

UNOFFICIAL COPY

THIS IS A JUNIOR MORTGAGE ON THE ABOVE REA

Mortgage

3651496

THIS INDENTURE WITNESSETH: That the undersigned,

Larry Pinkerton and Jean Pinkerton (Married to each other)

of the Village of Glenview County of Cook, State of Illinois,
hereinafter referred to as the Mortgagor, does hereby Mortgage and Warrant to

GLENVIEW STATE BANK

a banking corporation organized and existing under the laws of the State of Illinois, hereinafter referred to as the Mortgagee, the following real estate (which said real estate and all other property herein mortgaged and conveyed as hereinafter described and defined are hereinafter referred to as the "mortgaged premises") situated in the County of Cook in the State of Illinois, to wit:

The East 20 feet of LOT THREE (3)

The West 40 feet of LOT TWO (2)

In Palmgren's Subdivision being a Subdivision of the North 183.0 feet of that part of the South Half ($\frac{1}{2}$) of the South Half ($\frac{1}{2}$) of Section 35, Township 42 North, Range 12, East of the Third Principal Meridian, lying East of the Easterly Right of Way Line of Chicago Milwaukee and St. Paul Railway Co., and West of the center line of Waukegan Road (excepting the East 200.0 feet as measured along the North line of said South One Half ($\frac{1}{2}$) of the South One Half ($\frac{1}{2}$) of Section 35, Township 42 North, Range 12, East of the Third Principal Meridian.

Permanent Real Estate Index Number: 04-35-314-025 & 026

Address of Property: 1725 Linneman, Glenview, IL 60025

TOGETHER with all buildings, improvements, fixtures or appurtenances now or hereafter erected thereon, including all apparatus, equipment, fixtures, or articles, whether in single units or centrally controlled, used to supply heat, gas, air conditioning, water, light, power, refrigeration, ventilation or otherwise and any other thing now or hereafter therein or thereon the furnishing of which by lessors to lessees is customary or appropriate, including screens, venetian blinds, window shades, storm doors and windows, floor coverings, screen doors, in-n-door b'ns, awnings, stoves and water heaters (all of which are declared to be a part of said real estate whether physically attached thereto or not); and also together with all easements and the rents, issues and profits of said premises which are hereby pledged, assigned, transferred and set over unto the Mortgagee, whether now due or hereafter to become due under or by virtue of any lease or agreement for the use or occupancy of said property, or any part thereof, whether said lease or agreement is written or verbal and whether it is now or may be hereafter existing or which may be made by the Mortgagee under the power herein granted to it; it being the intent hereof (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 merged in any foreclosure decree, and (b) to establish an absolute transfer and assignment to the Mortgagee of all such leases and agreements and all the avails thereunder, together with the right in case of default, either before or after foreclosure sale, to enter upon and take exclusive possession of, manage, maintain and operate said premises, or any part thereof, make leases or terms deemed advantageous to it, terminate or modify existing or future leases, collect said avails, rents, issues and profits regardless of when earned and use such measures whether legal or equitable as it may deem proper to enforce collection thereof, employ serving agencies or other employees, alter or repair said premises, buy furnishings and equipment therefor when it deems necessary, purchase all kinds of insurance, and in general exercise all powers ordinarily incident to absolute ownership, advance or borrow money necessary for any purpose herein stated to secure which a lien is hereby created on the mortgaged premises and on the income therefrom which lien is prior to the lien of any other indebtedness hereby secured, and out of the income retain reasonable compensation for itself, pay insurance premiums, taxes and assessments, and all expenses of every kind, including attorneys' fees incurred in the exercise of the powers herein given, and from time to time apply any balance of income not, in its sole discretion, needed for the aforesaid purposes, first on the interest and then on the principal of the indebtedness hereby secured, before or after any decree of foreclosure, and on the deficiency in the proceeds of sale, if any, whether there be a decree in personam therefor or not. Whenever all of the indebtedness secured hereby is paid, and the Mortgagee, in its sole discretion, feels there is no substantial uncorrected default in performance of the Mortgagor's agreements herein, the Mortgagee, on satisfactory evidence thereof, shall relinquish possession and pay to Mortgagor any surplus income in its hands. The possession of Mortgagee may continue until all indebtedness secured hereby is paid in full or until the delivery of a Master's Deed or Special Commissioner's Deed pursuant to a decree foreclosing the lien hereof, but if no deed be issued then until the expiration of the statutory period during which it may be issued. Mortgagee shall, however, have the discretionary power at any time to refuse to take or to abandon possession of said premises without affecting the lien hereof. Mortgagee shall have all powers, if any, which it might have had without this paragraph. No suit shall be sustainable against Mortgagee based upon acts or omissions relating to the subject matter of this paragraph unless commenced within sixty (60) days after Mortgagee's possession ceases.

TO HAVE AND TO HOLD the said property, with said buildings, improvements, fixtures, appurtenances, apparatus and equipment unto said Mortgagee forever, for the uses 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 Mortgagor does hereby release and waive.

TO SECURE the payment of a certain indebtedness from the Mortgagor to the Mortgagee evidenced by a note made by the Mortgagor in favor of the Mortgagee, bearing even date herewith, in the sum of
Fifteen Thousand Two Hundred Fifty and .00/100 Dollars (\$15,250.00), which note, together with interest thereon as provided by said note, is payable in monthly installments of
Three Hundred Thirty Four and .06/100 Dollars (\$334.06)
on the 20th day of each month, commencing with July 20, 1987, until the entire sum is paid.

To secure performance of the other agreements in said note, which are hereby incorporated herein and made a part hereof, and which provide, among other things, for an additional monthly payment of one-twelfth (1/12th) of the estimated annual taxes, assessments, insurance premiums and other charges upon the mortgaged premises. Said funds may be commingled with other funds of the Mortgagee and shall not bear interest. And to secure possible future advances as hereinafter provided and to secure the performance of the Mortgagor's covenants herein contained.

3651496

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142811
DUPLICATE

3651496

DUPLICATE

SEP 15 1996

Submitted by 3 1/2
Address
Promise
Deliver car to
Date
Witness
Copied to
Dated to
Address
Copied to
CHAMBERLAIN

3651496

GLENVIEW STATE BANK
800 WAUKESHA ROAD
GLENVIEW, ILL. 60025
ATTN.: P. LANSERONI

Notary Public

Given under my hand and notarial seal, this day of , A.D. 19 .
for the uses and purposes therein set forth.
Corporation to said instrument as own free and voluntary act and as the free and voluntary act of said Corporation,
hereby acknowledged that as a custodian of the corporate seal of said Corporation, did affix the corporate seal of said
corporation, net of said Co. for the uses and purposes therein set forth; and the said
witnessed and acknowledged that they signed and delivered the said instrument as their own free and voluntary act and as the free and
President, and Secretary, respectively, appeared before me this day in
and acknowledged that they signed and delivered the said instrument as their own free and voluntary act and as the free and
and corporation, who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as
President, and Secretary, respectively, appeared before me this day in
in the State aforesaid, do hereby certify that , a Notary Public in and for said County,
I,

COUNTY OF STATE OF ILLINOIS, ss.

ATTEST
President
Secretary
By
Attested by this day of , A.D. 19 .
that caused these presents to be signed and its corporate seal to be hereto affixed and
President and its corporate seal to be hereto affixed and
In TESTIMONY WHEREOF, the undersigned

UNOFFICIAL COPY

proceedings to which either party hereto shall be a party by reason of this mortgage or the note hereby secured; (b) preparations for the commencement of any suit or the foreclosure hereof; after the accrual of the right to foreclose, whether or not actually commenced and (c) preparations for the defense of or intervention in any suit or proceeding or any threatened or contemplated suit or proceeding, which might affect the mortgaged premises or the security hereof. In the event of a foreclosure sale of the mortgaged premises there shall first be paid out of the proceeds thereof all of the aforesaid items, then the entire indebtedness whether due and payable by the terms hereof or not and the interest due thereon up to the time of such sale, and the overplus, if any, shall be paid to the Mortgagor, and the purchaser shall not be obliged to see to the application of the purchase money;

(6) That each right, power and remedy herein conferred upon the Mortgagee is cumulative of every other right or remedy of the Mortgagee, whether herein or by law conferred, and may be enforced concurrently therewith; that no waiver by the Mortgagee of performance of any covenant herein or in said note contained shall thereafter in any manner affect the right of the Mortgagee to require or to enforce performance of the same or any other of said covenants; that wherever the context hereof requires, the masculine gender, as used herein, shall include the feminine, and the singular number, as used herein, shall include the plural; that all rights and obligations under this mortgage shall extend to and be binding upon the respective heirs, executors, administrators, successors and assigns of the Mortgagor and the successors and assigns of the Mortgagee; and that the powers herein mentioned may be exercised as often as occasion therefor arises;

(7) In case the mortgaged premises, or any part thereof, shall be taken by condemnation, the Mortgagee 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 so received shall be forthwith applied by the Mortgagee as it may elect, to the immediate reduction of the indebtedness secured hereby and in such event, the balance of the indebtedness secured hereby shall at the election of the mortgagee become immediately due, or to the repair and restoration of any property so damaged, provided that any excess over the amount of the indebtedness shall be delivered to the Mortgagor or his assignee.

(8) In the event the mortgagor sells the property within described to any purchaser without the prior approval in writing by the mortgagee, then at the option of the mortgagee, the debt incurred by this instrument shall immediately become due and payable.

(9) The mortgagor waives any and all rights of redemption from sale under any order or decree of foreclosure of this mortgage on its own behalf and on behalf of each and every person, except decree or judgment creditors of the mortgagor, acquiring any interest in or title to the premises subsequent to the date of this mortgage.

"This instrument was prepared by"

CHESTERVILLE STATE BANK



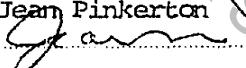
CH. STATE BANK ROAD
Chesterville, Illinois 60029

3651495

IN WITNESS WHEREOF, the undersigned have hereunto set their hands and seals, this 6th

day of June A. D. 1987

Larry Pinkerton (SEAL)
 (SEAL)

Jean Pinkerton (SEAL)
 (SEAL)

STATE OF ILLINOIS, } ss.
COUNTY OF Cook

I, the undersigned a Notary Public, in and for said County, in the State aforesaid,
DO HEREBY CERTIFY, THAT Larry Pinkerton and Jean Pinkerton. (Married to each other)
personally known to me to be the same person (s) whose name(s) (is) (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 the right of homestead.

GIVEN under my hand and Notarial Seal, this 6th day of June A. D. 1987.


Notary Public

My Commission Expires September 17, 1988.

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(5) That upon the commencement of any forcible seizure proceeding before the magistrate, the court in which such suit is filed may at any time, either before or after the sale, and without notice to the party claiming under him, and without regard to the solvent or insolvent character of the party, proceed to the execution of such decrees, taxes, and such debts and call for the rents, rates and profits of the mortgaged premises, including the expenses of such redemption, and such debts, taxes and profits when called for by the party entitled to the possession of the premises, as well as for the payment of such forcepsure, until the sheriff's power to manage and retain and collect the rents, rates and profits of the mortgaged premises during the period of redemption is abated, provided that the sheriff's power to manage and retain and collect the rents, rates and profits of the mortgaged premises shall be suspended by the party entitled to the possession of the same, if he has given up his claim to the same, and has no interest in the same.

(4) That time is at of the expense hereof, and it shall be made to pay or extendation of compensation of any part thereof, or upon the filing of a proceeding under the National Labor Relations Board.

After time to charge upon the motorized drivers or employees of any part thereof, or if paid so as to be entitled to an amount remaining on the market.

Any payment under said note of obligation to be made in performance of any agreement herein contained or in mark.

(8) That in the event the ownership of the moratorium period premises or any part thereof becomes vested in a person other than the mortgagor, due without notice to the mortgagor, deal with such successor or successors in like manner as if no moratorium period had been agreed upon;

(1) That in the case of failure to perform any of the above purposes and thereby causing any damage to the parties, the injured party may bring an action in the court of competent jurisdiction.

(2) That it is the intent hereof to secure payment of said note which has been repaid in part and further advances made to the account of the maker or his heirs.

B. THE MORTGAGE FURTHER COVENANTS:

(9) That if the Director general fails to procure contents of instruments for which he has been authorized to pay fees, he may deduct the amount of such fees from the amount payable by the Government under the contract.

any application, it is necessary to apply heat in or to the moldaged premises where this mortgagee is to continue in full force and effect after such a sale, transfer or assignment of or right, title or interest:

(2) To compile such all requirements of law which respect to the mortgaged properties and the use thereof;

(6) Note 2 - After the mortgagor has paid off all his debts, he may still have a balance due on the note. This balance will be paid by the mortgagor to the mortgagee at the time of the foreclosure sale.

(4) To become damaged or destroyed; especially or suddenly

(3) To complete within a reasonable time any building now or at any time in process of erection upon land agreed to the proprietor, but nothing contained shall be construed as authorizing any such work without the prior written con-

should not excuse the Directorate from making all monthly payments until the independence is paid in full.

Algebra's or Combinatorics, all classes thereunder, and in case of loss under such policies, the Director may be authorized to deduct upon demand, all receipts, expenses and losses incurred by him by the above insurable companies; the Director may be authorized in its discretion to apply the net proceeds of any sale made of any assets of the institution to help defray the expenses of any new buildings or additions thereto.

detainees suffered heavily, in such conditions, until the date of repatriation, and in some form or other, until the date of repatriation, to submit the case to the appropriate authority for decision.

(2) To keep the improvements now or hereafter situated upon the most navigable premises insured against damage by lightning, windstorms and such other hazards, including liability to indemnify the assured for damages arising out of injuries to persons or property resulting from such storms.

(1) To pay impecunia leges and charges when due and aforesaid in general for services rendered, and to pay interest thereon at the rate of six per centum per annum, from the date of payment until paid.

A. THE MORTGAGE COVENANTS: