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CAUTION: Consult a lewyer before using or acting under this form.

				
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THIS INDENTURE, made		19 92, between		
	IE and RUSSELL M. ANDER			
2907 W. Argyle	Street, Unit #D, Chica	go, IL 60625	DEPT-01 RECORDING T#3333 TRAN 3854 09/11/92 14:	\$25 10:0
both bachelors			. T+3333 TRAN 3854 U9/11/92 14: . 49654 + ※一学之一67438	30.
(NO. AND ST	REET) (CITY)	LILLIE, of	COOK COUNTY RECORDER	
	N as to a 50% interest;			
A market and was to be a community and other party and and	and HELEN H. ANDERSEN,		Ad acomusa a	
		(STATE)	92674380	
as to an undivid	led 50% interest		Above Space For Recorder's Use Only	
THAT WHEREAS IN		ie Mortgagee upon the in	nstallment note of even date herewith, in the principal sum DOLLA	of RS
(\$ 70,000.00	, payable to the order of and deliver	ed to the Mortgagee, in an	nd by which note the Mortgagors promise to pay the said princi	ipul
sum and interest at the rate	ar an installments as provided in said r	tote, with a final payment	t of the balance due on the 31.57 day of	
19_2/, and all of said princip	paland interest are made payable in such	aplace as the notices of the aldine T. Lilli	ne note may, from time to time, in writing appoint, and in abserte. 9517 Nora Lane. Indianapolis. IN	nce Ias
to 1/2 the month	ly payment: and Russell	l M. Andersen.	Sr. & Helen H. Andersen. 25835 S. G	Tree
NUW, THEREFORE	, the Mortgap ors to secure the payment	of the said principal sum of	fmoney and said interest in accordance with the terms, provision rein contained, by the Morigogors to be performed, and also leed do by these presents CONVEY AND WARRANT unto the and also their estate, right, title and interest therein, situate, by	ons
consideration of the sum of	One Dollar in lan i paid, the receipt who	ereof is hereby acknowledge	ged do by these presents CONVEY AND WARRANT unto	the
and heing in the	City of Chargo	COUNTY OF	Cook AND STATE OF ILLINOIS, to w	vit:
•	$\mathcal{O}_{\mathcal{K}}$			
•		-	part hereof, marked as Exhibit "A"	
**castle Drive,	Sun Lakes, AZ, as to tr	ie remaining 1/	/2 of the monthly mortgage payment)	
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		C.		
Common ac	ddress: 2907 W. Argyle	Street, Unit #1	r, Chicago, IL 60625	
PIN # 13-	12-317-022-1004			
	the state of the s	of a Marin and an II	C /2	
TOGETHER with all im	einafter described, is referred to herein nprovements, tenements, easements, fix	itures, and appurtenances t	thereto be onling, and all rents, issues and profits thereof for s	54)
lane and during all such times	s as Mortespors may be entitled thereto ((which are pleased primari	rily and on a parky vitil said real estate and not secondarily (an	nd
single units or centrally conti	rolled), and ventilation, including (with	out restricting the foregui	us, air condition? ". "va'er, light, power, refrigeration (whethering), screens, win low shades, storm doors and windows, flow be a part of said real e-us te whether physically attached theret	or to
or not, and it is agreed that a	ilf similar apparatus, equipment or artic	les hereafter placed in the	e premises by Mortga to is or their successors or assigns shall b	X:
considered as constituting part TO HAVE AND TO HO	OLD the premises upto the Mortpages	and the Mortgagee's sucor	essors and assigns, forever, for the purposes, and upon the use	C 5
herein set forth, free from all the Mortgagors do hereby ex	pressly release and waive.		ntion Laws of the State of In the his hich said rights and benefit	i.
	18:		1 M. Andersen, Gr.	
			; on page 2 (the reverse side of this ir ort jage) are lacorporate	-
berein by reference and are a	part bereaf and shall be binding on Mo	rtgagors, their beirs, succe	thors and assigns.	
This mortgage consists of the serious percent by reference and are a	opert hereof and shall be binding on Mo id souj of Mortgagors the day and ye	rtgagors, their beirs, succe	toors and analyse.	~
This mortgage consists of herein by reference and are a Witness the hand an	a part hereof and shall be bladling on Mo id soal of Mortgagors the flay and ye Section 12 C - Collice	rtgagors, their beirs, succe	Russell M. Ardersen, Jan (Son)	1)
This mortgage consists of berein by reference and are a Witness the hand an PLEASE PRINT OR	opert hereof and shall be binding on Mo id souj of Mortgagors the day and ye	etgagors, their helin, succe. sar first above written.	Russell M. Andersen Jr. (Sen)	1)
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This mortgage consists of herein by reference and are a Witness the hand and PLEASE PRINT OR TYPE NAME(S) BELOW SIGNATURE(S) SIGNATURE(S) OFFICIAL SEAL	Richard E. Lillie AM Cook The State aforesaid, DO HEREBY CE Both bachelors	rigagors, their heirs, successar first above written. (Seal) (Seal) (Seal) Ss., RTIFY thatRich.	Russell M. Andersen Jr. (Seal Russell M. Andersen Jr. (Seal [Sear I, the undersigned, a Notary Public in and for said County	d) y ien,

19.95

(CITY) OR RECORDER'S OFFICE BOX NO.

This instrument was prepared by Lawrence Rolla.

June 4

Lawrence Rolla,

Given under my hand and official seal, this

Commission expires __

Mail this instrument to

(NAME AND ADDRESS)
343 S. Dearborn # #1400, Chicago, IL 60604

Chicago

(STATE) ZIP CODE in the second

THE COVENANTS, CONDITIONS AND PROVISIONS REFERRED TO ON PAGE 1 (THE REVERSE SIDE OF THIS MORTGAGE):

- 1. Mortgagors shall (1) promptly repair, restore or rebuild any buildings or improvements now or hereafter on the premises which may become damaged or be destroyed; (2) keep said premises in good condition and repair, without waste, and free from mechanic's or other liens or claims for lien not expressly subordinated to the lien thereof; (1) pay when due any indebtedness which may be secured by a lien or charge on the premises superior to the lien hereof, and upon request exhibit satisfactory evidence of the discharge of such prior lien to the Mortgagee; (4) complete within a reasonable time any building or buildings now or at any time in process of election upon said premises; (5) comply with all requirements of law or municipal ordinances with respect to the premises and the use thereof; (6) make no material alterations in said premises except as required by law or municipal ordinance.
- 2. Mortgagors shall puy before any penalty attaches all general taxes, and shall pay special taxes, special assessments, water charges, sewer service charges, and other charges against the premises when due, and shall, upon written request, furnish to the Mortgagee duplicate receipts therefor. To prevent default hereunder Mortgagors shall pay in full under protest, in the manner provided by statute, any tax or assessment which Mortgagors may desire to contest.
- 3. In the event of the enactment after this date of any law of Illinois deducting from the value of land for the purpose of taxation any lien therein, or imposing upon the Mortgages the payment of the whole or any part of the taxes or assessments or charges or liens become required to be paid by Mortgagers, or changing in any way the laws relating to the taxation of mortgages or debts secured by mortgages or the mortgages interest in the property, or the manner of collection of taxes, so as to affect this mortgage or the debt secured hereby or the holder thereof, then and in any such event, the Mortgagers, upon de nand by the Mortgager, shall pay such taxes or assessments, or reimburse the Mortgages therefor; provided, however, that if in the opinion of counsel for the Mortgager (a) it might be inflawful to require Mortgagers to make such payment or (b) the making of such payment might result in the imposition of interest beyond the maximum amount payable size by laws then and it such event, the Mortgager may elect, by notice in writing given to the Mortgagors, to declare all of the indebtances secured thereby to be and become due and payable sixty (60) days from the giving of such notice.
- 4. If, by the laws of the United States of America or of any state having jurisdiction in the premises, any tax is due or becomes due in respect of the issuance of the note hereby secured, the Mortgagors covenant and agree to pay such tax in the manner required by any such law. The Mortgagors fur her covenant to hold harmless and agree to indemnify the Mortgagee, and the Mortgagee's successors or assigns, against any liability in arrid by reason of the imposition of any tax on the issuance of the note secured hereby.
- 5. At such time as 15. Mortgagors are not in default either under the terms of the note secured hereby or under the terms of this mortgage, the Mortgagors shall have such privilege of making prepayments on the principal of said note (in addition to the required payments) as may be provided in said note.
- 6. Mortgagors shall keer all buildings and improvements now or hereafter situated on said premises insured against loss or damage by fire, lightning and windstorm of our policies providing for payment by the insurance companies of moneys sufficient either to pay the cost of replacing or repairing the same or to pay in full the indebtedness secured hereby, all in companies salisfactory to the Mortgagee, under insurance policies payable, in case of loss or damage, to Mortgagee, such rights to be evidenced by the standard mortgage clause to be attached to each policy, and shall driver all policies, including additional and renewal policies, to the Mortgagee, and in case of insurance about to expire, shall deliver renewal policies not less than ten days prior to the respective dates of expiration.
- 7. In case of default therein, Mortgagee may, but need not, make any payment or perform any act hereinbefore required of Mortgagors in any form and manner deemed expedient, and may, but need not, make full or partial payments of principal or interest on prior encumbrances, if any, and purchase, discharge, control of or settle any tax lien or other prior lien or title or claim thereof, or redeem from any tax sale or forfeiture affecting said premises or contest any tax or assessment. All moneys paid for any of the purposes herein authorized and all expenses paid or incurred in connection therewith, including attorneys fees, and any other moneys advanced by Mortgagee to protect the mortgaged premises and the lien hereof, thall be so much additional indebtedness secured hereby and shall become immediately due and payable without notice and with interest the contraged on account of any default hereunder on the part of the Mortgagors.
- 8. The Mortgagee making any payment hereby authorized relating to taxes or assessments, may do so according to any bill, statement or estimate procured from the appropriate public office without inquiry into the accuracy of such bill, statement or estimate or into the validity of any tax, assessment, sale, forfeiture, tax lien or tide or claim thereof.
- 9. Mortgagors shall pay each item of indebtedness herein mintioled, both principal and interest, when due according to the terms hereof. At the option of the Mortgagee and without notice to Mortgagors, all unpaid indebtedness secured by this mortgage shall, notwithstanding anything in the note or in this mortgage to the contrary, become the and payable (a) immediately in the case of default in making payment of any installment of principal or interest on the note, or (b), when default shall occur and continue for three days in the performance of any other agreement of the Mortgagors herein contained.
- 10. When the indebtedness hereby secured shall become due whether by acceleration or otherwise, Mortgagee shall have the right to foreclose the lien hereof. In any suit to foreclose the lien hereof, there shall or allowed and included as additional indebtedness in the decree for sale all expenditires and expenses which may be paid or incurred by or on behalf of Mortgagee for attorneys' fees, appraiser's fees, outlays for documentary and expert evidence, stenographers' charges, publication costs and costs (which may be estimated as to items to be expended after entry of the decree) of procuring all such abstracts of life, i'de scarches, and examinations, title insurance policies. Torrens certificates, and similar data and assurances with respect to title as Mortgagee may deem to be reasonably necessary either to prosecute such suit or to evidence to bidders at any sale which may be had pursual, to such decree the true condition of the title to or the value of the premises. All expenditures and expenses of the nature in this paragraph mentioned shall become so much additional indebtedness secured hereby and immediately due and payable, with interest thereon at the background shall become so much additional paid or incurred by Mortgagee in connection with (a) any proceeding, including probate and background proceedings, to which the Mortgagee shall be a party, either as plaintiff, claimant or defendant, by reason of this mortgage of any indebtedness hereby secured, or (b) preparations for the commencement of any suit for the foreclosure hereof after accural of such a graph affect the premises or the security hereof.
- 11. 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 to the foreclosure proceedings, including all such items as are rentimed in the preceding paragraph hereof; second, all other items which under the terms hereof constitute secured indebtedness additional to that evidenced by the note, with interest thereon as herein provided; third, all principal and interest remaining unpaid on the note; fourth, any overplus to Mortgagors, their heirs, legal representatives or assigns, as their rights may appear.
- 12. Upon or at any time after the filing of a complaint to foreclose this mortgage the court in which such cothoplaint is filed may appoint a receiver us aid premises. Such appointment may be made either before or after sale, without notice, without is filed may or insolvency of Mortgagors at the time of application for such receiver and without regard to the then value of the primises or whether the same shall be then occupied as a homestead or not, and the Mortgagoe 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 Mortgagors, 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 this 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 application is made prior to foreclosure saic; (2) the deficiency in case of a sale and deficiency.
- 13. No action for the enforcement of the lieg or of any provision hereof shall be subject to any defense which would not be given and available to the party interposing same in an action at law upon the note hereby secured.
- 14. The Mortgagee shall have the right to inspect the premises at all reasonable times and access thereto shall be permitted for that purpose.
- 13: Tire Mortgagors shall periodically deposit with the Mortgagos such sums as the Mortgagee may reasonably require for payment of taxes and assessments on the premises. No such deposit shall been any interest.
- 16 If the payment of said indebtedness or any part thereof be extended or varied or if any part of the security be releases, all persons now or at any time hereafter liable therefor, or interested in said premises, shall be held to assent to such extension, variation or release, and their liability and the lien and all provisions hereof shall continue in full force, the right of recourse against all such persons being expressly reserved by the Mortgagee, notwithstanding such extension, variation or release.
- 17. Mortgagee shall release this mortgage and lien thereof by proper instrument upon payment and discharge of all indebtedness secured hereby and payment of a reasonable fee to Mortgagee for the execusion of such release.
- 18. This mortgage and all provisions hereof, shall extend to and be binding upon Mortgagors and all persons claiming under or through Mortgagors, and the word "Mortgagors" when used herein shall include all such persons and all persons liable for the payment of the indebtedness or any part thereof, whether or not such persons shall have executed the note or this mortgage. The word "Mortgagee" when used herein shall include the successors and assigns of the Mortgagee named herein and the holder or holders, from time to time, of the note secured hereby.
 - 19. This mortgage may be prepaid, in whole of in part, without penalty.

· lawrence Rollu 343 S. Osurborn 7400 Chrospo, H. 60604

UNOFFICIAL COPY

Unit No. D in 2907 Argyle Town Home Condominium as delineated on a survey of the following described real estate: the West 10 feet of Lot 2 and all of Lot 3 in Argylewood, being J.C. Sternheim's Subdivision of the part of Block 18 in Jackson's Subdivision of the SouthEast 1/4 of Section 11. and the SouthWest 1/4 of Section 12, Township 40 North, Range 13, east of the Third Principal Merudian lying east of the Right of Way of the Sanitary District of Chicago, together with its undivided percentage interest in the common elements, all in Cook County, Illinois.

The state of County Clerk's Office

92674280

UNOFFICIAL COPY

Property or Coot County Clert's Office

to: lawrence Rolla 343 5. Dearborn *1400 Chicago, H 60604

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