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LEGAL DESCRIPTION RIDER ATTACHED HERETO AND MADE PART OF THIS DOCUMENT

Unit 1-D and Garage Space Unit 7 in the Ridge Square Condominium, as delineated on a survey of the following described property:

Parcel 1: Lot 2 in Block 9 in L. Hodge's Addition to Park Ridge, being a subdivision of the Northeast quarter of Section 35, South of Railroad, except 40 acres in the Southwest corner of said Northeast quarter and East half of the Southeast quarter of Section 35, Township 41 North, Range 12, East of the Third Principal Meridian, and 8.73 acres in the Northeast quarter of the Northeast quarter of Section 2, Township 40 North, Range 12, East of the Third Principal Meridian, lying North of Public Road in Cook County, Illinois.

Parcel 2: A tract of land of the Southeasterly side of Lot 1 in Block 9 in L. Hodge's Addition to Park Ridge, in Section 35, Township 41 North, Range 12 East of the Third Principal Meridian, described as follows: Commencing at the most Easterly corner of Lot 1, being the intersection of the Southeasterly line thereof with the Westerly line of Right of Way of Chicago and Northwestern Railroad Company; thence in a Northwesterly direction along the Southeasterly line of said Lot 1, being Southwesterly line of Right of Way of Railroad Company, a distance of 9 feet 2-1/2 inches to a point; thence in a Southwesterly direction to a point on the Westerly line of Lot 1 aforesaid, being the Easterly line of Vine Avenue, 13 feet 7 inches Northerly from Southerly corner of said Lot 1; thence Southerly along the West line of said Lot 1, being the Easterly line of Vine Avenue, a distance of 13 feet 7 inches to most Southerly corner of said Lot; thence Northeasterly along the Southeasterly line of said Lot 1 to the point of beginning, in Cook County, Illinois.

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Parcel 3: The Northwesterly 50 feet of Lot 3 in Block 9 in L. Hodge's Addition to Park Ridge, being a Subdivision of the Northeast Quarter of Section 35, South of Railroad, except 40 acres in the Southwest corner of said Northeast quarter and East half of the Southeast Quarter of Section 35, Township 41 North, Range 12, East of the Third Principal Meridian, and 8.73 acres in the Northeast Quarter of the Northeast quarter of Section 2, Township 40 North, Range 12, East of the Third Principal Meridian, lying North of Public Road in Cook County, Illinois, as delineated on the survey which is attached as Exhibit "C" to the Condominium Declaration made by Parkway Bank and Trust Company, as Trustee under Trust No. 5203 dated December 22, 1979 and registered with the Registrar of Torrens Titles, for Cook County, Illinois, on March 23, 1982 as document number 3253705 and recorded with the Recorder of Deeds of Cook County, Illinois on March 23, 1982, as document number 26180275; together with its undivided percentage interest in the common elements.

Mortgagor also hereby grants to Mortgagee, its successors and assigns, as rights and easements appurtenant to the above described real estate, the rights and easements for the benefit of said property set forth in the aforementioned Declaration of Condominium.

This mortgage is subject to all rights, easements, restrictions, conditions, covenants and reservations contained in said Declaration the same as though the provisions of said Declaration were recited and stipulated at length herein.

MORTGAGE

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THE ABOVE SPACE FOR RECORDER'S USE ONLY

THIS INDENTURE, made November 23, 1985, between Joseph R. Vucich Revocable Trust u/a dtd. January 2, 1975, and Betty Kathryn Vucich Revocable Trust under Agreement dated January 2, 1975, (herein referred to as "Mortgagors,") and First State Bank & Trust Company of Park Ridge a banking corporation organized under the laws of the State of Illinois, doing business in Park Ridge, Illinois, (herein referred to as "Mortgagee,")

WITNESSETH

THAT WHEREAS Mortgagors are justly indebted to Mortgagee in the sum of EIGHTY THOUSAND AND NO/100----- dollars (\$80,000.00) evidenced by a certain Promissory Note of even date herewith executed by Mortgagors, payable to the order of the Mortgagee and delivered, by which Note Mortgagors promise to pay said principal sum and interest on the balance of principal remaining from time to time unpaid at the rate of 12.75 per cent (12.34%) per annum prior to maturity, at the office of Mortgagee in Park Ridge, Illinois, in 60 successive monthly installments commencing February 1, 1986, and on the same date of each month thereafter, all except the last of said installments to be in the amount of \$ 887.25 each, and said last installment to be the entire unpaid balance of said sum, together with interest on the principal of each installment after the original maturity date thereof at 17.75% per annum; together with all costs of collection, including reasonable attorneys' fees, upon default, (hereinafter referred to as the "Note"),

NOW, THEREFORE, the Mortgagors to secure the payment of said Note in accordance with its terms and the terms, provisions and limitations of this Mortgage, and all extensions and renewals thereof, and the performance of the covenants and agreements herein contained, by the Mortgagors to be performed, and also in consideration of One Dollar in hand paid, the receipt whereof is hereby acknowledged, do by these presents Mortgage and Warrant to the Mortgagee, its successors and assigns, the following described Real Estate in the County of Cook and State of Illinois, to wit:

See Legal Description Rider attached hereto

- * Joseph R. Vucich as Trustee of the
** Betty Kathryn Vucich as Trustee of the

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

TOGETHER with all improvements, tenements, easements, fixtures and appurtenances thereto belonging, and all rents, issues and profits thereof for so long and during all such times as Mortgagors may be entitled thereto (which are pledged primarily and on a parity with said real estate and not secondarily), and all apparatus, equipment or articles now or hereafter therein or thereon used to supply heat, gas, air conditioning, water, light, power, refrigeration (whether single units or centrally controlled), and ventilation, including (without restricting the foregoing), screens, window shades, storm doors and windows, door coverings, inador beds, awnings, 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, equipment or articles hereafter placed on the premises by the Mortgagors or their successors shall be considered as constituting part of the real estate.

TO HAVE AND TO HOLD the premises unto the Mortgagee, its successors and assigns, forever, for the purposes 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 hereof) among other things, require Mortgagors to keep the premises in repair, insured and free of liens and to pay and discharge prior liens and taxes, provide that if not paid by Mortgagors, the costs of such repairs, insurance, prior liens and taxes paid by Mortgagee constitute additional indebtedness secured hereby, provide for tax and insurance deposits, for acceleration of maturity of the Note and foreclosure hereof in case of default and for the allowance of Mortgagee's attorneys' fees and expenses of foreclosure, and are incorporated herein by reference, are a part hereof, and shall be binding on the Mortgagors and those claiming through them.

In the event Mortgagor sells or conveys the premises, or if title thereto or any interest therein shall become vested in any manner whatsoever in any other person or persons other than the Mortgagor, or upon the death of any Mortgagor, Mortgagee shall have the option of declaring immediately due and payable all unpaid installments on the Note and enforcing the provisions of the Mortgage with respect thereto.

Signed and sealed by the Mortgagors the date first above written:
JOSEPH R. VUCICH REVOCABLE TRUST UNDER AGREEMENT DATED JANUARY 2, 1975
BY: Joseph R. Vucich, Trustee
BETTY KATHRYN VUCICH REVOCABLE TRUST UNDER AGREEMENT DATED JANUARY 2, 1975
BY: Betty Kathryn Vucich, Trustee

I, Mildred Nosko, a Notary Public in and for and residing in said County, in the State aforesaid, DO HEREBY CERTIFY THAT Joseph R. Vucich, Trustee, and Betty Kathryn Vucich, Trustee, who are 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 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 all rights under any homestead, exemption and valuation laws.

GIVEN under my hand and Notarial Seal this 23rd day of November, A.D. 1985.

This instrument prepared by: Robert R. Chodil, Vice President First State Bank & Trust Co. of Park Ridge

Mildred Nosko Notary Public Commission Expires June 28, 1987

NAME FIRST STATE BANK & TRUST CO.
STREET OF PARK RIDGE
CITY 607-611 DEVON AVENUE
INSTRUCTIONS PARK RIDGE, ILLINOIS 60068
RECORDER'S OFFICE BOX NUMBER

FOR RECORDERS INDEX PURPOSES INSERT STREET ADDRESS OF ABOVE DESCRIBED PROPERTY HERE
209 Vine St., Unit 1D
Park Ridge IL 60068

Vertical text on the left margin: 1358732 r ofm p/prop

Vertical text on the right margin: 3486187

UNOFFICIAL COPY

607-611 DEVON AVENUE PARK RIDGE, ILLINOIS 60033

OF PARK RIDGE

FIRST STATE BANK & TRUST CO.

1. Mortgages... (1) The mortgagor... (2) The mortgagor... (3) The mortgagor... (4) The mortgagor... (5) The mortgagor... (6) The mortgagor... (7) The mortgagor... (8) The mortgagor... (9) The mortgagor... (10) The mortgagor...

2. In addition to the monthly payments of principal and interest payable under the terms of the Note, the Mortgagor agrees to pay to the holder of the Note, when required by the holder of the Note, such sums as may be specified for the purpose of establishing a reserve for the payment of premiums on policies of fire insurance and such other hazards as shall be required hereunder covering the mortgaged premises...

3. The privilege is granted to make prepayments on principal of the Note on any interest payment date upon thirty days prior written notice provided, however, that all such prepayments in any calendar year in excess of twenty per cent (20%) of the original principal amount of the Note will be applied only toward payment of a coupon due in that calendar year...

4. Mortgagor may collect a late charge equal to one-twelfth (1/12th) of one per cent (1%) on the unpaid balance of the indebtedness hereby secured for each aggregate monthly payment of principal, interest, taxes, assessments, insurance premiums, or other charges, more than fifteen (15) days in arrears...

5. Mortgagor agrees that Mortgagor may employ counsel for advice or other legal services at the Mortgagor's discretion in connection with any dispute as to the debt hereby secured by the lien of this instrument, or any litigation to which the Mortgagor may be made a party on account of this lien...

6. In case of default herein, Mortgagor may, but need not, make any payment or perform any act herein required of Mortgagor in any form and manner deemed expedient and may, but need not, make full or partial payments of principal or interest on prior encumbrances...

7. Mortgagor, making any payment hereof, without prejudice to any assessment or assessments, may do so according to any bill, statement or estimate procured from the appropriate public officer without inquiry into the accuracy of such bill, statement or estimate or into the validity of any tax, assessment, sale, foreclosure, or lien of title or claim thereon...

8. At the option of the Mortgagor and without notice to Mortgagor, 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 on the Note or on any other obligation secured hereby, or (b) when default shall occur or continue for three days in the performance of any other agreement of the Mortgagor herein contained...

9. In the event that Mortgagor or either of them is a party to the appointment of a receiver, trustee, or liquidator of all or a substantial part of Mortgagor's assets, or is a party to any bankruptcy, insolvency, reorganization, or arrangement for the benefit of creditors, or is a party to any proceeding in any court or before any governmental or quasi-governmental body, or is a party to any proceeding in any court or before any governmental or quasi-governmental body...

10. When the indebtedness hereby secured shall become due whether by acceleration or otherwise, Mortgagor shall have the right to foreclose the lien hereof. In any suit to foreclose the lien hereof, there shall be allowed and included as the total indebtedness in the decree for sale all expenditures and expenses which may be paid or incurred by or on behalf of Mortgagor for the attorney's fees, appraisal fees, and other documentary and expert evidence, stenographic charges, publication costs and costs...

11. The proceeds of any foreclosure sale of the premises shall be distributed and applied in the following order of priorities: First, on account of all costs and expenses incurred in such proceedings, including all such items as are mentioned in the preceding paragraph hereof; second, all principal and interest which under the terms hereof constitute secured indebtedness; and third, the balance, if any, shall be paid to the holder of title of the value of the property at the time of the sale...

12. Upon, or at any time after the filing of suit to foreclose this Mortgage, the Court in which such suit is filed may appoint a receiver of said premises. Such appointment may be made either before or after sale, without notice, without regard to the solvency or insolvency of Mortgagor at the time of application for such receiver and without regard to the value of the premises or whether the same shall be then occupied as a homestead or not, and the Mortgagor may be appointed as such receiver and shall be deemed to have accepted the office of receiver of said premises and shall have the powers and authority of a receiver of such premises...

13. The Mortgagor will not at any time (a) sue, or plead, or in any manner whatsoever claim or take any benefit or advantage of, any stay or extension of execution law, any exemption from execution or sale of the premises or of any part thereof, or any other right or remedy, or any stay or extension of execution which may affect the terms and covenants or the performance of this Mortgage, nor claim, take, or insist upon any benefit or advantage of any law now or hereafter in force providing for the valuation or appraisal of the premises, or any part thereof, prior to any sale or sales thereof which may be made pursuant to any provision herein, or pursuant to the decree, judgment, or order of any court of competent jurisdiction, and the Mortgagor hereby expressly waives all benefits or advantages of any such law or laws, and covenants not to assert any such law or laws in any court of law or equity, or in any proceeding, or to cause any such law or laws to be enacted, amended, or otherwise to be applied, or to cause any such law or laws to be amended, or otherwise to be applied, or to cause any such law or laws to be amended, or otherwise to be applied...

14. 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 intervening as an action at law upon the Note.

15. In case the premises, or any part thereof, shall be taken by condemnation, the Mortgagor is hereby empowered to collect and receive all compensation which may be paid for any property taken or for damages to any property not taken and all condemnation compensation as received shall be forthwith applied by the Mortgagor as it may affect the indebtedness secured hereby, or as the repair and restoration of any property so damaged, provided that any excess over the amount advanced shall be delivered to the Mortgagor or their assignor.

16. All credits, taxes, issues and profits of the premises are pledged, assigned and transferred to the Mortgagor, whether now due or hereafter to become due, under or by virtue of any lease or agreement for the use or occupancy of said premises, or any part thereof, whether said lease or agreement is written or verbal, and in the event of default (a) to pledge said rents, issues and profits on a parity with said real estate and not secondarily and such pledge shall not be deemed null and void by any foreclosure decree, and (b) to establish an absolute transfer and assignment in the Mortgagor of all such rents and agreements and all the profits thereunder, together with the right in case of default, either before or after foreclosure, sale, or meet upon and take possession of the premises, to collect, receive and apply the same, and in case of a sale and deficiency, during the full statutory period of redemption, whether there be redemption or not, as well as during any further times when Mortgagor, except for the intervention of such receiver, would be entitled to collect such rents, issues and profits, and all other profits which may be necessary or are usual in such cases for the protection (including insurance and repairs), possession, control, management and operation of the premises during the sale of said period. The Court from time to time may authorize the receiver to apply the net income in his hands in payment in whole or in part of: (1) the indebtedness secured hereby, or evidenced by any decree foreclosing this Mortgage, or any tax, special assessment or other lien which may be or become superior to the lien hereof or of any receiver, provided such application is made prior to foreclosure; (2) the deficiency in the case of any receiver.

17. The Mortgagor will not at any time (a) sue, or plead, or in any manner whatsoever claim or take any benefit or advantage of, any stay or extension of execution law, any exemption from execution or sale of the premises or of any part thereof, or any other right or remedy, or any stay or extension of execution which may affect the terms and covenants or the performance of this Mortgage, nor claim, take, or insist upon any benefit or advantage of any law now or hereafter in force providing for the valuation or appraisal of the premises, or any part thereof, prior to any sale or sales thereof which may be made pursuant to any provision herein, or pursuant to the decree, judgment, or order of any court of competent jurisdiction, and the Mortgagor hereby expressly waives all benefits or advantages of any such law or laws, and covenants not to assert any such law or laws in any court of law or equity, or in any proceeding, or to cause any such law or laws to be enacted, amended, or otherwise to be applied, or to cause any such law or laws to be amended, or otherwise to be applied...

18. In the event the buildings and improvements are now being or are to be erected or placed on the premises (that is, if this is a construction loan mortgage) and if Mortgagor does not complete the construction of said buildings and improvements in accordance with the plans and specifications approved by Mortgagor, or as herein provided, or if Mortgagor fails to pay on or before the date of the first payment of principal or of interest on the principal sum of the Note secured by this Mortgage and interest thereon shall at once remain unpaid, or if Mortgagor fails to pay on or before the date of the first payment of principal or of interest on the principal sum of the Note secured by this Mortgage and interest thereon shall at once remain unpaid, or if Mortgagor fails to pay on or before the date of the first payment of principal or of interest on the principal sum of the Note secured by this Mortgage and interest thereon shall at once remain unpaid...

19. This Mortgage and all provisions hereof shall extend to and be binding upon Mortgagor and all persons claiming through Mortgagor, and the word "Mortgagor" when used herein shall include all such persons and all persons liable for the payment of the indebtedness secured hereby, whether or not such persons shall have executed the Note or this Mortgage.

CHURCH TITLE INS 70-23628

13502-2 IN DEPOSIT FIRST STATE BANK & TRUST CO. OF PARK RIDGE 607-611 DEVON AVENUE PARK RIDGE, ILLINOIS 60033

58. Hd