

UNOFFICIAL COPY

MORTGAGE

THIS INDENTURE WITNESSETH that the undersigned MARIANNE PHILBIN, a spinster and
ELLEN E. SALES, a spinster
of Chicago, County of Cook, State of Illinois
hereinafter referred to as the Mortgagors, do hereby convey and Warrant to the SOAK TRUST
AND SAVINGS BANK, an Illinois Banking Corporation having an office and place of business at
1000 N. Rush Street, Chicago, Illinois 60611, hereinafter referred to as the Mortgagee, the
following real estate situate in the County of Cook, State of Illinois, to
wit:

UNIT 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100 IN THE ADJUDGED COURT CONDOMINIUMS AS DELINEATED ON A
PLAN OF CONDOMINIUM SUBDIVISION OF REAL ESTATE
A PART OF WHICH IS A PART OF THE 15 COUNTY CLERK'S DIVISION OF BLOCK 43 IN
SECTION 29, TOWNSHIP 37 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN; ALSO COMPRISING LOTS 1 AND 2 OF
BLOCK 43 IN SECTION 29, TOWNSHIP 37 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN; ALSO COMPRISING LOTS 3, 4 AND 13 IN COUNTY
CLERK'S DIVISION OF REAL ESTATE, ALSO A PART OF THE EAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 29,
TOWNSHIP 37 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS,
WHICH SAID CONDOMINIUM SUBDIVISION IS RECORDED AS DOCUMENT NUMBER
11-29-315-039, 053, 068, 069 AND 087

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THIS MORTGAGE IS SUBORDINATE TO THE LIEN OF MORTGAGE
DATED 10-11-91 IN THE AMOUNT OF \$152800.00 AND RECORDED
AS DOC. # 91541010

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.

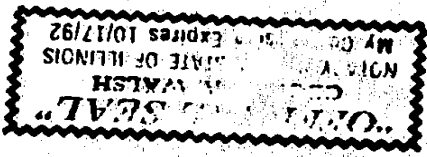
This Mortgage is given to secure: (1) The payment of a certain indebtedness payable to
the order of the Mortgagee, evidenced by the Mortgagors Note of even date herewith in the
Principal sum of NINETEEN THOUSAND ONE HUNDRED AND NO/100
Dollars (\$19,100.00), together with interest
in accordance with the terms thereof; (2) any additional advances made by 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. It is provided, however, that the total indebtedness outstanding at any one time
and secured hereby shall in no event exceed NINETEEN THOUSAND ONE HUNDRED AND NO/100
and no/100 Dollars (\$19,100.00).

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, 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 and
repair; (6) To comply with all applicable laws, ordinances, rules and regulations of the
nation, state and municipality, and neither to use nor permit the property to be used for

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14-29-315-034, 14-29-315-053, 14-29-315-068, 14-29-315-074, 14-29-315-084 & 14-29-315-085



OAK TRUST AND SAVINGS BANK
1000 N. Rush Street
Chicago, Illinois 60611

Marienne Philbin
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Given under my hand and Notarial Seal this _____ day of _____ A.D. 1991.
personally known to me to be the same person(s) whose name(s) 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.

I, a Notary Public, in and for the said county in the state aforesaid do hereby certify that MARIENNE PHILBIN AND LLOYD R. SACHS

STATE OF ILLINOIS
COUNTY OF COOK

LLOYD R. SACHS
(Seal)

MARIENNE PHILBIN
(Seal)

1991 OCT 16 PM 3:02

IN WITNESS WHEREOF the Mortgagors have hereunto set their hands and seals this _____ day of OCTOBER, A.D. 1991.

If there be only one mortgagor, all plural words herein referring to mortgagors shall be construed in the singular.
To see to the application of the purchase money.
If any, shall be returned to the Mortgagors. The purchaser at said sale shall have no duty Sale; there shall next be paid the indebtedness secured hereby, and finally the surplus, the complete title of said premises, including the foreclosure decree and certificate of completion an abstract of title, title guaranty policy or Torrens certificate showing taxes or other liens or assessments, or title costs, master's fees and costs of procuring advertising, selling and conveying said premises, all sums advanced for court costs, any proceeds of such sale a reasonable sum for plaintiff's attorney's fee and all expenses of and upon foreclosure and sale of said premises shall first be paid out of the protection and preservation of the property, including the expenses of such receivership; or any deficiency decree, costs, taxes, insurance or other items necessary for the before or after any foreclosure sale, may be applied toward the payment of the indebtedness statutory period of redemption, and such rents, issues and profits, when collected either 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 in which such suit is filed may at any time, either before or after sale and without notice Mortgagors; (11) That upon the commencement of any foreclosure proceeding here to the court reference to this mortgage and the indebtedness hereby secured in the manner as with any part thereof becomes vested in a person or persons other than the Mortgagors, the 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 shall at any time thereafter be held to be a waiver of the terms hereof, or of any Note and no waiver of any right or obligation hereunder or of the obligations secured hereby Mortgage; (9) That time is of the essence of this mortgage and of the Note secured hereby or conveyance of said property will be made without the prior written consent of the Lien of this mortgage, except as aforesaid, and to pay when due any indebtedness which may any unlawful purpose: (7) To keep the mortgaged premises free from liens superior to the

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