

UNOFFICIAL COPY

93403458

MORTGAGE

THIS INDENTURE WITNESSETH, that the Mortgagors, JOHN J. GOLKO and CHRISTINE M. GOLKO, husband and wife, each in their own right and as spouse of the other, of the City of Mt. Prospect, County of Cook and State of Illinois, MORTGAGE and WARRANT to:

Security Bank and Trust Co.
400 Market Street
Mt. Carmel, Illinois 62863

hereinafter called Mortgagee, to secure payment of the hereinafter set forth promissory note and loan guaranty, executed by Mortgagors to Mortgagee, to include any extensions or renewals thereof:

A. Promissory Note dated April 28, 1993, from John J. Golko and Christine M. Golko to Security Bank and Trust Co. in the original principal sum of Two Hundred Sixty Six Thousand Dollars (\$266,000.00) payable, together with interest and costs as therein provided, in accordance with the terms and conditions of the Promissory Note.

B. Loan Guaranty Agreement dated April 28, 1993, by John J. Golko and Christine M. Golko, husband and wife, to Security Bank and Trust Co., guaranteeing payment of one certain Promissory Note from Thordarson-Meissner, Inc., a Delaware Corporation, to Security Bank and Trust Co., in the original principal sum of One Hundred Thousand Dollars (\$100,000.00), payable, together with interest and costs as therein provided, in accordance with the terms and conditions of the Promissory Note.

the following described Real Estate, to include all improvements thereon and appurtenances thereto:

Lot 97 in Resubdivision of Lots 1 to 129, inclusive (except Lot 87) in Forest Manor Unit Number 4, being a subdivision in the Southwest Quarter and the South-

THIS PROPERTY INDEX NUMBER IS BEING PROVIDED AT THE CUSTOMER'S REQUEST. THE OFFICE OF THE RECORDER OF DEEDS DISCLAIMS ALL LIABILITY OR RESPONSIBILITY FOR ANY ERROR OR INACCURACY IN THE NUMBER. THE CUSTOMER ACCEPTS ALL RESPONSIBILITY FOR THE CORRECTNESS OF THIS PROPERTY INDEX NUMBER.

93403458

2750 E

UNOFFICIAL COPY

2008/08/08

Property of Cook County Clerk's Office

COOK COUNTY CLERK'S OFFICE
110 N. LAUREL ST. CHICAGO, IL 60602
TEL: 312.603.1000 FAX: 312.603.1001
WWW.COOKCOUNTYCLERK.COM

UNOFFICIAL COPY

east Quarter of Section 25, Township 42 North, Range 11 East, of the Third Principal Meridian, according to plat of said resubdivision registered in the Office of the Registrar of Titles of Cook County, Illinois, on September 14, 1962, as Document Number 2055506.

3-25-408-011-00000
hereby releasing and waiving all the rights under and by virtue of the Homestead Exemption Laws of the State of Illinois, and all rights to retain possession of said premises after any default in payment or breach of the covenants or agreements herein contained.

In the event any interest in and to the real estate above described or any part thereof is transferred, conveyed, sold, leased or assigned, the whole of said principal sum and interest secured by this Mortgage and said promissory note described herein, shall thereupon at the option of said Mortgagee, it's attorneys, successors or assigns, become immediately due and payable, and this Mortgage may be immediately foreclosed to pay the same by said Mortgagee. All other rights granted to said Mortgagee herein in the event of foreclosure shall be applicable.

The Mortgagors are prohibited from making any assignment of this Mortgage or said certain promissory note or any parts thereof and any assignment shall be considered null and void and of no force and effect. This Mortgage is unassumable without the written consent and approval of the Mortgagee, and in the event the real estate for which this Mortgage has been given as collateral is sold or disposed of by the Mortgagors, then the entire indebtedness secured by this Mortgage must be paid in full, or said sale agreed to in writing by the Mortgagee.

BUT IT IS EXPRESSLY PROVIDED AND AGREED that if default be made in the payment of said certain promissory note, or any part thereof, or the interest thereon or any part thereof, at the time and in the manner above specified for the payment thereof, or in case of waste or non-payment of taxes or assessments on said premises, or a breach of any of the covenants or agreements herein contained, then, and in such case, the whole of said principal sum and interest, secured by the said promissory note, in this Mortgage mentioned, shall thereupon at the option of said Mortgagee, its attorneys or assigns, become immediately due and payable, and this Mortgage may be immediately foreclosed to pay the

93403458

UNOFFICIAL COPY

Property of Cook County Clerk's Office

UNOFFICIAL COPY

same by said Mortgagee, its attorneys or assigns, and it shall be lawful for the said Mortgagee, its attorneys or assigns, to enter into and upon the premises hereby granted, or any part thereof, and to receive and to collect all rents, issues and profits thereof.

Upon the filing of any bill to foreclose this Mortgage in any Court having jurisdiction thereof, such Court may appoint any proper person or corporation, Receiver, with power to collect the rents, issues and profits arising out of said premises during the pendency of such foreclosure suit, and until the time to redeem the same from any sale that may be made under any decree foreclosing this Mortgage shall expire, and such rents, issues and profits when collected, may be applied toward the payment of the indebtedness and costs herein mentioned or described. And upon filing a bill to foreclose this Mortgage in any Court of competent jurisdiction, or in case the Mortgagee herein shall be made a party to any suit or proceeding and the legal holder of this Mortgage shall file an answer thereto, then there shall immediately become due and payable an attorney's or solicitor's fee of a reasonable amount, to be taxed as costs in such suit. And upon foreclosure of said premises there shall be paid out of the proceeds of such sale all expenses of advertisement, selling and conveying said premises, and said attorney's or solicitor's fees, to be included in the decree, and all monies advanced for taxes, assessments, insurance and other liens then there shall be paid the principal of said note, whether due and payable by the terms thereof, or not, and the interest thereon.

The said Mortgagors covenant and agree that they will keep all buildings that may at any time be upon said premises insured in such companies as the holder of said notes shall direct, for their full insurance value, and make the loss, if any, payable to, and deposit the policies of insurance with the party of the second part or its assigns, as further security for the indebtedness aforesaid, and on failure of first party to insure and re-insure, the second party may do so and all of the expenses thereof shall become an additional lien under the terms of this Mortgage and shall become due and payable.

It is expressly herein agreed by Mortgagors that no additions, extensions or renewals of the promissory note for which this Mortgage is security shall in any way be construed as a release of this Mortgage and it is further expressly agreed that this Mortgage shall remain a lien upon the above described property until all sums due, pursuant to that certain promissory note described above, and any additions,

93403458

UNOFFICIAL COPY

Property of Cook County Clerk's Office

000000

UNOFFICIAL COPY

extensions or renewals thereof, have been paid in full.

This Mortgage is subordinate and inferior to prior mortgages from Mortgages to Mortgages.

Dated, this 28th day of April, 1993.

John J. Golko
JOHN J. GOLKO

Christine M. Golko
CHRISTINE M. GOLKO

STATE OF ILLINOIS

)
) SS.
)

COUNTY OF WABASH

I, the undersigned, a Notary Public, in and for the said County, in the State aforesaid, do hereby certify that John J. Golko and Christine M. Golko, personally known to me to be the same persons whose names are subscribed to the foregoing instrument appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and Notarial Seal, this 28 day of April, 1993.

Thomas E. Witters
" OFFICIAL SEAL "
THOMAS E. WITTERS
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 6/15/94

(SEAL)

This Instrument Prepared By: E. Michael Witters

Attorney at Law
131 West Fourth Street
Mt. Carmel, Illinois 62863
Telephone: 618-262-8725

DEPT-01 RECORDING \$27.50

T#0000 TRAN 0224 05/27/93 10:40:00

#3188 * -93-403458

COOK COUNTY RECORDER

93403458

UNOFFICIAL COPY

Property of Cook County Clerk's Office

2011/01/20

COOK COUNTY CLERK'S OFFICE
111 N. LAUREL ST. CHICAGO, IL 60602
TEL: 312.603.4000 FAX: 312.603.4001
WWW.COOKCOUNTYCLERK.COM