# MCRTG AGIANL INGIS) FOR USE WIth Note Form No. 1447

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THIS INDENTURE, made December 29 19.93 between		
JAMES P. MARREN and MARGARET M. MARREN, his wife,	DEPT-OLI RECORDING	\$23.50
44 Park Lane, #327, Park Ridge, IL 60068	. 105555 TRAN 9016 12/30/	93 16:24:00
(NO AND STREET) (CITY) (STATE) herein reterred to as "Mortgagors," and CARL S. PEDERSEN TRUST	. 44115 \$ ₩ HOUS HOUS . COOK COUNTY RECORDER	31833
DATED JUNE 10, 1974	03081833	
700 W. Fabyan Parkway, #11D. Batavia, IL 60510 (STATE)	Above Space For Recorder's Use Or	nh.
herein referred to as "Mortgagee," witnesseth:	L	
THAT WHEREAS the Mortgagors are justly indebted to the Mortgagee upon the inside the HUNDRED SIVIT-FIVE THOUSAND and no/100	by which note the Mortgagors promise to pay the s	DOLLARS
sum and interest at the rate area in installments as provided in said note, with a final payment of 1995, and all of said principally of interest are made physicle at such place as the holders of the of such appointment, then at the office of the Mortgagee at C/O CARL S. PEDERSE	the balance due on the 18t, day of JULY	id in absence
NOW, THEREFORE, the Mortgagors precure the payment of the said principal sum of m		
and limitations of this mortgage, and the reformance of the covenants and agreements here consideration of the sum of One Dollar in and paid, the receipt whereof is hereby acknowledge. Mortgagee, and the Mortgagee's successors and assigns, the following described Real Fistate and being in the <u>City of Park Ridga</u> , COUNTY OF <u>COUNTY OF</u> COUNTY OF <u>COU</u>	in contained, by the Storigagors to be performed, od, do by these presents CONVEY AND WARRA dall of their estate, right, title and interest therein. S	, and also in NT unto the situate, lying
SEE ATTACHED LEGAL DESCRIPTION		
SEE ATTACHED LEGAL DESCRIPTION		
C		
which, with the property hereinafter described, is referred to herein as the "premises,"		
which, with the property neternance described, wherefire to neteritation promises,	0000185	ea -
Permanent Real Estate Index Number(s): 09-27-306-145-1087		
Address(es) of Real Estate: 44 Park Lane, #327, Park Ridge, IL 60	0.68	<del></del> .
FOGETHER with all improvements, innements, easements, fixtures, and appurtenances thong and during all such times as Mortgagors may be entitled thereto (which are pledged primarial apparatus, equipment or articles now or hereafter therein or thereon used to supply heat, gasingle units or centrally controlled), and ventilation, including (without restricting the foregoics errors, mador beds, awnings, stoves and water heaters. All of the foregoing are declared to loor not, and it is agreed that all similar apparatus, equipment or articles hereafter placed in the considered as constituting part of the real estate.  [O HAVE AND TO HOLD the premises unto the Mortgagee, and the Mortgagee's succeivement set forth, free from all rights and benefits under and by virtue of the Homestead Exemptitie Mortgagors do hereby expressly release and waive.  The name of a record owner is: JAMES P4. MARREN and MARGARET M4. MA	iy and on a protest with said read exact and not second in some condition by wher, light, power, refrigerations), screens, we down shades, storm doors and win be a part of said read by ate whether physically attace premises by Mortiai by are or their successors or assistance and assigns, foreser, for the purposes, and up non Laws of the State of Almore, which said rights a	on (whether idows, floor thed thereto igns shall be pon the uses and benefits
This mortgage consists of two pages. The covenants, conditions and provisions appearing herein by reference and are a part hereof and shad be blading on Mortgagors, their heirs, succe	on page 2 (the reverse side of this socigage) are in	ncorporated
Witness the handand sealof Mortgagors the day and year first above written.  [Seal]		(Seal)
PLEASE PRINT OR TYPE NAME(S) BELOW  Solution  (Scal)	Margaret the Mar	Le (Nem)
State of Illinois County of Cook State of Illinois County of Cook In the State aforesaid, DO HEREBY CERTIFY that JAMES	MARGARFT M. MARREN  1, the undersigned, a Notary Public in and for P. MARREN and MARGARET M. MAR	said County IREN,
his wife. his wife		instrument.
HEROFFICIAL Specified before me this day in person, and acknowledged that  DAVID J. FEE Day:  free and voluntary act, for the uses and purp	C. h fly, signed, sealed and delivered the said in soses therein set forth, including the release and w	strument as
NOTARY PUBLIC, STATE OF TELINUIS and ANY OF December o	er O	. 1493
Attu Coorgo F Pichegon P O Boy		Notary Public
This instrument was prepared by Atty. George E. Richeson, P.O. Box (NAME AND ADDRESS)  Mail this instrument to Atty. George E. Richeson, P.O. Box 1416,		
(NAME AND ADDRESS)		angan aga a aga aga aga an a a a a
(CITY)	(STATE) (3. 6) C	(ZIP CODE)
ORRECORD FA'S OFFICE BOX NO	(STATE) 23, 40	¥

### **UNOFFICIAL COPY**

THE COVENANTS, CONDITIONS AND PROVISIONS REFERRED TO ON PAGE 1 (THE REVERSE SIDE OF 1918 MOREGAGE):

- I Mortgagors shall (1) promptly repair, restore or rebuild any buildings or improvements now or hereafter on the premises which may become damaged or be destroyed. (2) keep said premises in good condition and repair, without waste, and free from mechanic's or other liens or claims for lien not expressly subordinated to the lien thereof, (3) pay when due any indebtedness which may be seemed 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 to the Mortgagee. (4) complete within a reasonable time any building or buildings now or at any time in process of erection upon said premises. (5) comply with all requirements of law or municipal ordinances with respect to the premises and the use thereof, (6) make no material alterations in said premises except as required by law or municipal ordinance.
- 2. Mortgagors 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 therefor. To prevent default hereunder Mortgagors shall pay in full under protest, in the manner provided by statute, any tax or assessment which Mortgagors may desire to contest.
- In the event of the enactment after this date of any law of Illinois deducting from the value of land for the purpose of favation any lien thereon, or imposing upon the Mortgagee the payment of the whole or any part of the taxes or assessments or charges or liens herein required to be paid by Mortgagors, or changing in any way the laws relating to the taxation of mortgages or debts secured by mortgages or the mortgagee's interest in the property, or the manner of collection of taxes, so as to affect this mortgage or the debt secured hereby or the holder thereof, then and in any such sevent, the Mortgagors, upon demand by the Mortgagee, shall pay such taxes or assessments or remitures the Mortgagee therefor: provided, however, that if in the opinion of counsel for the Mortgagee (a) it might be unlawful to require Mortgagors to make such payment or (b) the making of such payment might result in the imposition of interest beyond the maximum amount permitted by law, then and in such event, the Mortgagee may elect, by notice in writing given to the Mortgagors, to declare all of the indebtedness secured hereby to be and become due and payable sixty (60) days from the giving of such notice.
- 4. If, by the laws of the United States of America or of any state having surisdiction in the premises, any tax is due or becomes due in respect of the issuance of the note hereby secured, the Mortgagors obvenant and agree to pay such tax in the manner required by any such law. The Mortgagors further covenant to hold harmless and agree to indemnify the Mortgagee, and the Mortgagee's successors or assigns, against any liability incurred by reason of the imposition of any tax on the issuance of the note secured hereby.
- 5. At such time as the Mortgagors are not in default either under the terms of the note accured hereby or under the terms of this murtgage, the Mortgagors share face such privilege of making prepayments on the principal of said note (in addition to the required payments) as may be provided in said note.
- 6 Mortgagors shall keep all unidings and improvements now or hereafter situated on said premises insured against loss of damage by fire, lightning and windsterm under possers providing for payment by the insurance companies of moneys sufficient either to pay the cost of replacing or repairing the same of to pay in full the indebtedness secured hereby, all in companies satisfactory to the Mortgagee, under insurance policies payable, in case of loss or damage, to 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.
- In case of default therein. Mortgagee may out need not, make any payment or perform any act hereinbefore required of Mortgagon-brances, 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 herein authorized and all expenses paid or incurred in connection librarith, including attorneys' fees, and any other moneys advanced by Mortgagee to protect the mortgaged premises and the lien hereof, shall be so much additional indebtedness secured hereby and shall become immediately due and payable without notice and with interest thereon at my highest rate now permitted by Illinois law. Inaction of Mortgagee shall never be considered as a waiver of any right accruing to the Mortgage on account of any default hereunder on the part of the Mortgagors.
- 8. 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.
- 9 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 Mortgagee and without notice to Mortgagors off unpaid indebtedness secured by this mortgage shall, not with standing anything in the note or in this mortgage to the contrary, become die and payable (a) immediately in the case of default in making payment of any installment of principal or interest on the note, or (b) when default shall occur and continue for three days in the performance of any other agreement of the Mortgagora herein contained.
- 10. When the indebtedness hereby secured shall become due whether by a celeration or otherwise. Mortgagee shall have the right to foreclose the lien hereof. In any suit to foreclose the lien hereof, there shall be 30 wed and included as additional indebtedness in the decree for sale all expenditures and expenses which may be paid or incurred by 0, on behalf of Mortgagee for attorneys' fees, appraiser's fees, outlays for documentary and expenses which may be paid or incurred by 0, on behalf of Mortgagee for attorneys' fees, appraiser's fees, outlays for documentary and expert evidence, stenographers' charges, publication on and costs (which may be estimated as to stems to be expended after entry of the decree) of procuring all such abstracts of title, title searches, and examinations, title insurance policies. Torrens certificates, and similar data and assurances with respect to title as himitagee may deem to be feasonably incessars either to proceedings with it or to evidence to bidders at any sale which may be had pursual to such decree the true condition of the title for 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 the highest rate now permitted by Illinois law when paid or incurred by Mortgagee in connection with (a) any proceeding, including probate and ban's more proceedings, to which the Mortgagee shall be a party, either as plaintiff, claimant or defendant, by reason of this mortgage or ary 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 actual or threatened suit or proceeding which might affect the premises or the security hereof.
- 11. The proceeds of any foreclosure sale of the premises shall be distributed and applied in the following order of priority: bust, on account of all costs and expenses incident to the foreclosure proceedings, including all such items as are memorized in the preceding paragraph hereof, second, all other items which under the terms hereof constitute secured indebtedness additions. In that evidenced by the note, with interest thereon as herein provided, third, all principal and interest remaining unpaid on the note; fourth, any overplus to Mortgagors, their heirs, legal representatives or assigns, as their rights may appear.
- 12. Upon or at any time after the filing of a complaint to foreclose this mortgage the court in which such couplaint 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 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 may be appointed as such receiver. Such receiver shall have 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 he 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: (1) The indebtedness secured hereby, or by any decree foreclosing this mortgage, 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 vale. (2) the deficiency in case of a sale and deficiency.
- 13. 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 note hereby secured.
- 14. The Mortgagee shall have the right to inspect the premises at all reasonable times and access thereto shall be permitted for that purpose
- is The Mortgagors shall deposit on a monthly basis 1/12 of the real estate taxes for the prior
- year as from time to time instructed by the Mortgagor.

  16 If the payment of said indebtedness or any part thereof be extended or varied or if any part of the security be released, all persons now or at any time hereafter liable therefor, or interested in said premises, shall be held to assent to such extension, variation or release, and their liability and the lien and all provisions hereof shall continue in full force, the right of recourse against all such persons being expressly reserved by the Mortgagee, notwithstanding such extension, variation or release.
- 17. Mortgagee shall release this mortgage and lien thereof by proper instrument upon payment and discharge of all indebtedness secured hereby and payment of a reasonable fee to Mortgagee for the execution of such release.
- 18 This mortgage and all provisions hereof, shall extend to and 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 note or this mortgage. The word "Mortgagee" when used herein shall include the successors and assigns of the Mortgagee named herein and the holder or holders, from time to time, of the note secured hereby.

## 12/21/93 11/06 UNOFFICIAL COPY ARK MIDDE FOOT

#### PARCEL 1:

UNIT NO. 327 AS DELINEATED ON SURVEY OF THE FOLLOWING DESCRIBED PARCEL OF REAL ESTATE (HEREINAFTER REFERRED TO AS "PARCEL"):

THAT PART OF LOTS 2, 3 AND 4 IN ANN MURPHY ESTATE DIVISION OF LAND IN SECTION 27, AND SECTION 28, TOWNSHIP 41 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE SOUTH LINE OF THE NORTH 1/2 OF THAT PART OF LOT 4 LYING EAST OF THE CENTER LINE OF ALGONOUIN ROAD AND THE WEST LINE OF THE EAST 840.00 FEET OF LOTS 3 AND 4 AFORESAID (SAID INTERSECTION POINT AND POINT OF COMMENCEMENT BEING ASSIGNED COORDINATES OF 2000.00 NORTH AND 2000.00 EAST; AND THE SOUTH LINE OF THE NORTH 1/2 OF THAT PART OF LOT 4 LYING EAST OF THE CENTER LINE OF ALGONOUIN ROAD AFORESAID BEING ASSIGNED A BEARING OF SOUTH 90 DEGREES OO MINUTES OO SECONDS WEST); THENCE SOUTH 90 DEGREES OO MINUTES OO SECONDS WEST ALONG SAID SOUTH LINE 124.00 FEET; THENCE NORTH OO OFGREES OO MINUTES OO SECONDS WEST (AT RIGHT ANGLES THERETO) 116.00 FEET TO A FOINT HAVING COORDINATES 2116.00 NORTH AND 1876.00 EAST, SAID FOINT BEING THE POINT OF BEGINNING OF LAND HEREIN DESCRIBED; THENCE CONTINUE NORTH OO DEGREES OF MINUTES OF SECONDS WEST 361.00 FEET TO COORDINATES 2477.00 NORTH AND 1876.00 EAST; THENCE NORTH 65 DEGREES 46 MINUTES 20 SECONDS WEST 65.80 FEET TO COORDINATES 2504.00 NORTH AND 1816.00 EAST; THEYCE NORTH OO DEGREES CO MINUTES OO SECONDS WEST 4.00 FEET; THENCE NORTH 90 DEGREES OF MINUTES OF SECONDS WEST 67.00 FEET; THENCE SOUTH CO DEGREES OO MINUTES CO SECONDS WEST 186.00 FEET; THENCE SOUTH 90 DEGREES OF MINUTES OF SPIONES WEST 85.00 FEET; THENCE NORTH CO DEGREES OF MINUTES OF SECONDS WEST 127.00 FEET; THENCE NORTH 90 DEGREES OF MINUTES 00 SECONDS WEST 115.00 FEET, THENCE SOUTH OO DEGREES CO MINUTES CO SECONDS WEST 141.00 FEET; THENCE SOUTH 30 DEGREES OF MINUTES OF SECONDS WEST 140,00 FEET; THENCE SOUTH OO DEGREES OO MINUTES OO SECONDS EAST 122.00 FIET: THENCE SOUTH 90 DEGREES OF MINUTES OF SECONDS EAST 347.00 FEET; THENCE SOUTH OO DEGREES OO MINUTES OO SECONDS EAST 70.00 FEET; THENCE SOUTH 30 DEGREES OO MINUTES OO SECONDS EAST 120,00 FIEN TO THE POINT OF REGINNING, IN COOK COUNTY, ILLINOIS, WHICH SURVEY IS ATTACHED AS EXHIBIT "A" TO DECLARATION MADE BY LASALLE NATIONAL BANK, AS TRUSTEE UNDER TRUST NO. 44427, RECORDED IN THE OFFICE OF THE RECORDER OF COOK COUNTY, ILLINOIS. AS DOCUMENT NO. 22996722, AS AMENDED; TOGETHER WITH AN UNDIVIDED PERCENTAGE INTEREST IS SAID PARCEL (EXCEPTING FROM SAID PARCEL ALL THE PROPERTY AND SPACE COMPRISING ALL THE UNITS AS DEFINED AND SET FORTH IN SAID DECLARATION AND SURVEY), IN COOK COUNTY, ILLINOIS.

### PARCEL 2:

EASEMENTS FOR INGRESS AND EGRESS FOR THE BENEFIT OF PARCEL 1 AS SET FORTH AND DEFINED IN THE DECLARATION RECORDED AS DOCUMENT NUMBER 22996721. IN COOK COUNTY, ILLINOIS.