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Eugene "Gene" Moore Fee: \$34.50  
Cook County Recorder of Deeds  
Date: 04/23/2003 03:11 PM Pg: 1 of 6

PREPARED BY AND MAIL TO:  
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Post Office Box 681189  
Schaumburg, IL 60168-1189

**COOK COUNTY  
RECORDER  
EUGENE "GENE" MOORE  
ROLLING MEADOWS**

RECORDER'S STAMP

M O R T G A G E

THIS MORTGAGE ("Security Instrument") is made on 8-31, 2003. The Mortgagors are **KENNETH A. GIBSON** and **CYNTHIA M. GIBSON**. (being "Borrowers"), whose address is 602 South Reuter Drive, Arlington Heights, Illinois, 60005. This Security Instrument is given to **LARRY AWBRY** and **MARY JO AWBRY** formerly known as **MARY JO LEPUCKI**, whose address is 1009 Sagamore Drive, Schaumburg, Illinois, (being "Mortgagees, Lender, Payee and Note Holder").

THAT WHEREAS the Borrowers are justly indebted to the Mortgagees upon the demand note of even date herewith, in the principal sum of **NINETY THOUSAND AND NO/100 (\$90,000.00) DOLLARS**, payable to the order of and delivered to the Mortgagees, in and by which note the Borrowers promise to pay the said principal sum and interest at the rate and in installments as provided in said note, with a final payment of the balance due as set forth in the note but at no time later than the transfer of the property or a beneficial interest in Borrower, as defined in Section 14 hereof.

NOW, THEREFORE, the Borrowers to secure the payment of the said principal sum of money and said interest in accordance with the terms, provisions and limitations of this mortgage, and the performance of the covenants and agreements herein contained, by the Borrowers to be performed, and also in consideration of the sum of One Dollar in hand paid, the receipt whereof is hereby acknowledged, do by these presents **CONVEY AND WARRANT** unto the Mortgagees, and the Mortgagees' successors and assigns, the following described Real Estate and all of their estate, right, title and interest therein, situate, lying and being in the Village of Palatine,

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COUNTY OF COOK and STATE OF ILLINOIS, to wit:

LOT 3 IN PLUM GROVE ESTATES UNIT NO. 2, A SUBDIVISION IN SECTION 35, TOWNSHIP 42 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

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

**Permanent Real Estate Index Number:** 02-35-402-020-0000

**Address Of Real Estate:** 393 KNOLLWOOD ROAD, PALATINE, IL 60067

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances, rents, royalties, mineral, oil and gas rights and profits, water rights and stock and all fixtures now or hereafter a part of the Premises. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Premises."


Borrowers COVENANT that Borrowers are lawfully seized of the estate hereby conveyed and have the right to mortgage, grant and convey the Premises and that the Premises is unencumbered, except for encumbrances of record. Borrowers warrants and will defend generally the title to the Premises against all claims and demands, subject to any encumbrances of record.

1. **Payment of Principal.** Borrowers shall pay when due the principal of the debt evidenced by the Note and late charges due under the Note.

2. **Charges to Borrowers and Protection of Mortgagees' Rights in the Premises.** Borrowers shall maintain hazard insurance and pay all real estate taxes, governmental or municipal charges, fines and impositions. Borrowers shall pay these obligations on time directly to the entity which is owed the payment. If failure to pay would adversely affect Mortgagees' interest in the Premises, upon Mortgagees' request Borrowers shall promptly furnish to Mortgagees' receipts evidencing these payments.

If Borrowers fail to make these payments or the payments required by this Paragraph, or fail to perform any other covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Mortgagees' rights in the Premises (such as a proceeding in bankruptcy, for condemnation or to enforce laws or regulations), then Mortgagees' may do and pay whatever is necessary to protect the value of the Premises and Mortgagees' rights in the Premises, including payment of taxes and hazard insurance.

Any amounts disbursed by Mortgagees' under this paragraph shall become an additional debt of Borrowers and be secured by this Security Instrument. These amounts shall bear interest from the date of disbursement, at the

  
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Note rate, and at the option of Mortgagees, shall be immediately due and payable.


**3. Prepayment Privilege.** At such time as the Borrowers are not in default either under the terms of the note secured hereby or under the terms of this Security Agreement, the Borrowers shall have such privilege of making prepayments on the principal of said note (in addition to the required payments) as may be provided in said note.

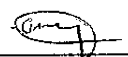
**4. Flood and Other Hazard Insurance.** Borrowers shall insure all improvements on the Premises, whether now in existence or subsequently erected, against any hazards, casualties, and contingencies, including fire, for which Mortgagees require insurance. This insurance shall be maintained in the amounts and for the periods that Mortgagees require. A copy of the insurance policies and any renewals shall be provided to Mortgagees and shall include loss payable clauses in favor of, and in a form acceptable to Mortgagees.

In the event of loss, Borrowers shall give Mortgagees immediate notice by mail. Mortgagees may make proof of loss if not made promptly by Borrowers. Each insurance company concerned is hereby authorized and directed to make payment for such loss directly to Mortgagees, instead of to Borrowers and to Mortgagees jointly. All or any part of the insurance proceeds may be applied by Mortgagees, at their option, either (a) to the reduction of the indebtedness under the Note and this Security Instrument, first to any delinquent amounts and then to prepayment of principal, or (b) to the restoration or repair of the damaged Premises. Any application of the proceeds to the principal shall not extend or postpone the due date. Any excess insurance proceeds over an amount required to pay all outstanding indebtedness under the Note and this Security Instrument shall be paid to the Borrowers, her successors and/or assigns.

**6. Preservation, Maintenance and Protection of the Premises; Borrowers's Loan Application; Leaseholds.** Borrowers shall not commit waste or destroy, damage or substantially change the Premises or allow the Premises to deteriorate, reasonable wear and tear excepted. Mortgagees may inspect the Premises if the Premises is vacant or abandoned or the loan is in default. Mortgagees may take reasonable action to protect and preserve such vacant or abandoned Premises.

**7. Condemnation.** The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Premises, or for conveyance in place of condemnation, are hereby assigned and shall be paid to Mortgagees to the extent of the full amount of the indebtedness that remains unpaid under the Note and this Security Instrument. Mortgagees shall apply such proceeds to the reduction of the indebtedness under the Note and this Security Instrument.

  
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8. **Default.** Mortgagees may require immediate payment in full of all sums secured by this Security Instrument if:

(i) Borrowers default by failing to pay in full any monthly payment required by this Security Instrument prior to or on the due date of the next monthly payment, or

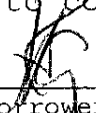
(ii) Borrowers default by failing, for a period of thirty days, to perform any other obligations contained in this Security Instrument.


9. **Reinstatement.** Borrowers have a right to be reinstated if Mortgagees have required immediate payment in full because of Borrowers' failure to pay an amount due under the Note or this Security Instrument. This right applies even after foreclosure proceedings are instituted. To reinstate the Security Instrument, Borrowers shall tender in a lump sum all amounts required to bring Borrowers' account current including, to the extent they are obligations of Borrowers under this Security Instrument, foreclosure costs and reasonable and customary attorneys' fees and expenses properly associated with the foreclosure proceeding. Upon reinstatement by Borrowers, this Security Instrument and the obligations that it secures shall remain in effect as if Mortgagees had not required immediate payment in full. However, Mortgagees are not required to permit reinstatement if: (i) Mortgagees have accepted reinstatement after the commencement of foreclosure proceedings within two years immediately preceding the commencement of a current foreclosure proceeding, (ii) reinstatement will preclude foreclosure on different grounds in the future, or (iii) reinstatement will adversely affect the priority of the lien created by this Security Instrument.

10. **Notices.** Any notice to Borrowers provided for in this Security Instrument shall be given by delivering it or by mailing it by first class mail unless applicable law requires use of another method. The notice shall be directed to the Premises' Address or any other address Borrowers designates by notice to Mortgagees. Any notice to Mortgagees shall be given by first class mail to Mortgagees' address stated herein or any address Mortgagees designate by notice to Borrowers. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrowers or Mortgagees when given as provided in this paragraph.

11. **Governing Law; Severability.** This Security Instrument shall be governed by federal law and the law of the State of Illinois. In the event that any provision or clause of this Security Instrument or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision. To this end the provisions of this Security Instrument and the Note are declared to be severable.

12. **Assignment of Rents.** Borrowers unconditionally assign and transfer to Mortgagees all the rents and revenues of the Premises. Borrowers authorize Mortgagees or Mortgagees' agents to collect the rents

  
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and revenues and hereby direct each tenant of the Premises to pay the rents to Mortgagees or Mortgagees' agents. However, prior to Mortgagees' notice to Borrowers of Borrowers's breach of any covenant or agreement in the Security Instrument, Borrowers shall collect and receive all rents and revenues of the Premises as trustee for the benefit of Mortgagees and Borrowers. This assignment of rents constitutes an absolute assignment and not an assignment for additional security only.

NON-UNIFORM COVENANTS. Borrowers and Mortgagees further covenant and agree as follows:

**13. Foreclosure Procedure.** If Mortgagees require immediate payment in full under Paragraph 8, Mortgagees may foreclose this Security Instrument by judicial proceeding. Mortgagees shall be entitled to collect all expenses incurred in pursuing the remedies provided in this Paragraph 13, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

**14. Transfer of the Property or a Beneficial Interest in Borrower.** As used in this Section 14, "Interest in the Property" means any legal or beneficial interest in the Property, including, but not limited to, those beneficial interests transferred in a bond for deed, contract for deed, installment sales contract or escrow agreement, the intent of which is the transfer of title by Borrower at a future date to a purchaser.

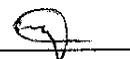
If all or any part of the Property or any Interest in the Property is sold or transferred (or if Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent, Lender may require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if such exercise is prohibited by Applicable Law.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than thirty (30) days from the date the notice is given in accordance with Section 10 within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

**15. Release.** Upon payment of all sums secured by this Security Instrument, Mortgagees shall release this Security Instrument without



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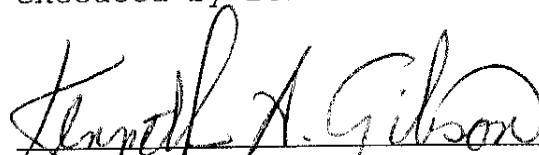



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charge to Borrowers. Borrowers shall pay any recordation costs.

BY SIGNING BELOW, Borrowers accept and agree to the terms contained in this Security Instrument and in any Rider(s) executed by Borrowers and recorded with it.

  
KENNETH A. GIBSON

  
CYNTHIA M. GIBSON BORROWER

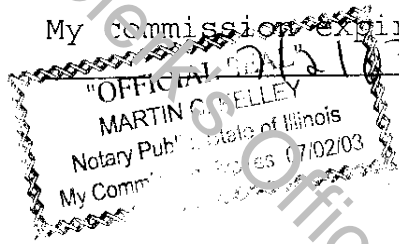
STATE OF ILLINOIS )  
                                  ) SS  
COUNTY OF COOK    )

I, the undersigned, a Notary Public in and for said county and state do hereby certify that **KENNETH A. GIBSON** and **CYNTHIA M. GIBSON**, personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that they signed and delivered the said instrument as their free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal, this 31 day of March, 2003.

  
Notary Public

My Commission Expires:



  
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