or consent of the Mortgages 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 fidibility Mortgages may do on behalf of the Mortgages everything so covenanted: that said Mortgages may also be any act a may deem necessary to protect the lien of this mortgage; and that the Mortgager will immediately repay any money paid or dispursed by the Mortgages for any of the above purposes, and such moneys together with inter-

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est 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 foraclosing this mortgage and be paid out of the rents or proceeds of the sale of sald premises, if not otherwise paid; that it shall not be obligatory upon the Mortgagee to inquire into the validity of any lien, 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 nor to do any act hereunder; that the Mortgage shall not incur personal 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 Mortgagoe may, without notice to the Mortgagor, deal with such successor or successors in interest with reference to this mortgago 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 if default be made in performance of any coverant herein contained or in making any payment under said Note or any extension or renewal thereof, or if proceedings be instituted to enforce any other lien or charge upon any of said property, or upon the filing of a proceeding in bankruptcy by or against the Mortgagor, or if the Mortgagor shall make an assignment for the benefit of creditors or if the property of the Mortgagor be placed under control of or in custody of any court, or if the Mortgagor shall sell said property under a contract for deed, then and in any of said events, the Mortgagor is hereby authorized and empowered, at its option, and without affecting the lien hereby created or the priority of said fien or any right of the Mortgagoe hereunder, to declare, without notice, all sums secured hereby immediately due and payable, whether or not such default be remediad by the Mortgagor, and apply toward the payment of said mortgage indebtedness any indebtedness of the Mortgagoe to the Mortgagor, and said Mortgagoe may also immediately proceed to foreclose this mortgage.

4. When the Indebtedness hereby secured shall become due whether by acceleration or otherwise, Mortgages shall have the right to foreclose the item hereof, in any sult to foreclose the lien hereof, there shall be allowed and included as additional indebtedness in the decree for sale of expenditures and expenses which may be paid or incurred by or on behall of Mortgages for attornays' fees, appraiser's fees, outlays', or cumeritary and expenses which may be paid or incurred by or on behall of Mortgages for attornays' fees, appraiser's fees, outlays', or comerciary and expense shall be abstracts of title, title searches, and examinations, title insurance policies. Totrons certificates, and similar data and assurances with respect to title as Mortgages may deem to be reasonably necessary either to prosecute such ruft in to evidence to bidders at any sale which may be had pursuant to such decree the true condition of the title to or the value of the products. All expenditures and expenses of the nature in this paragraph mentioned shall become so much additional indebtedness secured feet by and immediately due and payable, with interest thereon at the highest rate psimilited by tillnots taw, when paid or incurred by Mortgages in a mention with (a) any proceeding, including probate and bankruptcy proceedings, to which the Mortgages shall be a party, either as platfull, claimant or defendant, by reason of this mortgage or any indebtedness hereby secured; or (b) preparations for the defense of any actual or threatened suit or proceeding which might affect the premises or the security hereof.

5. The proceeds of any foreclosure sale of the premises shall be distributed and applied in the following order of priority: First, on account of all costs and expenses incident in the precisions proceedings, including all such items as are mentioned in the precising paragraph hereof; second, all other items which under the terms hereof constitute secured indebtedness additional to that evidenced by the note, thin interest thereon as herein provided: thin all principal and interest remaining unpaid on the note; fourth, any overplus to Mortgagor, the helps, legal representative or as tights of the Mortgagor, as their rights may appear.

8. Upon or at any time after the filing of a completini to foreclose this mortgage the court in which such complaint is filed may appoint a receiver of said premises. Such appointment may 5.7 and either before or after sale, without notice, without regard to the solvency or insolvency of Mortgagor at the time of application for such excelver and without regard to the then value of the premises or whether the same shall be then occupied as a homesteed or not, and the wordcage may be appointed as such receiver. 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, whether there be redemption or not, as well as during any further times when Mortgagor, except for the intervention of such receiver, would be entitled to collect such rents, issues and profits, and all other powers which may be necessary or are usual in such cases for the 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 income in his hands in payment in whole or in part of: (1) The indebtedness secured hereby, or by any decree foreclosing the mortgage, or any tax, special assessment or other lien which may be or become superior to the lien hereof or of such decree, provided such a pitcation is made prior to foreclosure sale; (2) the deficiency in case of a sale and deficiency.

7. That each right, power and remedy herein conferred upon the Mortger, et is cumulative of every other right or remedy of the Mortgages, whether herein or by law conferred, and may be enforced, concurrently the molth; that no waiver by the Mortgages of performance of any covenant herein or in said obligation contained shall thereafter in any manner affect the right of Mortgages, to require or enforce performance of the same or any other of said covenants; that wherever the context hereof requires, the masculine gender, as used herein, shall include the feminine, and the singular number, as used herein, shall include the plurial, that all rights and obligations under this mortgage shall extend to and be binding on the respective helps, executors, administrators, success or and assigns of the Mortgagor and the Mortgages.

8. That in the event title shall be conveyed to any person or persons, firm, trust or corpor, for, other 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 minual rate of interest to be paid under the terms of the note secured hereunder. Whenever the Mortgagee, or its successors or assigns, that increase the rate of interest in accordance with the foregoing provision, it shall give written notice specifying the new rate; and the effective date of any such increase shall be the date of such transfer or conveyance.

be the date of such transfer or conveyance.			9	
IN WITNESS WHEREOF, each of the undersigned	ed has hereunto set l	nis hand and seal this	2/th _ day of Ma	У
A.D., 19 <u>90</u>				
-Hamel Store	(SEAL)	Das un	C. Josep	(SEAL)
Gary A. Joyoe	(SEAL)	Patrice O. Joyc	auris 1	
Paul P Jorga	(SE/L)	Christian B. Jo		(SEAL)
Paul R. Joyce State of Illinois) SS		0.1.2.0.2.2.11	,	
County of				
the undersigned			, a Notary Public In and for	sald Çouniy,
i, the undersigned in the State ejoresald, DO HEREBY CERTIFY that Ga personally known to me to be the same person or person	10110 MIND A HAR HAR A I	1041100 MANAGEMENT		and
subscribed to the foregoing instrument appeared before	re me this day in pers	ion and acknowledge that	they si	gned, sealed
and delivered the said instrument as their release and waiver of the right of homestand	TIFE free and volun	tary act, for the uses and	purposes therein set forth,	including the
GIVEN under my hand and notarial seal, this	29th day of	May	A.D., 1990	
•	_	will A	March-	
	N	otary Public		
My commission expires the day of	July	A.D., 19 2	3	
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Notary Public, State of tillnois My Commission Expires 7/10/83

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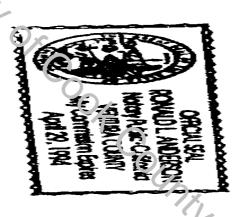
COUNTY OF CALIFORNIA day of Mall in the year on this county and State, personally appeared. Notary Public in the year of the surface to the local to the on the basis of sairclaritory personally appeared whose name condenses to be the person a capacitable to the withan instrument and off capacitable to the withan instrument and same same same that the person and the sair Printed.

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