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## EXHIBIT "A"

Mortgage Legal

### PARCEL 1:

3661419

Unit No. 4121 in Williamsburg Court Condominium as delineated on a survey of the following described real estate:

Lots 5, 6 and 7 in Central and Dearlove Road Acres, being a subdivision in the southwest 1/4 of Section 32, Township 42 North, Range 12, East of the Third Principal Meridian, in Cook County, Illinois.

which survey is attached as Exhibit "A" to the Declaration of Condominium filed July 29, 1987 as Document No. LR 3639045, together with its undivided percentage interest in the Common Elements.

### PARCEL 2:

The exclusive right to the use of Parking Space Letter(s) LCB 4121A and 4121B, limited common elements, as delineated on the survey attached to the Declaration aforesaid filed as Document No. LR 3639045.

1. 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.
2. 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.

314  
314  
*(initials)*  
LEGAL FOLLOWS MORTGAGE  
NOTE IDENTIFIED

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This instrument was prepared by:  
Deborah Hamm  
COLUMBIA NATIONAL BANK OF CHICAGO  
5250 N. Harlem (Name)  
CHICAGO, IL 60656  
(Address)

3661419

## MORTGAGE

MORTGAGE made OCTOBER 20, 1987 between  
DOROTHY A. DOLACK MARRIED TO LEROY J. DOLACK

(herein, whether one or more, called "Mortgagor") and COLUMBIA NATIONAL BANK OF CHICAGO, a national banking association, having its principal office at 5250 North Harlem Avenue, Chicago, Illinois 60656 (herein called "Mortgagee").

WHEREAS, Mortgagor has executed and delivered to Mortgagee a note of even date herewith (the "Note") in the amount of TWO HUNDRED FORTY THOUSAND DOLLARS (\$240,000.00), bearing interest at the rate specified in the Note, and payable as provided therein, with a final payment, or, if not payable in installments, then the only payment, due on OCTOBER 20, 1992.

Now, THEREFORE, to secure (a) the payment of all sums due or owing under the Note and all extensions and renewals thereof; (b) the payment of all other sums due or owing or required to be paid as herein provided; and (c) the performance of the covenants and agreements of Mortgagor herein and in the Note contained, Mortgagor hereby conveys and warrants to Mortgagee, its successors, and assigns, the following described real estate located in the County of Cook, State of Illinois:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

4121 WILLIAM PURCHASE CT, GLENVIEW IL  
P.I.N. 04-32-302-005/04-32-302-006/04-32-302-007

which, together with the property hereinabove described, is called the "premises".

TOGETHER with all buildings, improvements, tenements, fixtures and appurtenances thereto belonging, and all rents, issues and profits thereof for so long and during all such time as Mortgagor 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, awnings, stoves, water heaters, built-in ovens, washers, dryers and disposal units. 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 shall be considered as constituting part of the real estate.

TO HAVE AND TO HOLD the premises unto Mortgagee, its successors and assigns, forever, for the purposes and uses herein set forth, hereby retaining and waiving all rights of Mortgagor under and by virtue of the Homestead Exemption Laws of the State of Illinois in and to the premises hereby conveyed.

### Mortgagor covenants and agrees:

1. Mortgagor shall (a) keep the premises in good condition and repair, without waste; (b) promptly repair, restore or rebuild any buildings or improvements now or hereafter on the premises which may become damaged or destroyed; (c) complete within a reasonable time any building or buildings now or at any time in the process of erection upon the premises; (d) make no material alterations in the premises except as required by law or municipal ordinance; (e) comply with all requirements of law or municipal ordinances with respect to the premises and the use thereof; (f) keep the premises free from liens of persons supplying labor or materials to the premises, and from all other liens, security interests, mortgages, charges or encumbrances, whether superior or subordinate to the lien hereof, except for the liens of this Mortgage, any prior mortgage of record in existence on the date hereof and current real estate taxes not yet due and payable; (g) pay promptly when due any indebtedness which may be incurred by a lien, charge or encumbrance on the premises; superior to or subordinate to the lien hereof, comply with all of the terms, covenants and conditions contained in any instrument evidencing or securing such indebtedness and upon request exhibit satisfactory evidence of the discharge of such prior or subordinate lien, charge or encumbrance to Mortgagee; and (h) suffer or permit no change in the general nature of the occupancy of the premises.

2. Mortgagor shall pay or cause to be paid before any penalty attaches all taxes, assessments, water charges, power service charges and other similar charges which are assessed or levied against the premises, and shall, upon request, furnish to Mortgagee duplicate receipts herefor. To prevent default hereunder, Mortgagor shall pay in full under protest, in the manner provided by law, any tax or assessment which Mortgagor may desire to contest.

3. Mortgagor shall keep all buildings and improvements now existing or hereafter erected on the premises insured against loss by fire, hazards included within the term "extended coverage", flood damage where Mortgagee is required by law to have its collateral so insured, and such other hazards as Mortgagee may require, in such amounts and in such companies as may be satisfactory to Mortgagee. All insurance policies and renewals thereof shall be in form acceptable to Mortgagee, shall include a standard mortgage clause in favor of and with loss payable to Mortgagee and shall be delivered to Mortgagee. Appropriate renewal policies shall be delivered to Mortgagee not less than ten days prior to the respective dates of expiration. In case of loss covered by any such policies, Mortgagor shall give prompt notice thereof to the insurer and Mortgagee, and Mortgagee is authorized to adjust, collect and compromise, in its discretion, all claims thereunder and, in such case, Mortgagor covenants to sign upon demand all receipts, vouchers and releases required to be signed by the insurance companies. Mortgagee, at its option, may apply all or any part of the insurance proceeds of any loss either to the reduction of the indebtedness secured hereby in such order or manner as Mortgagee may elect or to the restoration or repair of the premises. Any such application of proceeds to principal shall not extend or postpone the due date of the installments, if any, due under the Note or change the amount of such installments. If, as provided in this Mortgage, the premises are acquired by Mortgagee, all right, title and interest of Mortgagor in and to any insurance policies and in and to the proceeds thereof resulting from loss or damage to the premises prior to the sale or acquisition shall pass to Mortgagee to the extent of the sum(s) secured by this Mortgage immediately prior to such sale or acquisition.

4. If the premises or any part thereof shall be taken by condemnation, eminent domain or other taking, or by agreement between Mortgagor, Mortgagee and those authorized to exercise such right, Mortgagee is hereby empowered to collect and receive all compensation which may be paid for any property so taken or for damages to any property not taken and all condemnation compensation so received shall be applied by Mortgagee as it may elect to the reduction of the indebtedness secured hereby or to the repair and restoration of any property so damaged, provided that any excess over the amount of the indebtedness secured hereby shall be delivered to Mortgagor. Such application of condemnation compensation shall not extend or postpone the due dates of the installments, if any, due under the Note or change the amounts of such installments.

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**ADDRESS OF PROPERTY:**

366-119

BOX

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POLY(1,4-METHYLENE  
BUTYLIC ACID)

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Deliverycert.no

Promised

COLUMBIA NATIONAL BANK

CHICAGO, ILLINOIS 50656

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RECEIVED JULY 31  
COLUMBIA NATIONAL BANK OF CHICAGO  
5250 N. HARRISON AVE.  
CHICAGO, IL 60655  
ATTN: LAURENCE E. DAVIS

100 W. MONROE, 4th FLOOR  
CHICAGO, ILLINOIS 60603

FILE # 1C 0

My Gamification Express

DO HERBRY CERTIFY THAT	
a Notary public personally known to me to be of the partner of _____ Parthenership, in whose name subscribed to the foregoing instrument acknowledged that free and voluntary act of said partnership, for the uses and purposes herein set forth.	
Given under my hand and Notarial Seal this _____ day of _____	

COUNTY OF  
ILLINOIS

ACKNOWLEDGMENT (Partnership)

NOTARY PUBLIC

#### Aly Cummins' Solution (Express)

STATE OF ILLINOIS  
COUNTRY OF

### **ACKNOWLEDGMENT (Cooperation)**

ROUND THREE

My Commissons: [View](#)

STATE OF ILLINOIS  
COUNTRY OF  
SS.

**ACKNOWLEDGMENT** (Trustee)

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

17. Subject to applicable law or a written waiver by Mortgagor, Mortgagor shall pay to Mortgagor on the day installments are payable under the Note, until the Note is paid in full, a sum (herein "Funds") equal to the annual real estate taxes, special assessments, property insurance premiums and mortgage insurance premiums, if any, payable with respect to the premises, all as estimated by Mortgagor, divided by the number of installments to be made on the Note in each year. Notwithstanding the foregoing, Mortgagor shall not be obligated to make such payments of funds to Lender to the extent that Mortgagor makes such payments to the holder of a prior mortgage or deed of trust if such holder is an institutional lender.

If Mortgagor pays Funds to Mortgagor, the Funds shall be held by Mortgagor and may be commingled with such other funds or its funds. Unless applicable law requires interest to be paid, Mortgagor shall not be required to pay Mortgagor any interest or earnings on the Funds.

Upon presentation to Mortgagor by Mortgagor of bills therefor, Mortgagor shall apply the Funds to pay said taxes, assessments and insurance premiums. If the amount of the Funds held by Mortgagor shall not be sufficient to pay all of the taxes, assessments and insurance premiums when the same shall become due, then Mortgagor shall pay to Mortgagor on demand any amount necessary to make up the deficiency. Deposits for taxes and assessments required hereunder shall be made on the tax assessment year basis so that the amount accumulated during any calendar year is sufficient to pay the taxes and assessments for such calendar year, payable during the following calendar year, and if such deposits prove insufficient for that purpose, Mortgagor shall upon receipt of the bills covering such taxes and assessments forthwith deposit with Mortgagor the amount of the deficiency for the prior calendar year to which such bills relate. If the amount of Funds held by Mortgagor, together with the future installments of Funds payable prior to the due dates of taxes, assessments and insurance premiums, shall exceed the amount required to pay such taxes, assessments and insurance premiums as they become due, such excess shall be, at Mortgagor's option, either promptly repaid to Mortgagor or credited on subsequent payments to be made for such items.

The Funds are pledged as additional security for the indebtedness secured hereby and, in the event of a default hereunder or under the Note, at the option of Mortgagor, Mortgagor may, without being required to do so, apply any Funds at the time on deposit to payment, in whole or in part, of any of Mortgagor's obligations herein or in the Note contained in such order and manner as Mortgagor may elect.

18. If Mortgagor is a corporation, Mortgagor hereby releases and waives, to the fullest extent permitted by applicable law, any and all rights of redemption from sale under any order or decree of foreclosure of this Mortgage. If Mortgagor is a corporate trustee, Mortgagor hereby releases and waives to the fullest extent permitted by applicable law, any and all rights of redemption from sale under any order or decree of foreclosure of this Mortgage and represents that it is duly authorized and empowered by the trust instruments and by all necessary persons to make such waiver and release.

19. All amounts advanced by Mortgagor in accordance herewith to protect the premises or the security of this Mortgage shall become additional indebtedness secured by this Mortgage and shall bear interest from the date of disbursement at the post-maturity rate specified in the Note or, if no post-maturity rate is specified in the Note, then at the rate of 18% per annum unless payment of interest at such rate would be contrary to applicable law, in which event such amounts shall bear interest at the highest rate permissible under applicable law.

20. If, by the laws of the United States of America or of any state or municipality having jurisdiction over the premises, any tax is due or becomes due in respect of the issuance of the Note, Mortgagor shall pay such tax in the manner required by law.

21. Time is of the essence of this Mortgage and of the performance by Mortgagor of its obligations hereunder.

22. This Mortgage and all provisions thereof shall extend to and be binding upon Mortgagor and all persons claiming under or through Mortgagor; the word "Mortgagor" when used herein shall include all such persons and all persons liable for the payment of the indebtedness secured hereby or any part thereof, whether or not such persons shall have executed the Note or this Mortgage. The word "Note" when used herein shall be construed to mean "Notes" when more than one note is used. If more than one person shall have executed this Mortgage, then all such persons shall be jointly and severally liable hereon.

23. Wherever possible, each provision of this Mortgage shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision or clause of this Mortgage be deemed to be prohibited by or invalid under applicable law, such provision or clause shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or clause or the remaining provisions and clauses of this Mortgage.

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

25. This Mortgage has been delivered at Chicago, Illinois, and the rights and obligations of the parties hereunder, including matters of validity, performance, construction and enforcement shall be governed and construed in accordance with the laws of the State of Illinois.

26. If Mortgagor is a trustee, then this Mortgage is executed by Mortgagor, not personally but solely as trustee as aforesaid in the exercise of the power and authority conferred upon and vested in it as such trustee and Mortgagor hereby warrants that it possesses full power and authority to execute this instrument. It is expressly understood and agreed that nothing herein contained shall be construed as creating any liability on Mortgagor as trustee as aforesaid, or on Mortgagor personally to pay the Note or any interest that may accrue thereon, or any indebtedness accruing hereunder, or to perform any covenant either express or implied herein contained, all such liability, if any, being expressly waived by Mortgagor and by every person now or hereafter claiming any right or security hereunder.

IN WITNESS WHEREOF, Mortgagor has executed and delivered this Mortgage on the day and year first above written.

*Dorothy A. Dolack*  
DOROTHY A. DOLACK  
*Leroy J. Dolack*  
LEROY J. DOLACK

## ACKNOWLEDGMENT (Individual)

STATE OF ILLINOIS }  
COUNTY OF Will } ss.  
                        {

I, *Michael A. Pawlak*, a Notary Public in and for and residing in said County, in the State aforesaid, DO HEREBY CERTIFY THAT *Dorothy A. Dolack*, married to *Leroy J. Dolack*, and who are, personally known to me to be the same person, S. whose name S. subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that *Dorothy A. Dolack* signed 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 their right of homestead.

GIVEN under my hand and Notarial Seal this 20th day of October, 1987.

My Commission Expires:

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13. Subjected to and without indemnification in the provisions of paragraph 12 hereto, in the ownership of the person other than Morganage, without discharging or in any way affecting the liability of Morganage hereunder or upon the indemnities secured hereby, without discharging or in any way affecting the liability of Morganage hereunder.

13. No action for the enforcement of the law hereof or of any provision hereof shall be subject to any defense which would not be good and valid to the party interposing the same in an action at law upon the Note.

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

(a) If Mortgagor fails to pay any sum demanded or payable to other encumbrancer of all the properties, (b) If Mortgagor fails to pay any sum demanded or payable to other encumbrancer of all the properties, (c) If Mortgagor fails to pay any sum demanded or payable to other encumbrancer of all the properties, (d) If Mortgagor fails to pay any sum demanded or payable to other encumbrancer of all the properties.

11. The proceeds of any recoupment shall be distributed and applied in the following order of priority: first, on account of all costs and expenses incurred in the foreclosure proceedings; second, to all other items which exceed the amount secured hereby under the Note; with interest thereon as herein provided; third, to all sums remaining unpaid under the Note; fourth, any overplus to the mortgagor, or mortgagee or heirs, legal representative or next of kin, as the case may appear.

10. In any suit to recover the expenses which shall be allowed, and additional independent heretofe in the decree of suit, all costs, and expenses which may be paid by the plaintiff for or on behalf of the defendant for attorney fees, and independent heretofe in the decree of this Mordragor, there shall be allowed, and paid by Mordragor withfe, justice and will be recovered from the defendant as follows:

8. When the independent contractor becomes a party to the subcontract, it shall become a party to all the subcontract documents entered into by the subcontractor by virtue of its acceptance of the subcontract.

9. After notice and upon the performance of the subcontractor by the subcontractor, the subcontractor may terminate the subcontract at any time without notice and without cause.

1. The occurrences of any one or more of the following shall constitute a default under the Note to the extent specified in parentheses: (a) any failure to pay any sum due or owing under this Note; (b) any failure to pay any sum due or owing under the Note specified in parentheses; (c) if a receivership, nonpayment or insolvency is filed by or against Mortgagor or if Mortgagor shall make any assignment for his benefit or if Mortgagor transfers the premises; (d) if a proceeding of bankruptcy; (e) if the premises are pledged under the Note to another or under any other agreement or understanding; (f) if any other occurrence of a material breach of any provision of this Note; (g) if any other occurrence of a material breach of any provision of the Note; (h) if a default pursuant to Paragraph 12 hereof shall occur; (i) any failure to pay a payment of interest or principal when due; (j) if any other occurrence of a material breach of any provision of this Note.

6. If after the date of this mortgage any statute or ordinance is passed deducting from the value of real property for purposes of taxation any such tax as permitted by law, pay such tax.

3. If Mororgagor shall fail to make any payment or performance any cte required to be made or performed by Mororgagor hereunder, Mororgagor, without notice or demand, shall have the option to require, but shall be under no obligation to do so, to make such payment or performance such act for the account and at the expense of Mororgagor, and may enter upon the premises or any part thereof for such purpose and take all such action thereon as, in the opinion of Mororgagor, may be necessary or appropriate. All sums so paid by Mororgagor and all costs and expenses so incurred, including without limitation reasonable attorney's fees and legal expenses, shall be so to Mororgagor and deducted from the amount of the principal sum then due and payable to Mororgagor. All sums so paid by Mororgagor and deducted from the amount of the principal sum then due and payable to Mororgagor, shall be retained by Mororgagor and deducted from the amount of the principal sum then due and payable to Mororgagor, unless otherwise provided in the instrument of conveyance or agreement of sale, in which case the same shall be retained by the party entitled thereto.