

Property of

PERM R.E. INDEX NO. 05-07-214-017

ADDRESS: 580 Sheridan Road  
Glencoe, IL 60022

3752879

That part of Lot 5 in Block 9 in Glencoe, being a subdivision of part of fractional Section 5, a part of the South West quarter also a part of the South West quarter and a part of the North East quarter of the South East quarter of Section 6, a part of the North East quarter of Section 7 and the North fractional half of fractional Section 8 all in Township 42 North, Range 13, East of the Third Principal Meridian, South Easterly of a line drawn parallel to and distance 200 feet from the North Westerly line of Lot 4 in said Block 9, and North Easterly of a straight line drawn from a point on the South Easterly line of said Lot 4 distant 125 feet North Easterly from the South West corner of said Lot 4, to a point in the Northernly line of Hawthorne Avenue 105.1 feet Easterly as measured on a straight line from the South Westerly corner of Lot 6 in Block 9 aforesaid, and that part of Lot 6 in Block 9 aforesaid, Northernly of a straight line drawn from a point on the North Easterly line of Lot 6 which is 128 feet North Westerly of the South East corner of Lot 6 as measured along the East line of said Lot to a point 95 feet North Westerly of a point in the Southernly line of Lot 6 as measured on a line drawn from a point on the Southernly line of Lot 4 in Block 9 aforesaid, 125 feet Easterly from the South West corner of said Lot 4, as measured along said Southernly line to a point in the Northernly line of Hawthorne Avenue 105.1 feet Easterly as measured along a straight line from the South West corner of said Lot 6 in Cook County, Illinois.

UNOFFICIAL COPY

Property of Cook County Clerk's Office

UNOFFICIAL COPY

Northfield, IL 60093

Bank of Northfield, 400 Central Ave

Dennis E. McGauran, President

THIS INSTRUMENT WAS PREPARED BY:

GIVEN under my hand and Notarial Seal, this

rights under any homestead, exemption and valuation

as their

appeared before me this day in person, and acknowledged that

They

personally known to me to be the same person whose name is

and for said County, in the State aforesaid, DO HEREBY CERTIFY THAT

Allen Levis & Elaine Levis, His Wife &

Illinois

STATE OF

COUNTY OF

COOK

(SEAL)

(SEAL)

October 28, A.D. 19 88

(SEAL)

(SEAL)

Elaine Levis

Allen Levis

The Underigned, a Notary Public in

signed, sealed and delivered the said instrument

and voluntary act, for the uses and purposes therein set forth, including the release and waiver of all

A.D. 19 88

NOTARIAL PUBLIC

MY COMMISSION EXPIRES

NOVARY PUBLIC

NOTARIAL PUBLIC

AMERICAN WILLCOX

OFFICIAL SEAL

Bank of Northfield, 400 Central Ave

Northfield, IL 60093

That time is of the essence hereof and it 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 filing of a proceeding in bankruptcy against the Mortgagee, or if the Mortgagee 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 Mortgagee abandon any of said property, or in the event of the filing of a suit to condemn all or a part of the said property, then and in any of said events, the Mortgagee is hereby authorized and empowered, at its option and without affecting the lien hereby created or the priority of said 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 Mortgagee, and apply toward the payment of said mortgage indebtedness of the Mortgagee to the Mortgagee, and said Mortgagee may also immediately proceed to foreclose this mortgage, and in any foreclosure a sale may be made of the premises an 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 secured or 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 secured. Any 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 reasonable attorney's fees, 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 surplus, if any, shall be paid to the Mortgagee, and the purchaser shall not be obliged to see to the application of the purchase money.

I 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 Mortgagee or his assigns.

J 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 for 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, issues and profits on a party with said real estate 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 aforesaid 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, terminate or modify existing or future leases, collect said rents, issues and profits, regardless of when earned, and use such measures as may be deemed legal or equitable as it may deem proper to enforce collection thereof, employ renting agents or other employees, alter or repair said premises, buy furnishings and equipment, 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 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 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 person or not. Wherever all of the indebtedness secured hereby is paid, and the Mortgagee, in its sole discretion, feels that there is no substantial unsecured default in performance of the Mortgagee's agreements herein, the Mortgagee, on satisfactory evidence thereof, shall relinquish possession and pay to Mortgagee 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 Deed pursuant to a decree foreclosing the lien hereof, then 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 elect 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 days after the date of the Mortgagee's possession ceases.

K That upon the commencement of any foreclosure proceeding hereunder, the court in which such suit is filed may at any time, either before or after sale, and without notice to the Mortgagee, or any party claiming under him, and without regard to the solvency of the Mortgagee 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, appoint a receiver with power to manager and rent and to collect the rents, issues and profits of said premises during the pendency of such foreclosure suit and the statutory period of redemption, and such rents, issues and profits, when collected, may be applied to the sale, as well as after the sale, towards the payment of the indebtedness secured hereby, and such items necessary for the protection and preservation of the property, including the expenses of such receivership, or on any other decree whether there be a decree in person or not, and the receiver shall be appointed in possession until the expiration of the full period allowed by state for redemption, whether there be redemption or not, and until the release of the mortgage or deed in case of sale, but no deed be issued, until the expiration of the statutory period during which it may be issued and no lease of said premises shall be permitted by the appointment or entry in possession of a receiver but he may elect to terminate any lease junior to the lien hereof.

L That each right, power and remedy herein conferred upon the Mortgagee is cumulative of every other right, power and 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 obligation contained hereof shall affect the right of Mortgagee to require or enforce performance of any other covenant, 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 Mortgagee, and the successors and assigns of the Mortgagee, and that the powers herein mentioned may be exercised by the Mortgagee or its assigns, and the Mortgagee, its assigns, successors and assigns of the Mortgagee, in the event the Mortgagee is a duly organized corporation, the Mortgagee does hereby waive all rights of redemption, in the event the Mortgagee is a corporation, and all improvements on said real estate contain four or more dwelling units, the Mortgagee does hereby waive all rights of redemption.

In witness whereof, this mortgage is executed, sealed and delivered this day of

This Indenture Witnesseth, that the undersigned

Elaine Lewis married to Allen Lewis

Dated: October 28, 1988

mortgage(s) and warrant(s) to BANK OF NORTHFIELD, a banking corporation organized and existing under the laws of the State of Illinois, the following described real estate in Cook County, Illinois:

See attached.

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 lessees is customary or appropriate, including window shades, storm doors and windows, floor coverings, screen doors, in-a-door beds, awnings, stoves and water heaters fall 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.

**NOTE IDENTIFIED TO HAVE AND TO HOLD** the said property, with said buildings, improvements, fixtures, appurtenances, apparatus and equipment, and with all the rights and privileges the unto 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 Mortgagee does hereby release and waive.

1. To secure payment of the debt as evidence hereby and by the note or notes or any note or notes or any note or notes substituted therefor to extend or renew payment thereof, 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 \$ Thirty Thousand Dollars and 00/100

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 the proceedings for the foreclosure hereof, including reasonable attorney's fees, outlays for documentary evidence, stenographic, clerical, charges, cost of procuring or of conducting abstract 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 said foreclosure proceedings - shall be paid by the grantors, and the like expenses and disbursements occasioned by any suit or proceeding whether the greater or the lesser of any part of said indebtedness, as such, may be a party by reason hereof shall also be paid by the grantors; all of which expenses and disbursements shall be an additional lien upon said premises, and included in any deed that may be rendered in such foreclosure proceedings.

2. Any advances made by the mortgagee 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, shall be a part of the debt secured by this Mortgage, but at no time before the release and cancellation of this Mortgage, but in a sum in excess of \$ 30,000.00 provided that nothing herein contained shall be considered as limiting the amount that shall be secured hereby when advanced to protect the security or in accordance with covenants contained in the Mortgage.

**THE MORTGAGOR COVENANTS:**

(1) To pay said indebtedness and the interest thereon as herein and 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 thereto all taxes, special taxes, special assessments, water charges, and sewer service charges against said property (including those heretofore due) and to furnish Mortgagee, upon request, duplicate receipts therefor, and all such items extended against said property 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 to cause the same to be insured against such other perils as the Mortgagee may require to be insured against, and to provide public liability insurance and such other insurance as the Mortgagee may require, through such agents or brokers, and in such form as shall be satisfactory to the Mortgagee; such insurance policies shall remain with the Mortgagee during said period of payment, and contain the usual clauses satisfactory to the Mortgagee, and in case of foreclosure 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 redemptionor, or any grantee 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 thereunder and to execute and deliver on behalf of the Mortgagor all necessary proofs of loss, receipts, vouchers, releases and acquittances required to be signed or to be signed for by the Mortgagor, and the Mortgagee agrees to sign, upon demand, all receipts, vouchers, releases and acquittances required of him to be signed by the Mortgagee for such purposes, and the Mortgagee is authorized to apply the proceeds of any insurance covering the improvements now or hereafter on said premises, unless Mortgagee elects to apply on the indebtedness secured hereby for the rebuilding or restoration of buildings and improvements is paid in full; (4) immediately after destruction or damage, to compromise and promptly complete the rebuilding or restoration of buildings and improvements now or hereafter on said premises, unless Mortgagee elects to apply on the indebtedness secured hereby for the rebuilding or restoration of buildings and improvements is paid in full; (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 subordinated to the lien hereof; (6) Not to make, suffer or permit any unlawful use of or any nuisance to exist on said property nor to diminish nor impair the value by any act or omission to act; (7) To comply with all requirements of law with respect to maintenance of said property and the use hereof; (8) Not to make, suffer or permit any alteration of the property for any purpose other than that for which it is now used; (9) Any alterations of the improvements, apparatus, appurtenances, fixtures or equipment now or hereafter upon said property (c) any purchase or on conditional sale, lease or agreement under which title is reserved in the vendor, of any apparatus, fixtures or equipment to be placed in or upon any buildings or improvements on said property.

B In order to provide for the payment of taxes, assessments, making the payment of the current year taxes upon the disbursement of the loan and to pay other insurance required or accepted, I promise to pay to the Mortgagee, in addition to the above payments, a sum estimated to be equivalent to one-twelfth of such items, which payments may, at the option of the Mortgagee, (a) be held by it and commingled with other such funds or its own funds for the payment of such items; (b) be carried in a savings account and proceeds or sale of said premises if not otherwise paid, that it shall not be obligated to pay the Mortgagee to check into the validity of any lien, unencumbrance or claim in advancing monies as above authorized, but nothing herein contained shall be construed as requiring the Mortgagee to advance any monies for any purpose nor to do any act hereunder; and the Mortgagee shall not incur any personal liability because of anything it may do or omit to do hereunder.

E That it is the intent hereof to secure payment of said note and obligation whether the entire indebtedness shall have been added to the Mortgagee 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 it all or any part of the property, or any interest therein, or if the mortgagor is a land trust, all or any part of the beneficial interest in said trust is sold, transferred or assigned by the mortgagor without the prior consent of the mortgagee, excluding (a) the creation of a lien or encumbrance subordinate to this mortgage, or (b) the creation of a purchase money security interest for consensual purposes, (c) a transfer by devise, descent, or the operation of law upon the death of a joint tenant, or (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.

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