

UNOFFICIAL COPY

CONV.—ILL. OR IND.

MORTGAGE

RETURN TO: FIRST AMERICAN TITLE INS. CO. 5255 COMMERCE DR. SUITE 1 CROWN POINT IN 48307

93886386

THIS INDENTURE WITNESSETH, THAT THE MORTGAGOR Richard G. Okray and Carol A. Okray, Husband and Wife., as Joint Tenants with right of Survivorship * of the Village of Lansing in the County of Cook and State of Illinois

MORTGAGE AND WARRANT to

FIRST NATIONAL BANK OF ILLINOIS, LANSING, ILLINOIS

a National Banking Association organized and existing under the laws of the United States of America, County of Cook and State of Illinois to secure the payment of A certain promissory note executed by them bearing even date herewith, payable to the

order of the FIRST NATIONAL BANK OF ILLINOIS, LANSING, ILLINOIS, in the Principal sum of One Hundred Twenty-Nine Thousand and No/100 (\$129,500.00)

Dollars and interest on the balance of principal remaining from time to time unpaid at the rate 8.25 per cent per annum in installments as follows: One Thousand Two Hundred Fifty-Six and 34/100 (\$1,256.34) Dollars on the 1st

day of November, 1993, and One Thousand Two Hundred Fifty-Six and 34/100 (\$1,256.34) Dollars on the 1st day of each month thereafter until this note is fully paid except that

the final payment of principal and interest, if not sooner paid, shall be due on the 1st day of October, 2008

All such payments on account of the indebtedness evidenced by this note shall be first applied to interest on the unpaid principal balance and the remainder to principal, the following described real estate to wit:

Parcel 1: Lot 10 in Lansing Court being a Subdivision of that part of the West 17.2004 acres of the Northeast 1/4 of the Southeast 1/4 of Section 30, Township 36 North, Range 15 East of the Third Principal Meridian, lying North of the Northerly line of the Tri-State Highway, according to the plat thereof registered in the Office of the Registrar of Titles in Cook County, Illinois, on August 2, 1973 as Document LR2708374 in Cook County, Illinois

Parcel 2: Easement for Ingress and Egress for the benefit of Parcel 1 as set forth and defined in the Document filed as Number LR2708374 in Cook County, Illinois

P.I.N. 30-30-407-013 3069 Bernice Rd., Lansing, Illinois

The Mortgagor hereby waives any and all right 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.

situated in the County of Cook in the State of Illinois hereby releasing and waiving all rights under and by virtue of the Homestead Exemption Laws of the State of Illinois, and all right to retain possession of said premises after any default in payment or breach of any of the covenants or agreements herein contained.

AND IT IS EXPRESSLY PROVIDED AND AGREED, that if default be made in the payment of the said promissory note, or of 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 of 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 heirs, executors, administrators, attorneys or assigns, become immediately due and payable. And this

mortgage may be immediately foreclosed to pay the same by said mortgagee its heirs, executors,

administrators, attorneys, or assigns. And it shall be lawful for the said mortgagee its heirs, executors, administrators, attorneys or assigns, to enter into and upon the premises hereby granted, or any part thereof, and to receive and collect all rents, issues and profits thereof. The mortgagee may collect a "Late Charge" not to exceed four cents (4¢) for each dollar (\$1.00) for each payment more than fifteen (15) days in arrears, to cover the extra expense involved in handling delinquent payments.

Prepared by: First National Bank of Illinois, 3256 Ridge Rd., Lansing, IL 60438

CF 66586

Deleg # 92704793

93886386

2550

UNOFFICIAL COPY

AS DETERMINED by the Mortgagee from time to time, and in order to provide for the payment of taxes, assessments and insurance premiums required to be paid hereunder by Mortgagee, Mortgagee shall deposit with the holders of the Note, or such other person, firm or corporation as the holders of the Note may designate, on each monthly payment date an amount equal to 1/12th of the annual taxes and assessments levied against the premises and 1/12th of the annual premium on all such insurance as determined by the amount of the last available bills. The monies thus deposited in such tax and insurance reserves are to be held without interest and are to be applied to the payment of such taxes and assessments as the same become due or for renewing insurance policies when the same expire or for payment of premiums thereon, and in the event any deficit shall exist in the amount of such deposits Mortgagee agree to deposit any amount necessary to make up the deficiency. Nothing in this paragraph contained, however, shall relieve Mortgagee from the performance of any other covenants and agreements relative to the payment of taxes, assessments and insurance premiums. In case of default in payment of any monthly installment or in the performance of any of the covenants and agreements of Mortgagee herein contained, the holders of the Note may apply any and all sums then on deposit on account of the indebtedness secured hereby.

IT IS FURTHER UNDERSTOOD AND AGREED THAT: Mortgagee shall (1) promptly repair, restore or rebuild any buildings or improvements now or hereafter on the premises which may become damaged or destroyed; (2) keep said premises in good condition and repair, without waste, and free from mechanic's or other liens or claims for lien not expressly subordinated to the lien hereof; (3) pay when due any indebtedness which may be secured by a lien or charge on the premises superior to the lien hereof, and upon request exhibit satisfactory evidence of the discharge of such prior lien to Mortgagee or to holders of the note; (4) complete within a reasonable time any building or buildings now or at any time in process of erection upon said premises; (5) comply with all requirements of law or municipal ordinances with respect to the premises and the use thereof; and (6) without prior written consent of the holder or holders of the Note being first had and obtained, not make, permit, cause, or contract or agree to, the sale, assignment, transfer or lease of said premises, or any portion thereof or interest therein, and not make any material alteration in said premises except as required by law or municipal ordinance.

The Holders of the Note may elect to accelerate as provided in the Note for breach of this covenant, and no delay in such election after actual or constructive notice of such breach shall be construed as a waiver of or acquiescence in any such conveyance or encumbrance.

UPON THE FILING OF ANY BILL to foreclose this mortgage in any Court having jurisdiction thereof, such Court may appoint any proper person 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 and described. And upon the foreclosure and sale of said premises, there shall be first paid out of the proceeds of such sale all expenses of advertisement, selling and conveying said premises, and reasonable attorneys' or solicitors' fees, to be included in the decree, and all monies advanced for taxes, assessments 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.

DATED, this 4th day of October, A.D. 1993
Richard G. Okray (SEAL)
Carol A. Okray (SEAL)
STATE of Illinois }
COUNTY of Cook } ss. Carol A. Okray (SEAL)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY, that Richard G. Okray and Carol A. Okray

personally known to me to be the same person whose name are subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he 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 4th day of October, A.D. 1993

Corina Castel Rawls
Notary Public
My Commission Expires 5-16-97
Resident of Lake County

This instrument prepared by: Kathleen J. Opiola

Real Estate Mortgage
TO
THE FIRST NATIONAL BANK
OF ILLINOIS
LANSING, ILLINOIS

93ES6386

UNOFFICIAL COPY

KNOW ALL MEN BY THESE PRESENTS, THAT the Assignor, Richard G. Okray and Carol

A. Okray

of the Village of Lansing County of Cook and State of Illinois, in consideration of One Dollar (\$1) and other valuable consideration in hand paid, the receipt of which is hereby acknowledged, does hereby sell, assign, transfer and set over unto the Assignee, First National Bank of Illinois

of the Village of Lansing County of Cook and State of Illinois, his executors, administrators and assigns, all the rents, issues and profits now due and which may hereafter become due under or by virtue of any lease, whether written or verbal, or any letting of, or any agreement for the use or occupancy of any part of the premises hereinafter described, which may have been heretofore or may be hereafter made or agreed to, or which may be made or agreed to by the Assignee under the power herein granted, it being the intention to hereby establish an absolute transfer and assignment of all such leases and agreements and all the avails thereunder unto the Assignee and especially those certain leases and agreements now existing as follows, to-wit:

DATE OF LEASE	LESSEE	TERM	MONTHLY RENT
19__			\$_____
			\$_____
			\$_____
			\$_____
			\$_____
			\$_____
			\$_____
			\$_____
			\$_____
			\$_____

**THIS IS A CERTIFIED
TRUE AND EXACT COPY
OF THE ORIGINAL**

FIRST AMERICAN TITLE INS. CO.
BY Surda (Dove)

such rent being payable monthly in advance upon the property described as follows, to-wit:
Parcel 1: Lot 10 in Lansing Court being a subdivision of that part of the West 17.2004 acres of the Northeast 1/4 of the Southeast 1/4 of Section 30, Township 36 North, Range 15 East of the Third Principal Meridian, lying North of the Northerly line of the Tri-State Highway, according to the plat thereof registered in the Office of the Registrar of Titles in Cook County Illinois, on August 2, 1973 as Document LR2708374 in Cook County, Illinois
Parcel 2: Easement for Ingress and Egress for the benefit of Parcel 1 as set forth and defined in the Document filed as Number LR2708374 in Cook County, Illinois
P.I.N. 30-30-407-013
3069 Bernice Road, Lansing, Illinois

DEPT-01 RECORDING \$25.50
11111 TRAM 3141 11/02/93 13:27:00
#3928 * -93-886386
COOK COUNTY RECORDER

and the Assignor hereby irrevocably appoints the Assignee as his true and lawful attorney to collect all of said avails, rents, issues and profits arising or accruing at any time hereafter, and all now due or that may hereafter become due under each and every the leases or agreements, written or verbal, existing or to hereafter exist, for said premises, and to use such measures, legal or equitable, as in his discretion may be deemed proper or necessary to enforce the payment or the security of such avails, rents, issues and profits, or to secure and maintain possession of said premises or any portion thereof and to fill any and all vacancies, and to rent, lease or let any portion of said premises to any party or parties at his discretion, hereby granting full power and authority to exercise each and every the rights, privileges and powers herein granted at any and all times hereafter without notice to the Assignor, and further, with power to use and apply said avails, issues and profits to the payment of any indebtedness or liability of the Assignor to the Assignee, due or to become due, or that may hereafter be contracted, and also to the payment of all expenses and the care and management of said premises, including taxes and assessments, and the interest on incumbrances, if any, which may in said attorney's judgment be deemed proper and advisable, hereby ratifying all that said attorney may do by virtue hereof.

GIVEN under our hand and seal this 4th day of October 19 93
Richard G. Okray (SEAL) Carol A. Okray (SEAL)

STATE OF Illinois } I the undersigned
County of Cook } ss.
a notary public in and for said County, in the State aforesaid, Do Hereby
Certify that Richard G. Okray and Carol A. Okray

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 the Y signed, sealed and delivered the said instrument as their free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and official seal this 4th day of October 19 93
My Commission Expires: 5-16-97
Resident County of Lake
Corina Castel Ramon
Notary Public Corina Castel Ramon

93860356

UNOFFICIAL COPY

Property of Cook County Clerk's Office

THIS IS A TRUE AND CORRECT COPY OF THE ORIGINAL FILED

COOK COUNTY RECORDER
30433 - 30434
19111 18AM 3100000 1713300
48130

2011/01/11