

GEORGE E. COLE
LEGAL FORMS

No. 100
November 1994

MORTGAGE-STATUTORY FORM
(ILLINOIS)

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THE MORTGAGOR _____
American National Bank and
Trust Company of Chicago as trustee under
Trust No. 600463-07, of Chicago in the County of
Cook _____ and State of Illinois _____, Mortgage _____
and Warrant _____ to LEONARD BRUNO _____

of the City of Darien _____ County of DuPage _____
_____ and State of Illinois _____

to secure the payment of _____ a _____ certain promissory note _____, executed
by the mortgagor _____, bearing even date herewith, payable to the order of
LEONARD BRUNO

the following described real estate, to-wit:

Above Space for Recorder's Use Only

~~XXXXXX AND~~ THE WEST 12 FEET OF LOT 14, ^{ALL OF LOT 15} AND THE EAST 10 FEET OF LOT 16 IN E. MANCHESTER NICHOLS ADDITION TO CHICAGO, A SUBDIVISION OF THE NORTH 1/2 OF BLOCK 8 (EXCEPT THE SOUTH 29.5 FEET THEREOF) IN CANAL TRUSTEE'S SUBDIVISION OF SECTION 7, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

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situated in the County of Cook _____, in the State of Illinois, hereby releasing and waiving all rights under and by virtue of the Homestead Exemption Laws of this State.

Permanent Real Estate Index Number(s): PIN #17-07-100-007-0000

Address(es) of real estate: 2331-33 W. Chicago Avenue, Chicago, IL 60622

Dated this 12th day of February, 19 98

(SEAL)

Please print or type name(s)
below signatures

FOR SIGNATURES AND EXCULPATORY LANGUAGE (SEAL)
AND PROVISIONS OF AMERICAN NATIONAL
BANK AND TRUST COMPANY OF CHICAGO AS
TRUSTEE UNDER TRUST NO. 600463-07 (SEAL) see
rider attached hereto and is expressly
incorporated herein and made a part hereof. (p. 4) (SEAL)

This instrument was prepared by PAUL G. PETERSON 2123 Wilmette Ave., Wilmette, IL 6009
(Name and Address)

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(p. 3)

13. No action for the enforcement of the lien or of any provision hereof shall be subject to any defense which would not be good and available to the party interposing same in an action at law upon the note hereby secured *upon prior notice to Mortgagor*

14. The Mortgagee shall have the right to inspect the premises at all reasonable times and access thereto shall be permitted for that purpose.

15. ~~The Mortgagors shall periodically deposit with the Mortgagee such sums as the Mortgagee may reasonably require for payment of taxes and assessments on the premises. No such deposit shall bear any interest.~~

16. If the payment of said indebtedness or any part thereof be extended or varied or if any part of the security be released, all persons now or at any time hereafter liable therefor, or interested in said premises, shall be held to assent to such extension, variation or release, and their liability and the lien and all provisions hereof shall continue in full force, the right of recourse against all such persons being expressly reserved by the Mortgagee, notwithstanding such extension, variation or release.

17. Mortgagee shall release this mortgage and lien thereof by proper instrument upon payment and discharge of all indebtedness secured hereby and payment of a reasonable fee to Mortgagee for the execution of such release.

18. This mortgage and all provisions hereof, shall extend to and be binding upon Mortgagors and all persons claiming under or through Mortgagors, and the word "Mortgagors" when used herein shall include all such persons and all persons liable for the payment of the indebtedness or any part thereof, whether or not such persons shall have executed the note or this mortgage. The word "Mortgagee" when used herein shall include the successors and assigns of the Mortgagee named herein and the holder or holders, from time to time, of the note secured hereby.

19. It is understood and agreed between the parties hereto that the Mortgagee reserves the right to refuse any prepayment of this Mortgage for three years from today, and that in the event of any prepayment herein, Mortgagee shall pay, in addition to the then unpaid principal remaining, a prepayment penalty corresponding to the amount shown on a certain Prepayment Penalty Schedule dated Dec. 30, 1997 for reference purposes, the amount of \$65,000 being the amount corresponding with prepayment made, if accepted by Mortgagee, during March, 1998, the amount of \$64,705.76 being the amount corresponding with prepayment made, if accepted by Mortgagee, during April, 1998 and so forth, with each succeeding amount entered on such schedule corresponding with the next succeeding month forthwith, for each year noted thereupon, and the monthly prepayment penalty amount noted immediately next to such year designation corresponding with the month of April for the various succeeding years of the Mortgage term herein ie: Year 1 is April, 1998, Year 2 starts on April, 1999 and so forth, and further the parties hereto agree that any such prepayment penalties herein are to diminish during the term of this Mortgage by each month from the amounts noted above, according to generally acceptable accounting principals, until such prepayment penalties are, at the end of the term of this mortgage, reduced to \$0 in amount due.

20. It is further understood that Mortgagee reserves the right to refuse any prepayment on this Mortgage less than the entire amount due at such time, including the total prepayment penalty then due according to the above formula and referenced schedule noted in #19 above, unless the parties have both agreed to such other terms in writing first.

21. It is further agreed that Mortgagee shall pay, upon presentation of the real estate tax bill for the property hereinabove noted and involved, for taxes due in 1998 and on account of the period for 1997 (1997 tax bills) directly to the Cook County Collector, timely and before same are due, for each of two installments for that year, and shall document and notify Mortgagor of payment of same, which was previously agreed upon in a certain contract for the sale herein, all further taxes thereafter shall be the exclusive liability and responsibility of Mortgagor to pay directly to the Cook County Collector.

22. If Mortgagee shall fail to pay those amounts noted in #21 above, Mortgagor shall have the right to pay same and deduct a like amount from further Mortgage payments due to Mortgagee upon documentation of such amount paid thereupon.

L providing Mortgagee with

Initials CR

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