

UNOFFICIAL COPY

LOAN NO. 14830-4

Ill. S. & L. Loans 1945 Form No. 1

94945010

MORTGAGE

DEPT-11 \$29.50
T#6013 TRAN 0730 11/04/94 13.43.00
#0686 # 21 * 94-945010
COOK COUNTY RECORDER

THIS INDENTURE WITNESSETH: That the undersigned,
KARL E. THOMAS, MARRIED TO JUDY R. THOMAS,

of the VILLAGE OF PALATINE County of COOK State of Illinois,

hereinafter referred to as the Mortgagor, does hereby Mortgage and Warrant to
COMMUNITY SAVINGS BANK

a corporation organized and existing under the laws of the State of Illinois hereinafter
referred to as the Mortgagee, the following real estate, situated in the County of COOK
in the State of Illinois, to wit:

SEE ATTACHED RIDER:

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 sale, 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 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, 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 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

ONE HUNDRED SIXTY THOUSAND AND 00/100 Dollars (\$ 160,000.00), which note.

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

ONE THOUSAND SIX HUNDRED TWENTY-TWO AND 83/100 Dollars (\$ 1,622.83)

on the FIRST day of each month commencing with 12/01/94 until the entire sum is paid.

2950

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. And to secure possible future advances as hereinafter provided and to secure the performance of the Mortgagor's covenants herein contained,

which may be paid or incurred by or on behalf of the Mortgagee for attorney's fees, Mortgagee's fees, appraiser's fees, out-
lays for exhibits attached to pleadings, documentary and expert evidence, stenographer's fees, Master's fees and commis-
sions, court costs, publication costs and costs (which may be estimated as to and include items to be expended after the entry
of the decree) of procuring all such abstracts of title, title searches, examinations and reports, guaranty policies, Torrens

10,000

of the decree) of procuring all such abstracts of title, title searches, examinations and reports, guaranty policies, Torrens
decrees of sale all expenditures and expenses together with interest thereon at the rate of
ten hereof; and upon foreclosure of said premises, there shall be allowed and included as an additional indebtedness in the
be nullified by the appointment or entry in possession of a receiver but he may elect to terminate any lease junior to the
decree be issued, until the expiration of the statutory period during which it may be issued and no lease of said premises shall
be nullified for redemption, whether there be redemption or not, and until the issuance or deed in case of sale, but if no
sansom or not, and if a receiver shall be appointed he shall remain in possession until the expiration of the full period allowed
erly, including the expenses of such receivership, or on any deficiency, taxes, insurance or other liens necessary for the protection and preservation of the prop-
erty, and such costs, issues and profits, when collected, may be applied by the Mortgagee as well as after the Master's sale, towards the
the rents, issues and profits of said premises during the pendency of such foreclosure sale and the statutory period of redemp-
tion, and the equity of redemption as a homestead, appoint a receiver with power to manage and rent and to collect
regard to the solvency of the Mortgagee or the then value of said premises, or whether the same shall then be occupied by
at any time, either before or after sale, and without notice to the Mortgagee, or any party claiming under him, and without
(3) That upon the commencement of any foreclosure proceeding hereunder, the court in which such bill is filed may

offering the several parts separately;
immediately proceed to foreclose this mortgage, and in any foreclosure a sale may be made of the premises en masse without
payment of said mortgage indebtedness any indebtedness of the Mortgagee to the Mortgagee, and said Mortgagee may also
secured hereby immediately due and payable, whether or not such default be remedied by Mortgagee, and apply toward the
lien hereby created or the priority of said lien or any right of the Mortgagee hereunder, to declare, without notice all sums
then and if any of said events, the Mortgagee is hereby authorized and empowered, at its option, and without affecting the
under control of or in custody of any court or officer of the government, or if the Mortgagee abandon any real property,
the Mortgagee, or if the Mortgagee shall make an assignment for the benefit of his creditors or if the property be placed
enforce any other lien or charge upon any of said property, or upon the filing of a proceeding in bankruptcy by or against
making any payment under said note or obligation or any extension or renewal thereof, or if proceedings be instituted to
(4) That time is of the essence hereof, and if default be made in performance of any covenant herein contained or in
Mortgagee may, without notice to the Mortgagee, deal with such success or successors in interest with
reference to this mortgage and the debt hereby secured in the same manner as with the Mortgagee, and may forebear to
of the Mortgagee hereunder or upon the debt hereby secured;
the liability

(3) That in the event the ownership of said property or any part thereof becomes vested in a person other than the
Mortgagee, the Mortgagee may, without notice to the Mortgagee, deal with such success or successors in interest with
reference to this mortgage and the debt hereby secured in the same manner as with the Mortgagee, and may forebear to
of the Mortgagee hereunder or upon the debt hereby secured;
the liability

under Section A(2) above, or for either purpose.
ness under the terms of this mortgage for the purpose of protecting the security and for the purpose of paying premiums
greater than the original principal amount plus any amount or amounts that may be added to the mortgage indebted-
advances made at a later date, or at a later date, or having been advanced, shall have been repaid in part and further
to the Mortgagee at the date hereof or at a later date, or having been advanced, shall have been repaid in part and further
(2) That it is the intent hereof to secure payment of said note whether the entire amount shall have been advanced
under; and that Mortgagee shall not incur any personal liability because of anything it may do or omit to do hereunder;
contained shall be construed as requiring the Mortgagee to advance and pay moneys for any purpose not to do any act here-
to inquire into the validity of any lien, encumbrance, or claim in advance of moneys as above authorized, but nothing herein
much additional indebtedness hereby secured and may be included in any degree foreclosing this mortgage and be paid out
and such moneys together with interest thereon at the highest rate for which it is then lawful to contract shall be so
that the Mortgagee will repay upon demand any moneys paid or disbursed by the Mortgagee for any of the above purposes;
behalf everything so covenanted; that the Mortgagee may do any act it may deem necessary to protect the lien hereof;
(1) That in the case of failure to perform any of the covenants herein, the Mortgagee may do on the Mortgagee's

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 do any act it may deem necessary to protect the lien hereof;
that the Mortgagee will repay upon demand any moneys paid or disbursed by the Mortgagee for any of the above purposes;
and such moneys together with interest thereon at the highest rate for which it is then lawful to contract shall be so
much additional indebtedness hereby secured and may be included in any degree foreclosing this mortgage and be paid out
to inquire into the validity of any lien, encumbrance, or claim in advance of moneys as above authorized, but nothing herein
contained shall be construed as requiring the Mortgagee to advance and pay moneys for any purpose not to do any act here-
under; and that Mortgagee shall not incur any personal liability because of anything it may do or omit to do hereunder;
(2) That it is the intent hereof to secure payment of said note whether the entire amount shall have been advanced
to the Mortgagee at the date hereof or at a later date, or having been advanced, shall have been repaid in part and further
advances made at a later date, or at a later date, or having been advanced, shall have been repaid in part and further
greater than the original principal amount plus any amount or amounts that may be added to the mortgage indebted-
ness under the terms of this mortgage for the purpose of protecting the security and for the purpose of paying premiums
under Section A(2) above, or for either purpose.

(6) Not to suffer or permit any unlawful use of or any nuisance to exist on said property nor to diminish nor impair
its value by any act or omission to act;
(5) To keep said premises in good condition and repair, without waste, and free from any mechanics, or other lien
or claim of lien not expressly subordinated to the lien hereof;
(4) To promptly repair, restore or rebuild any buildings or improvements now or hereafter on the premises which may
become damaged or destroyed;
(3) To complete within a reasonable time any buildings or improvements now or at any time in process of erection
upon said premises;

(2) To keep the improvements now or hereafter situated upon said premises insured against loss or damage by fire,
lightning, windstorm and such other hazards, including liability under laws relating to intoxicating liquors and including haz-
ards not now contemplated, as the Mortgagee may reasonably require to be insured against, under policies providing for pay-
ment by the insurer companies of moneys sufficient to pay the cost of replacing or repairing the same or to pay
in full the indebtedness secured hereby, in such companies, through such agents or brokers, and in such form as shall be
satisfactory to the Mortgagee, until said indebtedness is fully paid, or in the case of foreclosure, until expiration of the
period of redemption; such insurance policies and renewal policies shall be delivered to and kept by
the Mortgagee and shall contain a clause satisfactory to the Mortgagee making them payable to the Mortgagee, as its in-
terest may appear, and in case of foreclosure sale payable to the owner of the certificate of sale, owner of any deficiency,
any receiver or redemptioner, or any grantee in the Master's or Commissioner's Deed; and in case of loss under such poli-
cies the Mortgagee is authorized to adjust, collect and compromise, in its discretion, all claims thereunder, and the Mortgagee
agrees to sign, upon demand, all receipts, vouchers and releases required of him by the insurer companies; application by
the Mortgagee of any of the proceeds of such insurance to the indebtedness hereby secured shall not excuse the Mortgagee
from making all monthly payments until the indebtedness is paid in full.

(1) To pay immediately when due and payable all general taxes, special taxes, special assessments, water charges,
sewer service charges and other taxes and charges against said property, including those herebefore due, (the monthly pay-
ments provided by said note in anticipation of such taxes and charges to be applied hereof), and to furnish the Mortgagee,
upon request, with the original or duplicate receipts therefor, and all such items extended against said property shall be
conclusively deemed valid for the purpose of this requirement.

A. THE MORTGAGOR COVENANTS:

(1) To pay immediately when due and payable all general taxes, special taxes, special assessments, water charges,
sewer service charges and other taxes and charges against said property, including those herebefore due, (the monthly pay-
ments provided by said note in anticipation of such taxes and charges to be applied hereof), and to furnish the Mortgagee,
upon request, with the original or duplicate receipts therefor, and all such items extended against said property shall be
conclusively deemed valid for the purpose of this requirement.

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PARCEL 1:

THAT PART OF LOT 2 IN EDWARD BUSSE'S DIVISION (HEREINAFTER DESCRIBED) DESCRIBED AS FOLLOWS:

COMMENCING AT THE POINT OF INTERSECTION OF THE EAST LINE OF THE WEST 434.20 FEET (MEASURED ALONG A LINE PARALLEL WITH THE NORTH LINE) OF LOT 2 WITH THE NORTHEASTERLY LINE OF ALGONQUIN ROAD AS PER DOCUMENT NUMBER 2729899; THENCE NORTH 0 DEGREES 00 MINUTES 51 SECONDS EAST 615.38 FEET TO A POINT 829.77 FEET SOUTH OF THE NORTH LINE OF LOT 2; THENCE NORTH 89 DEGREES 59 MINUTES 09 SECONDS WEST 104.79 FEET TO THE POINT OF BEGINNING OF THE HEREIN DESCRIBED PROPERTY; THENCE CONTINUING NORTH 89 DEGREES 59 MINUTES 09 SECONDS WEST 100.30 FEET TO THE POINT OF INTERSECTION WITH THE WEST LINE OF THE EAST 205.10 FEET OF THE WEST 434.20 FEET OF SAID LOT 2; THENCE NORTH 0 DEGREES 00 MINUTES 51 SECONDS EAST 124.097 FEET ALONG SAID WEST LINE TO THE POINT OF INTERSECTION WITH THE SOUTH LINE OF THE NORTH 703.70 FEET OF SAID LOT 2; THENCE NORTH 89 DEGREES 27 MINUTES 47 SECONDS EAST 100.305 FEET ALONG SAID SOUTH LINE; THENCE SOUTH 0 DEGREES 00 MINUTES 51 SECONDS WEST 125.062 FEET TO THE PLACE OF BEGINNING IN EDWARD BUSSE'S DIVISION OF PART OF THE SOUTH EAST 1/4 OF SECTION 03, AND THE NORTHEAST 1/4 OF SECTION 22, TOWNSHIP 41 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, AS PER PLAT RECORDED IN THE RECORDER'S OFFICE OF COOK COUNTY, ILLINOIS.

PARCEL 2:

949:5030

EASEMENTS APPURTENANT TO AND FOR THE BENEFIT OF PARCEL 1 AS SET FORTH IN THE DECLARATION OF EASEMENTS BY PARKWAY BANK AND TRUST COMPANY AS TRUSTEE UNDER TRUST NUMBER 1131 FILED NOVEMBER 30, 1973 AS DOCUMENT LR2729894 AND CREATED BY DEED FROM PARKWAY BANK AND TRUST COMPANY AS TRUSTEE UNDER TRUST NUMBER 1131 TO STEPHEN KONECNIK AND RICHARD ESSIG FILED AS DOCUMENT LR2743862 FOR THE PURPOSES OF PASSAGE USE AND ENJOYMENT, INGRESS AND EGRESS, ALL IN CCI.

PERMANENT INDEX NUMBER: 08-15-400-057-0000.

PROPERTY COMMONLY KNOWN AS: 2100 W. ALGONQUIN ROAD
MOUNT PROSPECT, ILLINOIS 600056.

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Property of Cook County Clerk's Office

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certificates and similar data and assurances with respect to title as Mortgagee may reasonably deem necessary either to prosecute such suit or to evidence to bidders at any sale held pursuant to such decree the true title to or value of said premises; all of which aforesaid amounts together with interest as herein provided shall be immediately due and payable by the Mortgagor in connection with (a) any proceeding, including probate or bankruptcy proceedings to which either party hereto shall be a party by reason of this mortgage or the note hereby secured; or (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; or (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 premises or the security hereof. In the event of a foreclosure sale of said 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 obligation 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) If the Mortgagor sells and conveys said property or any part thereof, the Mortgagee may declare the entire indebtedness secured by this mortgage due and payable immediately, and the acceptance of payments upon said indebtedness shall not constitute a waiver of the right to demand immediate repayment, until the Mortgagee has been notified in writing of such sale and conveyance.

MORTGAGE

Property of Cook County Clerk's Office

Mart to
This instrument prepared under
the supervision of
CONRAD J. NAGLE, Attorney
4801 W. Belmont Avenue
Chicago, Illinois 60642



94945010

IN WITNESS WHEREOF, the undersigned have hereunto set their hands and seals, this 31ST

day of OCTOBER A. D. 19 94

Karl E. Thomas (SEAL)
KARL E. THOMAS (SEAL)

Judy R. Thomas (SEAL)
JUDY R. THOMAS (SEAL)

STATE OF ILLINOIS }
COUNTY OF COOK } SS.

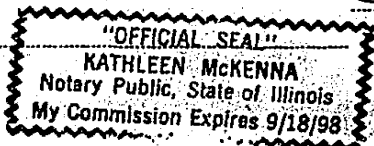
I, THE UNDERSIGNED, a Notary Public in and for said county, in the State aforesaid, DO HEREBY CERTIFY that KARL E. THOMAS, AND JUDY R. THOMAS,

names
XXXXXXX
personally known to me to be the same person(s) whose name(s) (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 31ST day of OCTOBER A. D. 19 94

Kathleen McKenna
Notary Public

My Commission Expires



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Box 331

MORTGAGE

KARL E. THOMAS

2100 N. ALGONQUIN ROAD

MOUNT PROSPECT, ILLINOIS 60056

TO

COMMUNITY SAVINGS BANK
4801 WEST BELMONT AVENUE
CHICAGO, ILLINOIS 60641

94845010

Property of Cook County Clerk's Office

Loan No. 14830-4