

UNOFFICIAL COPY

Mortgage

91084310

THIS INDENTURE WITNESSETH: That the undersigned,

BARBARA ANN SMITH (Divorced and not since remarried)

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

91084310

GLENVIEW STATE BANK

a banking corporation organized and existing under the laws of the State of Illinois, hereinafter referred to as the Mortgagor, 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:

LOT 184 IN EUGENIA BEING A SUBDIVISION OF PART OF THE
NORTH WEST 1/4 OF THE SOUTH WEST 1/4 AND PART OF THE SOUTH
WEST 1/4 OF THE SOUTH WEST 1/4 AND PART OF THE SOUTH EAST
1/4 OF THE SOUTH WEST 1/4 OF SECTION 12, TOWNSHIP 41
NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN
COOK COUNTY, ILLINOIS.

Permanent Real Estate Index Numbers: 09-12-310-014
Address of Property: 2525 ALLISON CT
GLENVIEW, IL. 60025

DEPT-01 RECORDING \$15.00
T#2222 TRAN 5407 02/22/91 15:12:00
M489 # 91-084310
COOK COUNTY RECORDER

THIS IS A JUNIOR MORTGAGE ON THE ABOVE REAL ESTATE

TOGETHER with all buildings, improvements, fixtures or appurtenances now or hereafter erected thereon, including all apparatus, equipment, fixtures, or articles, whether in single units or centrally controlled, used to supply heat, gas, air conditioning, water, light, power, refrigeration, ventilation or otherwise and any other thing now or hereafter therein or thereon the furnishing of which by lessors to lessees is customary or appropriate, including screens, venetian blinds, window shades, storm doors and windows, floor coverings, screen doors, in-a-door beds, awnings, stoves and water heaters (all of which are declared to be a part of said real estate whether physically attached thereto or not) and also together with all easements and the rents, issues and profits of said premises which are hereby pledged, assigned, transferred and set over unto the Mortgagor, whether now due or hereafter to become due under or by virtue of any lease or agreement for the use or occupancy of said property, or any part thereof, whether said lease or agreement is written or verbal and whether it is now or may be hereafter existing or which may be made by the Mortgagor under the power herein granted to it; it being the intention hereof (a) to pledge said rents, issues and profits on a parity with said real estate and not secondarily and such pledge shall not be deemed merged in any foreclosure decree, and (b) to establish an absolute transfer and assignment to the Mortgagor of all such leases and agreements and all the avails thereunder, together with the right in case of default, either before or after foreclosure sale, to enter upon and take exclusive possession of, manage, maintain and operate said premises, or any part thereof, make leases for terms deemed advantageous to it, terminate or modify existing or future leases, collect said avails, rents, issues and profits regardless of when earned and use such measures whether legal or equitable as it may deem proper to enforce collection thereof, employ renting 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 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 aforesaid purpose, 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 Mortgagor, in its sole discretion, feels there is no substantial uncorrected default in performance of the Mortgagor's agreements herein, the Mortgagor, on satisfactory evidence thereof, shall relinquish possession and pay to Mortgagor any surplus income in its hands. The possession of Mortgagor 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 in no deed be issued then until the expiration of the statutory period during which it may be issued. Mortgagor 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. Mortgagor shall have all powers, if any, which it might have had without this paragraph. No suit shall be sustainable against Mortgagor based upon acts or omissions relating to the subject matter of this paragraph unless commenced within sixty (60) days after Mortgagor's possession ceases.

TO HAVE AND TO HOLD the said property, with said buildings, improvements, fixtures, appurtenances, apparatus and equipment unto said Mortgagor 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 Mortgagor evidenced by a note made by the Mortgagor in favor of the Mortgagor, bearing even date herewith, in the sum of Seventeen Thousand Seven Hundred Thirty-Nine and 84/100 Dollars (\$17,739.84), which note, together with interest thereon as provided by said note, is payable in monthly installments of Three Hundred Eighty-Four and 97/100 Dollars (\$384.97) on the 25th day of each month, commencing with March 25, 1991, 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 Mortgagor 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.

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Property of Cook County Clerks Office

Notary Public

GIVEN under my hand and notarized, this day of A.D. 19.....
for the uses and purposes herein set forth,
Corporation to said instrument as own free and voluntary act and as the free and voluntary act of said Corporation,
hereby acknowledged that as custodian of the corporate seal of said Corporation, did affix the corporate seal of said
voluntary act of said Corporation, for the uses and purposes herein set forth; and the said
person and acknowledge, that they signed and delivered the said instrument as their own free and voluntary act and as the free and
such President, and Secretary, respectively, appeared before me this day in
Corporation, who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as
and Secretary of said
President of
in the State aforesaid, DO HEREBY CERTIFY THAT
I, a Notary Public in and for said County,

STATE OF ILLINOIS, COUNTY OF ss.

Secretary

President

By

ATTEST

Attested by its Secretary this day of A.D. 19.....
that caused these presents to be signed by its President and its corporate seal to be hereunto annexed and
In TESTIMONY WHEREOF, the undersigned

94084310

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proceedings to which either party hereto shall be a party by reason of this mortgage or the note hereby secured; (b) preparations 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 aforesaid 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;

(6) That each right, power and remedy herein conferred upon the Mortgagor 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 Mortgagor 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 Mortgagor and the successors and assigns of the Mortgagee; and that the powers herein mentioned may be exercised as often as occasion therefor arises;

(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 Mortgagor or his assignee.

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

(9) The mortgagor waives any and all rights of redemption from sale under any order or decree of foreclosure of this mortgage on its own behalf and on behalf of each and every person, except decree or judgment creditors of the mortgagor, acquiring any interest in or title to the premises subsequent to the date of this mortgage.

This instrument was prepared By

Glenview State Bank

By _____


Robert W. Betel

800 Waukegan Road

Glenview, Illinois 60025

14th

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

February 91
day of A. D. 19.....


Barbara Ann Smith
BARBARA ANN SMITH (SEAL)

(SEAL)

(SEAL)

(SEAL)

STATE OF ILLINOIS, Cook }
COUNTY OF } ss.
.....

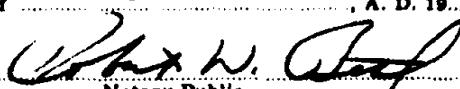
the undersigned

I, a Notary Public, in and for said County, in the State aforesaid,
DO HEREBY CERTIFY, THAT BARBARA ANN SMITH (Divorced and not since remarried)

personally known to me to be the same person (s) whose name(s) (is) (are) subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that signed, sealed and delivered the said instrument as her 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 14th day of February, A. D. 19.....




Robert W. Betel
Notary Public

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Subject to the publication or the purloining.

Without proper procedure the seller may be liable for damages if he fails to give notice of his intent to sell.

the Mortgagor, the Mortgagee may, without notice to the Mortgagor, deal with such accessions or successors as he sees fit.

(2) That it is the intent hereof to secure payment of said note whether it has been advanced or delayed, or at a later date, or before or after the date made at a later date, which advances shall in no event operate to make the principal sum of the indebtedness greater than the amount advanced to it at a previous date, and in no case shall the principal amount plus any amounts due thereon be less than the amount advanced.

(1) That in the case of failure to perform any of the covenants referred to above, the Mortgagor may do on the part of the Mortgagor's, beneficially vesting in the Mortgagor, any money paid or any deman'd necessary to restore the house to its former condition; and

(2) That the Mortgagor may do on the part of the Mortgagor, any damage to the Mortgagor's, beneficially vesting in the Mortgagor, any money paid or any deman'd necessary to repair any damage to the house which interferes with the better enjoyment of the house by the Mortgagor, will bear interest from the date of disbursement until paid or satisfied.

B. THE MORTGAGE FURTHER COVENANTS:

(8) Note to seller or purveyor of premises, without whose written permission the mortgagee being sued had and obtained (a) any use or enjoyment of any purpose other than that in which it is now used (b) any alterations, additions, demolitions, subdivisions, or improvements, removals, or sales of any kind (c) fixtures or equipment, apprentices or apprenticeship agreements, or improvements to be made in or upon any buildings or improvements on the mortgaged premises (d) any transfer, or assignment, or lease of all or part of the interest or title of the mortgagor in or to the mortgaged premises in full force and effect after such a sale, transfer or assignment;

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

(6) Note to user: If you do not permit any modification to acci:
impairies test results or any disturbance to exalt on the more aggregated premises nor to diminish their

(c) To whom, with proper notice and opportunity to be heard, the claim or claim of the party against whom the action is brought may be presented.

(6) The manager or proprietor of a food establishment and every other person who has charge, custody, or control of a food establishment, shall be liable for any damages resulting from any violation of this section.

(4) To promptly repair, restore or rebuild any building or improvement now or hereafter on the mortgagor's premises or the property;

(2) In complete, but matching patterns, the concerned parts of the prior written statement have to be agreed upon before writing them down.

shall not excuse the distributor from marketing all monthly payments until the indebtedness is paid in full.

referred to him by the insurance companies; this insurance coverage of any obligation incurred by the Masteragent or any authority or representative of any of the Masteragents to pay independent expenses of which inaccuracy to the independent expenses referred to the independent expenses of the morettaged mechanics, or to the independent expenses of any subcontractor engaged in the completion of the morettaged work.

Planners, in its discretion, shall claim and demand, and in case of loss or damage, payment, compensation, or reparation, for such articles as may be required to be supplied, or otherwise, and to be delivered, at the time and place of delivery, to the Master-builder, or his successors, or executors, or administrators, in accordance with the terms and conditions of the contract.

such passage may be made of any description, any receiver or any appointment, and may be made in the name of the owner of the property.

absolute package until next year, but then it will be up to the government to decide what to do with it.

by the microfranchisee may be sumptuous either to pay the cost of preparing or maintaining a franchise or to be induced to do so.

here, (2) To keep the improvements mentioned above from becoming hazards, including liability to mixologists under the message of the law.

service charges and other taxes and charges. AGENTS shall not be liable for any taxes and charges imposed by law or regulation on amounts paid to AGENTS.

A. THE MORTGAGE GOVERNANTS;