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6/1/44 76

Unit 11 as described in survey delineated on and attached to and made a part of a Declaration of Condominium Ownership registered with the Register of Titles of Cook County, Illinois on the 13th day of June, 1984, as Document Number 3376438.

An undivided 7.514% interest (except the units delineated and described in said survey) in and to the following described premises:

The North 85.0 feet of the South 125.0 feet or the East 155.0 feet of the West 287.34 feet of the following described tract of land: That part of Lot 1 which lies East of a line at right angles to the South line of said Lot 1 from a point which is 324.28 feet east of the Southeast corner of said Lot 1 (as measured along the South line of said Lot 1) in Thunderbird Subdivision of part of the Northwest Quarter of the Southwest Quarter of Section 35, Township 42 North, Range 11, East of the Third Principal Meridian, in Cook County, Illinois.

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.

This mortgage is subject to all rights, covenants, restrictions, conditions, covenants and reservations contained in said Declaration the same as though the provision of said Declaration were recited and stipulated at length herein.

PROPERTY ADDRESS - 834 East Rand Road, Unit 11, Mount Prospect, IL, 60056
PERMANENT INDEX NO. ~~0335-300-030-1011~~

377-1876
0335-300-030-1011 TAP
THIS IS NOT HOMESTEAD PROPERTY.

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Property of Cook County Clerk's Office

THIS INSTRUMENT WAS PREPARED BY:

HOWARD A. MC KEE
111 W. Monroe St.
Chicago, Ill. 60603

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77-1576

MORTGAGE

THE UNDERSIGNED, JAMES SOLAN, married to Annette Solan and KAREN AMBROSIA, married to Vincent Ambrosia of Mount Prospect, County of Cook, State of Illinois, hereinafter referred to as the Mortgagor, does hereby mortgage and warrant to THE FIRST NATIONAL BANK OF NILES, a national banking association having its principal office in the Village of Niles, County of Cook, State of Illinois, hereinafter referred to as the Mortgagee, the following real estate in the County of Cook, in the State of Illinois, to wit:

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Cook County
Assessors Office

Together with all buildings, improvements, fixtures or appurtenances thereto or heretofore erected thereon or placed thereon, including all apparatus, equipment, fixtures or articles, whether or not specifically so described, used to supply heat, gas, air conditioning, water, light, power, refrigeration, ventilation or other services, and any other thing of whatever character that may be attached to or connected with the building or structure or which it serves or which is customary or appropriate, including, without limitation, storm doors and windows, floor coverings, screen doors, window shades, awnings, screens, water heaters, refrigerators, washing machines, clothes dryers, and all other such equipment, all of which are intended to be and are hereby declared to be a part of said real estate whether personally attached thereto or not, and also regardless of all encumbrances and the rents, issues and reverses, and premiums which are hereby pledged, assigned, transferred and set over unto the Mortgagee, whether now due or hereafter to become due or provided herein. The Mortgagee is hereby subrogated to the rights of all mortgagees, claimholders and owners paid off by the proceeds of the loan herein secured.

TO HAVE AND TO HOLD the said property, with said buildings, improvements, fixtures, appurtenances, apparatus and equipment, unto said Mortgagee forever for the uses herein to follow from all rights and benefits under the Homestead Exemption Laws of the State of Illinois, which said rights and benefits said Mortgagor does hereby release and waive.

TO SECTION 11: The payment of a Note executed by the Mortgagor to the order of the Mortgagee bearing even date herewith in the principal sum of **FORTY THOUSAND AND 00/100** ————— Dollars \$ 40,000.00 to which Note, together with interest

thereon as therein provided, is payable in monthly installments of **Five Hundred Sixty-two and 38/100** ————— Dollars \$ 562.38

commencing the 1st day of APRIL 19 89, to which payments are to be applied first to interest and the balance to principal, until said indebtedness is paid in full. (2) The performance of other acts required by law, which are hereby incorporated herein and made a part hereof, and which provide among other things, for an additional monthly payment of one-twelfth (1/12) of the estimated annual taxes (unless the Mortgagor has pre-empted an option to bring savings account to satisfy estimated taxes), insurance premiums and other charges upon the foregoing premises. (3) The payment of all of the covenants and stipulations of the instrument in the Mortgage as contained herein and in law.

THE MORTGAGOR HEREBY WAIVES ANY AND ALL RIGHTS OF REDEMPTION FROM SALE UNDER ANY ORDER OR DECREE OF FORECLOSURE OF THIS MORTGAGE, ON ITS OWN BEHALF AND ON BEHALF OF EACH AND EVERY PERSON, EXCEPT DECREES OR JUDGMENTS CREDITORS OF THE MORTGAGOR, ACQUIRING ANY INTEREST IN OR TITLE TO THE PREMISES SUBSEQUENT TO THE DATE OF THIS MORTGAGE.

THE MORTGAGE Covenants

A. (1) To pay said indebtedness and the interest thereon as herein and in said Note provided, or according to any agreement extending the time for payment hereof. (2) To pay when due and before any garnishee attaches, releases all taxes, special taxes, unpaid assessments, water charges, sewer service charges against said property including those taxes, assessments and fees, taxes, assessments, insurance premiums, damages, costs and expenses incurred against damage by fire, and such other hazards as the Mortgagee may require to be insured against, and to provide public liability coverage and such other insurance as the Mortgagee may require. (3) To pay said indebtedness in full, paid, or in case of foreclosure, until payment of the amount of redemption. For the full amount of said principal, on such dates 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 cover, covering them payable to the Mortgagee and in case of foreclosure sole payable to the holder of the certificate of sale, owner of any deficiency, any receiver or redemptioner, or any grantee in a Master of Execution's deed, or in case of loss under such policies, the Mortgagee is authorized to advise, direct and compensate in its discretion, all claimants thereunder and to execute and deliver in behalf of the Mortgagee all necessary documents of title, receipts, vouchers, releases and assignments required to be signed by the insurance companies, and the Mortgagor agrees to sign, upon demand, all receipts, assignments and releases of title to be issued by the Mortgagee for such purpose, and the Mortgagee is authorized to apply the proceeds of any insurance claim to the restoration of the property or when the indebtedness is fully secured in its discretion, but otherwise payments shall continue until and indebtedness is paid in full. (4) Immediately after destruction, damage, to commence and promptly complete the repairing or reconstruction of buildings and improvements now or hereafter on said premises or unless Mortgagee elects to apply on the indebtedness as due hereby the amount of any insurance covering such destruction or damage. (5) To keep said premises in good condition and repair, without waste, and free from any mechanic's or other lien or claim of debt not expressly subordinated to the indebtedness, (6) Carefully and with the protection of any heirs of the Mortgagor or of a spouse; (7) To perform all obligations under all declarations, covenants, by-laws, regulations, and contractual documents governing said premises if the Mortgagor is to be a condominium owner or a planned unit development; (8) Not to make, suffer or permit any unlawful use of or any nuisance to exist on said premises, nor to commit any waste, trespass or other wrong or offense in or about any act or omission to act; (9) To comply with all requirements of law, with respect to mortgaged premises and the use thereof; (10) Not to make, suffer or permit with the written permission of the Mortgagee, being first had and obtained, (a) any use of the property for any purpose other than that for which it is now used, (b) any alterations, additions, demolition or removal of any improvements, appurtenances, fixtures or equipment to be placed in or upon any buildings or improvements, or in and property; (11) The assignment or transfer of any right of interest in and ownership in or upon any part or all or any part of the property effects its security hereunder, and to pay all costs, expenses and attorney's fees incurred or paid by the Mortgagee in an proceeding in which it may be made a party defendant in reason of this Mortgage.

B. That in case of failure to perform any of the covenants herein, Mortgagor may do on Mortgagor's behalf anything so necessary, that said Mortgagee may also do any act it may deem necessary to protect the interest held, that Mortgagor will repay upon demand any money paid or disbursed by Mortgagor for any of the above purposes and such money together with interest thereon, at eight (8) percent per annum shall become due, such additional indebtedness secured by the Mortgagor with the same priority as the original indebtedness and may be included in any decree foreclosing the Mortgagee and the payment of the costs of process of sale of said premises if not otherwise paid, that shall not be obligation upon the Mortgagor to institute into the hands of any court, encumbrancer or claim in advancing or recovering above authorized, but nothing herein contained shall be construed as requiring the Mortgagor to advance any money for any purpose not to do any act heretofore, and the Mortgagee shall not incur any personal liability because of anything it may do or omit to do hereunder.

C. That in the event of seizure of said property in any way, the same may be sold to a person other than the Mortgagee, the Mortgagee may, without notice to the Mortgagor, deal with such successor in interest as it sees fit in this Mortgage and the debt hereby secured in the same manner as with the Mortgagee, and may foreclose in sue or may extend time for payment of the debt secured thereby without discharging in any way affecting the liability in the Mortgage hereunder or upon the debt hereby secured.

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7. That upon the commencement of any foreclosure proceeding hereunder, the costs in which such suit is filed except at any time, either before or after, shall be incurred by the owner of the equity of redemption as a foreclosed, appointee receiver with power to manage and tend and to collect the rents, issues and profits of such property during the pendency of such foreclosure suit, and the statutory amount of redemption, and such rents, issues and profits, when collected, may be applied before as well as after the Master's sale, towards the payment of the title, redemption, costs, taxes, insurance or other items necessary for the protection and preservation of the property, including the expenses of such receivership, or in any deficiency decree; whether there be a decree therein in summaum or not, and if no decree shall be appointed he shall remain in possession until the expiration of the full period allowed to statute for redemption, whether there be a decree or not, and until the commence-ment of suit to foreclose, but if no such suit is filed, until the expiration of the time statuted for redemption, but he may, at his option, pay over any due sum to the lessor, and the lessor of said property shall be entitled to the amount so paid, or to receive a credit on account of such additional indebtedness, and the decree of sale all superintendents, managers, and agents, and expenses thereof, shall be allowed and paid, and incurred on behalf of Master one for attorney's fees, Master's fees and commission, court costs, expenses, expenses for removal, removal and storage, extraordinary and expert evidence, stampmaster's fees, Master's fees and commission, court costs, protection costs and fees, which sum may be estimated as to amount, and include items to be expended after the commencement of presenting as such abstracts of title, or other documents, instruments, papers, and reports, distinctly particularized. For any complications and similar data and assurances with respect to title to Mortgagor, may reasonably demand compensation, which sum may be estimated as to amount, and include items to be expended in the defense of any suit, or action, or proceeding, including process or garnishee proceedings in which other parties hereto shall be a party by reason of this Mortgage or the Note thereby secured, or for preparation for the defense of any other action in any threatened or contemplated suit or proceeding which might affect the premises or the security herein, whether or not actually commenced. In the event of a foreclosure sale of said premises, hereof, or thereon, which shall be paid out of the proceeds thereof all of the aforesaid items, that the entire moneys, whether due and payable, or due hereafter, and the interest due thereon up to the time of such sale, and the principal, if any, shall be used to the Mortgagor, and of the moneys, but not be utilized to pay the application of the purchase money.

6. In case the un-occupied property 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 such compensation so received shall be held in trust by the Mortgagor, and it may be used to the payment of the principal amount due on the note and interest thereon, or to the repair and restoration of any property so condemned, provided, however, that the amount so disbursed, shall be deducted in the Mortgagor's account.

It is agreed, that all interests and profits of said premises are paid, assigned and transferred to the Mortgagor, 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 intent of the parties to make such a pledge and retain shares and profits on a parity with said real estate and not separately and such pledge shall not be deemed merged as an inseparable factor, and (b) to establish an absolute trustee and assignment to the Mortgagor of all such leases and agreements, and all the rights thereunder, together with the right in case of default, either before or after foreclosure sale, to enter upon and take possession of the premises, management and operation said premises for any part thereof, make leases for terms deemed advantageous to it, terminate any lease existing, collect said rents, rents, shares and profits, whether or when earned, and to such purpose have and hold as in their judgment they may deem proper to enforce collection of rents, rents, shares and profits, whether or when earned, and to collect and receive payment of all taxes, assessments, impositions and other charges against the property when it deems necessary, purchase adequate fire and extended coverage and other forms of insurance as may be deemed advisable, and in general exercise all powers ordinarily incident to absolute ownership, advance or future 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 lies or may in the time of any other individual, a lien is hereby secured, and out of the income retain reasonable compensation for itself, pay insurance premiums, taxes and assessments, and its expenses of every kind, including attorney's fees, incurred in the exercise of the powers herein given, and from time to time apply any balances so remaining in its sole discretion, to the principal purposes, first on the interest and then on the principal of the indebtedness herein secured, before or after the date of foreclosure, and on the deduction of the proceeds of sale if any, whether there be a deficiency or personalty thereby left over. Whenever all of the indebtedness secured hereby is paid, or the Mortgagor, in its sole discretion, feels that there is no substantial unpaid obligation in performance of the Mortgagor's agreements herein, the Mortgagor, in its sole discretion, evidence thereof, shall relinquish possession and key to the premises to the Lender. The Lender may at any time thereafter require the Mortgagor to repossess the property or the Lender may at any time thereafter require the Mortgagor to pay over to the Lender the amount of any deficiency in the amount of the indebtedness, and to abandon the premises or said premises without affecting the lien herein. Mortgagor shall pay all expenses, if any, which it might have had without the payment of the above sum, but shall not be liable for any expenses which it may be compelled to incur in the enforcement of the indebtedness, and to the extent that the Lender may be compelled to foreclose, the Lender shall have the right to foreclose the property or the Lender may at any time thereafter require the Mortgagor to pay over to the Lender the amount of any deficiency in the amount of the indebtedness, and to abandon the premises or said premises without affecting the lien herein. Mortgagor shall pay all expenses, if any, which it might have had without the payment of the above sum, but shall not be liable for any expenses which it may be compelled to incur in the enforcement of the indebtedness.

1 That each right, power and remedy herein conferred upon the Mortgagor is cumulative of each other right or remedy of the Mortgagor, whether before or be hereinafter created, and may be enforced concurrently therewith, may not be waived by the Mortgagor by performance of any covenant, term or condition contained in the Note or in any instrument or agreement made or entered into between the parties hereto, notwithstanding that such waiver may be given in writing, and shall thereafter in no manner affect the rights of Mortgagor in respect of enforceability of any such covenants, terms or conditions, which may be given in writing, and shall not affect the exercise of any right or remedy which may be given in writing, and the exercise of any right or remedy by number, as used herein, shall include all rights and obligations under this Mortgage than extend to it, or be "binding upon the respective heirs, executors, administrators, successors and assigns of the Mortgagor, and the successors and assigns of the Mortgagor, and that the powers herein mentioned may be exercised as often as occasion therefor arises.

SM. MONTMERRI, WILHELM.—He has become one man and will then be a man of the world.

JAMES SOLAN

(SEAL)

(SPEAK)

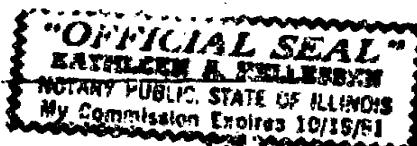
STATE OF ILLINOIS
COUNTY OF Cook

1. the undersigned

SOLAN, married to John Annette Solan and KAREN AMBROSIA, married to Vincent Ambrosia, personally known to me to be the same persons or persons whose name or names is or are subscribed to the foregoing instrument appeared before me this day in person and affirming that they signed, sealed and delivered the said instrument as their free and voluntary act, for the uses and purposed therein set forth, including the release and waiver of all rights under any Homestead, easements and other interests.

GIVEN under my hand and Notarized this day of February 13th 1908.

My commission expires:



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THE CHRONICLE
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