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2002-12-31 11:15:23
Cook County Recorder 34.50

COOK COUNTY
RECORDS
EUGENE "GENE" MADORE
CLERK



0021458994

THIS INDENTURE, made June 28, 2002 between Herman A. Barichello and Lee Marchiori, Partners, d/b/a Venito Enterprises, a general partnership, herein referred to as "Mortgagors" and J. S. ADAMS COMPANY, an Illinois corporation doing business in Chicago, Illinois, herein referred to as Mortgagee, witnesseth:

THAT, WHEREAS the Mortgagors are justly indebted to the Mortgagee, holders of the Installment Note hereinafter described, said legal holder or holders being herein referred to as Holders Of The Note, in the Total Principal Sum of SIX HUNDRED SEVENTEEN THOUSAND & 00/100 DOLLARS, (\$ 617,000.00) evidenced by one certain Installment Note of the Mortgagors of even date herewith, made payable to THE ORDER OF THE MORTGAGEE and delivered, in and by which said Note the Mortgagors promise to pay the said principal sum and interest from July 1, 2002 at the rate of Six Percent (6%) on the balance of principal remaining from time to time unpaid percent per annum in installment (including principal and interest) as follows:

THIRTY SEVEN HUNDRED & 00/100 Dollars (\$ 3,700.00) or more on the 1st Day of August, and THIRTY SEVEN HUNDRED & 00/100 Dollars (\$ 3,700.00) or more on the or more on the 1st day of each month thereafter thereafter until said note is fully paid except that the final payment of principal and interest, if not sooner paid, shall be due on the 1st day of June, 2032.

All such payments on account of the indebtedness evidenced by said note to be first applied to interest on the unpaid principal balance and the remainder to principal; provided that each installment unless paid when due shall result in liquidated damages of 15% of the total monthly payment, and all of said principal and interest being made payable at such banking house or trust company in Des Plaines, Illinois, as holders of the notes may, from time to time, in writing appoint, and in the absence of such appointment, then at the office of Venito Enterprises in said city.

NOW, THEREFORE, the Mortgagors to secure the payment of the said principal sum of money and said interest in accordance with the terms, provisions and limitations of this trust deed, and the performance of the covenants and agreements herein contained, by the Mortgagors to be performed, and also in the consideration of the sum of One Dollar in hand paid, the receipt whereof is hereby acknowledged, does by these presents CONVEY and

HERMAN A. BARICHELLO

LEE MARCHIORI

[SEAL] *[Signature]* [SEAL] *[Signature]*

WITNESS the hand and seal of Mortgagors the day and year first afore written.

This Mortgage consists of five pages (3 sheets 2 sides). The covenants, conditions and provisions appearing on subsequent pages are incorporated herein by reference and are a part hereof and shall be binding on the mortgagors, their heirs, successors and assigns. expressly release and waive.

TO HAVE AND TO HOLD the premises unto the said Mortgagee, its successors and assigns, forever, for the purposes, and upon the uses and trusts herein set forth, free from all rights and benefits under and by virtue of the Homestead Exemption Laws of the State of Illinois, which said rights and benefits the Mortgagors do hereby

TOGETHER with all improvements, tenements, easements, fixtures and appurtenances thereto belonging, and all rents, issues and profits thereof for so long and during all such times as Mortgagors may be entitled thereto (which are pledged primarily and on a parity with said real estate and not secondarily), and all apparatus, equipment or articles now or hereafter therein or thereon used to supply heat, gas, air conditioning, water, light, power, refrigeration (whether single units or centrally controlled), and ventilation, including (without restricting the foregoing), screens, window shades, storm doors and windows, floor coverings, inador beds, awnings, stoves, and water heaters. All of the foregoing are declared to be a part of said real estate whether physically attached thereto or not, and it is agreed that all similar apparatus, equipment, or articles hereafter placed in the premises by the mortgagors or their successors or assigns shall be considered as constituting part of the real estate.

which with the property hereinafter described, is referred to herein as the "premises,"

Address of Property: 1250 Golf Road, Des Plaines, Illinois 60016

PIN 09-08-400-009

point of beginning, in Cook County, Illinois

That part of the South East 1/4 of Section 8, Township 41 North Range 12 east of the Third Principal Meridian, lying North of the North line of Golf Road as delineated per Document No. 10294766 recorded on February 27, 1929 described as commencing at the intersection of North line of Golf Road and the East line of the Westerly 100 feet of said South East 1/4 (being the East line of property heretofore conveyed to the Chicago and North Western Railroad Company) running thence East along said North line of road 20 feet for a point of beginning thence North parallel with said East line of the Westerly 100 feet of said South East 1/4 a distance of 150 feet thence East parallel with said North line of Golf Road 130 feet thence North along a line drawn parallel with said East line of the Westerly 100 feet a distance of 150 feet to a line drawn parallel with and 300 feet North as measured along said East line of the Westerly 100 feet of said North line of Golf Road, thence East along the last mentioned parallel line 100 feet thence South at right angles to the last describe course 299.71 feet more or less to the North line of Golf Road thence West along the North line of road 243.10 feet more or less to the point of beginning, in Cook County, Illinois

WARARRANT unto the Mortgagee, its successors and assigns, the following described Real Estate and all of its estate, right, title and interest therein, situate, lying and being in the, COUNTY OF COOK AND STATE OF ILLINOIS, to wit:

herein authorized and all expenses paid or incurred in connection therewith, including attorneys' fees, and any other moneys advanced by the Mortgagee, to protect the mortgaged premises and the lien hereof, plus reasonable compensation to the Mortgagee for each matter concerning which action herein authorized may be taken, shall be so much additional indebtedness secured hereby and shall become immediately due and payable without notice and with interest thereon at a rate equivalent to the highest post maturity rate set forth in the note secured by this trust deed, if any, otherwise the highest pre maturity rate set forth therein. Inaction of the Mortgagee shall never be considered as a waiver of any right accruing to it on account of any default hereunder on the part of the Mortgagors.

5. The Mortgagee making any payment hereby authorized relating to taxes or assessments, may do so according to any bill, statement or estimate procured from the appropriate public office without inquiry into the accuracy of such bill, statement or estimate or into the validity of any tax, assessment, sale, forfeiture, tax lien or title or claim thereof.

6. Mortgagors shall pay each item of indebtedness herein mentioned, both principal and interest, when due according to the terms hereof. At the option of the holders of the installment note, and without notice to Mortgagors, all unpaid indebtedness secured by this Mortgage shall, notwithstanding anything in the installment note or in this Mortgage Deed to the contrary, become due and payable (a) immediately in the case of default in making any payment on the installment note, or (b) when default shall occur and continue for three days in the payment of any interest or in the performance of any other agreement of the Mortgagors herein contained.

7. When the indebtedness hereby secured shall become due whether by acceleration or otherwise, the Mortgagee shall have the right to foreclose the lien hereof. In any suit to foreclose the lien hereof, there shall be allowed and included as additional indebtedness in the decree for sale all expenditures and expenses, which may be paid or incurred by or on behalf of the Mortgagee for attorneys' fees, Trustee's fees, appraiser's fees, outlays for documentary and expert evidence stenographers' charges, publication costs and costs (which may be estimated as to items to be expended after entry of the decree) of procuring all such abstracts of title, title searches and examinations, guarantee policies, Torrens certificates, and similar data and assurances with respect to title as Trustee or holders of the notes, or any of them, may deem to be reasonably necessary either to prosecute such suit or to evidence to bidders at any sale which may be had pursuant to such decree the true condition of the title to or the value of the premises. All expenditures and expenses of the nature in this paragraph mentioned shall become so much additional indebtedness secured hereby and immediately due and payable, with interest thereon at a rate equivalent to the highest post maturity rate set forth in the notes securing this Mortgage, if any, otherwise the highest pre maturity rate set forth therein, when paid or incurred by Mortgagee in connection with (a) any proceeding including probate and bankruptcy proceedings, to which either of them shall be a party, either as plaintiff, claimant or defendant, by reason of this Mortgage or any indebtedness hereby secured; or (b) preparations for the commencement of any suit for the foreclosure hereof after accrual of such right to foreclose whether or not actually commenced; or (c) preparations for the defense of any threatened suit or proceeding which might affect the premises or the security hereof, whether or not actually commenced.

8. The proceeds of any foreclosure sale of the premises shall be distributed and applied in the following order of priority: First, on account of all costs and expenses incident to the foreclosure proceedings, including all such items as are mentioned in the preceding paragraph hereof; second, all other items which under the terms hereof constitute secured indebtedness additional to that evidenced by the principal notes with interest thereon as herein provided; third, all principal and interest remaining unpaid on the principal notes; fourth, any overplus to Mortgagors, their heirs, legal representatives or assigns, as their rights may appear.

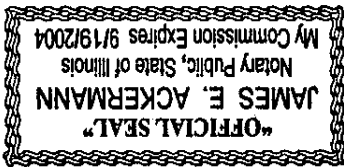
4. In case of default therein, the Mortgagee may, but need not, make any payment or perform any act hereinbefore required of Mortgageors in any form and manner deemed expedient, and may, but need not, make full or partial payments of principal or interest on prior encumbrances, if any, and purchase, discharge, compromise or settle any tax lien or other prior lien or title or claim thereof, or redeem from any tax sale or forfeiture affecting said premises or contest any tax or assessment. All moneys paid for any of the purposes

3. Mortgageors shall keep all buildings and improvements now or hereafter situated on said premises insured against loss or damage by fire, lightning or windstorm (and flood damage, where the lender is required by law to have its loan so insured) under policies providing for payment by the insurance companies of moneys sufficient either to pay the cost of replacing or repairing the same or to pay in full the indebtedness secured hereby, all in Mortgagee, such rights to be evidenced by the standard mortgage clause to be attached to each policy, and shall deliver all policies, including additional and renewal policies, to the Mortgagee, and in case of insurance about to expire, shall deliver renewal policies not less than ten days prior to the respective dates of expiration.

2. Mortgageors shall pay before any penalty attaches all general taxes, and shall pay special taxes, special assessments, water charges, sewer service charges, and other charges against the premises when due, and shall, upon written request, furnish to the Mortgagee duplicate receipts therefore. To prevent default hereunder Mortgageors shall pay in full under protest, in the manner provided by statute, any tax or assessment which Mortgageors desire to contest.

1. Mortgageors shall (a) promptly repair, restore and rebuild any buildings or improvements now or hereafter on the premises which may become damaged or be destroyed; (b) keep said premises in good condition and repair, without waste, and free from mechanics' or other liens or claims for lien not expressly subordinated to the lien hereof; (c) pay when due any indebtedness which may be secured by a lien or charge on the premises superior to the lien hereof, and upon request exhibit satisfactory evidence of the discharge of such prior lien to Mortgagee, (d) complete within a reasonable time, (i) any building or buildings now under construction, (ii) or any building or buildings to be constructed upon said premises; (e) comply with all requirements of laws or municipal ordinances with respect to the premises and the use thereof; (f) make no material alterations in said premises except as required by law or municipal ordinance.

THE COVENANTS, CONDITIONS AND PROVISIONS PREVIOUSLY REFERRED TO ARE:



Notarial Seal

Notary Public [Signature]

Given under my hand and Notarial Seal this 28th day of June, 2002

I, James E. Ackermann, a Notary Public in and for the residing in said County, in the state aforesaid, DO HEREBY CERTIFY THAT HERMAN A. BARICHELLO and LEE MARCHIORI who personally known to me to be the same person (s) whose name (s) 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.

STATE OF ILLINOIS))) COUNTY OF COOK))) SS)))

9. Upon, or at any time after the filing of a bill to foreclose this trust deed, the court in which such bill is filed may appoint a receiver of said premises. Such appointment may be made either before or after sale, without notice, without regard to the solvency or insolvency of the Mortgagors at the time of application for such receiver and without regard to the then value of the premises or whether the same shall be then occupied as a homestead or not and the Mortgagee hereunder may be appointed as such receiver. Such receiver shall have the power to collect the rents, issues and profits of said premises during the pendency of such foreclosure suit and, in case of a sale and a deficiency, during the full statutory period of redemption, whether there be redemption or not, as well as during any further times when Mortgagors, except for the intervention of such receiver, would be entitled to collect such rents, issues and profits, and all other powers which may be necessary or are usual in such cases for the protection, possession, control, management, and operation of the premises during the whole of said period. The Court from time to time may authorize the receiver to apply the net income in his hands in payment in whole or in part of (a) The indebtedness secured hereby, or by any decree foreclosing this trust deed, or any tax, special assessment or other lien which may be or become superior to the lien hereof or of such decree, provided such application is made prior to foreclosure sale; (b) the deficiency in case of sale and deficiency.

10. No action for the enforcement of the lien or of any provision hereof shall be subject to any defense which would not be good and available to the party interposing same in an action at law upon the notes hereby secured.

11. Mortgagee shall have the right to inspect the premises at all reasonable times and access thereto shall be permitted for that purpose.

12. Mortgagee shall release this Mortgage and the lien thereof by proper instrument upon presentation of satisfactory evidence that all indebtedness secured by this trust deed has been fully paid; and Mortgagee may execute and deliver a release hereof to and at the request of any person who shall either before or after maturity thereof, produce and exhibit to Mortgagee the principal notes, representing that all indebtedness hereby secured has been paid, which representation Mortgagee may accept as true without inquiry.

13. This Mortgage and all provisions hereof, shall extend to the be binding upon Mortgagors and all persons claiming under or through Mortgagors, and the word "Mortgagors" when used herein shall include all such persons and all persons liable for the payment of the indebtedness or any part thereof, whether or not such persons shall have executed the principal notes or this Mortgage.

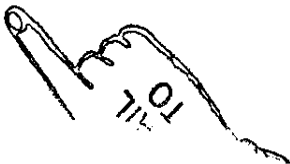
14. The mortgagor hereby waives any and all rights of redemption from sale under any order or decree of foreclosure of this Mortgage, on its own behalf of each and every person, except decree or judgment creditors of the mortgagor, acquiring any interest in or title to the premises subsequent to the date of this Mortgage.

MAIL TO:

J. S. Adams Company
1250 Golf Road
Des Plaines, IL 60016

This Document Prepared BY

James E. Ackermann
1250 Golf Road
Des Plaines, IL 60016



UNOFFICIAL COPY

LEGAL DESCRIPTION

That part of the South East 1/4 of Section 8, Township 41 North Range 12 east of the Third Principal Meridian, lying North of the North line of Golf Road as delineated per Document No.10294766 recorded on February 27, 1929 described as commencing at the intersection of North line of Golf Road and the East line of the Westerly 100 feet of said South East 1/4 (being the East line of property heretofore conveyed to the Chicago and North Western Railroad Company) running thence East along said North line of road 20 feet for a point of beginning thence North parallel with said East line of the Westerly 100 feet of said South East 1/4 a distance of 150 feet thence East parallel with said North line of Golf Road 130 feet thence North along a line drawn parallel with said East line of the Westerly 100 feet a distance of 150 feet to a line drawn parallel with and 300 feet North as measured along said East line of the Westerly 100 feet of said North line of Golf Road, thence East along the last mentioned parallel line 100 feet thence South at right angles to the last describe course 299.71 feet more or less to the North line of Golf Road thence West along the North line of road 243.10 feet more or less to the point of beginning, in Cook County, Illinois

PIN 09-08-400-009

Address of Property: 1250 Golf Road, Des Plaines, Illinois 60016