

# UNOFFICIAL COPY

344-206-10  
MORTGAGE

DI  
72-70-288

THIS INDENTURE WITNESSETH that the undersigned NANCY M. BECK, a spinster  
of Chicago, County of COOK, State of Illinois  
hereinafter referred to as the Mortgagors, do hereby convey and Warrant to the OAK TRUST  
AND SAVINGS BANK, an Illinois Banking Corporation having an office and place of business at  
1000 N. Rush Street, Chicago, Illinois 60611, hereinafter referred to as the Mortgagee, the  
following real estate situate in the County of COOK, State of Illinois, to  
wit: SEE LEGAL DESCRIPTION ATTACHED HERETO AND MADE A PART HEREOF.

UNIT NUMBER 7E AS DELINEATED ON PLAT OF SURVEY OF THE FOLLOWING  
DESCRIBED PARCEL OF REAL ESTATE (HEREINAFTER REFERRED TO AS 'PARCEL'):

LOTS 12, 13, 14, 15 AND 16 IN ALLMENDINGER'S LAKE SHORE DRIVE ADDITION  
TO CHICAGO, BEING A SUBDIVISION OF PART OF BLOCK 13 OF CANAL TRUSTEES'  
SUBDIVISION OF THE SOUTH FRACTIONAL 1/4 OF SECTION 3, TOWNSHIP 39  
NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, WHICH SURVEY IS  
ATTACHED AS EXHIBIT 'A' TO DECLARATION OF CONDOMINIUM MADE BY CHICAGO  
TITLE AND TRUST COMPANY, A CORPORATION OF ILLINOIS, AS TRUSTEE UNDER  
TRUST AGREEMENT DATED JULY 14, 1969 AND KNOWN AS TRUST NUMBER 53951,  
RECORDED IN THE OFFICE OF THE RECORDER OF DEED OF COOK COUNTY,  
ILLINOIS, AS DOCUMENT NUMBER 22300553, AS AMENDED FROM TIME TO TIME;  
TOGETHER WITH AN UNDIVIDED PERCENTAGE INTEREST IN SAID PARCEL  
(EXCEPTING FROM SAID PARCEL THE PROPERTY AND SPACE COMPRISING ALL THE  
UNITS THEREOF AS DEFINED AND SET FORTH IN SAID DECLARATION AND SURVEY)  
ALL IN COOK COUNTY, ILLINOIS

ADD: Unit #7-E, 200 East Delaware, Chicago, Illinois 60611 - PIN.#17-03-214-014-1133  
TOGETHER with all the buildings and improvements now or hereafter erected thereon and  
all appurtenances, apparatus and fixtures and the rents, issues and profits thereof, of  
every name, nature and kind.

TO HAVE AND TO HOLD the said property unto said Mortgagee forever, for the uses and  
purposes 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 Mortgagors do hereby  
release and waive.

This Mortgage is given to secure: (1) The payment of a certain Indebtedness payable to  
the order of the Mortgagee, evidenced by the Mortgagors' Note of even date herewith in the  
Principal sum of ONE HUNDRED TWENTY THOUSAND AND NO/100  
Dollars ( \$120,000.00 ), together with interest  
in accordance with the terms thereof; (2) any additional advances made by Mortgagee to the  
Mortgagors or their successors in title, prior to the cancellation of this mortgage, and  
the payment of any subsequent Note evidencing the same, in accordance with the terms  
thereof, it is provided, however, that the total indebtedness outstanding at any one time  
and secured hereby shall in no event exceed ONE HUNDRED TWENTY THOUSAND AND  
and no/100 Dollars ( \$120,000.00 ).

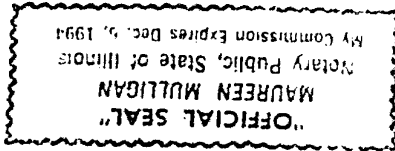
It is the intention heretofore to secure the payment of the total Indebtedness of the  
Mortgagors to the Mortgagee within the limits prescribed herein whether the entire amount  
shall have been advanced to the Mortgagors at the date hereof or at a later date or having  
been advanced shall have been paid in part and future advances thereafter made. All such  
future advances so made shall be liens and shall be secured by this mortgage, and it is  
expressly agreed that all such future advances shall be liens on the property herein  
described as of the date hereof.

THE MORTGAGORS COVENANT: (1) The term "Indebtedness" as herein used shall include all  
sums owed or agreed to be paid to the Mortgagee by the Mortgagors or their successors in  
title, either under the terms of said Note as originally executed or as modified and  
amended by any subsequent Note, or under the terms of this mortgage or any supplement  
thereto or otherwise; (2) To repay to the Mortgagee the Indebtedness secured hereby,  
whether such sums shall have been paid or advanced at the date hereof or at any time  
hereafter; (3) To pay when due all taxes and assessments levied against said property or  
any part thereof, and to deliver receipts therefor to the Mortgagee promptly upon demand;  
(4) To keep the buildings and improvements situated on said property continually insured  
against fire and such other hazards, in such amount and with such carrier as the Mortgagee  
shall approve, with loss payable to the Mortgagee as interest may appear; (5) Neither to  
commit nor to suffer any strip, waste, impairment or deterioration of the mortgaged  
premises or any part thereof, and to maintain the mortgaged premises in good condition and  
repair; (6) To comply with all applicable laws, ordinances, rules and regulations of the  
nation, state and municipality, and neither to use nor permit the property to be used for

44-203-306

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# UNOFFICIAL COPY



Chicago, Illinois 60611  
1000 N. Rush Street  
OAK TRUST AND SAVINGS BANK  
Mail to:  
Frankfort By. A.D. 1992

*Maureen Mulligan*

Given under my hand and Notarial Seal this 7th day of April, A.D. 1992.

Personally known to me to be the same person(s) whose name(s) is subscribed to the foregoing instrument appeared before me this day in person and acknowledged that she signed, sealed and delivered the said instrument as her own free and voluntary act for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

I, a Notary Public, in and for the said county in the state aforesaid do hereby certify that Nancy M. Beck, a spinster

STATE OF ILLINOIS  
COUNTY OF COOK

62235406

(Seal) \_\_\_\_\_  
Nancy M. Beck  
(Seal) \_\_\_\_\_

IN WITNESS WHEREOF the Mortgagors have hereunto set their hands and seals this 7th day of April, A.D. 1992.

If there be only one mortgagor, all plural words herein referring to Mortgagors shall be construed in the singular.  
To see to the application of the purchase money.  
If any, shall be returned to the Mortgagors. The purchaser at said sale shall have no duty to see to the application of the purchase money.  
If there shall next be paid the indebtedness secured hereby, and finally the overplus of the complete title of said premises, including the foreclosure decree and Certificate of Sale; there shall next be paid the Indebtedness secured hereby, and finally the overplus of the complete title of said premises, including the foreclosure decree and Certificate of Sale; or completing an abstract of title, title guaranty policy or Torrens Certificate showing taxes or other liens or assessments, or title costs, master's fees and costs of procuring advertising, selling and conveying said premises, all sums advanced for court costs, any proceeds of such sale a reasonable sum for plaintiff's attorney's fee and all expenses of and upon foreclosure and sale of said premises there shall first be paid out of the protection and preservation of the property, including the expenses of such receivership; or any deficiency decree, costs, taxes, insurance or other items necessary for the before or after any foreclosure sale, may be applied toward the payment of the indebtedness statutory period of redemption, and such rents, issues and profits, when collected either issues and profits of said premises during the pendency of such foreclosure suit, and the to the Mortgagors, appoint a receiver with power to manage, rent and collect the rents, in which such suit is filed may at any time, either before or after sale and without notice Mortgagors; (11) That upon the commencement of any foreclosure proceeding here to the court reference to this mortgage and the indebtedness hereby secured in the manner as with any part thereof becomes vested in a person or persons other than the Mortgagors, the Mortgagee may without notice to the Mortgagors deal with such successor(s) in interest with or conveyance of said property will be made without the prior written consent of the Mortgagee; (9) That time is of the essence of this mortgage and of the Note secured hereby and no waiver of any right or obligation hereunder or of the obligations secured hereby shall at any time thereafter be held to be a waiver of the terms hereof, or of any Note secured hereby, and that the lien of this mortgage shall remain in full force and effect during any postponement or extension of the time of payment of the indebtedness or any part thereof secured hereby; (10) That in the event the ownership of the mortgaged premises or any part thereof becomes vested in a person or persons other than the Mortgagors, the Mortgagee may without notice to the Mortgagors deal with such successor(s) in interest with reference to this mortgage and the indebtedness hereby secured in the manner as with Mortgagors; (11) That upon the commencement of any foreclosure proceeding here to the court in which such suit is filed may at any time, either before or after sale and without notice to the Mortgagors, appoint a receiver with power to manage, rent and collect the rents, issues and profits of said premises during the pendency of such foreclosure suit, and the before or after any foreclosure sale, may be applied toward the payment of the indebtedness or any deficiency decree, costs, taxes, insurance or other items necessary for the protection and preservation of the property, including the expenses of such receivership; and upon foreclosure and sale of said premises there shall first be paid out of the proceeds of such sale a reasonable sum for plaintiff's attorney's fee and all expenses of advertising, selling and conveying said premises, all sums advanced for court costs, any taxes or other liens or assessments, or title costs, master's fees and costs of procuring or completing an abstract of title, title guaranty policy or Torrens Certificate showing the complete title of said premises, including the foreclosure decree and Certificate of Sale; there shall next be paid the Indebtedness secured hereby, and finally the overplus of the complete title of said premises, including the foreclosure decree and Certificate of Sale; if any, shall be returned to the Mortgagors. The purchaser at said sale shall have no duty to see to the application of the purchase money.

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