

UNOFFICIAL COPY

THIS INDENTURE WITNESSETH that the undersigned Arthur Devereaux and Ann Taylor, in Joint Tenancy
of 1831 Balmoral, Glenview 60025 County of Cook, State of Illinois,
hereafter referred to as "Mortgagors," do hereby convey and warrant to:

SKO-FED CREDIT

3539473

A Division of Skokie Federal Savings & Loan Association

having an office and place of business at 5105 Oakton Street, Skokie, Illinois 60077, hereafter referred to as
"Mortgagee," the following real property situate in the County of Cook, State of Illinois, hereafter
referred to as the "Property," to wit:

Lot Five (5) in Cliff's Subdivision of part of the North Half ($\frac{1}{2}$) of that part of the
Southeast Quarter ($\frac{1}{4}$) of the Northwest Quarter ($\frac{1}{4}$) of Section 25, Township 42 North,
Range 12, East of the Third Principal Meridian, lying South of the North 20 acres
thereof, according to Plat thereof registered in the Office of the Registrar of
Titles of Cook County, Illinois, on March 16, 1956, as document number 1657502, in
Cook County, Illinois.

PIN: 04-25-116-020-0000

Property Address: 1831 Balmoral, Glenview, IL 60025

NOTE IDENTIFIED

3539473

TOGETHER with all the buildings and improvements now or hereafter erected on the Property and all appurtenances,
apparatus and fixtures and the rents, issues and profits of the Property of every name, nature and kind.

☐ If this box is checked, this Mortgage is subject to a prior mortgage dated _____, 19____
executed by Mortgagors to _____ as Mortgagee, which prior mortgage secures payment of a
promissory note in the principal amount of \$ _____. That prior mortgage was recorded
on _____, 19____ with the Register of Deeds of _____ County,
Illinois in Book _____ of Mortgages at page _____.

TO HAVE AND TO HOLD the Property unto 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 rights and benefits Mortgagors do hereby
release and waive.

This Mortgage is given to secure the payment of a certain indebtedness payable to the order of Mortgagee, evidenced by
Mortgagors' Note of even date herewith in the Principal Amount of Loan of \$ 12,000.00 together with the
applicable finance charges, all as set forth in the note, each provision of the note being by this reference incorporated
herein and made a part hereof.

Any additional advances made by Mortgagee to 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; provided,
however, that this Mortgage shall not at any time secure outstanding principal obligations for more than one hundred
thousand dollars (\$100,000.00) plus advances that may be made for the protection of the security herein contained.

It is the intention hereof to secure the payment of the total indebtedness of Mortgagors to Mortgagee within the limits
prescribed herein whether the entire amount shall have been advanced to Mortgagors at the date hereof or at a later date
or having been advanced, shall have been paid in part and future advances hereafter made. All such future advances so
made shall be liens and shall be secured by this Mortgage equally and to the same extent as the amount originally
advanced on the security of this Mortgage, and it is expressly agreed that all such future advances shall be liens on the
Property as of the date hereof.

MORTGAGORS' COVENANTS: The term "indebtedness" shall include all sums owed or agreed to be paid to Mortgagee by
Mortgagors or their successors in title, either under the terms of the Note as originally executed or so modified and
amended by any subsequent note, or under the terms of this Mortgage or any supplement thereto. Mortgagors shall
(1) repay to Mortgagee the indebtedness secured by this Mortgage whether such sums shall have been paid or advanced
at the date hereof or at any time hereafter; (2) pay when due all taxes and assessments levied against the Property or any
part thereof, and to deliver receipts for such payments to Mortgagee promptly upon demand; (3) to keep the buildings and
improvements situated on the Property continually insured against fire and such other hazards, in such amount and with
such carrier as Mortgagee shall approve, with loss payable to Mortgagee as its interest may appear; (4) not commit nor
suffer any strip, waste, impairment or deterioration of all or any part of the Property and maintain the Property in good
condition and repair; (5) comply with all applicable laws, ordinances, rules and regulations of any nation, state or
municipality, and neither to use nor to permit the Property to be used for any unlawful purpose; (6) keep the mortgaged
Property free from liens superior to the lien of this Mortgage, except as listed above, and pay when due, any indebtedness
which may be secured by a lien or charges on the Property superior to the lien of this Mortgage; (7) not to sell or convey the
Property without the prior written consent of Mortgagee; time being of the essence of this Mortgage and the Note;
(8) consider any waiver of any right or obligation under this Mortgage or the note as a waiver of the terms of this Mortgage
or of the Note, the lien of this Mortgage remaining in full force and effect during any postponement or extension of the time of
payment of all or part of the indebtedness; and (9) by signing this Mortgage, waive any and all rights under the Homestead
Exemption Laws of Illinois.

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Mortgagors herein expressly covenant and agree to pay and keep current the monthly installments on any prior mortgage and to prevent any default thereunder. Mortgagors further agree that should any default be made in the payment of any installment of principal or any interest on the prior mortgage, or should any suit be commenced or other action taken to foreclose the prior mortgage, then the amount secured by this Mortgage shall become and be due and payable in full at any time thereafter, at the option of Mortgagee and in accordance with the Note. Mortgagee, at its option, may pay the scheduled monthly installments on the prior mortgage and, to the extent of the amount so paid, become subrogated to the rights of mortgagee identified on the prior mortgage. All payments made on the prior mortgage by Mortgagee shall bear interest at the Rate of Charge until paid in full.

Upon the commencement of any foreclosure proceeding under this Mortgage, the court in which such suit is filed may at any time, either before or after sale and without notice to Mortgagors, appoint a receiver with power to manage, rent and collect the rents, issues and profits of the Property during the pendency of such foreclosure suit, and the statutory period of redemption, and such rents, issues and profits when collected either before or after such any foreclosure sale, may be applied toward the payment of the indebtedness or any deficiency decree, costs, taxes, insurance or other items necessary for the protection and preservation of the Property, including the expenses of such receivership. Upon foreclosure and sale of the Property there shall first be paid out of the proceeds of such sale a reasonable sum for plaintiff's attorney's fees, and all taxes or other liens or assessments, or title costs, master's fees and costs of procuring or completing an abstract of title, title guaranty policy or Torrens Certificate showing the complete title of the Property, including the foreclosure decree and Certificate of Sale; there shall next be paid the indebtedness secured hereby, and finally the overplus, if any, shall be returned to Mortgagors. The purchaser at the sale shall have no duty to see to the application of the purchase money.

If Mortgagors voluntarily shall sell or convey the Property, in whole or in part, or any interest in that Property or by some act or means divest themselves of title to the Property without obtaining the written consent of Mortgagee, then Mortgagee, at its option, may declare the entire balance of the loan plus interest on the balance immediately due and payable. This option shall not apply if (1) the sale of the Property is permitted because the purchaser's creditworthiness is satisfactory to Mortgagee and (2) that purchaser, prior to the sale, has executed a written assumption agreement containing terms prescribed by Mortgagee including, if required, an increase in the rate of interest payable under the Note.

If there be only one mortgagor, all plural words herein referring to Mortgagors shall be construed in the singular.

IN WITNESS WHEREOF Mortgagors have hereunto set their hands and seals this 23rd day of JULY, 19 86.

Arthur Devereaux (Seal)
Ann Taylor (Seal)
(Seal)

STATE OF ILLINOIS)
COUNTY OF Cook) ss.:

ACKNOWLEDGMENT

I, a Notary Public, in and for the county in the state aforesaid to hereby certify that Arthur Devereaux and Ann Taylor personally known to me to be the same person 8 whose name 8 subscribed to the foregoing instrument appeared before me this day in person and acknowledged that they signed, sealed and delivered the 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.

Given under my hand and Notarial Seal this 23rd day of JULY, 19 86.

[Signature]
Notary Public

MORTGAGE

Arthur Devereaux and Ann Taylor

1831 Balmoral 3539473

Glenview, IL 60025

to

Sto-Ped Credit

5105 W. Oakton 3539473

Skokie, IL 60077

Prepared by AN

Adrienne Lustig

5105 W. Oakton

Skokie, IL 60077

Address 3

Promised 3

Deliver certifi. to 3

Address 3

Deliver 3539473

Deed to MAIL TO:

Sto-Ped Credit

S. Morris

5105 W. Oakton

Skokie, IL 60077