

MORTGAGE

THE ABOVE SPACE FOR RECORDER'S USE ONLY

THIS INDENTURE, made July 18, 1986, between Alan H. Goldner, a Bachelor (herein referred to as "Mortgagor,"), and AVENUE BANK NORTHWEST (herein referred to as "Mortgagee,"), a banking corporation organized under the laws of the State of Illinois, doing business in Niles, Illinois,

WITNESSETH

THAT WHEREAS Mortgagors are justly indebted to Mortgagee in the sum of Sixty-One Thousand Two Hundred Sixty-Six & 47/100 Dollars (\$61,266.47) 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 10.50 per cent (10 1/2 %) per annum prior to maturity, at the office of Mortgagee in Niles, Illinois, in 180 successive monthly installments commencing September 1, 1986, and on the same date of each month thereafter, all except the last of said installments to be in the amount of \$677.24 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 % per annum; together with all costs of collection, including reasonable attorneys' fees, upon default, (hereinafter referred to as the "Note"),

note identified as

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 for the further purpose of securing the payment of any and all obligations, indebtedness and liabilities of any and every kind now or hereafter owing and to become due from the Mortgagors or any of them to the Mortgagee or to the holder of said Note or to the Assignee of the Mortgagee during the term of this mortgage, howsoever created, incurred, evidenced, acquired or arising, whether under the Note or this mortgage or under any other instrument, obligation, contract or agreement of any and every kind now or hereafter existing or entered into between the Mortgagors or any of them and the Mortgagee or otherwise and whether direct, indirect, primary, secondary, fixed or contingent, together with interest and charges as provided in said Note and in any other agreements made by and between the parties herein, and including all present and future indebtedness incurred or arising by reason of the guarantee to Mortgagee by Mortgagors or any of them of present or future indebtedness or obligations of third parties to Mortgagee, and of present and future indebtedness originally owing by Mortgagors or any of them to third parties and assigned by said third parties to Mortgagee, and any and all renewals or extensions of any of the foregoing, 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 this present Mortgage and Warranty 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 ATTACHED)

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, floor 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 in 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 Mortgagors sell or convey the premises, or if the title thereto or any interest therein shall become vested in any manner whatsoever in any other person or persons other than Mortgagors, Mortgagee shall have the option of declaring immediately due and payable all unpaid installments on the Note and enforcing the provisions of this Mortgage with respect thereto. Mortgagors shall have consented thereto in writing and the prospective purchasers or grantees shall have executed a written agreement in form satisfactory to the Mortgagee assuming and agreeing to be bound by the terms and conditions of said Note and this Mortgage.

3537035

Witness my hand and seal of the Mortgagee the date first above written.

X Alan H. Goldner (SEAL) (SEAL)

I, The Undersigned, a Notary Public in and for and residing in said County, State of Illinois, do HEREBY CERTIFY THAT Alan H. Goldner, a Bachelor, whose name is subscribed to the foregoing instrument, is the same person as acknowledged that he is, signed, sealed and delivered the said instrument to his free and voluntary use and purpose as set forth, including the release and waiver of all rights under any homestead, exemption and valuation laws.

Notaries Public in and for the State of Illinois, do hereby certify that the foregoing instrument was signed, sealed and delivered by the Mortgagors to the Mortgagee on this 18th day of July, A.D. 1986.

THE AVERAGE BANK NORTHWEST BY: DEMPSTER at GREENWOOD NILES, ILLINOIS 60648

INSTRUCTIONS RECORDER'S OFFICE BOX NUMBER 600 Naples Court #304 Glenview, Illinois 60025



DESCRIPTION OF PROPERTY

UNIT 308 described in survey delineated on and attached to and a part of Declaration of Condominium Ownership registered on the 30th day of June 19 30 as Document Number 3167396 ITEM 1.

An Undivided 1.6620% interest (except the Units delineated and described in said survey) in and to the following Described Premises: ITEM 2.

That part of the South Half (1/2) of the Southeast Quarter (1/4) of Section 32, Township 42 North, Range 12, East of the Third Principal Meridian, in Cook County, Illinois, more particularly described as follows: Commencing at the intersection of the North line of the South Half (1/2) of the Southeast Quarter (1/4) of said Section 32 with the Southwesterly right-of-way line of Milwaukee Avenue as established by Document Number 2492593; thence South 37 degrees 23 minutes 34 seconds East, 371.07 feet; thence South 0 degrees 00 minutes 26 seconds East, 325.13 feet; thence North 89 degrees 59 minutes 07 seconds West, 363.46 feet; thence South 0 degrees 00 minutes 26 seconds East, 26.67 feet; thence North 0 degrees 00 minutes 26 seconds East, 26.67 feet to the point of beginning; thence Easterly at right angles to the last described line 77.00 feet; thence Northerly, at right angles to the last described line, 253.83 feet; thence Easterly at right angles to the last described line 26.67 feet; thence Northerly, at right angles to the last described line, 5.50 feet; thence Easterly at right angles to the last described line, 23.33 feet; thence Northerly, at right angles to the last described line, 253.83 feet; thence Easterly at right angles to the last described line, 26.67 feet; thence Southerly, at right angles to the last described line, 253.83 feet to the point of beginning. ALSO Commencing at the intersection of the North line of the South Half (1/2) of the Southeast Quarter (1/4) of said Section 32 with the Southwesterly right-of-way line of Milwaukee Avenue as established by Document Number 2492593; thence South 57 degrees 07 minutes 34 seconds East, 371.07 feet; thence South 0 degrees 00 minutes 26 seconds East, 325.13 feet; thence North 89 degrees 59 minutes 34 seconds West, 363.46 feet; thence South 0 degrees 00 minutes 26 seconds East, 26.67 feet; thence North 89 degrees 59 minutes 34 seconds West, 26.67 feet; thence Northerly, at right angles to the last described line of 98.37 feet to the point of beginning; thence Easterly at right angles to the last described line, 23.33 feet; thence Northerly, at right angles to the last described line, 19.04 feet; thence Easterly, at right angles to the last described line, 37.33 feet; thence Northerly, at right angles to the last described line of 6.50 feet; thence Easterly, at right angles to the last described line, 15.33 feet; thence Northerly, at right angles to the last described line, 77.50 feet; thence Easterly, at right angles to the last described line, 22.00 feet; thence Northerly, at right angles to the last described line, 19.37 feet; thence Easterly, at right angles to the last described line, 23.33 feet; thence Northerly, at right angles to the last described line, 122.82 feet to the point of beginning, excepting therefrom the entire portion thereof lying above and extending upward from an inclined plane having an elevation of 660.46 feet above U. S. C. S. datum along the Easterly boundary thereof, and an elevation of 662.46 feet above said datum along the Westerly boundary thereof.

PERMANENT TAX NUMBER: 04-32-402-056-1024 3537035



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