

UNOFFICIAL COPY

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This Indenture, WITNESSETH, That the Mortgagor, Donald K. Smith and Delores A. Smith, husband and wife, individuals residing in

the Hennepin County of Minnesota and State of Minnesota

Mortgages and Warrants to, First National Bank of Glenwood

A corporation duly organized and doing business under and by virtue of the laws of the State of Wisconsin having its principal office in the city of Glenwood City County of Wisconsin and State of Wisconsin

to secure the payment of a certain indebtedness evidenced by: Promissory Note dated November 25, 1992

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The Following Describes Real Estate, to-wit: An Undivided 2/3 interest in:

Lots 13 and 14, both inclusive, in Block 4 in East Avenue Addition to Oak Park a Subdivision of Blocks 52 to 54, both inclusive, and 59 to 62, both inclusive, in Village of Ridgeland, a Subdivision of the East 1/2 of the East 1/2 of Section 7 and of the Northwest 1/4 and the West 1/2 of the West 1/2 of the Southwest 1/4 of Section 8, Township 39 North, Range 13 East of the Third Principal Meridian, in Cook County, Illinois

Address of above property: 544 West Madison Street, Oak Park, Ill  
Tax No. 16-07-421-012.

situated in the Cook County of Illinois and State of Illinois

This Mortgage, is made, executed and delivered, this 25th day of November, 1992, to secure the sum of seventy-five thousand dollars (\$75,000.00).

The Mortgagor covenant and agree as follows: (1) to pay said indebtedness, and the interest thereon, as herein and in said notes and coupons provided, or according to any agreement extending time of payment; (2) to pay prior to the first day of July in each year, all taxes and assessments against said premises, and on demand, to exhibit receipts thereof; (3) within sixty days after destruction or damage to rebuild or restore all buildings or improvements on said premises that may have been destroyed or damaged; (4) that waste to said premises shall not be committed or suffered; (5) to keep all buildings at any time on said premises insured against loss by fire, in companies to be approved by the said mortgagee to the full insurable value thereof, with the usual mortgage clauses attached, in favor of, and deliver all such policies to said mortgagee; and (6) not to suffer any mechanics or other lien to attach to said premises. In the event of failure to insure, or pay taxes or assessments, the mortgagee, or the holder of said indebtedness, may procure such insurance, or pay such taxes or assessments, or discharge or purchase any tax lien or title affecting said premises, and all money so paid, the mortgagor agrees to repay immediately without demand, and the same, with interest thereon from the date of payment at seven per cent. per annum, shall be so much additional indebtedness secured hereby.

In the Event of a breach of any of the aforesaid covenants or agreements, the whole of said indebtedness, including principal and all earned interest, shall, at the option of the legal holder thereof, without notice, become immediately due and payable, and with interest thereon from time of such breach, at seven per cent. per annum, shall be recoverable by foreclosure hereof, or by suit at law, or both, the same as if all of said indebtedness had then matured by express terms.

It is Agreed by the mortgagor that all expenses and disbursements, paid or incurred in behalf of complainant in connection with the foreclosure hereof—including all allowed Dollars, solicitor's fees, outlays for documentary evidence, stenographer's charges, cost of procuring or completing abstract showing the whole title to said premises embracing foreclosure decree—shall be paid by the mortgagor; and the like expenses and disbursements, occasioned by any suit or proceeding wherein the mortgagee, as such, may be a party, shall also be paid by the mortgagor. All such expenses and disbursements shall be an additional lien upon said premises, shall be taxed as costs and included in any decree that may be rendered in such foreclosure proceeding; which proceeding, whether decree of sale shall have been entered or not, shall not be dismissed, nor a release hereof given, until all such expenses and disbursements, and the costs of suit, including solicitor's fees, have been paid. The mortgagor waives all rights to the possession of, and income from, said premises, pending such foreclosure proceedings, and until the period of redemption from any sale thereunder expires, and agrees that upon the filing of any bill to foreclose this Mortgage Debt, a Receiver shall and may at once be appointed to take possession or charge of said premises, and collect such income, and the same, less receiver's expenditures, including repairs, insurance premiums, taxes, assessments and his commissions, to pay to the person entitled to a deed under the certificate of sale, or in reduction of the redemption money if said premises be redeemed.

And it is Further Mutually Understood and Agreed, By and between the said parties hereto, that the covenants and agree: nts herein contained or entered into hereby, shall apply to, and, as far as the law allows, be binding upon and be for the benefit of the heirs, executors, administrators and assigns of the said parties respectively.

In Witness Whereof,

the Undersigned

hath caused these presents to be signed

on this 25th day of November, 1992

Donald K. Smith  
Donald K. Smith  
Delores A. Smith  
Delores A. Smith

Mail to:  
Chicago title - Hennepin  
222 S. Ninth St. #60  
Minn. MN 55402

50007050

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State of Minnesota }  
Hennepin County, } ss. John M. James

a Notary Public in and for said County in the State aforesaid,

Do hereby Certify, That Donald K. Smith and  
Delores A. Smith

husband and wife personally known to me to be the  
Persons whose names are subscribed to the foregoing

instrument, appeared before me this day in person and severally acknowledged that as such

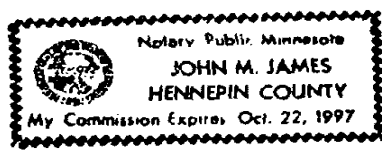
by their free Act and deed they signed and delivered the  
said instrument of writing

for the uses and purposes therein

set forth. Given under my hand this

25<sup>th</sup> day of November A. D. 1992

John M. James



COOK COUNTY, ILLINOIS  
FILED FOR RECORD

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No. \_\_\_\_\_

**MORTGAGE**

\_\_\_\_\_ to \_\_\_\_\_

State of \_\_\_\_\_ ss. No. \_\_\_\_\_  
County, \_\_\_\_\_

This Instrument was filed for record in  
the Recorder's office of \_\_\_\_\_  
County aforesaid, on the \_\_\_\_\_ day  
of \_\_\_\_\_ A. D. 19\_\_\_\_, at  
o'clock \_\_\_\_\_ M., and recorded in Book  
of \_\_\_\_\_ on page \_\_\_\_\_

Recorder: \_\_\_\_\_