

UNOFFICIAL COPY

Property Index No. (PIN) 11-19-112-013 ; and
which has the address of 1032 Ridge Court, Evanston, Illinois 60202 (hereinafter referred to as the

Great Banc
100 First National Plaza
2nd Floor
Chicago, IL 60601

35-02
Proposed

LOT 15 IN BLOCK 2 IN SARAH GRAIN'S SUBDIVISION OF PART OF THE NORTHWEST 1/4 OF SECTION 19, TOWNSHIP 41 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED MARCH 24, 1892 IN BOOK 52 OF PLATS, PAGE 26, AS DOCUMENT NO. 1632635 IN COOK COUNTY, ILLINOIS.

Now, therefore, the Mortgagor, to secure payment of the indebtedness evidenced by the Note and the Liabilities (defined below), including any and all renewals and extensions of the Note, Mortgagor does by these presents CONVEY, WARRANT and MORTGAGE unto the real estate situated, lying and being in the County of Cook and State of Illinois legally described as follows:

Whereas, the Note provides for interest to be charged on the balance remaining from time to time outstanding at a rate equal to one percent (1.0%) above the "prime rate" as published daily in the Wall Street Journal on each day in which an outstanding balance is due under the Note (hereinafter referred to as the "Index"); and

Whereas, Mortgagor is indebted to the Mortgagee in the principal sum of Twenty Five Thousand and 00/100ths Dollars (\$ 25,000.00), which indebtedness is evidenced by Mortgagor's note dated September 12, 1989 (hereinafter referred to as the "Note"), which Note provides for payment of the indebtedness as set forth therein, with the balance of the indebtedness, if not sooner paid, due and payable on October 15, 1994; and

This mortgage, made this 12th day of September, 1989, between Emily A. Sloane, divorced AND NOT SINCE REMARRIED (hereinafter referred to as "the Mortgagee") and EVANSTON BANK, an Illinois Banking Corporation (hereinafter referred to as "the Mortgagor").

When Recorded, Mail to:
EVANSTON BANK
Home Equity Loan Department
603 Main Street
Evanston, IL 60202
Please Rerecord to correct accidental release of this mortgage
Evanston, Illinois

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THIS IS A SECOND MORTGAGE
94231822

DEPT-01 RECORDING
14000 TRAM 8850 03/15/89 10:02:00
\$750 : * -94-231824
COOK COUNTY RECORDER

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RE: TITLE SERVICES # 123-872

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(c) Keep the improvements now existing or hereafter erected on the premises insured against loss or damage by fire, lightning, wind storm,

(b) Pay immediately when due and payable all general taxes, special taxes, special assessments, water charges, sewer service charges and other taxes and charges against the premises, including those heretofore due, (the monthly payments provided in the Note in anticipation of such taxes and charges are to be applied thereto provided said payments are actually made under the terms of said Note), and to furnish the Mortgagee, upon request, with the original or duplicate receipts therefore, and all such items extended against said premises shall be conclusively deemed valid for the purpose of this requirement.

(a) Promptly repair, restore or rebuild any improvement now or hereafter on the premises which may become damaged or destroyed.

2. In addition, Mortgagee shall:

1. Mortgagee shall promptly pay when due the principal of and interest on the indebtedness evidenced by the Note, and late charges as provided in the Note, and the principal of and interest on any future advances secured by this Mortgage.

IT IS FURTHER UNDERSTOOD THAT:

Further, Mortgagee does hereby pledge and assign to Mortgagee, all leases, written or verbal, rents, issues and profits of the premises, including without limitation, all rents, issues, profits, revenues, royalties, bonuses, rights and benefits due, payable or accruing, and all deposits of money as advance rent or for security, under any and all present and future leases of the premises, together with the right, but not the obligation, to collect, receive, demand, sue for and recover the same when due or payable. Mortgagee by acceptance of this Mortgage agrees, as a personal covenant applicable to Mortgagee only, and not as a limitation or condition hereof and not available to anyone other than Mortgagee, that until a default shall occur or an event shall occur, which under the terms hereof give to Mortgagee the right to foreclose this Mortgage, Mortgagee may collect, receive and enjoy such avails.

Mortgagee hereby conveyed and has the right to MORTGAGE, GRANT and CONVEY the premises, that the premises is unencumbered unless otherwise acceptable to Mortgagee and the Mortgagee will warrant and defend generally the title to the premises against all claims and demands.

"Property Address", which is referred to herein as the "premises", together with all improvements, buildings, tenements, hereditaments, appurtenances, gas, oil, minerals, easements located in, on, over or under the premises, and all types and kinds of fixtures, including without limitation, all of the foregoing used to supply heat, gas, air conditioning, water, light, power, refrigeration or ventilation (whether single units or centrally controlled) and all screens, window shades, storm doors and windows, floor coverings, awnings, stoves and water heaters, whether now on or in the premises or hereafter erected, installed or placed on or in the premises, and whether or not physically attached to the premises. The foregoing items are and shall be deemed a part of the premises and a portion of the security for the liabilities.

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Pay the premiums for any life, disability or other insurance if Mortgagor shall procure contracts of insurance upon his life and assignee thereunder. In such event and upon failure of Mortgagor to pay the aforesaid premiums, the Mortgagor may pay the premiums

(1)

Comply with the provision of any lease if this Mortgage is on a leasehold.

(h)

Comply with all requirements of law or municipal ordinances with respect to the Premises and the use thereof.

(g)

Not suffer or permit any unlawful use of or any nuisance to exist on said Premises nor to diminish nor impair its value by any act or omission to act.

(f)

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 thereof.

(e)

complete within a reasonable time any buildings or improvements now or at any time in process of erection upon said property.

(d)

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hazard zone. Flood, if the premises is located in a flood hazard zone. Premises insured against loss or damage by improvements now or hereafter situated on the Mortgagor shall keep all buildings and receive 10 days notice prior to cancellation. provide further that the Mortgagor shall insure shall expire. All policies shall delivered at least 10 days before such Mortgagor. All renewal policies shall be proof of loss if not made promptly by carrier and the Mortgagor. Mortgagor may make shall give prompt notice of the insurance in full. In the event of a loss, Mortgagor shall not excuse the Mortgagor from making all monthly payments until the indebtedness is paid insurance to the indebtedness hereby secured Mortgage of any of the proceeds of such by the insurance companies; application by the receipts, vouchers and releases required of it in its discretion, sign, upon demand, all authorized to adjust, collect and compromise, under such policies, the Mortgagor is as its interest may appear and in case of loss, Mortgagor making them payable to the Mortgagor, shall contain a clause satisfactory to the delivered to and kept by the Mortgagor and redemption: such insurance policies, including foreclosure, until expiration of the period of indebtedness is fully paid, or in the case of satisfactory to the Mortgagor, until said brokers and in such form as shall be to pay in full the indebtedness secured hereby, in such companies through such agents or providing for payment by the insurance companies of monies sufficient either to pay the cost of replacing or repairing the same or vandalism and malicious damage or such other hazards, as the Mortgagor may reasonably require to be insured against under policies

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5. Time is of the essence hereof, and it default be made in

foreclose this Mortgage. Indebtedness secured by this Mortgage or to proceed to Mortgagee's right to accelerate the maturity of the any acts of the Mortgagee act as a waiver of the of anything it may do or omit to do hereunder, nor shall Mortgagee shall not incur any personal liability because monies for any purpose nor to act hereunder; and the construed as requiring the Mortgagee to advance any authorized, but nothing herein contained shall be encumbrance, or claim in advancing monies as above, Mortgagee to inquire into the validity of any lien, Mortgagee paid. It shall not be obligatory upon the rents or proceeds of sale of said premises if not decree foreclosing this Mortgage and be paid all of the indebtedness hereby secured and may be included in any lawful to contract shall become so much additional security or at the highest rate for which it is then forth in the Note for which this Mortgage is given as together with interest thereon at the default rate set Mortgagee for any of the above purposes and such monies including reasonable attorney's fees and expenses, by the will repay upon demand any monies paid or disbursed, necessary to protect the lien hereof; and the Mortgagee covenanted; the Mortgagee may also do any act it may deem Mortgagee may do on the Mortgagee's behalf everything so proceedings involving a bankrupt or decedent, the insolvency, code enforcement, or arrangements or property, including, but not limited to eminent domain, herein, or if any action or proceeding is commenced which in the case of a failure to perform any of the covenants

3. Any sale, conveyance or transfer of any right, title or interest in the premises or any portion thereof or any sale, transfer or assignment of all or any part of the beneficial interest in any trust holding title to the premises without the prior written approval of the Mortgagee shall constitute a default hereunder on account of which the holder of the Note secured hereby may declare the entire indebtedness evidenced by said Note to the immediately due and payable and foreclose this Mortgage immediately, or at any time thereafter.

2. Upon the request of Mortgagee, Mortgagee shall deliver to Mortgagee all original leases of all or any portion of the premises, together with assignments of such leases from Mortgagee to Mortgagee, which assignments shall be in form and substance satisfactory to Mortgagee. Mortgagee shall not, without Mortgagee's prior written consent, procure, permit or accept any repayment, discharge or compromise of any rent or release any tenant from any obligation at any time while the indebtedness secured hereby remains unpaid.

(j) In the event this Mortgage is on a unit in a condominium, perform all of the Mortgagee's obligations under the declaration or covenants creating or governing the condominium, the by-laws and regulations of the condominium and any and all related documents.

(k) for such insurance and add such payments to the principal indebtedness secured by this Mortgage to be repaid in the same manner and without changing the amount of the monthly payments, unless such change is by mutual consent.

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performance of any covenant herein contained in the Note or in making any payment under said Note or obligation or any extension or renewal thereof, or if proceedings be instituted to enforce any other lien or charge upon any of the premises, or upon the filing of a proceeding in bankruptcy by or against the Mortgagee, or the Mortgagee shall make an assignment for the benefit of creditors or if Mortgagee's property be placed under control of or in custody of any court or officer of the government, or if the Mortgagee abandons the premises, or fails to pay when due any charge or assessment (whether for insurance premiums, maintenance, taxes, capital improvements, purchase of another unit, or otherwise) imposed by an condominium, townhouse, cooperative or similar owner's group, then and in any of said events, the Mortgagee is hereby authorized and empowered, at its option, and without affecting the lien hereby created or the priority of said lien or any right of the Mortgagee hereunder, to declare, without notice, all sums secured hereby immediately due and payable, whether or not such default by Mortgagee, and apply toward the payment of said Mortgage indebtedness any monies of the Mortgagee held by the Mortgagee, and the said Mortgagee may also immediately proceed to foreclose this Mortgage, and in any foreclosure a sale may be made of the premises en masse without the offering of the several parts separately.

6. Upon the commencement of any foreclosure proceeding hereunder, the court in which such bill is filed may at any time, either before or after the sale, and without notice to the Mortgagee, or any party claiming under Mortgagee, and without regard to the solvency of the Mortgagee or the then value of said premises, or whether the same shall then be occupied by the owner of the equity of redemption as a homestead, appoint a receiver, with power to manage and rent and to collect the rents, issues and profits, when collected, may be applied before as well as after the foreclosure sale, towards the payment of the indebtedness, costs, taxes, insurance or other items necessary for the protection and preservation of the premises, including the expenses of such receivership, or on any deficiency decree whether there be a decree therefore in personam or not, and if a receiver shall be appointed he shall remain in possession until the expiration of the full period allowed by statute for redemption, whether there be redemption or not, and until the issuance of a deed in case of sale, but it no deed be issued until the expiration of the statutory period which it may be issued and no lease of said premises shall be nullified by the appointment or entry in possession of a receiver but he may elect to terminate any lease junior to the lien hereof; and upon foreclosure of said premises, there shall be allowed and included as an additional indebtedness in the decree of sale all expenditures and expenses together with interest thereon at the default rate set forth in the Note for which this Mortgage is given as security, which may be paid or incurred by or in behalf of the Mortgagee for attorney's fees, appraiser's fees, court costs and costs (which may be estimated as to include items to be extended after the entry of the decree) and of procuring all such data with respect to title as the 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 or value of said premises; all of which aforesaid amounts together with interest as herein provided shall be immediately due and payable by the Mortgagee in connection with (a) any proceeding, including a probate or bankruptcy proceeding to which

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The covenants contained herein shall bind and the rights hereunder shall inure to the respective successors and assigns of the Mortgagee and Mortgagor subject to the provisions of Paragraph 3 hereof. All covenants and agreements of Mortgagor shall be joint and several.

12.

All remedies provided in this Mortgage are distinct and cumulative to any other right or remedy under this Mortgage or afforded by law or equity and may be exercised concurrently, independently or successively.

11.

Any forbearance by the Mortgagee in exercising any right or remedy hereunder or otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of any such right or remedy. The procurement of insurance of the Mortgagee shall not be a waiver of the charges by the Mortgagee shall not be a waiver of the Mortgagee's right to accelerate the indebtedness secured by this Mortgage.

10.

In the event the enactment or expiration of any federal or state laws which have the effect of rendering any provision of the Note or Mortgage unenforceable according to its terms, Mortgagee, at its option, may declare, without notice, all sums secured hereby immediately due and payable, and apply toward the payment of said Mortgage indebtedness any monies of the Mortgagor held by Mortgagee, and the said Mortgagee may also immediately proceed to foreclose this Mortgage, as provided in Paragraph 5 and 6 hereof.

9.

This Mortgage is security for the payment of a certain Note bearing even date herewith executed by Mortgagor in favor of Mortgagee. All of the agreements, conditions, covenants, provisions and stipulations contained in said Note which are to be kept and performed by Mortgagor are hereby made a part of this Mortgage to the same extent and with the same force and effect as if they were fully set forth herein, and Mortgagor covenants and agrees to keep and perform them or cause them to be kept and performed strictly in accordance with their terms.

8.

Extension of the time for payment or modification or amortization of the sums secured by this Mortgage granted by the Mortgagee to any successor in interest of Mortgagor shall not operate to release in any manner the liability of the original Mortgagor and Mortgagee's successor in interest. The Mortgagor shall not be required to commence proceedings against such successor or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Mortgage by reason of any demand made by the original Mortgagor and Mortgagee's successor in interest.

7.

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 aforementioned items, then the entire indebtedness whether due and payable by the terms hereof or not 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 the application of the purchase money.

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- 13. Except to the extent any notice shall be required under applicable law to be given in another manner, any notice to Mortgagee shall be given by mailing such notice by certified mail addressed to Mortgagee at the property address or at such other address as Mortgagee may designate by notice to the Mortgagee as provided herein and any notice to the Mortgagee shall be given by certified mail, return receipt requested to the Mortgagee's address stated herein or to such other address as the Mortgagee may designate by notice to Mortgagee as provided herein. Any notice provided for in this Mortgage shall be deemed to have been given to Mortgagee or the Mortgagee when given in the manner designated herein.
- 14. Upon payment of all sums secured by this Mortgage, the Mortgagee shall release this Mortgage without charge to Mortgagee. Mortgagee shall pay the costs of recordings of any documentation necessary to release this Mortgage.
- 15. Mortgagee hereby waives all right of homestead exemption in the premises and grants to the Mortgagee the right to inspect the premises at all reasonable times and access thereto shall be permitted for that purpose.
- 16. Mortgagee assigns to the Mortgagee and authorizes the Mortgagee to negotiate for and collect any award for condemnation of all or any part of the premises. The Mortgagee may, in its discretion, apply any such award to amounts due hereunder, or for restoration of the premises.
- 17. If the Mortgagee is a corporation the Mortgagee hereby 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 Mortgagee, acquiring any interest in or title to the premises subsequent to the date of this Mortgage.
- 18. This Mortgage shall be governed by the law of the jurisdiction in which the premises are located. In the event one or more of the provisions contained in this Mortgage shall be prohibited or invalid under applicable law, such provisions shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Mortgage.
- 19. It is the intent hereof to secure payment of the 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 the later date, with advances shall in no event operate to make the principal sum of the indebtedness greater than the original principal amount plus any amount or amounts that may be added to the Mortgage indebtedness under the terms of this Mortgage for the purpose of protecting the security. All future advances made in accordance with the terms of the Note shall be secured hereby and the date of such future advances shall not effect the priority of this Mortgage.

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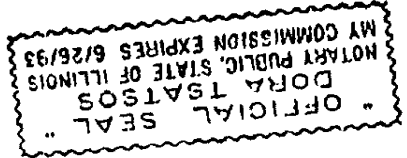
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mdh 8/1

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Notary Public

[Signature]

My commission expires 6/26/93

COOK COUNTY RECORDER

September, 1989

GIVEN under my hand and notarial seal this 18th day of

forth, including the releases and waiver of the right of homestead.

free and voluntary act, for the uses and purposes therein set

signed, sealed and delivered the said instruments as her

acknowledged that she

the foregoing instrument, appeared before me this day in person and

to me to be the same person(s) whose name(s) is/are subscribed to

Emily J. Sloane, ~~divorced and not since remarried~~ personally known

for the said county, in the state aforesaid, DO HEREBY CERTIFY THAT

the undersigned, a Notary Public in and

STATE OF ILLINOIS
COUNTY OF COOK

SS

EMILY J. SLOANE

Emily J. Sloane

IN WITNESS WHEREOF, the undersigned has signed this Mortgage on the day and year first above written at Evanston, Illinois.

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