

# UNOFFICIAL COPY

92152851

## Mortgage

EDWARD R. CASAS and KRISTIN KELLY CASAS (Married to each other) THIS INDENTURE WITNESSETH, That the undersigned,

of the VILLAGE OF WILMETTE

COOK

County of 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:  
LOT 19 IN KING'S VILLAS SUBDIVISION OF LOTS 1,2 AND 3 AND PART OF  
LOT 11 IN CIRCUIT COURT PARTITION OF LOT 4 IN THE WEST 1/2 OF THE EAST  
1/2 OF THE SOUTH OF ROAD IN COUNTY CLERKS DIVISION OF SECTION 33,  
TOWNSHIP 42 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN  
ACCORDING TO THE PLAT THEREOF RECORDED DECEMBER 19, 1922  
AS DOCUMENT NUMBER 7752284 IN COOK COUNTY, ILLINOIS.

Permanent Real Estate Index Number: 05-33-402-019	DEPT-01 RECORDINGS	\$27.00
Address of Property: 122-17TH STREET	198828 TRAN 3026 03/10/92 12:32:00	
WILMETTE, ILLINOIS 60091	#2043 : 1F 2F--92--152851	
	COOK COUNTY RECORDER	

### THIS IS A JUNIOR MORTGAGE ON THE ABOVE REAL ESTATE

TO OBTAIN title to the above improvement, fixtures, and personalty, and to secure payment of the principal sum, interest, and premium, and all other amounts due or to become due, thereon, including all apparatus, equipment, fixtures, or articles, whether in single or in generally centralized used to supply heat, gas, air conditioning, water, light, power, refrigeration, ventilation or otherwise, and any other thing of value or heretofore therein or theron the furnishing of which by lessors to lessees is customary or appears to be so, including such fixtures, window shades, storm doors and windows, door coverings, screen doors, inside and outside hardware, and water fixtures, all of which are declared to be a part of said real estate, whether physically attached thereto or not, together with all documents and the rents, issues and profits of said premises which are hereby pledged, subject to the rights of the Mortgagor, whether now due or hereafter to become due, or for or by virtue of any lease, sublease, assignment, or otherwise, of said property, or any part thereof, whether said lease or agreement is written or verbal, and whether or not it is to be held by the Mortgagor, which may be made by the Mortgagor under the power herein granted to him being the owner of the title to the said rents, issues and profits on a par with said real estate, and not severally and not alone, but also the right to make any foreclosure decree and to establish an absolute transfer and assignment to the Mortgagor of all such rights and agreements, and all the estate therein under, together with the right, in case of default, either before or after notice and demand, to enter upon and take exclusive possession of, manage, maintain and operate said premises, or any part thereof, to collect rents and accounts due to it, terminate or modify existing or future leases, collect said rents, issues and profits, regardless of time, manner and the such measures whether legal or equitable, as it may deem proper to enforce collection thereof, and to employ other employees, allies or repair said premises, buy furnishings and equipment therefor, and to obtain necessary insurance, liability of insurance, and in general exercise all powers ordinarily incident to absolute ownership except as may be necessary for any purpose herein stated to secure which a lien is hereby created on the mortgaged premises, and to do all other acts referred thereto as are prior to the time of any other indebtedness hereby secured, and out of the income arising therefrom, to pay insurance premiums, taxes and assessments and all expenses of every kind and nature arising out of the use of the property herein given, and from time to time apply any balance of income arising in its operation to the need of the above-stated purposes, first on the interest, and then on the principal of the indebtedness hereby created, but if there should be any deficiency in the proceeds of sale, of any, whether there be a default in payment or otherwise, of the indebtedness secured hereby it shall, and the Mortgagor, in its sole discretion, feels this, then convert the same into a deficit in performing of the Mortgagor's agreements herein, the Mortgagor, if satisfactory evidence thereof is furnished, shall pay to Mortgagor any surplus in income in its hands. The possession of Mortgagor may be taken at any time during the period of the mortgage or until the delivery of a Master Deed or Special Commencement Deed, provided that the holder of the instrument of record of the mortgage, shall, however, have the discretionary power, at any time to refuse to take, or to abandon, a possession of the premises without affecting the rights of Mortgagor, shall have all powers, financial and otherwise, that a mortgagee has with respect to the property, and the Mortgagor shall, upon a like summons, be required to the city or county of the place where any day, after Mortgagor's possession ceases.

TO HAVE AND TO HOLD the said property, with said buildings, improvements, fixtures, appurtenances, apparatus and equipment, and all personalty, fixtures, for the uses herein set forth, free from all rights and benefits under the Homestead Exemption Law, in 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 hereto, to the sum of **Thirty Five Thousand Five Hundred and 00/100----- Dollars \$ 35,500.00**, which note, together with interest thereon as provided by said note, is payable in monthly installments of

**Four Hundred Forty Six and 53/100----- Dollars \$ 446.53**,  
on the **15th** day of each month commencing with **March 15, 1992** until the entire sum is paid.

To secure payment of the other agreements herein contained, which are hereby incorporated herein, and made a part hereof, and which, among other things, for an additional principal amount of one-half of 12th of the estimated annual taxes, and such insurance premiums and other charges, from the date of this instrument, Said funds shall be deposited 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.

27E

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Property of Cook County Clerks Office

President, and  
Secretary, respectively, appeared before  
me, and deposed that they signed and delivered the said instrument as their own free and voluntary act  
and that the uses and purposes therein set forth; and the said  
as custodian of the corporate seal of said Corporation, did affix the  
said Corporation, for the uses and purposes herein set forth; and the said  
did intercede that the corporation, did intercede that they signed and delivered the said instrument as their own free and voluntary act  
under my hand and no seal, this  
day of

NOTARY PUBLIC

in the State aforesaid, DO HEREBY CERTIFY THAT

, a Notary Public in and for said County,

and personally known to me to be the same persons whose names are subscribed to the foregoing instrument as  
of incorporation, who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as  
Secretary of said Corporation, President, and  
such person and acknowledge that they signed and delivered the said instrument as their own free and voluntary act and this day in  
Secretary, respectively, prepared before me this day in  
President and Secretary of said Corporation, for the uses and purposes herein set forth; and the said  
Secretary then and  
there acknowledged that  
. a custodian of the corporate seal of said Corporation, did affix the corporate seal of said  
Corporation to said instrument at  
GIVEN under my hand and my seal this  
day of , A.D. 19

ATTTEST

In TESTIMONY WHEREOF, the undersigned  
have caused these presents to be signed by them  
President and the Corporate seal to be hereunto affixed and  
witnessed by me,

A. D. 19

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proceedings to which either party hereto shall be a party by reason of this mortgage or the title hereby secured, the preparation 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 forced 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 in the terms herein set forth and the interest thereon up to the day of such sale, and the excess, 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 Mortgagor, whether herein or by law conferred, and may be exercised independently of, or in addition to, any waiver by the Mortgagor of performance of any covenant herein or in said note or in any instrument thereafter given, or, in any manner affecting the rights of the Mortgagee, to require or to enforce performance of the same. It is agreed further, in regard thereto, that whenever the covenants herein referred to the mortgagee generally, as used hereinafter, shall include the several and individual assignees hereinafter mentioned, that all rights and obligations under this instrument, shall extend to the respective persons, 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 mortgagee becomes, or any participant in the debt becomes, entitled to the Mortgage or thereby comes entitled to collect and receive all compensation which may be paid for any property or interest in any property held, taken and all judgmental or 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 mortgagee sells the property herein described, any participant with whom he has a right to contribute to the mortgagee, then at the option of the mortgagee, the debt incurred by him or his participant shall immediately be due and payable.

(9) The mortgagor waives all and any rights of reentry to him sole under any note, a decree of foreclosure of this mortgage on its own behalf and on behalf of each and every person, except trustee 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

*Maria T. Muriel*

800 Waukegan Road

Glenview, Illinois 60025

30th

IN WITNESS WHEREOF, the undersigned have hereunto set their hands and seals, this  
January 30, 1992

. A. D. 19

day of

*Edward R. Casas*

EDWARD R. CASAS

(SEAL) KRISTIN KELLY CASAS

(SEAL)

*Kristin Kelly Casas*

(SEAL)

(SEAL)

92152551

STATE OF ILLINOIS  
Cook  
COUNTY OF

ss.

the undersigned

I, EDWARD R. CASAS and KRISTIN KELLY CASAS, Notary Public, in and for said County, in the State aforesaid,  
DO HEREBY CERTIFY, THAT

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

free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

30th

January

day of

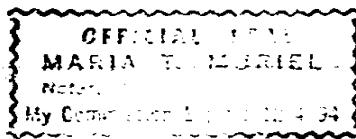
92

. A. D. 19

GIVEN under my hand and Notarial Seal, this

*Maria T. Muriel*  
Notary Public

My Commission Expires



FORM NO. 7-1A

Reorder from ILLIANA FINANCIAL INC. 1010 500-9000

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- ...and the  
other before it after  
the same thing had been done.

responsible, cited reasons why Marriage should be dissolved. Correspondence was exchanged between the parties, and the wife's attorney advised her to file for divorce. The wife filed suit for divorce on January 10, 1955, and the husband filed his answer on January 12, 1955.

That is the reason the weavers do not want to go to the neighborhood premises to buy their raw material.

That is to say, the intent based in some payment of said note whether the entity whom shall have been advanced to the mortgagor for the purpose of paying off the mortgagee and the mortgagor under the terms of this

(1) That in the case of failure to perform any of the covenants set forth in the Mortgages, or, failing to pay, the Mortgagor fails to do on the Maturity Date, payment in full of all sums due under the Mortgages, then the Mortgagor shall be liable to the Mortgagor to pay to the Mortgagor, before judgment, all costs, expenses, and attorney's fees, including reasonable attorney's fees, incurred by the Mortgagor in collecting such amounts.

#### B. THE MORTGAGEE FURTHER COVENANTS:



#### A. THE MORTGAGEUR (Lenders)