

UNOFFICIAL COPY

Ill. S. & L. League 1946 Form No. 2 (Long)

MORTGAGE

3978785

THIS INDENTURE WITNESSETH: That the undersigned,
ROLF FIEDLER AND ELKE FIEDLER, HIS WIFE,

of the City of Des Plaines County of Cook, State of Illinois,
hereinafter referred to as the **Mortgagor**, does hereby Mortgage and Warrant to

COMMUNITY SAVINGS BANK

a corporation organized and existing under the laws of the State of Illinois, hereinafter
referred to as the **Mortgagee**, the following real estate, situated in the County of COOK
in the State of Illinois, to wit:

SEE ATTACHED RIDER:

The northeasterly Forty-Eight (48) Feet of Lot Two (2) in Pettinger's Resubdivision of Block Thirty-Seven (37) in Des Plaines Manor Tract #3, in the South East Quarter (SE $\frac{1}{4}$) of Section Eighteen (18), Township Forty-One (41) North, Range Twelve (12), East of the Third Principal Meridian, according to Plat of said Pettinger's Resubdivision Registered in the Office of the Registrar of Titles of Cook County, Illinois, on March 19, 1958.

ALSO

An Undivided 8-7/6 interest in Lot One (1) (except that part thereof lying South of a Line 52.0 Feet North as measured at right angles and Parallel with the North Line of Lot Two (2) in said Subdivision and lying East of the West Line of said Lot Two (2) extended North 52.0 Feet) in Dey and Sproat Resubdivision of Lot Seven (7) (except the Northeasterly 13.0 Feet thereof), all of Lots Eight (8), Nine (9), and Ten (10) and the vacated part of the Fifth Court lying South and East of said Lots Seven (7), Eight (8), Nine (9), and Ten (10), in Pettinger's Resubdivision of Block Thirty-Seven (37) in Des Plaines Manor Tract #3, in the South East Quarter (SE $\frac{1}{4}$) of Section Eighteen (18), Township Forty-One (41) North, Range Twelve (12), East of the Third Principal Meridian, according to Plat of said Dey and Sproat Resubdivision Registered in the Office of the Registrar of Titles of Cook County, Illinois, on August 18, 1959 as Document 1880638.

ALSO

An Undivided 8-7/6 interest in Lots Eleven (11) and Twelve (12) in Pettinger's Resubdivision of Block Thirty-Seven (37) in Des Plaines Manor Tract #3, in the South East Quarter (SE $\frac{1}{4}$) of Section Eighteen (18), Township Forty-One (41) North, Range Twelve (12), East of the Third Principal Meridian, according to Plat of said Pettinger's Resubdivision Registered in the Office of the Registrar of Titles of Cook County, Illinois, on March 19, 1958, as Document 1786738;

Permanent Index Number: 09-18-403-092-0000

Property commonly known as: 778 Fifth Court - DesPlaines, Illinois 60016

~~without affecting the lien hereof. Mortgagee shall have all powers, if any, which remain to it. 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 Mortgagee's possession ceases.~~

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 set forth, free 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 SECURE the payment of a certain indebtedness from the Mortgagor to the Mortgagee evidenced by a note made by the Mortgagor in favor of the Mortgagee, bearing even date herewith in the sum of SEVENTY-FIVE THOUSAND AND 00/100 Dollars (\$ 75,000.00) which note,

together with interest thereon as provided by said note, is payable in monthly installments of EIGHT HUNDRED FIVE AND 95/100 Dollars (\$ 805.95)

on the FIRST day of each month commencing with 08/01/91 until the entire sum is paid.

To secure performance of the other agreements in said note, which are hereby incorporated herein and made a part hereof, and which provide, among other things, for an additional monthly payment of one-twelfth (1/12th) of the estimated annual taxes, assessments, insurance premiums and other charges upon the mortgaged premises. And to secure possible future advances as hereinafter provided and to secure the performance of the Mortgagor's covenants herein contained,

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Note identified

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Box 331

MORTGAGE

3978785

DUPLICATE

ROLE FIEDLER AND ELKE FIEDLER

778 FIFTH COURT

DES PLAINES, ILLINOIS 60016

TO

COMMUNITY SAVINGS BANK
4801 W. BELMONT AVENUE
CHICAGO, ILLINOIS 60641

UNOFFICIAL COPY

3978785

3978785

Address

Desd to

Address

Neighbors

M/KELLY

CHICAGO ILLINOIS

Property of Cook County Clerk's Office

Loan No. 12967-9

73.06.39/

UNOFFICIAL COPY

Property of Cook County Clerk's Office

2
7371535

Box 331

MORTGAGE

ROLF FIEDLER AND ELKE FIEDLER

778 FIFTH COURT

DES PLAINES, ILLINOIS 60016

TO

COMMUNITY SAVINGS BANK
4801 W. BELMONT AVENUE
CHICAGO, ILLINOIS 60641

3978785 JUDICIAL CLERK

CHICAGO ILLINOIS 60601

3978785

3978785

Address
Deed to
Address
Notice
J. KELLY

CHICAGO ILLINOIS

Loan No.12967-9

73.06.391

UNOFFICIAL COPY

certificates and similar data and assurances with respect to title as Mortgagee may reasonably deem necessary either to prosecute such suit or to evidence to bidders at any sale held pursuant to such decree the true title to or value of said premises; all of which aforesaid amounts together with interest as herein provided shall be immediately due and payable by the Mortgagor in connection with (a) any proceeding, including probate or bankruptcy proceedings to which either party hereto shall be a party by reason of this mortgage or the note hereby secured; or (b) preparations for the commencement of any suit for the foreclosure hereof after the accrual of the right to foreclose, whether or not actually commenced; or (c) preparations for the defense of or intervention in any suit or proceeding or any threatened or contemplated suit or proceeding, which might affect the premises or the security hereof. In the event of a foreclosure sale of said premises there shall first be paid out of the proceeds thereof all of the aforesaid items, 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.

(6) That each right, power and remedy herein conferred upon the Mortgagee is cumulative of every other right or 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 shall thereafter in any manner affect the right of the Mortgagee to require or to 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 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 therefor arises.

(7) If the Mortgagor sells and conveys said property or any part thereof, the Mortgagee may declare the entire indebtedness secured by this mortgage due and payable immediately, and the acceptance of payments upon said indebtedness shall not constitute a waiver of the right to demand immediate repayment, until the Mortgagee has been notified in writing of such sale and conveyance.

Property of Cook County Clerk's Office

This instrument prepared under
the supervision of
CONRAD W. ASKLE, Attorney
4801 W. Belmont Avenue
Chicago, Illinois 60641

IN WITNESS WHEREOF, the undersigned have hereunto set their hands and seals, this 1ST day of JULY A. D. 19 91

(SEAL) Rolf Fiedler (SEAL)
ROLF FIEDLER
(SEAL) Elke Fiedler (SEAL)
ELKE FIEDLER

3978785

STATE OF ILLINOIS }
COUNTY OF Cook } SS.

I, Patricia Patterson, a Notary Public in and for said county, in the State aforesaid, DO HEREBY CERTIFY that Rolf Fiedler & Steve Fiedler, his wife

personally known to me to be the same person(s) whose name(s) (is) (are) subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that _____ signed, sealed and delivered the said Instrument as _____ free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

GIVEN under my hand and Notarial Seal this 1 day of July A. D. 19 91

My Commission Expires _____
"OFFICIAL SEAL"
Patricia Patterson
Notary Public, State of Illinois
My Commission Expires Nov. 27, 1993

Patricia Patterson
Notary Public