TOT SIXTEEN (16) IN BLOCK TOT SIXTEEN (17) IN BLOCK TOTAL TO

LOT SIXTEEN (16) IN BLOCK TWO (2), IN DES PLAINES MANOR, TRACT NO. 1, A SUBDIVISION OF PART OF SECTIONS 17 AND 20, TOWNSHIP 41 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO PLAT RECORDED JULY 14, 1911, AS DUCUMENT NUMBER 4793563.

## **UNOFFICIAL COPY**

Property of Cook County Clerk's Office

• 2720474
SIMPLE MORTGAGE
This Indenture Witnesseth, that the underlined World Erikadn divorted and rot de narried
Triortgage(s) and warrant(s) to BANK OF NORTHFIELD, a banking corporation organized and existing under the laws of the State of Illinois, the following
Adescribed real estate in Cook County, Illinois:
Con attached.
Perm Tax ID#09-17-314-034
Address: 612 Laurel, Des Plaines, Il.
described real estate in Cook County, Illinois:  See attached Perm Tax ID#09-17-314-034- Address: 612 Laurel, Des Plaines, II.  Together with all buildings improvements, fixtures or appurtenances now or hereafter erected thereon or placed therein, 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 other services, and any other thing now or hereafter therein or (thereon, the furnishing of which by lessors to lessess is customary or appropriate, including screens, window shades, storm doors and windows, floor coverings, screen doors, in-a-door beds, awnings, stoves and water heaters (all of which are intended to be and are hereby 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 as provided herein. The Mortgagee is hereby subrogated to the rights of all mortgages, lienholders and owners paid off by the proceeds of the loan hereby secured.
TO HAVE AND TO HOLD—the said property, with said buildings, improvements, fixtures, appurtenances, apparatus and equipment, and with all the rights and privileges thereunto belonging unto said Mortgagee forever, for the uses herein set forth, free from all rights and benefits under the homestead, exemption and valuation laws of any State which said rights and benefits said Mortgagor does hereby release and waive.
1. To secure payment of the debt as evidence hereby and by the note or notes of even date herewith, or subsequent dates, or any note or notes substituted therefor to extend or renew payment the rol, executed by the mortgagors or any of them, or if the mortgagor is a land trust, then executed by the beneficiaries of said trust or
any of them to the mortgagee in the total amount of S. Ten. Thousand Nine Hundred Eighty Eight and 26/00 per hereby releasing and waiving all rights under and by virtue of the homestead and exemption laws of this state and the United States. In the event of a breach of any obligation to pay said debt, the whole of said indebtedness, including principal and all earned interest, shall, at the option of the legal holder thereof, without notice, become immediately due and payable, and shall be recoverable by foreclosure hereof, or by suit at law, or both, all expenses and disbursements, paid or incurred in behalf of the plaintiff in connection with proceedings for the foreclosure hereof — including reasonable attorney's fees, outlays for documentary evidence, stemographer's charges, cost of procuring or of completing obstract of title, and of opinion of title or title guarantee policy, showing the whole title to said property, and of minutes of foreclosure showing necessary parties to acid. Treclosure proceedings — shall be paid by the grantors, and the like expenses and disbursements occasioned by any suit or proceeding wherein the grantee, or any holder in any part of said indebtedness, as such, may be a party by reason hereof shall also be paid by the grantors; all of which a xpenses and disbursements shall be an additional lien upon said premises, and included in any decree that may be rendered in such foreclosure proceeding.
2. Any advances made by the mortgages to the mortgagor, any of them, or if the mortgagor is a land trust, then executed by the beneficiaries of said trust or any of them or his successor in title, for any purpose, at any time before the release and cancellation of this Mortgage, but at no time shall this Mortgage sacure advances on
account of said original Note together with such additional advances, in a sum in excess of \$ 10,988.26 provided that nothing herein contained shall be considered as limiting the amounts that shall be secured hereby when advanced to protect the security or in accordance with covenants contained in the Mortgage.
3. The performance of all of the covenants and obligations of the Mortgagor to the Mortgagee as contained herein and in said Note.  THE MORTGAGOR COVENANTS:

A 1) To pay said indebtedness and the interest thereon as herein on in said note provided, or according to any agreement extending the time of payment thereof (2) To pay when due and before any penalty attaches therefor all stacks, special assessments, water charges, and sewer service charges against said property including those heretofore due) and to furnish Mortgagee, upon request, cubin or receipts therefor, and all such items extended against said property shall be conceipts by deemed valid for the purpose of this requirement. (3) To keep the inprovements now or hereafter upon said premises insured against damage by fire, and such other hazards as the Mortgagee may require to the mained against, and to be ovde multic stability insurance and such other insurance as the Mortgagee may require, includes an indebtedness is fully paid or in case of foreclosure until expect or of the hortgage, such agents or brokers, and in such form as shall be satisfactory to the Mortgage, such insurance policies shall remain with the Mortgagee during said period or periods, and contain the usual clause satisfactory to the Mortgagee making them payable to the Mortgagee, 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 quantae in a deed pursuant to foreclosure, and in case of loss under such policies, the Mortgagee is authorized to adjust, collect and compromise, in its discretion, all claims their under under the execute and deliver on behalf of the Mortgage all requires, vouchers, releases and acquittances intuined to be signed by the further under the execute and deliver on behalf of the Mortgage all requires, vouchers, and releases required of him to be signed by the further under the Mortgage and acquittances and acquittances in payable to such purple, and in full; (4) immediately after destruction or damage, to commence and primary complete the rebuilding or restoration of the property or upon the indebtedness hereby secured in it

B. In order to provide for the payment of taxes, assessments, insurance premiums, and other annual charges upon the rice serve securing this indebtedness, and other insurance required or accepted. I promise to pay to the Mortgagee, a prorata portion of the current year taxes upon this dispersement of the loan and to pay monthly to the Mortgagee, in addition to the above payments, a sum estimated to be equivalent to one-twellth of such items, which payments may, at the option of the Mortgagee, (a) be held by it and commingled with other such funds for its own funds for the payment of such items; (b) be carried in a savings account and withdrawn by it to pay such items, or (c) be credited to the unpaid balance of said indebtedness as received, provided that the Mortgage advances upon this obligation sums sufficient to pay said items as the same accide and become payable. If the amount estimated to be sufficient to pay said items as the same accide and become payable. If the amount estimated to be sufficient to pay said items as charged or carried in a savings account, or escribed account, the same are hereby pledged to further secure this indebtedness. The Mortgagee is authorized to pay said items as charged or billed without further inquiry

C. This mortgage contract provides for additional advances which may be made at the option of the Mortgage and secured by this mortgage, and it is agreed that in the event of such advances the amount thereof may be added to the mortgage debt and shall increase the amount ablaince of the note hereby secured by the amount of such advance and shall be a part of said note indebtedness under all of the terms of said note and this contract as fully as if a new such note and contract were executed and delivered. An Additional Advance Agreement may be given and accepted for such advance and provision may be made for different monthly payments and a different interest rate and other express modifications of the contract, but in all other respects this contract shall remain in full force and effect as to said indebtedness, including all advances.

D. That in case of failure to perform any of the covenants herein, Mortgagee may do on Mortgagor's behalf everything so covenanted, that said Mortgagee may also do any act it may deem necessary to protect the lien hereof, that Mortgagor will repay upon demand any moneys paid or disbursed by Mortgagee for any of the above purposes and such moneys together with intrest thereon at the highest rate for which it is then lawful to contract shall become so much additional indebtedness secured by this mortgage with the same priority as the original indebtedness and may be included in any decree foreclosing this mortgage and be paid out of the rent or proceeds of sale of said premises if not otherwise paid, that it shall not be obligatory upon the Mortgagee to check into the validity of any lien, encumbrance or claim in advancing moneys as above authorized, but nothing herein contained shall be constitued as requiring the Mortgagee to advance any moneys for any purpose nor to do any act hereunder; and the Mortgagee shall not incur any personal flability because of anything it may do or orbit to do hereunder.

E That it is the intent hereof to secure payment of said note and obligation whether the entire amount shall have been advanced to the Mortgagor at the date hereof, or at a later date, and to secure any other amount or amounts that may be added to the mortgage indebtedness under the terms of this mortgage contract.

F That If all or any part of the property, or any interest therein, or if the mortgager is a land trust, if all or any part of the beneficial interest in said trust is sold, transferred organization of the mortgager without the prior consent of the mortgage, excluding (a) the creation of a lian or encumbrance subordinate to this mortgage, (b) the creation of a purchase money security interest for household appliances, (c) a transfer by devise, descent, or by operation of law upon the death of a joint tenant of (c) the grant of any leasehold interest of three years or less not containing an option to purchase, Mortgagee, may, at Mortgagee's option, declare without notice all of the sums secured by this mortgage to be immediately due and payable.

Mortgagee shall have waived such option to accelerate it, prior to the sale or transfer, Mortgagee and the person to whom the property is sold or transferred reach agreement in writing that the credit of such person is satisfactory to Mortgagee and that the interest payable on the sums secured by this mortgage shall be at such rate as Mortgagee shall request. If Mortgagor's successor has executed a written assumption agreement accepted in writing by Mortgagee, Mortgagee shall release Mortgagor from all obligation under this mortgage and the note securing it.

ith any successor in interest of the Morigagor in the Subject to the terms of this paragraph, no same manner as with the Mortgagor, and said dealings may include forbearing to sue or extending the time for payment of the debt secured hereby, but said dealings shall not discharge or in any way affect the liability of the Mortgagor hereunder or the debt hereby secured.

G. That time is of the essence hereof and if default be made in performance of any covenant herein contained or in making any payment under said note or obligation or any extension or renewal thereof, or if proceedings be instituted to enforce any other lien or charge upon any of said property, or upon the filling of a proceedings in bankruptcy by or against the Mortgagor, or if the Mortgagor shall make an assignment for the benefit of his creditors or if his property be placed under control of or in custody of any court, or if the Mortgagor abandon any of said property, or in the event of the filling of a suit to condemn all or a part of the said property, then and in any of said events, the Mortgagor is hereby authorized and empowered, at its option and without affecting the lien hereby created or the priority of said type of the Mortgagor hereupone to design without notice. lien or any right of the Mortgagee hereunder, to declare without notice, all sums secured hereby immediately due and payable, whether or not such default be remedied by Mortgagor, and apply toward the payment of said mortgage indebtedness any indebtedness of the Mortgagee to the Mortgagor, and said Mortgagee may also immediately proceed to foreclose this mortgage, and in any foreclosure a sale may be made of the premises en masse without offering the several parts separately.

H. That the Mortgagee may employ counsel for advice or other legal service at the Mortgagee's discretion in connection with any dispute as to the debt hereby secured or the lien of this instrument, or any litigation to which the Mortgagee 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 thall be added to and be a part of the debt hereby secured. Any costs and expenses reasonably incurred in the foreclosure of this mortgage and sale of the croperty 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 secured. All such amounts shall be payable by the Mortgagor to the Mortgage on demand, and if not paid shall be included in any decree or judgment as a part of said mortgage debt and shall include interest at the highest contract rate, or if no such contract rate then at the legal rate. In the event of a foreclosure sale of said premises there shall first be paid out of the proceeds thereof all of the aforesaid amounts, 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.

in case the mortgaged property, 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, 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.

All easements, rents, issues and profits of said premises are pledged, assigned and transferred to the Mortgagee, whether now due or hereafter to become due, under or by virtue of any lease or agreement in the use or occupancy of said property, or any part thereof, whether said lease or agreement is written or verbal, and it is the intention hereof (a) to pledge said rents, is es 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 ensuling 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 atter foreclosure sale, to enter upon and take possession of, manage, maintain and operate said premises, or any part thereof, make leases for terms deemed advantage(us 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 end table as it may deem proper to enforce collection thereof, employ renting agents or other employees, after or repair said premises, buy furnishings and equipment therefore when it deems necessary, purchase adequate fire and extended coverage and other forms of insurance as it may he deemed advisable, and in general exercise all powers and it?" in 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 attorney's 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 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 securer, before or after any decree of foreclosure, and on the deficiency in the proceeds of sales if any, whether there be a decree in personam therefor or not. Whenever all or the indebtedness secured hereby is paid, and the Mortgagee, in its sole discretion, feels that there is no substantial uncorrected default in performance of the Mortgagor's or elements herein, the Mortgagee, on satisfactory evidence thereof, shall relinquish possession and pay to Mortgagor any surplus income in its hands. The possession of two tgages may continue until all indebtedness secured hereby is paid in full or until the delivery of a Deed pursuant to a decree foreclosing the lien hereof, but if no deed be indeed, then until the expiration of the statutory period during which it may be issued. Mortgages 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 pmissions relating to the subject matter of this paragraph unless commenced within sixty days after Mortgagee's possession ceases.

K. That upon the communicement of any foreclosure proceeding hereunder, the council is filed may at any time, either before or after saje, and without notice to the Mortgagor, or any party claiming under him, and without regard to the subvincy of the Mortgagor or the then value of said premises, or whether the same shall then be occupied by the owner of the equity of redemption as a homestead, as point a receiver with power to manager and rent and to collect the rents, issues and profits of said premises during the pendence of such foreclosure suit and the statutury period of tertemption, and such reads, issues and profits, when collected, may be applied before as well as after the sale, towards the payment of the indebtedness, costs sixes, insurance or other items necessary for the protection and preservation of the property, including the expenses of such receivership, or on any deficiency dicree whether there be a decree therefore in personam or not, and if a receiver shall be appointed he shall remain in possession until the expiration of the full period a lowed by statute for redemption, whether there be redemption or not, and until the issuance of deed in case of sale, but if no deed be issued, until the expiration of the full period during which it may be issued and no lease of said premises shall be nullified by the appointment or entry in possession of a receiver but he may elect to te fair attended to the lien hereof.

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Sec. 1

L. That each right, power and remedy herein conferred upon the Mortgagee is cumulative of every other right. Herein or 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 obligation contained shall thereafter in any manner affect the right of Mortgages to require or 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 neuter 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 there or ar ser-

	is a duty organized corporation, the moregagor does never by waive air register resemption, in the control was moregagor as a new control of the more dwelling units, the more gagor does hereby waive all rights at redemption.	
In witness whereof, this mortgage is ex	executed, sealed and delivered this day of September 2-A.D. 19 884	
	(SEAL) Sohn Eriksen (SE	AL)
	(SEAL)	ΔΙΊ
and advantage of the control of the	Down and Doc C Mail The	****
STATE OF Illinois	Prepared by a Mail 10:	
COUNTY OF Cook	Bank of Northfield GIV	
	400 Cerotral Ave.   1. The Undersigned, a Notary Publi	c in
and the control of th	Northfield IL 60093 Eriksen, divorced and not remarrised	
and for said County, in the State aforesaid	a, both respectively that	
personally known to me to be the same pr	person whose name is 15 SER 15 11 10 subscribed to the Regoing instant	∎nt.
appeared before me this day in person, an	he REGISTICAR OF THE Bened sealed and deliver to the said in Regin	ent
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