

UNOFFICIAL COPY

93382180

Mortgage

THIS INDENTURE WITNESSETH: That the undersigned,

THOMAS J. O'BRIEN and WENDY G. O'BRIEN (Married to each other)

of the VILLAGE OF NORTHBROOK 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:

LOT 18 IN THE NORTHBROOK KNOLLS, A RESUBDIVISION IN THE NORTHWEST QUARTER OF SECTION 9 TOWNSHIP 42 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, RECORDED AS DOCUMENT 16963315 ON JULY 22, 1957, IN COOK COUNTY, ILLINOIS

Permanent Real Estate Index Number: 04-09-103-031

Address of Property: 2630 APPLETREE LN.
NORTHBROOK IL 60062

DEPT-01 RECORDING \$27.50
#8888 TRAN 9228 05/20/93 10:46:00
#1255 # *--93--382180
COOK COUNTY RECORDER

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, venetian blinds, window shades, storm doors and windows, floor coverings, screen doors, in-a-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 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 or 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 realty 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 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 no deed be issued 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.

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 Twenty One Thousand and 00/100--- Dollars (\$ 21,000.00), which note, together with interest thereon as provided by said note, is payable in monthly installments of Four Hundred Twenty Six and 19/100--- Dollars (\$ 426.19) on the 14th day of each month, commencing with June 14, 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.

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Property of Cook County Clerk's Office

In TESTIMONY WHEREOF, the undersigned

hath caused these presents to be signed by its

Secretary this

day of

A. D. 19

President and its corporate seal to be hereunto affixed and

ATTEST

By

President

Secretary

STATE OF ILLINOIS,

COUNTY OF

SS:

in the State aforesaid, DO HEREBY CERTIFY THAT

President of

and (corporation), who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as Secretary of said

such President, and Secretary, respectively, appeared before me this day in

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

03728256

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proceedings to which either party hereunto has a right by virtue of this mortgage, the preparation 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

By Gayle LaBoda
800 Waukegan Road
Glenview, Illinois 60025

IN WITNESS WHEREOF, the undersigned have hereunto set their hands and seals, this 30th day of April, A. D. 1993

Thomas J. O'Brien
THOMAS J. O'BRIEN

(SEAL)
(SEAL)

Wendy G. O'Brien
WENDY G. O'BRIEN

(SEAL)
(SEAL)

STATE OF ILLINOIS,)
COUNTY OF Cook) ss.

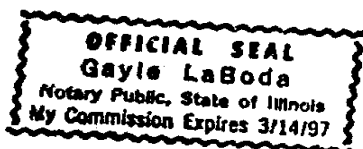
I, Thomas J. O'Brien and Wendy G. O'Brien, a Notary Public, in and for said County, in the State aforesaid, DO HEREBY CERTIFY, THAT Thomas J. O'Brien and Wendy G. O'Brien (Married to each other)

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 30th day of April, A. D. 1993

Gayle LaBoda
Notary Public

My Commission Expires



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B. THE MORTGAGOR FURTHER COVENANTS:

(1) That in the case of failure to perform any of the covenants herein, the Mortgagee may do on the Mortgagee's behalf everything so covenanted; that the Mortgagee may also do any act it may deem necessary to protect the lien hereof, that the Mortgagee will repay upon demand any moneys paid or distributed by the Mortgagee for any of the above purposes and such moneys together with interest thereon shall bear interest from the date of disbursement at the rate payable from time to time on outstanding principal at the highest rate permissible under applicable law which may be contrary to applicable law in which event such amounts shall bear interest at the highest rate permissible under applicable law which may be contrary to applicable law; provided that the rate payable from time to time on outstanding principal in the event of all expenditures and expenses together with interest shall be allowed and included as an additional indebtedness in the debt of the mortgagor and the mortgagee shall be obligated to see to the application of the purchase money...

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