

UNOFFICIAL COPY

Mortgage

93043180

THIS INDENTURE WITNESSETH: That the undersigned,

JAMES I. FABRIE and PHYLLIS A. FABRIE (Married to each other)

of the VILLAGE OF GLENVIEW, County of COOK, 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:

SEE RIDER ATTACHED HERETO AND MADE A PART HEREOF

Permanent Real Estate Index Number: 04-25-306-065

Address of Property: 923 WOODLAWN ROAD
GLENVIEW IL 60025

DEPT-01 RECORDINGS \$27.50
T#0000 TRAN 8464 01/19/93 09:34:00
#9692 # *93-043180
COOK COUNTY RECORDER

93043180

Lot 1 in Frake's Subdivision, being a subdivision of the South 144.27 feet of the East 530.35 feet (except the West 150 feet and the East 136.55 feet thereof) of the South half (except that part if any in the South 10 acres) of the North East quarter of the South West quarter of Section 25, Township 42 North, Range 12, East of the Third Principal Meridian,

TO apparatus, painting, the furniture, storm door to be a part, issues and

reason, including all at, gas, air conditioning or thereon s, window shades, which are declared rents and the rents, agee, whether now

due or hereafter to become due under or by virtue of any lease or agreement for the use or occupancy of said property, or any part thereof, whether said lease or agreement is written or verbal and whether it is now or may be hereafter existing or which may be made by the Mortgagee under the power herein granted to it; it being the intention hereof (a) to pledge said rents, issues and profits on a parity with said real estate and not secondarily and such pledge shall not be deemed merged in any foreclosure decree, and (b) to establish an absolute transfer and assignment to the Mortgagee of all such leases and agreements and all the avails thereunder, together with the right in case of default, either before or after foreclosure, to enter upon and take exclusive possession of, manage, maintain and operate said premises, or any part thereof, make leases for terms deemed advantageous to it, terminate or modify existing or future leases, collect said avails, rents, issues and profits regardless of when earned and use such measures whether legal or equitable as it may deem proper to enforce collection thereof, employ renting agencies or other employees, alter or repair said premises, buy furnishings and equipment therefor when it deems necessary, purchase all kinds of insurance, and in general exercise all powers ordinarily incident to absolute ownership, advance or borrow money necessary for any purpose herein stated to secure which a lien is hereby created on the mortgaged premises and on the income therefrom which lien is prior to the lien of any other indebtedness hereby secured, and out of the income retain reasonable compensation for itself, pay insurance premiums, taxes and assessments, and all expenses of every kind, including attorneys' fees incurred in the exercise of the powers herein given, and from time to time apply any balance of income not, in its sole discretion, needed for the aforesaid purposes, first on the interest and then on the principal of the indebtedness hereby secured, before or after any decree of foreclosure, and on the deficiency in the proceeds of sale, if any, whether there be a decree in personam therefor or not. Whenever all of the indebtedness secured hereby is paid, and the Mortgagee, in its sole discretion, feels there is no substantial uncorrected default in performance of the Mortgagor's agreements herein, the Mortgagee, on satisfactory evidence thereof, shall relinquish possession and pay to the Mortgagor any surplus income in its hands. The possession of Mortgagee may continue until all indebtedness secured hereby is paid in full or until the delivery of a Master's Deed or Special Commissioner's Deed pursuant to a decree foreclosing the lien hereof, but if no deed be issued then until the expiration of the statutory period during which it may be issued. Mortgagee shall, however, in its discretionary power at any time to refuse to take or to abandon possession of said premises without affecting the lien hereof. Mortgagee shall have all powers, if any, which it might have had without this paragraph. No suit shall be sustainable against Mortgagee based upon acts or omissions relating to the subject matter of this paragraph unless commenced within sixty (60) days after Mortgagee's possession ceases.

TO HAVE AND TO HOLD the said property, with said buildings, improvements, fixtures, appurtenances, apparatus and equipment unto said Mortgagee forever, for the uses 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 Mortgagor does hereby release and waive.

TO SECURE the payment of a certain indebtedness from the Mortgagor to the Mortgagee evidenced by a note made by the Mortgagor in favor of the Mortgagee, bearing even date herewith, in the sum of

Thirty Thousand and 00/100 Dollars (\$ 30,000.00), which note,

together with interest thereon as provided by said note, is payable in monthly installments of

Six Hundred Twenty Two and 59/100 Dollars (\$ 622.59)

on the 20th day of each month, commencing with January 20, 1993 until the entire sum is paid.

To secure performance of the other agreements in said note, which are hereby incorporated herein and made a part hereof, and which provide, among other things, for an additional monthly payment of one-twelfth (1/12th) of the estimated annual taxes, assessments, insurance premiums and other charges upon the mortgaged premises. Said funds may be commingled with other funds of the Mortgagee 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.

27.50

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Property of Cook County Clerk's Office

Notary Public

I, _____, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY THAT _____, Secretary of said Corporation, who was personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act and as the free and voluntary act of said Corporation, for the uses and purposes therein set forth; and the said _____, Secretary then and there acknowledged that _____, as custodian of the corporate seal of said Corporation, did affix the corporate seal of said Corporation to said instrument as _____ own free and voluntary act and as the free and voluntary act of said Corporation, for the uses and purposes therein set forth.

STATE OF ILLINOIS,
COUNTY OF _____, SS.

ATTEST
By _____ Secretary
_____ President

In TESTIMONY WHEREOF, the undersigned hath caused these presents to be signed by its _____ President and its corporate seal to be hereunto affixed and attested by its _____ Secretary this _____ day of _____, A. D. 19____.

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UNOFFICIAL COPY

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To secure performance of the other agreements in said note, which are hereby incorporated herein and made a part hereof, and which provide, among other things, for an additional monthly payment of one-twelfth (1/12th) of the estimated annual taxes, assessments, insurance premiums and other charges upon the mortgaged premises. Said funds may be commingled with other funds of the Mortgagee and shall not bear interest. And to secure possible future advances as hereinafter provided and to secure the performance of the Mortgagee's covenants herein contained.

on the 20th day of each month, commencing with January 20, 1993 until the entire sum is paid. Dollars (\$ 622.59) Six Hundred Twenty Two and 59/100

together with interest thereon as provided by said note, is payable in monthly installments of Dollars (\$ 30,000.00) which note. Mortgagee in favor of the Mortgagee, bearing even date herewith, in the sum of Thirty Thousand and 00/100

TO SECURE the payment of a certain indebtedness from the Mortgagee to the Mortgagee evidenced by a note made by the Mortgagee and to hold the said property, with said buildings, improvements, fixtures, appurtenances, apparatus and equipment unto said Mortgagee forever, for the uses 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 Mortgagee does hereby release and waive.

TO HAVE AND TO HOLD the said property, with said buildings, improvements, fixtures, appurtenances, apparatus and equipment unto said Mortgagee forever, for the uses 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 Mortgagee does hereby release and waive. TO SECURE the payment of a certain indebtedness from the Mortgagee to the Mortgagee evidenced by a note made by the Mortgagee and to hold the said property, with said buildings, improvements, fixtures, appurtenances, apparatus and equipment unto said Mortgagee forever, for the uses 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 Mortgagee does hereby release and waive.

THIS IS A JUNIOR MORTGAGE ON THE ABOVE REAL ESTATE

TOGETHER with all buildings, improvements, fixtures or appurtenances now or hereafter erected thereon, including all apparatus, equipment, fixtures or articles, whether in single units or centrally controlled, used to supply heat, gas, air conditioning, water, light, power, refrigeration, ventilation or otherwise and any other thing now or hereafter therein or thereon, the furnishing of which by lessors to lessees is customary or appropriate, including screens, window shades, storm doors and windows, floor coverings, screen doors, in-door beds, awnings, stoves and water heaters (all of which are declared to be a part of said real estate whether physically attached thereto or not); and also together with all easements and the rents, issues and profits of said premises which are hereby pledged, assigned, transferred and set over unto the Mortgagee, whether now or hereafter to become due under or by virtue of any lease or agreement in writing or verbal and whether it is now or may be hereafter existing or which may be made by the Mortgagee under the power herein granted to it; it being the intention hereof (a) to pledge said rents, issues and profits on a parity with said real estate and not secondarily and such pledge shall not be deemed merged in any to enclose, decree, and (b) to establish with the right in case of default, either before or after foreclosure sale, to enter upon and take exclusive possession under, together with the right in case of default, of any part thereof, make leases for terms deemed advantageous to it, terminate, maintain and operate said premises, or any part thereof, collect said rents, issues and profits, regardless of when earned and use such measures or modify existing or future leases, collect said rents, issues and profits, employ or retain agencies or other employees, after or whether legal or equitable as it may deem proper to enforce collection thereof, employ or retain agencies or other employees, after or repair said premises, buy furnishings and equipment therefor when it deems necessary, purchase all kinds of insurance, and in general exercise all powers ordinarily incident to absolute ownership, advance or borrow money necessary for any purpose herein stated to secure which a lien is hereby created on the mortgaged premises and on the income therefrom which lien is prior to the lien of any other indebtedness hereby secured, and out of the income retained reasonable compensation for itself, pay insurance premiums, taxes and assessments, and all expenses of every kind, including attorney's fees incurred in the exercise of the powers herein given, and from time to time apply any balance of income not in its sole discretion needed for the aforesaid purposes, first on the interest and then on the principal of the indebtedness hereby secured, before or after any degree of foreclosure, and on the deficiency in the proceeds of sale, if any, whether there be a decree in personam therefor or not. Whenever all of the indebtedness secured hereby is paid, and the Mortgagee, in its sole discretion, feels there is no substantial unsecured debt of the Mortgagee or the Mortgagee agrees with herein, the Mortgagee, on satisfactory evidence thereof, that relinquish possession and pay to Mortgagee any surplus income in its hands. The possession of Mortgagee may continue until all indebtedness secured hereon is paid in full or until the delivery of a Master's deed or Special Commissioner's deed pursuant to a decree foreclosing the lien hereon, but if no deed be issued then until the expiration of the statutory period during which it may be issued. Mortgagee shall, however, have the discretionary power at any time to refuse to take or to abandon possession of said premises without affecting the lien hereof. Mortgagee shall have all powers, if any, which it might have had without this paragraph. No suit shall be sustainable against Mortgagee based upon acts or omissions relating to the subject matter of this paragraph unless commenced within sixty (60) days after Mortgagee's possession ceases.

as the M a banking corporation organized and existing under the laws of the State of Illinois, hereinafter referred to as the Mortgagee, does hereby Mortgage and Warrant to GLENVIEW STATE BANK hereinafter referred to as the Mortgagee, doer hereby Mortgage and Warrant to of the VILLAGE OF GLENVIEW County of COOK State of Illinois. JAMES I. FABRIE and PHYLLIS A. FABRIE (married to each other) THIS INDENTURE WITNESSETH: That the undersigned,

93043180
93-043180
10 01/19/93 07:24:00
MEMBER
NS
\$87.50

Mortgage
93043180

Clerk's Office

UNOFFICIAL COPY

In TESTIMONY WHEREOF, the undersigned

hath caused these presents to be signed by its President and its corporate seal to be hereunto affixed and
attested by its Secretary this day of, A. D. 19.....

ATTEST

By
Secretary President

STATE OF ILLINOIS, }
COUNTY OF } SS.

I,, a Notary Public in and for said County,
in the State aforesaid, DO HEREBY CERTIFY THAT
..... President of
and Secretary of said
Corporation, who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as
such President, and Secretary, respectively, appeared before me this day in
person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act and as the free and
voluntary act of said Corporation, for the uses and purposes therein set forth; and the said Secretary then and
there acknowledged that as custodian of the corporate seal of said Corporation, did affix the corporate seal of said
Corporation to said instrument as own free and voluntary act and as the free and voluntary act of said Corporation,
for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal, this day of, A. D. 19.....

.....
Notary Public

93043180

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proceeding- to which either party hereto shall be a party by reason of this mortgage or the note hereby secured; (b) preparations 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 foreclosure 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 by the terms hereof or not and the interest due thereon up to the time of such sale, and the overplus, 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 Mortgagee, whether herein or by law conferred, and may be enforced concurrently therewith; that no waiver by the Mortgagee of performance of any covenant herein or in said note contained shall thereafter in any manner affect the right of the Mortgagee to require or to enforce performance of the same or any other of said covenants; that wherever the context hereof requires, the masculine gender, as used herein, shall include the feminine, and the singular number, as used herein, shall include the plural; that all rights and obligations under this mortgage shall extend to and be binding upon the respective heirs, executors, administrators, successors and assigns of the Mortgagor and the 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 mortgaged premises, or any part thereof, shall be taken by condemnation, the Mortgagee is hereby empowered to collect and receive all compensation which may be paid for any property taken or for damages to any property not taken and all condemnation 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 mortgagor sells the property within described to any purchaser without the prior approval in writing by the mortgagee, then at the option of the mortgagee, the debt incurred by this instrument shall immediately become due and payable

(9) The mortgagor waives any and all rights 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.

This instrument was prepared By
Glenview State Bank

Susan Schroll
400 Naukegan Road
Glenview, Illinois 60025

IN WITNESS WHEREOF, the undersigned have hereunto set their hands and seals, this 22nd

day of December, A. D. 1992.

James I. Fabrie (SEAL)
JAMES I. FABRIE (SEAL)

Phyllis A. Fabrie (SEAL)
PHYLLIS A. FABRIE (SEAL)

STATE OF ILLINOIS, }
COUNTY OF Cook }

93043190

I, the undersigned, a Notary Public, in and for said County, in the State aforesaid, DO HEREBY CERTIFY, THAT JAMES I. FABRIE and PHYLLIS A. FABRIE (Married to each other)

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 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 22nd day of December, A. D. 1992

OFFICIAL SEAL
SUSAN SCHROLL
Notary Public, State of Illinois
My Commission Expires 6/15/96

Susan Schroll
Notary Public

My Commission Expires

