

95170209

DEPT OF RECORDING

3/21/95

MORTGAGE

This Mortgage is executed JANUARY 26 1995 between
JAMES LUMSDEN AND BARBARA LUMSDEN A/K/A BARBARA A WILKIN
HUSBAND AND WIFE

1995 JAN 27 10:11 AM
#7729 # 1.1 #-1705 1 2 0 1 0 1 9
COOK COUNTY RECORDER

("Mortgagors") and Security Bank S.S.B., a Wisconsin Corporation, ("Mortgagee"),
WITNESSETH:

WHEREAS the Mortgagors have executed a note of even date herewith, in the principal sum of
ONE HUNDRED SIXTY-SEVEN THOUSAND AND FIVE HUNDRED AND 00/100 Dollars
(\$ 167,500.00), payable to the order of and delivered to the Mortgagee, whereby the Mortgagors
promise to pay the said principal sum and interest as provided in said note.

NOW, THEREFORE, the Mortgagors to secure the payment of the obligations of said note in accordance
with the terms, provisions and limitations of this mortgage, and the performance of the covenants and agreements
herein contained, by the Mortgagors to be performed, and also in consideration of the sum of One Dollar, the
receipt whereof is hereby acknowledged, do CONVEY AND WARRANT unto the Mortgagee, and the Mortgagee's
successors and assigns, the following described Real Estate and all of their estate, right, title and interest therein,
situate, lying and being in COOK COUNTY, STATE OF ILLINOIS, to wit:

LOT 3 IN DAVID LINDBLOM'S SUBDIVISION OF THE SOUTH 125 FEET OF LOTS 8 AND 9 IN
SCHAEFGEN'S SUBDIVISION OF LOTS 6 AND 7 IN COUNTY CLERK'S DIVISION IN THE WEST
1/2 OF FRACTIONAL SECTION 33, TOWNSHIP 42 NORTH, RANGE 13, EAST OF THE THIRD
PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED DECEMBER 21, 1895 AS
DOCUMENT NO. 2324178 IN COOK COUNTY, ILLINOIS.

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which, with the property hereinafter described, is referred to herein as the "premises".

Permanent Real Estate Index Number(s): 05-33-116-735-0000
Address of Real Estate: 2138 WILMETTE AVE, WILMETTE IL 60091

TOGETHER with all improvements, tenements, easements, fixtures, and appurtenances thereof belonging,
and all rents and profits thereof during all such times as Mortgagors may be entitled thereto and all apparatus and
equipment now or hereafter used to supply heat, gas, air conditioning, water, light, power and ventilation, including
screens, window shades, storm doors and windows, floor coverings, lawns, stoves and water heaters. All of the
foregoing are declared to be a part of said real estate whether physically attached thereto or not, and it is agreed
that all similar apparatus and equipment hereafter placed in the premises by Mortgagors or their successors or
assigns shall be considered as constituting part of the real estate.

TO HAVE AND TO HOLD the premises unto the Mortgagee, and the Mortgagee's successors and assigns,
forever, for the purposes, and upon the uses herein set forth, free from all rights and benefits under and by virtue
of the Homestead Exemption Laws of the State of Illinois, which said rights and benefits the Mortgagors do hereby
expressly release and waive.

This mortgage consists of two pages. The covenants, conditions and provisions appearing on page
2 (the reverse side of this mortgage) are incorporated herein by reference and are a part hereof and shall be
binding on Mortgagors, their heirs, successors and assigns.

NOTICE TO CUSTOMER

(a) DO NOT SIGN THIS BEFORE YOU READ THE WRITING ON THE REVERSE SIDE, EVEN IF
OTHERWISE ADVISED. (b) DO NOT SIGN THIS IF IT CONTAINS ANY BLANK SPACES. (c) YOU ARE
ENTITLED TO AN EXACT COPY OF ANY AGREEMENT YOU SIGN. (d) YOU HAVE THE RIGHT AT
ANY TIME TO PAY IN ADVANCE THE UNPAID BALANCE DUE UNDER THIS AGREEMENT, AND
YOU MAY BE ENTITLED TO A PARTIAL REFUND OF THE FINANCE CHARGE.

Witness the hand . . . and seal . . . of Mortgagors the day and year first above written.

James Lumsden (Seal)
JAMES LUMSDEN
(Seal)

Barbara Lumsden (Seal)
BARBARA LUMSDEN
(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 James Lumsden & Barbara Lumsden
personally known to me to be this 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 official seal, this 26 day of January, 1995.
Commission expires Oct 7 1998 Barbara A. Bartolomeo Notary Public

This instrument was prepared by ROBERT J SCHROEDER
Mail this instrument to SECURITY BANK SSB
CONSUMER LOAN DEPT
184 W WISCONSIN AVE
MILWAUKEE WI 53203

"OFFICIAL SEAL"
Barbara A. Bartolomeo
Notary Public, State of Illinois
My Commission Expires

23 30
EA

95170209

UNOFFICIAL COPY

THIS MORTGAGE:

1. Mortgagors shall (1) promptly repair, restore or rebuild any buildings or improvements now or hereafter on the premises which may become damaged or be destroyed; (2) keep said premises in good condition and repair, without waste, and free from mechanic's or other liens or claims for lien not expressly subordinated to the lien thereof; (3) pay when due any indebtedness which may be secured by a lien or charge on the premises superior to the lien hereof, and upon request exhibit satisfactory evidence of the discharge of such prior lien to the Mortgagee; (4) complete within a reasonable time any building or buildings now or at any time in process of erection upon said premises; (5) comply with all requirements of law or municipal ordinances with respect to the premises and the use thereof; (6) make no material alterations in said premises except as required by law or municipal ordinance.

2. Mortgagors shall pay before any penalty attached all general taxes, and shall pay special taxes, special assessments, water charges, sewer service charges, and other charges against the premises when due, and shall, upon request, furnish to the Mortgagee receipts therefor.

3. In the event of the enactment after this date of any law of Illinois deducting from the value of land for the purpose of taxation any lien thereon, or imposing upon the Mortgagee the payment of the whole or any part of the taxes or assessments or charges or liens herein required to be paid by Mortgagors, or changing in any way the laws relating to the taxation of mortgages or debts secured by mortgages or the mortgagee's interest in the property, or the manner of collection of taxes, so as to affect this mortgage or the debt secured hereby or the holder thereof, then and in any such event, the Mortgagors, upon demand by the Mortgagee, shall pay such taxes or assessments, or reimburse the Mortgagee therefor provided, however that if in the opinion of counsel for the Mortgagee (a) it might be unlawful to require Mortgagors to make such payment or (b) the making of such payment might result in the imposition of interest beyond the maximum amount permitted by law, then and in such event, the Mortgagee may elect, by notice in writing given to the Mortgagors, to declare all of the indebtedness secured hereby to be and become due and payable sixty (60) days from the giving of such notice.

4. Mortgagors shall keep all buildings and improvements now or hereafter situated on said premises insured against loss or damage by fire, lightning and windstorm under policies providing for payment by the insurance companies of moneys sufficient either to pay the cost of replacing or repairing the same or to pay in full the indebtedness secured hereby, all in companies satisfactory to the Mortgagee, under insurance policies payable, in case of loss or damage, to the Mortgagee, such rights to be evidenced by the standard mortgage clause to be attached to each policy and shall deliver all policies, including additional and renewal policies to the Mortgagee, and in case of insurance about to expire, shall deliver renewal policies not less than ten days prior to the respective dates of expiration.

5. In case of default therein, Mortgagee may, but need not, make any payment or perform any act heretofore required of Mortgagors in any form and manner deemed expedient, and may, but need not, make full or partial payments of principal or interest on prior encumbrances, if any, and purchase, discharge, compromise or settle any tax lien or other prior lien or title or claim thereof, or redeem from any tax sale or forfeiture affecting said premises or contest any tax or assessment. All moneys paid for any of the purposes herein authorized and all expenses paid or incurred in connection therewith, including attorneys' fees, and any other moneys advanced by Mortgagee to protect the mortgage premises and the lien hereof, shall be so much additional indebtedness secured hereby and shall become immediately due and payable without notice and with interest thereon at the highest rate now permitted by Illinois law. Inaction of Mortgagors shall never be considered as a waiver of any right accruing to the Mortgagee on account of any default hereunder on the part of the Mortgagors.

6. The Mortgagee making any payment hereby authorized relating to taxes or assessments, may do so according to any bill, statement or estimate procured from the appropriate public office without inquiry into the accuracy of such bill, statement or estimate or into the validity of any tax, assessment, sale, forfeiture, tax lien or title or claim thereof.

7. Mortgagors shall pay each item of indebtedness herein mentioned, both principal and interest, when due according to the terms hereof. At the option of the Mortgagee and without notice to Mortgagors, all unpaid indebtedness secured by this mortgage shall, notwithstanding anything in the note or in this mortgage to the contrary, become due and payable (a) immediately in the case of default in making payment of any installment of principal or interest on the note, or (b) when default shall occur and continue for three days in the performance of any other agreement of the Mortgagors herein contained.

8. When the indebtedness hereby secured shall become due whether by acceleration or otherwise, Mortgagee shall have the right to foreclose the lien hereof. In any suit to foreclose the lien hereof, there shall be allowed and included as additional indebtedness in the decree for sale all expenditures and expenses which may be paid or incurred by or on behalf of Mortgagee for attorneys' fees appraiser's fees, outlays for documentary and expert evidence, stenographers' charges, publication costs and costs (which may be estimated as to items to be expended after entry of the decree) of procuring all such abstracts of title, title searches, and examinations, title insurance policies, and similar data and assurances with respect to title as Mortgagee may deem to be reasonably necessary either to prosecute such suit or to evidence to bidders at any sale which may be had pursuant to such decree the true condition of the title to or the value of the premises. All expenditures and expenses of the nature in this paragraph mentioned shall become so much additional indebtedness secured hereby and immediately due and payable, with interest thereon at the highest rate now permitted by law, when paid or incurred by Mortgagee in connection with (a) any proceeding, including probate and bankruptcy proceedings, to which the Mortgagee shall be a party, either as plaintiff, claimant or defendant, by reason of this mortgage or any indebtedness hereby secured; or (b) preparations for the commencement of any suit for the foreclosure hereof after accrual of such right to foreclose whether or not actually commenced; or (c) preparations for the defense of any actual or threatened suit or proceeding which might affect the premises or the security hereof.

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