

Mortgage

THIS INDENTURE WITNESSETH: That the undersigned,

ROBERT J MOORE (Divorced and not since remarried)

of the VILLAGE OF NORTHBROOK County of COOK State of Illinois,
hereinafter referred to as the Mortgagor, does hereby Mortgage and Warrant to

GLENVIEW STATE BANK

a banking corporation organized and existing under the laws of the State of Illinois, hereinafter referred to as the Mortgagee, the following real estate (which said real estate and all other property herein mortgaged and conveyed as hereinafter described and defined are hereinafter referred to as the "mortgaged premises") situated in the County of COOK in the State of Illinois, to wit:

SEE LEGAL DESCRIPTION ATTACHED HERETO AND MADE A PART HEREOF

Permanent Real Estate Index Number: 04-10-304-009-1038

Address of Property: 1455 SHERMER ROAD #306-C
NORTHBROOK, IL. 60062

UNIT NUMBER 306-C, IN THE CHATEL CONDOMINIUM OF NORTHBROOK ASSOCIATION, AS DELINEATED ON THE SURVEY OF THE SURVEY OF THE FOLLOWING DESCRIBED PARCEL OF REAL ESTATE (HEREINAFTER REFERRED TO AS PARCEL):

LOTS 18 TO 23, BOTH INCLUSIVE, IN BLOCK 1 AND PARTS OF VACATED STREETS AND ALLEYS IN 1ST ADDITION TO NORTHBROOK MANOR, BEING A SUBDIVISION OF THE WEST 1/2 OF THE SOUTH EAST 1/4 OF THE SOUTH WEST 1/4 (EXCEPT THE EAST 30 FEET TAKEN FOR STREET) AND THAT PART OF THE NORTH 1/2 OF THE SOUTH WEST 1/4 OF THE SOUTH WEST 1/4 LYING EAST OF THE RIGHT OF WAY OF THE CHICAGO, MILWAUKEE, ST. PAUL AND PACIFIC RAILROAD COMPANY AND THE SOUTH 1/2 OF THE SOUTH WEST 1/4 OF THE SOUTH WEST 1/4 (EXCEPTING RAILROAD), IN SECTION 10, TOWNSHIP 42 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

ALSO THE SOUTH 8 RODS (MEASURED ON THE WEST LINE) OF PART OF THE WEST 1/2 OF THE SOUTH WEST 1/4 OF SECTION 10, TOWNSHIP 42 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, ALL IN COOK COUNTY, ILLINOIS, WHICH SURVEY IS ATTACHED AS EXHIBIT "A" TO DECLARATION OF CONDOMINIUM OWNERSHIP AND EASEMENTS, COVENANTS AND RESTRICTIONS AND BY-LAWS FOR THE CHATEL CONDOMINIUM OF NORTHBROOK ASSOCIATION (DECLARATION MADE BY DEVON BANK, AS TRUSTEE UNDER TRUST AGREEMENT DATED JULY 28, 1977 AND KNOWN AS TRUST NUMBER 3067, RECORDED IN THE OFFICE OF THE RECORDER OF DEEDS OF COOK COUNTY, ILLINOIS, ON SEPTEMBER 30, 1977 AS DOCUMENT NUMBER 241 0130, TOGETHER WITH AN UNDIVIDED 0.766 PER CENT INTEREST IN SAID PARCEL (EXCEPTING FROM SAID PARCEL ALL THE PROPERTY AND SPACE COMPRISING ALL THE TRITS THEREOF AS DEFINED AND SET FORTH IN SAID DECLARATION AND SURVEY), IN COOK COUNTY, ILLINOIS.

TOGETHER apparatus, equipment, toning, water, lig the furnishing of storm doors and w to be a part of sho issues and profits due or hereafter to thereof, whether s, made by the Mortg on a parity with (b) to establish a under, together w of, manage, maint or modify existing or future leases, collect said rents, taxes, water and whether legal or equitable as it may deem proper to enforce collection thereof, employ running agencies or other employees, alter or repair said premises, buy furnishings and equipment therefor when it deems necessary, purchase all kinds of insurance, and in general exercise all powers ordinarily incident to absolute ownership, advance or borrow money necessary for any purpose herein stated to secure which a lien is hereby created on the mortgaged premises and on the income therefrom which lien is prior to the lien of any other indebtedness hereby secured, and out of the income retain reasonable compensation for itself, pay insurance premiums, taxes and assessments, and all expenses of every kind, including attorneys' fees incurred in the exercise of the powers herein given, and from time to time apply any balance of income not, in its sole discretion, needed for the afore said purposes, first on the interest and then on the principal of the indebtedness hereby secured, before or after any decree of foreclosure, and on the deficiency in the proceeds of sale, if any, whether there be a decree in personam therefor or not. Whenever all of the indebtedness secured hereby is paid, and the Mortgagee, in its sole discretion, feels there is no substantial uncorrected default in performance of the Mortgagee's agreements herein, the Mortgagee, on satisfactory evidence thereof, shall relinquish possession and pay to the Mortgagor any surplus income in its hands. The possession of Mortgagee may continue until all indebtedness secured hereby is paid in full or until the delivery of a Master's Deed or Special Commissioner's Deed pursuant to a decree foreclosing the lien hereof, but if no deed be issued then until the expiration of the statutory period during which it may be issued. Mortgagee shall, however, have the discretionary power at any time to refuse to take or to abandon possession of said premises without affecting the lien hereof. Mortgagee shall have all powers, if any, which it might have had without this paragraph. No suit shall be sustainable against Mortgagee based upon act or omission relating to the subject matter of this paragraph unless commenced within sixty (60) days after Mortgagee's possession ceases.

TATE ron, including all A, gas, air condi vation or thereon window shades, which are declared ds and the rents, gce, whether now erty, or any part or which may be issues and profits- sure decree, and l the avails there- lusive possession is to it, terminate se such measures

TO HAVE AND TO HOLD the said property, with said buildings, improvements, fixtures, appurtenances, apparatus and equipment unto said Mortgagee forever, for the uses 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 Mortgagor does hereby release and waive.

TO SECURE the payment of a certain indebtedness from the Mortgagor to the Mortgagee evidenced by a note made by the Mortgagor in favor of the Mortgagee, bearing even date herewith, in the sum of Nine Thousand Eight Hundred and 00/100 Dollars (\$ 9,800.00) which note,

together with interest thereon as provided by said note, is payable in monthly installments of Two Hundred Eleven and 43/100 Dollars (\$ 211.43 on the 1st day of each month, commencing with September 1, 1990 until the entire sum is paid.

To secure performance of the other agreements in said note, which are hereby incorporated herein and made a part hereof, and which provide, among other things, for an additional monthly payment of one-twelfth (1/12th) of the estimated annual taxes, assessments, insurance premiums and other charges upon the mortgaged premises. Said funds may be commingled with other funds of the Mortgagee and shall not bear interest. And to secure possible future advances as hereinafter provided and to secure the performance of the Mortgagor's covenants herein contained.

90367592

Property of Cook County Clerk's Office

DEPT-01 RECEIVING \$12.00
1#5555 FAX: 312/31790 10:05:00
45144 # 367592
COOK COUNTY RECORDER

Notary Public

GIVEN under my hand and notarial seal, this _____ day of _____, A. D. 19____, for the uses and purposes therein set forth, Corporation to said instrument as the free and voluntary act and as the free and voluntary act of said Corporation, there acknowledged that _____ in execution of the corporate seal of said Corporation, did affix the corporate seal of said Corporation, for the uses and purposes therein set forth; and the said Secretary then and such 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 Corporation, who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as Secretary of said Corporation, respectively, appeared before me this day in

President of _____ in the State aforesaid, DO HEREBY CERTIFY THAT _____ a Notary Public in and for said County,

STATE OF ILLINOIS,
COUNTY OF _____
SS: _____

ATTEST
Secretary _____
By _____ President
each case, these presents to be signed by its Secretary this _____ day of _____, A. D. 19____
President and its corporate seal to be hereunto affixed and

90367592

UNOFFICIAL COPY

In TESTIMONY WHEREOF the undersigned

hath caused these presents to be signed by its Secretary this day of _____, A. D. 19____
President and its corporate seal to be hereunto affixed and attested by its Secretary this day of _____, A. D. 19____

ATTEST

.....
Secretary

By _____
President

STATE OF ILLINOIS,)
COUNTY OF _____) SS.

I, _____, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY THAT

..... President of _____
and Secretary of said Corporation, who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such President, and Secretary, 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 Corporation, for the uses and purposes therein set forth; and the said Secretary then and there acknowledged that as custodian of the corporate seal of said Corporation, did affix the corporate seal of said Corporation to said instrument as own free and voluntary act and as the free and voluntary act of said Corporation, for the uses and purposes therein set forth.

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

.....
Notary Public

Property of Cook County Clerk's Office

DEPT-0 6506100- 112 01
T#5551 1600 01-31/90 10 05 00
65144 # 4-20-367592
COOK COUNTY RECORDER

910367592

1600

90367592

A. THE MORTGAGOR COVENANTS

(1) To pay immediately when due and payable all general taxes, special taxes, special assessments, water charges, sewer service charges and other taxes and charges against the mortgaged premises, including those heretofore due (the monthly payments provided by and note in confirmation of such taxes and charges to be applied thereto), and to furnish the Mortgagee, upon request, with the original or duplicate receipt therefor, and all such items extended against said property shall be conclusively deemed valid for the purpose of this requirement;

(2) To keep the improvements now or hereafter situated upon the mortgaged premises insured against loss or damage by fire, lightning, wind, rain and such other hazards, including liability under laws relating to intoxicating liquors and including hazards not now contemplated by the Mortgagee, and to cause a policy or policies to be secured against such underwrites providing for payment by the insurer of the full amount of the loss or damage sustained by the insured, and to pay in full the indebtedness incurred therefor, such company, companies, amounts, conditions, coverages and amounts of such form as shall be satisfactory to the Mortgagee, until and unless the same shall be paid or in the case of foreclosure until expiration of the period of redemption, such an amount payable to the Mortgagee, and the original and renewal policies shall be delivered to said party by the Mortgagee and shall contain a clause in favor of the Mortgagee, making the proceeds of the Mortgagee's interest may appear, and in case of foreclosure such proceeds to be payable to the owner of the mortgaged premises, and in the event of any such insurance policy or policies, or any part thereof, which shall be in force at the time of the Mortgagee's foreclosure, the Mortgagee shall be entitled to demand and receive from the insurer the full amount of such proceeds, and the Mortgagee shall be entitled to apply the net proceeds of any such insurance to the discharge of any and all indebtedness secured by the mortgage on the mortgaged premises, or to the indebtedness of the Mortgagee, and any surplus shall be paid to the mortgagor, and the Mortgagee shall be entitled to the indebtedness hereby secured, but not vice versa; the Mortgagee from and after the date of such payment into the indebtedness as paid in full.

(3) To complete within a reasonable time any building or improvement now or at any time in process of erection upon the mortgaged premises, but nothing herein contained shall be construed as authorizing any such work without the prior written consent of the Mortgagee.

(4) To promptly repair, replace, reconstruct and improve any improvement now or hereafter on the mortgaged premises which may become damaged or destroyed.

(5) To keep the mortgaged premises insured against fire and lightning, and free from any mechanical or other lien or claim of lien not expressly subordinated to the lien hereof.

(6) Not to suffer or permit any unlawful lien or any lien to exist on the mortgaged premises nor to diminish or impair the value by any act or omission thereof.

(7) To comply with all requirements of law with respect to the mortgaged premises and the use thereof.

(8) Not to suffer or permit any of the mortgaged premises of the Mortgagee being first had and obtained for any use of the mortgaged premises, or any part thereof, other than that for which it was used, and (b) any alteration, addition, demolition, removal or sale of any improvement on the mortgaged premises, or any part thereof, or any equipment now or hereafter upon the mortgaged premises, for a purpose other than that for which it was used, or any equipment now or hereafter upon the mortgaged premises, (d) a sale, transfer or a change of ownership of any part of the mortgaged premises, where this mortgage is to continue in full force and effect after such a change of ownership.

(9) That if the Mortgagor shall procure a policy of life insurance upon his life and disability insurance for loss of time by accidental injury or sickness, or other such contract insuring the Mortgagee as beneficiary, the Mortgagee may pay the premiums for such insurance and such payment shall be applied to the principal indebtedness covered 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.

B. THE MORTGAGOR FURTHER COVENANTS:

(1) That in the case of failure to perform any of the covenants herein, the Mortgagee may do on the Mortgagor's behalf everything so covenanted; that the Mortgagee may also do any act it may deem necessary to protect the lien hereof; that the Mortgagee will repay upon demand any moneys paid or disbursed by the Mortgagee for any of the above purposes and such moneys together with interest thereon shall bear interest at the rate payable from time to time on outstanding principal under the Note unless payment of interest at such rate would be contrary to applicable law, in which event such amount shall bear interest at the highest rate permissible under applicable law shall become so much additional indebtedness hereby secured and may be included in any decree foreclosing this mortgage and be paid out of the proceeds of sale of the mortgaged premises if not otherwise paid, that it shall not be obligatory upon the Mortgagee to acquire into the validity of any lien, encumbrance, or claim in advancing moneys as above authorized, but nothing herein contained shall be construed to deprive the Mortgagee of any moneys for any purpose nor to do any act hereunder, and that Mortgagee shall not incur any personal liability by virtue of anything it may do or omit to do hereunder.

(2) That it is the intent hereof to secure payment of said note whether the same amount shall have been advanced to the Mortgagor at the date hereof or at a later date, or having been advanced, shall be repaid in part and further advances made at a later date, which advances shall be made separately to make the principal sum of the indebtedness prior to the original principal amount plus any amount of account, that may be added to the mortgage indebtedness under the terms of this mortgage for the purpose of protecting the mortgaged premises under the Mortgagee's lien hereof.

(3) That in the event the ownership of the mortgaged premises or any part thereof becomes vested in a person other than the Mortgagor, the Mortgagee may without notice to the Mortgagor deal with such moneys or interest as necessary in order to refer once to the mortgage and the debt hereof as if they were the same in manner with the Mortgagor, and may foreclose thereon or may extend time for payment of the debt hereby secured without affecting the validity of the mortgage or in any way affecting the liability of the Mortgagor hereunder or upon the debt hereby secured.

(4) That time of the essence of this mortgage shall be made in performance of any covenant herein contained or in making any payment under and note an obligation of the Mortgagor, and in the event of any proceedings being instituted to enforce any other lien or charge upon the mortgaged premises or any part thereof, or upon the estate of any proceeding under the National Bankruptcy Act by or against the Mortgagor or of the Mortgagor, the Mortgagor shall make an assignment for the benefit of his creditors or if his property is paid in full under such proceedings, shall make an assignment of the property of the Mortgagor, or if the Mortgagor in violation any of the mortgaged premises, then and in any of the events herein provided for, the Mortgagee, hereby authorized and empowered, at its option, and without affecting the benefit to be realized by the mortgagor, to cause any part of the Mortgagee hereunder, to declare, without notice all or any part of the mortgage indebtedness to be in default, and such default shall be deemed by Mortgagee, and apply toward the payment of the mortgage indebtedness, and the Mortgagee shall be entitled to the mortgaged premises, and the Mortgagee may also cause the mortgaged premises to be sold, and the proceeds of such sale to be applied to the payment of the mortgage indebtedness without affecting the validity of the mortgage.

(5) That upon the commencement of any foreclosure proceeding hereunder, the court in which such bill is filed may at any time, either before or after the sale, and without notice to the Mortgagor, or any party claiming under him, and without regard to the solvency of the Mortgagor or the then value of the mortgaged 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 collect the rents, issues and profits of the mortgaged 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 Master's sale, towards the payment of the mortgage, and such rents, issues and profits when collected, may be applied before as well as after the Master's sale, towards the payment of the mortgage, and such receiver, or on any deficiency decree whether there be a deficiency 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 deed in case of sale, but if no deed be issued, until the expiration of the statutory period during which it may be used and no lease of the mortgaged premises shall be published by the appointment of entry in possession of a receiver but he may elect to terminate any lease junior to the lien hereof, and upon foreclosure of the mortgaged 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 payable from time to time on outstanding principal under the Note unless payment of interest at such rate would be contrary to applicable law, in which event such amount shall bear interest at the highest rate permissible under applicable law which may be paid or incurred by or on behalf of the Mortgagee for attorneys' fees, Mortgagee's fee, appraisers' fees, costs, for exhibits attached to pleadings, documentary and expert evidence, stenographer's fees, Master's fee, and commissions, court costs, publication costs and costs which may be estimated as to and include items to be expended after the entry of the decree of foreclosure, such abstract of title, title heard by a commission and reports, guaranty policies, Torrens certificates and similar data and assurances with respect to title as Mortgagee may reasonably deem necessary or to prosecute such suit or to evidence to bidders at any sale held pursuant to such decree the true title to said premises, all of which items together with interest as herein provided shall be immediately due and payable by the Mortgagor in connection with (a) any proceeding, including probate or bankruptcy proceedings to which either party hereto shall be a party by reason of this mortgage or the note hereby secured, (b) preparation for the commencement of any suit for the foreclosure hereof after the accrual of the right to foreclose, whether or not actually commenced and (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 mortgaged premises or the security hereof. In the event of a foreclosure sale of the mortgaged premises there shall first be paid out of the proceeds thereof all of the above items, then the entire indebtedness whether due and payable by the terms hereof or not 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;

UNOFFICIAL COPY

NOTARY PUBLIC, STATE OF ILLINOIS
JENNINE M. LEWIS
OFFICIAL SEAL

Notary Public

Jennine M Lewis

20th July A.D. 18 90

My Commission Expires *Dec 2, 1990*

GIVEN under my hand and Notarial Seal, this
the right of homestead.
free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of
before me this day in person and acknowledged that
personally known to me to be the same person (s) whose name(s) (is) (are) subscribed to the foregoing instrument, appeared
DO HEREBY CERTIFY, THAT
the undersigned
a Notary Public, in and for said County, in the State aforesaid,
ROBERT J MOORE (divorced and not since remarried)

90267592

STATE OF ILLINOIS,
COUNTY OF Cook
ROBERT J MOORE
Robert Moore

(SEAL) (SEAL)
(SEAL) (SEAL)

day of July A.D. 18 90

IN WITNESS WHEREOF, the undersigned have hereunto set their hands and seals, this 20th

This instrument was prepared by
Glenview State Bank
By *Glenview State Bank*
800 Waukegan Road
Glenview, Illinois 60025

(9) The mortgagor waives any and all rights of redemption from any order or decree of foreclosure of this mortgage on its own behalf and on behalf of each and every person, except debtor, who may acquire an interest in or title to the premises subsequent to the date of this mortgage.

(8) In the event the mortgagor sells the property described in this instrument without the prior approval in writing by the mortgagor, then at the option of the mortgagee, the debt incurred by this instrument shall immediately become due and payable.

The amount of the indebtedness shall be delivered to the Mortgagee or his assignee.

(7) In case the mortgaged premises, or any part thereof, shall be taken by condemnation, the Mortgagee is hereby empowered to collect and receive all compensation which may be paid for any property taken or for damages to any property not taken and all condemnation compensation so received shall be forthwith applied by the Mortgagee as it may elect to the immediate reduction of the indebtedness secured hereby and in such event, the balance of the indebtedness secured hereby shall at the election of the Mortgagee become immediately due, or to the repair and restoration of any property so damaged, provided that any excess over the amount of the indebtedness shall be delivered to the Mortgagee or his assignee.

(6) That each right, power and remedy herein conferred upon the Mortgagee is cumulative of every other right or remedy of the Mortgagee, whether herein or by law conferred, and may be enforced concurrently therewith; that no waiver by the Mortgagee of performance of any covenant herein or in said note contained shall thereafter in any manner affect the right of the Mortgagee to require or to 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 plural; that all rights and obligations under this mortgage shall extend to and be binding upon the respective heirs, executors, administrators, successors and assigns of the Mortgagee and the successors and assigns of the mortgagor; and that the powers herein mentioned may be exercised as often as occasion therefor arises.

(5) The Mortgagee shall be entitled to receive and retain the principal and interest due thereon up to the time of such sale, and the surplus, if any, shall be paid to the mortgagor, and the purchaser shall not be obliged to see to the application of the purchase money.

(4) That each right, power and remedy herein conferred upon the Mortgagee is cumulative of every other right or remedy of the Mortgagee, whether herein or by law conferred, and may be enforced concurrently therewith; that no waiver by the Mortgagee of performance of any covenant herein or in said note contained shall thereafter in any manner affect the right of the Mortgagee to require or to 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 plural; that all rights and obligations under this mortgage shall extend to and be binding upon the respective heirs, executors, administrators, successors and assigns of the Mortgagee and the successors and assigns of the mortgagor; and that the powers herein mentioned may be exercised as often as occasion therefor arises.

(3) In the event the mortgagor sells the property described in this instrument without the prior approval in writing by the mortgagor, then at the option of the mortgagee, the debt incurred by this instrument shall immediately become due and payable.

(2) The mortgagee waives any and all rights of redemption from any order or decree of foreclosure of this mortgage on its own behalf and on behalf of each and every person, except debtor, who may acquire an interest in or title to the premises subsequent to the date of this mortgage.