

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 mortgage premises. Said funds may be commingled with other funds of the Mortgagee and shall not bear interest, and the security herein provided shall be deemed to secure the performance of the Mortgagee's covenants hereunder.

Two hundred and twenty-five dollars (\$225.00) on the first day of each month, commencing with September 1, 1991, until the entire sum is paid.

together with interest thereon as provided by said note, is payable in monthly installments of Dollars (\$10,000.00), which note,

Mortgagee in favor of the Mortgagee, bearing even date herewith, in the sum of Ten thousand and no/100 Dollars (\$10,000.00) and no/100

TO HAVE AND TO HOLD the said property, with said buildings, improvements, fixtures, 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 Mortgagee does hereby release and waive.

TOGETHER with all buildings, improvements, fixtures, apparatus, equipment, furniture, and other contents, including all appliances, equipment, fixtures, or articles, whether in single units or centrally controlled, used to supply heat, gas, air conditioning, water, light, power, refrigeration, ventilation or otherwise and any other thing now or hereafter therein or thereon (including windows, floor coverings, screen doors, in-a-door awnings, awnings, clothes and water heaters (all of which are 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 under or by virtue of any lease or agreement, or the use or occupancy of said property, or any part thereof, whether said lease or agreement is written or verbal and whether it is now or may be hereafter existing or which may be made by the Mortgagee under the power herein granted to it; it being the intent hereof (a) to pledge said rents, issues and profits on a party with said real estate and not secondarily 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 cases and agreements and all the rents, issues and profits together with the right in case of default, either before or after foreclosure, to take, to enter upon and take exclusive 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, and use such measures as may be deemed proper to enforce collection thereof, employ, discharge or otherwise employ, or any other employees, 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 return reasonable compensation for itself, pay insurance premiums, taxes and assessments, and all expenses of every kind, including attorneys' 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 deficiency in the proceeds of sale, if any, whether there be a decree in personam therefor or not. Whenever all of the indebtedness secured hereby is paid, and the Mortgagee, in its sole discretion, feels there is no substantial uncorrected default in performance of the Mortgagee's agreements herein, the Mortgagee, on satisfactory evidence thereof, shall relinquish possession and pay to the 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 Master's Deed or Special Commissioner's Deed pursuant to a decree foreclosing the lien hereof, but it need 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 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 omissions relating to the subject matter of this paragraph unless commenced within sixty (60) days after Mortgagee's possession ceases.

THIS IS A JUNIOR MORTGAGE ON THE ABOVE REAL ESTATE

PERMANENT REAL ESTATE INDEX NUMBER: 1-19-312-058
SECTION 14, TOWNSHIP 34 NORTH, RANGE 10E, EAST OF THE THIRD PRINCIPAL MERIDIAN,
SUBDIVISION OF THE SOUTH PART OF THE NORTHERLY QUARTER (1/4) OF
IN THURSDAY, WHEREBY A SUBDIVISION OF LOT 1, IN THE NORTHERLY QUARTER (1/4)
NORTH 41 FEET OF THE SOUTH 1/4 OF LOT TWENTY (20)
TOWNSHIP 34 NORTH, RANGE 10E, EAST OF THE THIRD PRINCIPAL MERIDIAN,
THE NORTH 41 FEET OF THE SOUTH 1/4 OF LOT TWENTY (20)
situated in the County of Cook, State of Illinois, to wit:

a banking corporation organized and existing under the laws of the State of Illinois, hereinafter referred to as the Mortgagee, the following real estate (which said real estate and all other property herein mortgaged and conveyed as hereinafter described and defined are hereinafter referred to as the "mortgaged premises")

GLENVIEW STATE BANK
hereinafter referred to as the Mortgagee, does hereby Mortgage and Warrant to

of the CITY OF CHICAGO, County of COOK, State of Illinois,

THIS INDENTURE WITNESSETH: That the undersigned,

Mortgage

3990917

2160663

CENTRAL TITLE INCORPORATED
NOTE IDENTIFIED ACCOMMODATION

Call

UNOFFICIAL COPY

In TESTIMONY WHEREOF, the undersigned

hath caused these presents to be signed by its
attested by its Secretary this

President and its corporate seal to be hereunto affixed and
day of , A. D. 19

ATTEST

By

Secretary

President

STATE OF ILLINOIS,
COUNTY OF } SS.

I, a Notary Public in and for said County,
in the State aforesaid, DO HEREBY CERTIFY THAT

President of
and Secretary of said
Corporation, who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as
such President, and Secretary, respectively, appeared before me this day in
person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act and as the free and
voluntary act of said Corporation, for the uses and purposes therein set forth; and the said Secretary then and
there acknowledged that as custodian of the corporate seal of said Corporation, did affix the corporate seal of said
Corporation to said instrument as own free and voluntary act and as the free and voluntary act of said Corporation,
for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal, this day of , A. D. 19

Notary Public

PROPERTY OF COOK COUNTY CLERK'S OFFICE

Box 343

1327451

INDUPLICATE
3990917

1991 AUG 27 AM 9 57
REGISTRAR OF TITLES
CAROL MOSELEY BRAUN

3990917

Submitted by	
Address	
Promised	
Deliver certificate	
Address	
P	
Deadline	
Address	
Notice	
Meyers	

CENTRAL TITLE INCORPORATED
954 Halsted
Glenview, Illinois 60025

UNOFFICIAL COPY

proceedings to which either party hereto shall be a party by reason of this mortgage or the note hereby secured; (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 and (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 mortgaged premises or the security hereof. In the event of a foreclosure sale of the mortgaged 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 note 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) In case the mortgaged premises, 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 and in such event, the balance of the indebtedness secured hereby shall at the election of the mortgagee become immediately due, 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

(8) In the event the mortgagor sells the property within described to any purchaser without the prior approval in writing by the mortgagee, then at the option of the mortgagee, the debt incurred by this instrument shall immediately become due and payable.

(9) The mortgagor 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 decree or judgment creditors of the mortgagor, acquiring any interest in or title to the premises subsequent to the date of this mortgage.

This instrument was prepared by

Glenview State Bank

800 Waukegan Road

Glenview, Illinois 60025

IN WITNESS WHEREOF, the undersigned have hereunto set their hands and seals, this

12th

day of August, A. D. 1981

Joseph P. Fleurima (SEAL)
JOSEPH P. FLEURIMA (SEAL)

Marie F. Fleurima (SEAL)
MARIE F. FLEURIMA (SEAL)

3990917

STATE OF ILLINOIS,)
COUNTY OF Cook) ss.

I, the undersigned, a Notary Public, in and for said County, in the State aforesaid, DO HEREBY CERTIFY, THAT JOSEPH P. FLEURIMA and MARIE P. FLEURIMA (Married to each other)

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 they signed, sealed and delivered the said instrument as their 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 12th day of August, A. D. 1981

OFFICIAL SEAL
ROBERT W. BETEL
Notary Public, State of Illinois
My Commission Expires 4-17-93

Robert W. Betel
Notary Public

My Commission Expires

