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Loan No. 214775950

3726955

MORTGAGE

THE ABOVE SPACE FOR RECORDER'S USE ONLY

THIS INDENTURE, made June 28, 1988, between Frances Netterstrom, a widow and not
since remarried.

(herein referred to as "Mortgagors,") and GLADSTONE-NORWOOD TRUST & SAVINGS BANK, a banking corporation organized under the laws of the State of Illinois, doing business in Chicago, Illinois, (herein referred to as "Mortgagee,") WITNESSETH THAT WHEREAS Mortgagors are justly indebted to Mortgagee in the sum of Two Hundred Fifteen Thousand and

No/100----- dollars (\$ 215,000.00) 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 ten & three quarters per cent (10.75%) per annum prior to maturity, at the office of Mortgagee in Chicago, Illinois, in 60 successive monthly installments commencing August 1, 1988, and on the same date of each month thereafter, all except the last of said installments to be in the amount of \$ 2,931.28 PER 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 even & three quarters % 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 extension 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 Mortgagor or to the holder of said Note or to the Assignee of the Mortgagor 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 Mortgagor or otherwise and whether direct, indirect, primary, secondary, fixed or contingent, together with interest and charges as provided in said Note and in any written agreements made by and between the parties herein, and including all present and future indebtedness incurred or arising by reason of the guarantee to Mortgagor by Mortgagors or any of them of present or future indebtedness or obligations of third parties to Mortgagor, and of present and future indebtedness originally owing by Mortgagors or any of them to third parties and assigned by said third parties to Mortgagor, 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 these presents Mortgage and Warrant to the Mortgagor, its successors and assigns, the following described Real Estate in the County of Cook _____ and State of Illinois, to wit:

Lot 3 and the East 8 1/3 feet of Lot 4 in Block 28 in D.W. Eldred's Resubdivision of Blocks 27, to 30, both inclusive and lots 35 to 38, both inclusive in the Village of Jefferson in Section 9, Township 40 North, Range 13 East of the Third Principal Meridian, in Cook County, Illinois.

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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, in-and-out 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.

~~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 unless prior to such sale or conveyance Mortgagee 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.

Signed and sealed by the Mortgagors the date first above written.

Frances Netterstrom
Frances Netterstrom

(SFA1)

~~SECRET~~

STATE OF ILLINOIS		1.	the undersigned	Subscribed and sworn to before me this	a Notary Public in and for and residing in County of
COUNTY OF		Dec't	Frances Netterstrom, a widow	in the State aforesaid DO FURTHER CERTIFY THAT	
CHICAGO, ILLINOIS		1988	Frances Netterstrom, a widow	personally known to me to be the same person	whose name is
WITNESSED:				subscribes to the	
				Instrument appeared before me this day in person and acknowledged that she	signed, sealed and delivered the said Instrument as
				voluntary act, for the uses and purposes therein set forth, including the release and waiver of all rights under any homestead, except	
GIVEN under my hand and Notarial Seal the		28th day of June	95	95	A.D. 19 88.
This document prepared by		Marybeth Bauer	5	5	<i>J. Bauer, Notary</i>
GLADSTONE NORWOOD TRUST & SAVINGS BANK, CHICAGO, ILLINOIS					Notary Public
NAME: Gladstone Norwood Trust & Savings Bank					
STREET: 200 N. Central					FOR RECORDERS INDEX PURPOSES INSERT STREET ADDRESS OF
CITY: Chicago, Illinois		60630			ABOVE DESCRIBED PROPERTY HERE
RECORDERS OFFICE BOX NO.		34			5007 W. Argyle
					5569216
					Chicago, Illinois 60630

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Page 2

THE COVENANTS, CONDITIONS AND PROVISIONS REFERRED TO ON PAGE 1 (THE REVERSE SIDE OF THIS MORTGAGE):

1. Mortgagor's covenant and agrees to pay, and indefinitely, and the interest thereon as herein and in said Note or other evidence of debt provided, or according to any agreement, extending the time of payment thereof; (2) To pay, when due and before any penalty attaches thereto to all taxes, special taxes, special assessments, water charges, and sewer service charges, basing the premiums (including those hereinafter due), and to furnish Mortgagor, upon request, duplicate receipts therefor, and all such items extended against said premises shall be conclusively deemed valid for the purpose of this requirement; (3) To keep the improvements now or hereafter upon said premises insured against damage by fire, and such other hazards as the Mortgagor may require to be insured against, and to provide liability insurance and such other insurance as the Mortgagor may require, until said indebtedness is fully paid, or in case of foreclosure, until expiration of the period of redemption, for the full insurable value thereof, in such companies, and in such form as shall be satisfactory to the Mortgagor; such insurance policies shall remain with the Mortgagor during said period or periods, and contain the usual clause satisfactory to the Mortgagor, making them payable to the Mortgagor, and in case of foreclosure sale payable to the owner of the certificate of sale, owner of any deficiency, any receiver or redemptioner, or any grantee in lieu thereof, and in case of loss under such policies, the Mortgagor is authorized to adjust, collect and compromise, in its discretion, all claims thereunder and to execute and deliver on behalf of the Mortgagor, all documents, bills of lading, receipts, bills of exchange, releases and assignments required to be given by the Mortgagor for the protection of the Mortgagor, and the Mortgagor is authorized to apply the proceeds of any insurance claim to the restoration of the premises if the indebtedness is unpaid, in its discretion, but monthly payments shall continue until said indebtedness is paid in full; (4) immediately after destruction or damage, to commence and promptly complete the rebuilding or restoration of buildings and improvements now or hereafter on said premises, unless Mortgagor elects to apply on the indebtedness accrued hereby the proceeds of any insurance covering such destruction or damage; (5) To keep said premises in good condition and repair, without waste, and free from any mechanics' or other lien or claim of lien not expressly subrogated in writing to the lien herein; (6) Not to make, suffer or permit any unlawful use or any nuisance to exist on said premises nor to diminish nor impair its value by any act or omission to act; (7) To comply with all requirements of law with respect to the premises and the use thereof; (8) Not to make, suffer or permit, without the written permission of the Mortgagor, being first had and obtained, (a) any use of the premises for any purpose other than that for which it is now used, (b) any alterations of the improvements, appurtenances, fixtures or equipment now or hereafter upon said premises, (c) any purchase or conditional sale, lease or agreement under which title is retained in the vendor, of any apparatus, fixtures or equipment to be placed in or upon any buildings or improvements on said premises; (9) To pay the premiums on Mortgage Guaranty Insurance covering this mortgage when required by Mortgagor pursuant to its written commitment; and (10) To pay, when due any indebtedness which may be secured by a lien or charge upon the premises, superior to the lien herein, and upon receipt, exhibit satisfactory evidence of the discharge of such prior lien to 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 requested 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 property, and for the payment of taxes and special assessments accruing on the property, all as estimated by the holder of the Note, such sums to be held by the holder of the Note without any allowance for interest, for the payment of such premiums, taxes and special assessments provided that such request, whether or not complied with, shall not be construed to affect the obligations of the Mortgagor to pay such premiums, taxes and special assessments, and to keep the mortgaged premises insured against loss or damage by fire or lightning. If, however, payments made hereunder for taxes, special assessments and insurance premiums shall not be sufficient to pay the amounts necessary as they become due, then the Mortgagor shall pay the necessary amount to make up the deficiency. If amounts collected for the purpose aforesaid exceed the amount necessary to make such payment, such excess shall be credited on subsequent payments for these purposes to be made by Mortgagor.

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 accepted only upon payment of a two per cent (2%) premium during the first three years after the date of the Note, one per cent (1%) during the next two years, and at no premium thereafter.

4. Mortgagor may collect a late charge equal to one-half (1/2) of one percent (1%) per month unpaid balance on the unpaid principal balance of the Note, plus 2% of the monthly payment of principal, interest, taxes, assessments, insurance premiums, or other charges, more than fifteen (15) days in arrears, to cover the extra expense involved in handling delinquent payments.

5. Mortgagor, save that Mortgagor may employ counsel for advice or other legal service at the Mortgagor's discretion in connection with any dispute as to the debt hereby accrued or otherwise of this instrument, or any litigation in which the Mortgagor may be made a party on account of this lien or which may affect the title to the property securing the indebtedness hereby secured or which may affect said debt or lien and any reasonable attorney's fees so incurred shall be added to and be a part of the debt hereby accrued; (a) costs and expenses reasonably incurred in the foreclosure of this mortgage and sale of the property securing the same and in connection with any other dispute or litigation affecting said debt or lien, including reasonably estimated amounts to conclude the transaction, shall be added to and be a part of the debt hereby accrued. All such amounts shall be payable by the Mortgagor to the Mortgagor on demand, and if not paid shall be included in any decree of judgment as a part of said mortgage debt and shall be liable interest at the rate of 11 7/8 per cent (11 7/8%) per annum.

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 partial payments of principal or interest on prior encumbrances, if any, and purchase, discharge, compromise or settle any such lien or other prior lien or title to the same, or redeem from any tax sale or foreclosure affecting said premises or contest any tax or assessment. All money paid for any of the purposes herein authorized, and all expenses paid or incurred in connection therewith, including attorneys' fees, and any other money advanced by Mortgagor in its discretion to protect the premises and the lien hereon, shall be an additional indebtedness secured hereby and shall become immediately due and payable within ten (10) days of notice and with interest thereon at the rate of 11 7/8 per cent (11 7/8%) per annum. Inaction of Mortgagor shall never be considered as a waiver of any right accruing to it on account of any default herein, on the part of Mortgagor.

7. Mortgagor, making any payment herein, whether relating to taxes, or assessments, may do so according to any full statement or estimate prepared from the appropriate public office without inquiry into the accuracy of such bill, statement or estimate or into the validity of any tax, assessment, sale, forfeiture, legal lien or title or claim thereto.

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 instalment on the Note or in any other obligation accrued hereby, or (b) when default shall occur and continue for three days in the performance of any other obligation herein contained.

9. In the event that Mortgagor in either of them, (a) makes the appointment of a receiver, trustee, or liquidator of all or a substantial part of Mortgagor's assets, or (b) becomes adjudicated, or (c) files a voluntary petition for bankruptcy, or admits in writing their inability to pay debts as they become due, or (d) make a general assignment for the benefit of creditors, or (e) file a petition of answer seeking reorganization or arrangement with creditors, or in the advantage of any insolvency laws, or (f) file an answer admitting the material allegations of a petition filed against Mortgagor, in any bankruptcy, reorganization, or insolvency proceeding, or (g) take any action for the purpose of effecting any of the foregoing, or (h) if any order, judgment or decree shall be entered upon an application of a creditor of the Mortgagor by a court of competent jurisdiction approving a petition seeking appointment of a receiver or trustee of all or a substantial part of the Mortgagor's assets and such order, judgment or decree shall continue unstayed and in effect for a period of 30 consecutive days, the holder of the Note may declare the Note forthwith due and payable, whereupon the principal and interest accrued on the Note and all other sums hereby secured, shall become forthwith due and payable as if all of the said sums of money were originally stipulated to be paid on such date; and thereupon the Mortgagor, without notice or demand, may prosecute a suit at law and/or in equity as if all money secured hereby had matured prior to its institution. Furthermore, if similar or like proceedings should be instituted against the premises upon any other lien or claim, the Mortgagor may at its option immediately upon institution of such suit or during the pendency thereof declare this Mortgage and the indebtedness secured hereby due and payable forthwith and may at its option proceed to foreclose this Mortgage.

10. When the indebtedness hereby accrued shall become due, whether by acceleration or otherwise, Mortgagor shall have the right to foreclose the lien herein. In any suit to foreclose the lien herein, there shall be allowed and included an additional interest on the decree for sale of all expenditures and expenses which may be paid or incurred by or on behalf of Mortgagor for attorneys' fees, appraisers' fees, outlays for zoning, survey and expert evidence, stenographers' charges, publication costs and costs (which may be estimated as to items to be expended after entry of the decree) of removal of all such abstracts of title, title searches and examinations, guarantee policies, Titlestar certificates and similar data and assurances with respect to title as Mortgagor may deem to be reasonably necessary either to prosecute such suit or to evidence to bidders at any sale which may be had pursuant to such decree the true condition of title or the value of the premises. All expenditures and expenses of the nature in this paragraph mentioned shall become an additional indebtedness secured hereby and immediately due and payable with interest thereon at the rate of 11 7/8 per cent (11 7/8%) per annum, when paid or incurred by Mortgagor in connection with any proceeding, including probate and bankruptcy proceedings, to which Mortgagor, shall be a party, either as plaintiff, claimant or defendant, by reason of this Mortgage or the indebtedness hereby secured, or the prosecution for the defense of any threatened suit or proceeding which might affect the premises or the security herein whether or not actually commenced, or (3) preparations for the commencement of the foreclosure herein after accrual of such right to foreclose whether or not actually commenced.

11. The proceeds of any foreclosure sale of the premises shall be distributed and applied in the following order of priority. First, on account of all costs and expenses incident to the foreclosure proceedings, including all such items as are mentioned in the preceding paragraph herein; second, all other items which under the terms hereof constitute secured indebtedness additional to that evidenced by the Note with interest thereon as herein provided; third, all principal and interest remaining unpaid on the Note; fourth, any overplus to Mortgagor, their heirs, legal representatives or assigns, as their right may appear.

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 the debtor, or the time of application for such receiver. Such receiver shall have power to collect the rents, issues and profits of said premises during the pendency of such a suit, issue suit and, in case of a sale and a deficiency, during the full statutory period of redemption, whether there be redemption or not, as well as during any further time when Mortgagor, except for the intervention of such receiver, would be entitled to collect such rents, issues and profits, and all other powers which may be necessary, are usual in such cases for the protection (including insurance and repairs), possession, control, management and operation of the premises during the whole 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, as evidenced by any decree foreclosing this Mortgage, or any tax, special assessment or other lien which may be or become superior to the lien herein or of such decree, provided such application is made prior to foreclosure sale; (2) the deficiency in case of a sale and deficiency.

13. The Mortgagor will not at any time assert, upon, or plead, or in any manner whatsoever claim or take any benefit or advantage of, any stay or extension of moratorium law, any exemption from execution or sale of the premises or any part thereof, whatever enacted, now or at any time hereafter, entitling 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, rule or regulation 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 benefit or advantage of any such law, rule, and regulation not to hinder, delay, or impede the execution of any power herein granted or delegated to the Mortgagor, but to suffer and permit the execution of such power as though no such law or rules had been made or enacted. The Mortgagor, for itself or their heirs and all who may claim under it or them, waives, to the extent that it may lawfully do so, all right to have the mortgaged property marshaled upon any foreclosure herein.

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 interposing same in 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 so received shall be testifying applied by the Mortgagor as it may elect, to the immediate 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 shall be delivered to the Mortgagor or their assignee.

16. All rents, rents, issues and profits of the premises are pledged, assigned and transferred to the Mortgagor, whether now due or hereafter to become due, unless 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 it is the intention hereof (a) to pledge said rents, issues and profits on a parity with real estate and not secondary and such pledge shall not be deemed merged in any foreclosure decree, and (b) to establish an absolute transfer and assignment to the Mortgagor of all such leases and agreements, and all the assets, due under, together with the right in case of default, either before or after foreclosure sale, to enter upon and take possession of, manage, maintain and operate said premises, or any part thereof, make leases for terms deemed advantageous to it, to terminate or modify existing leases, and to make new leases, and to collect rents, issues and profits of all such leases, and to hold, let, lease, rent, sublease, and assign the same when it deems necessary, purchase adequate fire and extended coverage and other forms of insurance as may be determined advisable, and in general exercise all powers ordinarily incident to absolute ownership, advance or return money received. In any purpose herein stated to secure which a lien is hereby created on the premises and on the income therefrom which lien is prior to the lien of any other indebtedness hereby secured, and out of the income received by virtue 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 accrued, before or after any decree of foreclosure, and on the deficiency in the proceeds of sale, if any, and if any deficiency exists, then to a decree in personam of the indebtedness of not. Whenever all of the indebtedness accrued hereby is paid, and the Mortgagor, in its sole discretion feels that there is no substantial unaccrued default in performance of the Mortgagor's agreements herein, the Mortgagor, on satisfactory evidence therefor, shall relinquish possession and key to Mortgagor and surplus income in its hands. The possession of Mortgagor may continue until all indebtedness accrued hereby is paid in full or until the delivery of the Deed pursuant to a decree foreclosing the lien herein, but if no deed be issued, then until the expiration of the statutory period during which it may be issued. Mortgagor shall have all powers, if any, which might have had without this paragraph.

17. In the event new buildings and improvements are now, being or are to be erected or placed on the premises (herein, 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, on or before thirty days prior to the due date of the first payment of principal, or if work on said construction should cease before completion and the said work should remain abandoned for a period of thirty days, then and in either event, the entire principal sum of the Note accrued by this Mortgage and interest thereon shall at once become due and payable, at the option of Mortgagor, and in the event of abandonment of work upon the construction of the said buildings and improvements for the period of thirty days as aforesaid, Mortgagor may, at its option, also enter into and upon the mortgaged premises and complete the construction of the said buildings and improvements and monies expended by Mortgagor in connection with such completion of construction shall be added to the principal amount of said Note and secured by these provisions, and shall be payable by Mortgagor on demand, with interest at the rate of 11 7/8 per cent (11 7/8%) per annum. In the event Mortgagor shall elect to complete construction, Mortgagor shall have full and complete authority to employ workmen to protect the improvements from depreciation or injury and to preserve and protect the personal property thereon, to continue any and all outstanding contracts for the erection and completion of said building or buildings, to make and enter into any contracts and obligations whenever necessary, either in its own name or in the name of Mortgagor, and to pay and discharge all debts, obligations and liabilities incurred thereby.

18. A reconveyance of said premises shall be made by the Mortgagor to the Mortgagor, on full payment of the indebtedness above said, the performance of the covenants and agreements herein made by the Mortgagor, and the payment of the reasonable fees of said Mortgagor.

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