

UNOFFICIAL COPY

95569454

MORTGAGE

THIS INDENTURE WITNESSETH that the undersigned Louis A. Pellar and

Sara Pellar, His Wife

of City of Chicago,

County of Cook,

State of Illinois hereinafter

referred to as the Mortgagors, do hereby convey and Warrant to the OAK TRUST AND SAVINGS BANK, an Illinois Banking Corporation having an office and place of business at 1000 N. Rush Street, Chicago, IL 60611, hereinafter referred to as the Mortgagee, the following real estate situate in the County of Cook, State of Illinois, to wit:

see attached legal description

This Instrument was prepared by:
William T. O'Neil, Esq., Attorney at Law
1000 North Rush Street
Chicago, Illinois 60611

p.i.n.#17-03-204-064-1018

1000 Lakeshore Plaza Unit 11B
Chicago, Illinois 60611

TOGETHER with all buildings and improvements now or hereafter erected thereon and all appurtenances, apparatus and fixtures and the rents, issues and profits thereof, of every name, nature and kind.

TO HAVE AND TO HOLD the said property unto said mortgagee forever, for the uses and purposes 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 Mortgagors do hereby release and waive.

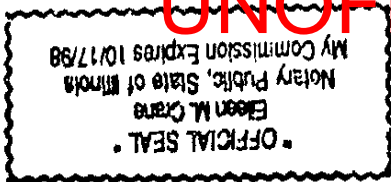
This Mortgage is given to secure: (1) The payment of a certain indebtedness payable to the order of the Mortgagee, evidenced by the Mortgagors' Note of even date herewith in the Principal sum of Fifty Thousand and no/100 and no/100 Dollars (\$ 50,000.00), together with interest in accordance with the terms thereof; (2) any additional advances made by Mortgagee to the Mortgagors or their successors in title, prior to the cancellation of this mortgage, and the payment of any subsequent Note evidencing the same, in accordance with the terms thereof. It is provided, however, that the total indebtedness outstanding at any one time and secured hereby shall in no event exceed Fifty Thousand and no/100 and no/100 Dollars (\$ 50,000.00).

It is the intention hereof to secure the payment of the total indebtedness of the Mortgagors to the Mortgagee within the limits prescribed herein whether the entire amount shall have been advanced to the Mortgagors at the date hereof or at a later date or having been advanced shall have been paid in part and future advances thereafter made. All such future advances so made shall be liens and shall be secured by this mortgage, and it is expressly agreed that all such future advances shall be liens on the property herein described as of the date hereof.

THE MORTGAGORS COVENANT: (1) The term "indebtedness" as herein used shall include all sums owed or agreed to be paid to the Mortgagee by the Mortgagors or their successors in title, either under the terms of said Note as originally executed or as modified and amended by any subsequent Note, or under the terms of this mortgage or any supplement thereto or otherwise; (2) To repay to the Mortgagee the indebtedness secured

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MAIL TO: OAK TRUST AND SAVINGS BANK
1000 N. Rush Street
Chicago, Illinois 60611

Eagan M. Cook

Given under my hand and Notarial Seal this 26th day of August, A.D. 1995.

I, a Notary Public, in and for the said county in the state aforesaid do hereby certify that Louis A. Bellar and Sara Bellar, his wife, 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 sealed and delivered the said instrument as their own free and voluntary act for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

STATE OF ILLINOIS }
COUNTY OF COOK } SS.

SARA BELLAR
(Seal)
LOUIS A. BELLAR
(Seal)

26th day of August, A.D. 1995

IN WITNESS WHEREOF the Mortgagors have hereunto set their hands and seals this

If there be only one mortgagor, all plural words herein referring to mortgagors shall be construed in the singular.

The purchase money.

Mortgagors. The purchaser at said sale shall have no duty to see to the application of the purchase money. The purchaser at said sale shall be returned to the indebtedness secured hereby, and finally the surplus, if any, shall be returned to the including the foreclosure decree and certificate of sale; there shall next be paid the guaranty policy or foreman certificate showing the complete title of said premises, costs, master's fees and costs of procuring or completing an abstract of title, title attorneys' fees and all expenses of advertising, selling and conveying said premises, shall first be paid out of the proceeds of such sale a reasonable sum for plaintiff's the expenses of such receivership; and upon foreclosure and sale of said premises there or other items necessary for the protection and preservation of the property, including toward the payment of the indebtedness or any deficiency decree, costs, taxes, insurance profits, when collected either before or after any foreclosure sale, may be applied and collect the rents, issues and profits of said premises during the pendency of such foreclosure suit, and the statutory period of redemption, and such rents, issues and sale and without notice to the mortgagors, appoint a receiver with power to manage, rent and collect the rents, issues and profits of said premises during the pendency of such foreclosure suit, and the statutory period of redemption, and such rents, issues and profits, when collected either before or after any foreclosure sale, may be applied toward the payment of the indebtedness or any deficiency decree, costs, taxes, insurance or other items necessary for the protection and preservation of the property, including the expenses of such receivership; and upon foreclosure and sale of said premises there shall first be paid out of the proceeds of such sale a reasonable sum for plaintiff's attorneys' fees and all expenses of advertising, selling and conveying said premises, all sums advanced for court costs, any taxes or other liens or assessments, or title costs, master's fees and costs of procuring or completing an abstract of title, title guaranty policy or foreman certificate showing the complete title of said premises, including the foreclosure decree and certificate of sale; there shall next be paid the indebtedness secured hereby, and finally the surplus, if any, shall be returned to the mortgagors.

(10) That in the event the ownership of the mortgaged premises or any part thereof becomes vested in a person or persons other than the mortgagors, the mortgagee may, without notice to the mortgagors deal with such successors in interest as with mortgagors; (11) That upon the commencement of any foreclosure proceeding here to the court in which such suit is filed may at any time, either before or after sale and without notice to the mortgagors, appoint a receiver with power to manage, rent and collect the rents, issues and profits of said premises during the pendency of such foreclosure suit, and the statutory period of redemption, and such rents, issues and profits, when collected either before or after any foreclosure sale, may be applied toward the payment of the indebtedness or any deficiency decree, costs, taxes, insurance or other items necessary for the protection and preservation of the property, including the expenses of such receivership; and upon foreclosure and sale of said premises there shall first be paid out of the proceeds of such sale a reasonable sum for plaintiff's attorneys' fees and all expenses of advertising, selling and conveying said premises, all sums advanced for court costs, any taxes or other liens or assessments, or title costs, master's fees and costs of procuring or completing an abstract of title, title guaranty policy or foreman certificate showing the complete title of said premises, including the foreclosure decree and certificate of sale; there shall next be paid the indebtedness secured hereby, and finally the surplus, if any, shall be returned to the mortgagors.

(9) That time is of the essence of this mortgage and of the Note secured hereby and no waiver of any right or obligation hereunder or of the obligations secured hereby shall at any time hereafter be held to be a waiver of the terms hereof, or of any Note secured hereby, and that the lien of this mortgage shall remain in full force and effect during any postponement or extension of the time of payment of the indebtedness or any part thereof secured hereby; (10) That in the event the ownership of the mortgaged premises or any part thereof becomes vested in a person or persons other than the mortgagors, the mortgagee may, without notice to the mortgagors deal with such successors in interest as with mortgagors; (11) That upon the commencement of any foreclosure proceeding here to the court in which such suit is filed may at any time, either before or after sale and without notice to the mortgagors, appoint a receiver with power to manage, rent and collect the rents, issues and profits of said premises during the pendency of such foreclosure suit, and the statutory period of redemption, and such rents, issues and profits, when collected either before or after any foreclosure sale, may be applied toward the payment of the indebtedness or any deficiency decree, costs, taxes, insurance or other items necessary for the protection and preservation of the property, including the expenses of such receivership; and upon foreclosure and sale of said premises there shall first be paid out of the proceeds of such sale a reasonable sum for plaintiff's attorneys' fees and all expenses of advertising, selling and conveying said premises, all sums advanced for court costs, any taxes or other liens or assessments, or title costs, master's fees and costs of procuring or completing an abstract of title, title guaranty policy or foreman certificate showing the complete title of said premises, including the foreclosure decree and certificate of sale; there shall next be paid the indebtedness secured hereby, and finally the surplus, if any, shall be returned to the mortgagors.

(7) To keep the mortgaged premises free from liens superior to the lien of this mortgage, except as aforesaid, and to pay when due any indebtedness which may be secured by lien or charges on the premises superior to the lien hereof; (8) That no sale or conveyance of said property will be made without the prior written consent of the mortgagee; (9) That time is of the essence of this mortgage and of the Note secured hereby and no waiver of any right or obligation hereunder or of the obligations secured hereby shall at any time hereafter be held to be a waiver of the terms hereof, or of any Note secured hereby, and that the lien of this mortgage shall remain in full force and effect during any postponement or extension of the time of payment of the indebtedness or any part thereof secured hereby; (10) That in the event the ownership of the mortgaged premises or any part thereof becomes vested in a person or persons other than the mortgagors, the mortgagee may, without notice to the mortgagors deal with such successors in interest as with mortgagors; (11) That upon the commencement of any foreclosure proceeding here to the court in which such suit is filed may at any time, either before or after sale and without notice to the mortgagors, appoint a receiver with power to manage, rent and collect the rents, issues and profits of said premises during the pendency of such foreclosure suit, and the statutory period of redemption, and such rents, issues and profits, when collected either before or after any foreclosure sale, may be applied toward the payment of the indebtedness or any deficiency decree, costs, taxes, insurance or other items necessary for the protection and preservation of the property, including the expenses of such receivership; and upon foreclosure and sale of said premises there shall first be paid out of the proceeds of such sale a reasonable sum for plaintiff's attorneys' fees and all expenses of advertising, selling and conveying said premises, all sums advanced for court costs, any taxes or other liens or assessments, or title costs, master's fees and costs of procuring or completing an abstract of title, title guaranty policy or foreman certificate showing the complete title of said premises, including the foreclosure decree and certificate of sale; there shall next be paid the indebtedness secured hereby, and finally the surplus, if any, shall be returned to the mortgagors.

(5) Neither to commit nor to suffer any strip, waste, impairment or deterioration of the mortgaged premises in good condition and repair; (6) To comply with all applicable laws, ordinances, rules and regulations of the nation, state and municipality, and neither to use nor permit the property to be used for any unlawful purpose; (7) To keep the mortgaged premises free from liens superior to the lien of this mortgage, except as aforesaid, and to pay when due any indebtedness which may be secured by lien or charges on the premises superior to the lien hereof; (8) That no sale or conveyance of said property will be made without the prior written consent of the mortgagee; (9) That time is of the essence of this mortgage and of the Note secured hereby and no waiver of any right or obligation hereunder or of the obligations secured hereby shall at any time hereafter be held to be a waiver of the terms hereof, or of any Note secured hereby, and that the lien of this mortgage shall remain in full force and effect during any postponement or extension of the time of payment of the indebtedness or any part thereof secured hereby; (10) That in the event the ownership of the mortgaged premises or any part thereof becomes vested in a person or persons other than the mortgagors, the mortgagee may, without notice to the mortgagors deal with such successors in interest as with mortgagors; (11) That upon the commencement of any foreclosure proceeding here to the court in which such suit is filed may at any time, either before or after sale and without notice to the mortgagors, appoint a receiver with power to manage, rent and collect the rents, issues and profits of said premises during the pendency of such foreclosure suit, and the statutory period of redemption, and such rents, issues and profits, when collected either before or after any foreclosure sale, may be applied toward the payment of the indebtedness or any deficiency decree, costs, taxes, insurance or other items necessary for the protection and preservation of the property, including the expenses of such receivership; and upon foreclosure and sale of said premises there shall first be paid out of the proceeds of such sale a reasonable sum for plaintiff's attorneys' fees and all expenses of advertising, selling and conveying said premises, all sums advanced for court costs, any taxes or other liens or assessments, or title costs, master's fees and costs of procuring or completing an abstract of title, title guaranty policy or foreman certificate showing the complete title of said premises, including the foreclosure decree and certificate of sale; there shall next be paid the indebtedness secured hereby, and finally the surplus, if any, shall be returned to the mortgagors.

(4) To keep the buildings and improvements situated on said property continuously insured against fire and such other hazards, in such amount and with such carrier as the mortgagee shall approve, with loss payable to the mortgagee as its interests may appear; (5) Neither to commit nor to suffer any strip, waste, impairment or deterioration of the mortgaged premises in good condition and repair; (6) To comply with all applicable laws, ordinances, rules and regulations of the nation, state and municipality, and neither to use nor permit the property to be used for any unlawful purpose; (7) To keep the mortgaged premises free from liens superior to the lien of this mortgage, except as aforesaid, and to pay when due any indebtedness which may be secured by lien or charges on the premises superior to the lien hereof; (8) That no sale or conveyance of said property will be made without the prior written consent of the mortgagee; (9) That time is of the essence of this mortgage and of the Note secured hereby and no waiver of any right or obligation hereunder or of the obligations secured hereby shall at any time hereafter be held to be a waiver of the terms hereof, or of any Note secured hereby, and that the lien of this mortgage shall remain in full force and effect during any postponement or extension of the time of payment of the indebtedness or any part thereof secured hereby; (10) That in the event the ownership of the mortgaged premises or any part thereof becomes vested in a person or persons other than the mortgagors, the mortgagee may, without notice to the mortgagors deal with such successors in interest as with mortgagors; (11) That upon the commencement of any foreclosure proceeding here to the court in which such suit is filed may at any time, either before or after sale and without notice to the mortgagors, appoint a receiver with power to manage, rent and collect the rents, issues and profits of said premises during the pendency of such foreclosure suit, and the statutory period of redemption, and such rents, issues and profits, when collected either before or after any foreclosure sale, may be applied toward the payment of the indebtedness or any deficiency decree, costs, taxes, insurance or other items necessary for the protection and preservation of the property, including the expenses of such receivership; and upon foreclosure and sale of said premises there shall first be paid out of the proceeds of such sale a reasonable sum for plaintiff's attorneys' fees and all expenses of advertising, selling and conveying said premises, all sums advanced for court costs, any taxes or other liens or assessments, or title costs, master's fees and costs of procuring or completing an abstract of title, title guaranty policy or foreman certificate showing the complete title of said premises, including the foreclosure decree and certificate of sale; there shall next be paid the indebtedness secured hereby, and finally the surplus, if any, shall be returned to the mortgagors.

7-16-95