

UNOFFICIAL COPY

92075616

MORTGAGE

THE ABOVE SPACE FOR RECORDER'S USE ONLY

THIS INDENTURE, made January 30, 1992, between Mary M. Diba, a Widow and not remarried, Louise H. Diba, Single and never married and Michael T. Fox, Single and never married (herein referred to as "Mortgagors,") and FIRST COLONIAL BANK NORTHWEST a banking corporation organized under the laws of the State of Illinois, doing business in Wheeling, Illinois, (herein referred to as "Mortgagee,")

WITNESSETH

THAT WHEREAS Mortgagors are justly indebted to Mortgagee in the sum of One Hundred Seventy Four Thousand Seven Hundred Thirteen and 52/100ths--- dollars (\$ 174,713.52--- ) evidenced by a certain Promissory Note of even date herewith executed by Mortgagors, payable to the order of the Mortgagee and delivered, by which Note Mortgagors promise to pay said principal sum and interest on the balance of principal remaining from time to time unpaid at the rate of nine per cent (9.00%) per annum prior to maturity, at the office of Mortgagee in Wheeling, Illinois, in thirty-six successive monthly installments commencing March 1, 1992, and on the same date of each month thereafter, all except the last of said installments to be in the amount of \$ 172,191.77 each, and said last installment to be the entire unpaid balance of said sum, together with interest on the principal of each installment after the original maturity date thereof at 12.00% per annum; together with all costs of collection, including reasonable attorneys' fees, upon default, (hereinafter referred to as the "Note"),

NOW, THEREFORE, the Mortgagors to secure the payment of said Note in accordance with its terms and the terms, provisions and limitations of this Mortgage, and all extensions and renewals thereof, and for the further purpose of securing the payment of any and all obligations, indebtedness and liabilities of any and every kind now or hereafter owing and to become due from the Mortgagors or any of them to the Mortgagee or to the holder of said Note or to the Assignee of the Mortgagee during the term of this mortgage, howsoever created, incurred, evidenced, acquired or arising, whether under the Note or this mortgage or under any other instrument, obligation, contract or agreement of any and every kind now or hereafter existing or entered into between the Mortgagors or any of them and the Mortgagee or otherwise and whether direct, indirect, primary, secondary, fixed or contingent, together with interest and charges as provided in said Note and in any other agreements made by and between the parties herein, and including all present and future indebtedness incurred or arising by reason of the guarantee to be given by Mortgagors or any of them of present or future indebtedness or obligations of third parties to Mortgagee, and of present and future indebtedness originally owing by Mortgagors or any of them to third parties and assigned by said third parties to Mortgagee, and any and all renewals or extensions of any of the foregoing, and the performance of the covenants and agreements herein contained, by the Mortgagors to be performed, and also in consideration of One Dollar in hand paid, the receipt whereof is hereby acknowledged, do by these presents Mortgage and Warrant to the Mortgagee, its successors and assigns, the following described Real Estate in the County of Cook and State of Illinois, to wit:

See attached Exhibit "A"

DEPT-11 RECORD.T \$23.00
T#7777 TRAN 3896 02/05/92 12:28:00
#4630 # -92-075616
COOK COUNTY RECORDER

which, with the property hereinafter described, is referred to herein as the "premises"

TOGETHER with all improvements, tenements, easements, fixtures and appurtenances thereto belonging, and all rents, issues and profits thereof for so long and during all such times as Mortgagors may be entitled thereto (which are pledged, primarily and on a parity with said real estate and not secondarily), and all apparatus, equipment or articles now or hereafter therein or thereon used to supply heat, gas, air conditioning, water, light, power, refrigeration (whether single units or centrally controlled), and ventilation, including (without restriction, the foregoing), screens, window shades, storm doors and windows, floor coverings, inador beds, awnings, stoves and water heaters. All of the foregoing are declared to be a part of said real estate whether physically attached thereto or not, and it is agreed that all similar apparatus, equipment or articles hereafter placed on the premises by the Mortgagors or their successors shall be considered as constituting part of the real estate.

TO HAVE AND TO HOLD the premises unto the Mortgagee, its successors and assigns, forever, for the purposes herein set forth, free from all rights and benefits under and by virtue of the Homestead Exemption Laws of the State of Illinois, which said rights and benefits the Mortgagors do hereby expressly release and waive.

This Mortgage consists of two pages. The covenants, conditions and provisions appearing on page 2 (the reverse side hereof) among other things, require Mortgagors to keep the premises in repair, insured and free of liens and to pay and discharge prior liens and taxes, provide that if not paid by Mortgagors, the costs of such repairs, insurance, prior liens and taxes paid by Mortgagee constitute additional indebtedness secured hereby, provide for tax and insurance deposits, for acceleration of maturity of the Note and foreclosure hereof in case of default and for the allowance of Mortgagee's attorneys' fees and expenses of foreclosure, and are incorporated herein by reference, are a part hereof, and shall be binding on the Mortgagors and those claiming through them.

In the event Mortgagors sell or convey the premises, or if the title thereto or any interest therein shall become vested in any manner whatsoever in any other person or persons other than Mortgagors, Mortgagee shall have the option of declaring immediately due and payable all unpaid installments on the Note and enforcing the provisions of this Mortgage with respect thereto unless prior to such sale or conveyance Mortgagee shall have consented thereto in writing and the prospective purchasers or grantees shall have executed a written agreement in form satisfactory to the Mortgagee assuming and agreeing to be bound by the terms and conditions of said Note and this Mortgage.

Signed and sealed by the Mortgagors the date first above written.

Mary M. Diba (SEAL) Louise H. Diba (SEAL)
Michael T. Fox (SEAL)

STATE OF ILLINOIS ) I, Jean Repp, a Notary Public in and for and residing in said County,
COUNTY OF ) SS in the State aforesaid, DO HEREBY CERTIFY THAT Mary M. Diba, a Widow and not remarried, Louise H. Diba, Single and never married and Michael T. Fox, single and never married, personally known to me to be the same person whose name subscribed to the foregoing

Instrument, appeared before me, this day of January, 1992, and acknowledged that they signed, sealed and delivered the said Instrument as free and voluntary acts, and for the purposes therein set forth, including the release and waiver of all rights under any homestead, exemption and valuation laws.

OFFICIAL SEAL
Notary Public, State of Illinois
My Commission Expires 5/13/95

GIVEN under my hand and Seal this 30th day of January, A.D. 1992.

Jean Repp
Notary Public

NAME First Colonial Bank Northwest
STREET 800 S. Wheeling Road
CITY Wheeling, IL 60090
INSTRUCTIONS
RECORDER'S OFFICE BOX NUMBER

FOR RECORDERS INDEX PURPOSES INSERT STREET ADDRESS OF ABOVE DESCRIBED PROPERTY HERE
15 W. Penny Road
South Barrington, IL

2300

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## EXHIBIT "A"

Beginning at the Northwest corner of the Northwest 1/4 of Section 26, Township 42 North, Range 9, East of the Third Principal Meridian; thence Easterly along the North line of said Section 26, a distance of 466.68 feet; thence Southerly parallel with the West line of said Section 26, a distance of 466.69 feet; thence Westerly parallel with the North line of said Section 26, a distance of 466.68 feet to a point on the West line of said Section 26 that is 466.69 feet Southerly of (measured along said West line) the place of beginning; thence Northerly along said West line, a distance of 466.69 feet to the place of beginning.

Property of Cook County Clerk's Office

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