

# UNOFFICIAL COPY

MORTGAGE

RECORDED  
INDEXED  
MAY 11 1996  
COOK COUNTY REC'D

96504736

THIS INDENTURE WITNESSETH that the undersigned Peter S. Barnes, married to Valerie A. Barnes

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:

DEPT-01 RECORDING \$25.00  
T#0012 TRAN 1160 07/01/96 12:26:00  
#6327 # DT \*--96--504736  
COOK COUNTY RECORDER

SEE LEGAL DESCRIPTION ATTACHED HERETO AND MADE A PART HEREOF

As part consideration for making the loan Secured by this Mortgage, Valerie A. Barnes, waives all right of Homestead exemption in the Property and waives, disclaims and releases all rights and benefits, if any, under or by virtue of the Illinois Marriage ... and Dissolution of Marriage Act, and subordinates all equitable interests in the Property, if any, to the lien of this Mortgage.

THIS INSTRUMENT WAS PREPARED BY:  
WILLIAM T. O'NEILL, ATTORNEY-AT-LAW  
1000 NORTH RUSH STREET  
CHICAGO, ILLINOIS 60611

x Valerie A. Barnes  
Valerie A. Barnes

P.I.N. #17-04-207-087-1033 & 17-04-207-087-1113  
Address 1560 N. Sandburg Terrace #3601J and #3603J, Chicago, Illinois 60610  
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 One hundred thousand and no/100

and no/100 Dollars (\$ 100,000.00 ), 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 One hundred thousand and no/100 and no/100 Dollars (\$ 100,000.00 ).

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

BOX 333-CTI

Later Date F 2 Mw 96 17 974 F 2 282

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Official Seal  
MARGARET M. COX  
Notary Public, State of Illinois

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

Given under my hand and Notarial Seal this 24th day of June A.D. 1996

I, a Notary Public, in and for the said county in the state aforesaid do hereby certify that Peter S. Barnes and Valerie A. Barnes  
personally known to me to be the same persons (whose names) 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 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.

(Seal) \_\_\_\_\_  
Peter S. Barnes  
(Seal) \_\_\_\_\_

IN WITNESS WHEREOF the Mortgagors have hereunto set their hands and seals this 24th day of June A.D. 1996  
If there be only one mortgagor, all plural words herein referring to mortgagors shall be construed in the singular.

the purchase money. The purchaser at said sale shall have no duty to see to the application of mortgagors. The purchaser secured hereby, and finally the surplus, if any, shall be returned to the indebtedness secured hereby, and finally the surplus, if any, shall be returned to the mortgagors. The purchaser at said sale shall have no duty to see to the application of including the foreclosure decree and Certificate of Sale; there shall next be paid the guaranty policy or Torrens Certificate showing the complete title of said premises, costs, master's fees and costs of procuring or completing an abstract of title, title all sums advanced for court costs, any taxes or other liens or assessments, or 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 foreclosure suit, and the statutory period of redemption, and such rents, issues and and collect the rents, issues and profits of said premises during the pendency of such sale and without notice to the mortgagors, appoint a receiver with power to manage, rent hereto to the court in which such suit is filed may at any time, either before or after as with mortgagors; (11) That upon the commencement of any foreclosure proceeding with reference to this mortgage and the indebtedness hereby secured in the same manner mortgagee may without notice to the mortgagors deal with such successor(s) in interest part thereof becomes vested in a person or persons other than the mortgagors, the secured hereby. (10) That in the event the ownership of the mortgage premises or any postponement or extension of the time of payment of the indebtedness or any part thereof and that the lien of this mortgage shall remain in full force and effect during any thereafter be held to be a waiver of the terms hereof, or of any Note secured hereby, right or obligation hereunder or of the obligations secured hereby shall at any time is of the essence of this mortgage and of the Note secured hereby and no waiver of any property will be made without the prior written consent of the mortgagors; (9) That time on the premises superior to the lien hereof; (8) That no sale or conveyance of said mortgaged premises free from liens superior to the lien of this mortgage, except as to pay when due any indebtedness which may be secured by lien or charges neither to use nor permit the property to be used for any unlawful purpose; (7) To keep laws, ordinances, rules and regulations of the nation, state and municipality, and mortgaged premises in good condition and repair; (6) To comply with all applicable or deterioration of the mortgaged premises or any part thereof, and to maintain the interests may appear; (5) Neither to commit nor to suffer any strip, waste, impairment continually insured against fire and such other hazards, in such amount and with such property or any part thereof, and to deliver receipts thereof to the mortgage promptly upon demand; (4) To keep the buildings and improvements situated on said property time hereafter; (3) To pay when due all taxes and assessments levied against said hereby, whether such sums shall have been paid at the date hereof or at any supplement thereto or otherwise; (2) To repay to the mortgagor the indebtedness secured

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UNIT NO. 3601J AND 3603J IN CARL SANDBURG VILLAGE CONDOMINIUM UNIT NO. 7, AS DELINEATED ON A SURVEY OF THE FOLLOWING DESCRIBED REAL ESTATE:

LOT 1 (EXCEPT THE NORTH 85.05 FEET AND THE EAST 30.00 FEET THEREOF), LOT 2 (EXCEPT THE SOUTH 56.30 FEET OF THE WEST 175.50 FEET THEREOF), LOT 3 AND THAT PORTION OF GERMANIA PLACE LYING WEST OF THE WEST LINE OF THE SAID EAST 30.00 FEET OF LOT 1 EXTENDED SOUTH TO THE NORTH LINE OF SAID LOT 2, ALL IN CHICAGO LAND CLEARANCE COMMISSION NO. 1, BEING A CONSOLIDATION OF LOTS AND PARTS OF LOTS AND VACATED ALLEYS IN BRONSON'S ADDITION TO CHICAGO AND CERTAIN RESUBDIVISIONS, ALL IN THE NORTHEAST 1/4 OF SECTION 4, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, WHICH SURVEY IS ATTACHED AS EXHIBIT 'A' TO THE DECLARATION OF CONDOMINIUM RECORDED AS DOCUMENT 25362049 AND FILED AS DOCUMENT LR3179558, TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS.

P.T.W

17-04-2017-1033

C/K/A

1560 N. Sandburg

Chicago, Ill

96504236

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Property of Cook County Clerk's Office