

UNOFFICIAL COPY

Mortgage

92687069

92687069

THIS INDENTURE WITNESSETH: That the undersigned,

JASSIR DEOL and DEVINDER DEOL (Married to each other),
of the VILLAGE OF WHEELING 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:

UNIT 10A IN CHELSEA COVE CONDOMINIUM AS DELINEATED ON THE SURVEY OF PART OF LOT 1 \$27.50
IN CHELSEA COVE, A SUBDIVISION BEING PART OF LOTS 5, 6 AND 7, TAKEN AS A TRACT, IN 19-19-00
OWNER'S DIVISION OF BUFFALO CREEK FARM, BEING A SUBDIVISION OF PART OF THE SECTIONS 047
2, 3, 4, 9 AND 10, TOWNSHIP 42 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN
IN COOK COUNTY, ILLINOIS (HEREINAFTER REFERRED TO AS PARCEL), WHICH SURVEY IS
ATTACHED AS EXHIBIT 'B' TO DECLARATION OF CONDOINUM MADE BY AMERICAN NATIONAL
BANK AND TRUST COMPANY OF CHICAGO, NATIONAL BANKING ASSOCIATION, AS TRUSTEE UNDER
TRUST AGREEMENT DATED SEPTEMBER 18, 1972 AND KNOWN AS TRUST NUMBER 77166 RECORDED
IN THE OFFICE OF THE RECORDER OF DEEDS OF COOK COUNTY, ILLINOIS AS DOCUMENT
22604309 AS AMENDED FROM TIME TO TIME, TOGETHER WITH ITS UNDIVIDED PERCENTAGE
INTEREST IN SAID PARCEL (EXCEPTING FROM SAID PARCEL ALL THE PROPERTY AND SPACE
COMPRISING ALL THE UNITS THEREOF AS DEFINED AND SET FORTH IN SAID DECLARATION AND
SURVEY).

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 Mortgagee of all such leases and agreements and all the availabilities under, 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 racing 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 aforesaid 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 Mortgagor's agreements herein, the Mortgagee, on satisfactory evidence thereof, shall relinquish possession and pay to 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, and 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 hereon. Mortgagee shall have all powers, if any, which it might have had without this paragraph. No suit shall be sustainable against Mortgagee based upon acts or omissions relating to the subject matter of this paragraph unless commenced within sixty (60) days after Mortgagee's possession ceases.

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 ... **Ten Thousand and 00/100** Dollars (\$ 10,000.00), which note,

together with interest thereon as provided by said note, is payable in monthly installments of ... **Dollars (\$ 207.53)** Two Hundred Seven and 53/100 on the **1st** day of each month, commencing with **September 1, 1992** 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.

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in the State of Idaho, DO HEREBY CERTIFY THAT
I, a Notary Public in and for said County,
President of said Corporation, who are personally known to me to be the same persons whose names are subscribed to the foregoing instruments as
and Secretary of said Corporation, who are personally known to me to be the same persons whose names are subscribed to the foregoing instruments as
President, and
Secretary, respectively, appointed before me this day in
person and acknowledged unto them, signed and delivered the said instrument as their own free and voluntary act and affixed thereto the seal of said
Corporation, who are personally known to me to be the same persons whose names are subscribed to the foregoing instruments as
and Secretary of said Corporation, for the uses and purposes herein set forth
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 herein set forth
GIVEN under my hand and notaria, seal, this day of , A.D. 19.

COUNTY OF
STATE OF ILLINOIS.

SECRETARY **WILLIAMS**

In TESTIMONY WHEREFOR, the undersigned
hath caused these presents to be signed by the
President and the corporate seal to be hereunto affixed and
witnessed by the day of January, A.D. 19

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to receive payment in full or in part before the date of the original payment, whichever is earlier. And as far as possible provide future advances as herewithafter provided and to secure the performance of the obligations, hereinafter referred to herein before mentioned.

Two hundred seven and 53/100 dollars (**) on the day of each month, commencing with September 1, 1992 until the entire sum is paid.

To receive the payment of a certain indebtedness from the Mortgagor to the Mortgaggee evidenced by a note made by the Mortgagor in favor of the Mortgaggee, bearing even date herewith, in the sum of - **Ten Thousand and 00/100** - together with interest thereon as provided by said note, is payable in monthly installments of **Dollars (\$ 10,000.00)**, which note,

expansion law of the state of the system, which said implies and besides said Mortgagor does hereby declare and waive

JUNIOR HIGH SCHOOL ON THE BAY

OUR COUNTY READER

טַבְעָה וִינְדֶּגֶל, יִלְלָה ۹۰۶

COMING UPON 10-1130

Address of Property, B31 OXFORD PL.
DEPT-A1 RECORDINGS
\$29.00
TRN 5874 09/16/98 10:10:00
T19999 REHEEL TING, LL. 60090

१४५

1124

THIS INDEPENDENCE WILL NEVER BE BROKEN UNTIL THE UNDERSTOOD,

9268926

69048926

Moritzae

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In TESTIMONY WHEREOF, the undersigned
hath caused these presents to be signed by its
attested by its Secretary this day of, A. D. 19

President and its corporate seal to be hereunto affixed and

ATTEST

By President
Secretary

STATE OF ILLINOIS, } SS.
COUNTY OF

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, 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

92657069

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proceedings to which either party hereto shall be a party by reason of this mortgage or the note hereby required; (b) preparations for the commencement of any suit for the foreclosure herein 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 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 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 assigns;

(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

Blenview State Bank

By _____

800 Waukegan Road
Blenview, Illinois 60025

92687069

IN WITNESS WHEREOF, the undersigned have hereunto set their hands and seals, this 3rd

day of August, A. D. 1982

Jasbir Deol

(SEAL)

(SEAL)

JASBIR DEOL

Devinder Deol

(SEAL)

(SEAL)

STATE OF ILLINOIS,
COUNTY OF Cook

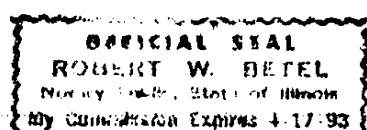
ss.

I, the undersigned, a Notary Public, in and for said County, in the State aforesaid, DO HEREBY CERTIFY, THAT JASBIR DEOL AND DEVINDER DEOL (Married to each other)

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 they signed, sealed and delivered the said instrument as

their 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 3rd day of August, A. D. 1982.



My Commission Expires

Robert W. Betel
Notary Public

FORM 24-92-824

Reorder from ILLIANA FINANCIAL, INC. (312) 500-8000

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(4) That time is of the essence, and in default of any contrary agreement, it shall be construed and enforced in accordance with the law of the State of New York.

(8) That in the event the ownership of the Mortgagor premises or any part thereof or upon the death hereby secured to the Mortgagor, deal with such successor in interest with reference to the Mortgagor, the debt hereby secured to the Mortgagor, deal with the same manner as with the Mortgagor, and may therefor to sue or may extend time for payment of the debt hereby secured without discharging or in any way affect the liability of the Mortgagor hereunder or upon the debt hereby secured;

(2) That it is the intent hereof to execute payment of said note when the entire amount shall have been advanced to the maker for a larger sum of principal plus any amount of interest or expenses that may be added to the mortgagee under the terms of this mortgage for the purpose of protecting the mortgagor from loss by reason of his failure to pay the note when due.

(2) That in this case of failure to perform any of the obligations of the Mortgagor due to any of the causes mentioned above the Mortgagor may do on the part of the Mortgagor, except that the Mortgagor will repay upon demand any amount paid or disbursed by the Mortgagor for the above purposes and such amount necessary to protect the interest of the Mortgagor in the land held by him under his title, the Mortgagor shall bear interest from the date of disbursement until repayment is made.

B. THE MORTGAGEE FURTHER COVENANTS:

(18) *that* in the motor-boat series, *the* *motor-boat* *assumes* *the* *motor-boat* *form* *when* *the* *motor-boat* *is* *not* *in* *use*

(18) Note to the auditor: If it is necessary to make any changes in the financial statements, the auditor should propose such changes to the audit committee prior to the audit. The audit committee may accept or reject the proposed changes. If the audit committee accepts the proposed changes, the auditor should make the changes in the financial statements before the audit is completed.

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

(6) Not to suffer or permit any unlawful use of or any nuisance to exist on the mortgaged premises nor to diminish nor impair the value by any act or omission to act;

(3) To keep the merged premises in good condition and repair, without waste, and free from any mechanical or other

(4) To programme damage or rebuild any buildings or improvements now or hereafter on the mortgaged premises which have been damaged or destroyed;

(3) To demonstrate how economic growth can be sustained over time through the proper use of marketable assets and the proper allocation of labor and capital.

and the claimant's conduct in respect of his or her business or profession, and any other conduct of the claimant which may be relevant to the determination of the claim.

Mr. Morgan, who was available to the writer of this article at the time of his departure from the Commission, said in case of loss under such policies, the Morgan-Keefer is authorized to adjust, any damage or loss sustained by reason of force-majeure conditions and com-

(2) To keep the improvements now or hereafter instituted upon the more targeted premises to intoxicating liquors under laws or明白 has
harm, and such countermeasures as the Master Barber may see fit to take.

(1) To pay immeidately to each and every person who has been taxed and charged more than he ought to be charged for the purpose of this requirement.

A. THE MORTGAGE COVENANTS: