

# UNOFFICIAL COPY

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WHEN RECORDED

85322883

MAIL TO:

MOUNT PROSPECT STATE BANK  
111 East Busse Avenue  
Mount Prospect, Illinois 60056  
Attention - Real Estate Dept.

SPACE ABOVE THIS LINE FOR  
RECORDER'S USE

*in B-15*

MOUNT PROSPECT STATE BANK  
111 East Busse Avenue  
Mount Prospect, Illinois 60056

## M O R T G A G E

THIS MORTGAGE made this 11th day of December, 19 85, between Sam Maglares and Sandra L. Maglares, his wife (hereinafter referred to as "Mortgagor") and the MOUNT PROSPECT STATE BANK (hereinafter referred to as "the Mortgagee").

WHEREAS, Mortgagor is indebted to the Mortgagee in the principal sum of One Hundred Five Thousand and 00/100---- Dollars (\$ 105,000.00), which indebtedness is evidenced by Mortgagor's Note dated December 11, 1985 (hereinafter referred to as the "Note"), which Note provides for payment of the indebtedness as set forth therein, with the balance of the indebtedness, if not sooner paid, due and payable on December 11, 1992.

NOW, THEREFORE, the Mortgagor, to secure the payment of the Note with interest thereon, the payment of all other sums with interest thereon advanced in accordance herewith to protect the security of this Mortgage, and the performance of the covenants and agreements of the Mortgagor herein contained the Mortgagor does hereby mortgage, grant and convey to the Mortgagee the following described real estate located in the County of Cook, State of Illinois: Lot 146 in Whytecliff at Palatine, being a Subdivision in the Northwest  $\frac{1}{4}$  of the Southeast  $\frac{1}{4}$  and the Northeast  $\frac{1}{4}$  of the Southwest  $\frac{1}{4}$  of Section 21, Township 42 North, Range 10, East of the Third Principal Meridian, in Cook County, Illinois.

02-21-311-018-0000 *SS*

1243 Whytecliffe  
Palatine, Illinois 60067

85322883

This instrument was prepared by:

Lynn Lucchese-Soto  
180 North LaSalle Street  
Chicago, Illinois 60601

*85 11/19/85 1502-43*

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such agents or brokers and in such form as shall be the indebtedness secured hereby, in such companies through cost of replacing or repairing the same or to pay in full insurance companies of monies sufficient either to pay the insured against under policies providing for payment by the hazards, as the mortgagor may reasonably require to be damage by fire, lightning, wind storm or such other hereafter erected on the property insured against loss or

(c) Keep the improvements now existing or

valid for the purpose of this requirement, extended against said property shall be conclusively deemed original or duplicate receipts therefor, and all such items and to furnish the mortgagor, upon request, with the payments are actually made under the terms of said Note), such taxes and charges to be applied thereto provided said monthly payments provided in the Note in anticipation of charges, sewer service charges and other taxes and charges against the property, including those heretofore made, (the general taxes, special taxes, special assessments, water charges, sewer service charges and other taxes and charges) pay immediately when due and payable all

(b)

become damaged or destroyed.

(a) Promptly repair, restore or rebuild any improvement now or hereafter on the property which may

2. In addition, the mortgagor shall:

1. Mortgagor shall promptly pay when due the principal of and interest on the indebtedness evidenced by the Note, and late charges as provided in the Note, and the principal of and interest on any future advances secured by this mortgage.

IT IS FURTHER UNDERSTOOD THAT:

TOGETHER with all the improvements now or hereafter erected on or attached to the property, and all easements, rights, appurtenances, rents royalties, mineral, oil and gas rights and profits, water, water rights, and all fixtures now or hereafter attached to the property, all of which including replacements and additions thereto, shall be deemed to be and remain a part of the property covered by this mortgage and all of the foregoing together with said property (or the leasehold estate if this mortgage is on a leasehold) are herein referred to as the "Premises." The mortgagor covenants that mortgagor is lawfully seized of the estate hereby conveyed and has the right to mortgage, grant and convey the premises, that the premises is unencumbered and the mortgagor will warrant and defend generally the title to the premises against all claims and demands, subject to any declarations, easements or restrictions listed in a schedule of exceptions to coverage in any title insurance policy insuring mortgagor's interest in the premises.

(hereinafter referred to as the "Property Address").

Palatine, IL 60067  
 Which has the address of 1243 Whytecliffe,

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satisfactory to the Mortgagee, until said indebtedness is fully paid, or in the case of foreclosure, until expiration of the period of redemption; such insurance policies, including additional and renewal policies shall be delivered to and kept by the Mortgagee and shall contain a clause satisfactory to the Mortgagee making them payable to the Mortgagee, as its interest may appear, and in case of loss under such policies, the Mortgagee is authorized to adjust, collect and compromise, in its discretion, sign, upon demand, all receipts, vouchers and releases required of him by the insurance companies; application by the Mortgagee of any of the proceeds of such insurance to the indebtedness hereby secured shall not excuse the Mortgagor from making all monthly payments until the indebtedness is paid in full. In the event of a loss, Mortgagor shall give prompt notice to the insurance carrier and the Mortgagee. The Mortgagee may make proof of loss if not made promptly by Mortgagor. All renewal policies shall be delivered at least 10 days before such insurance shall expire. All policies shall provide further that the Mortgagee shall receive 10 days notice prior to cancellation.

(d) Complete within a reasonable time any buildings or improvements now or at any time in process of erection upon said property.

(e) Keep said Premises in good condition and repair without waste and free from any mechanics or other lien or claim of lien not expressly subordinated to the lien hereof.

(f) Not suffer or permit any unlawful use of or any nuisance to exist on said Premises nor to diminish nor impair its value by any act or omission to act.

(g) Comply with all requirements of law or municipal ordinances with respect to the Premises and the use thereof.

(h) Comply with the provisions of any lease if this Mortgage is on a leasehold.

(i) Pay the premiums for any life, disability or other insurance if Mortgagor shall procure contracts of insurance upon his life and disability insurance making the Mortgagee assignee thereunder. In such event and upon failure of Mortgagor to pay the aforesaid premiums, the Mortgagee may pay the premiums for such insurance and add said payments to the principal indebtedness secured by this Mortgage to be repaid in the same manner and without changing the amount of the monthly payments, unless such change is by mutual consent.

(j) In the event this Mortgage is on a unit in a condominium, perform all of Mortgagor's obligations under the declaration or covenants creating or governing the condominium, the by-laws and regulations of the condominium and the constituent documents.

3. Any sale, conveyance or transfer of any right, title or interest in the Premises or any portion thereof or any sale, transfer or assignment of all or any part of the beneficial interest in any trust holding title to the Premises without the prior written approval of the Mortgagee shall constitute a default hereunder on account of which the holder of the Note secured hereby may declare the entire indebtedness

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6. Upon the commencement of any foreclosure proceeding hereunder, the court in which such bill is filed may, at any time, either before or after sale, and without notice to the mortgagor, or any party claiming under him, and without regard to the solvency of the mortgagor or the then value of said premises, or whether the same shall then be occupied by the owner of the equity of redemption as a homestead, appoint a receiver, with power to manage and rent and to collect the rents, issues and profits of said premises during the pendency

5. The time of the essence hereof, and its default made in performance of any covenant herein contained or contained in the Note or in making any payment under said Note or obligation or any extension or renewal thereof, or its proceedings be instituted to enforce any other lien or charge upon any of the premises, or upon the filing of a proceeding in bankruptcy by or against the mortgagor, or the mortgagor shall make an assignment for the benefit of his creditors or if his property be placed under control of or in custody of any court or officer of the government, or if the mortgagor abandons the premises, or fails to pay when due any charge or assessment (whether for insurance premiums, maintenance, taxes, capital improvements, purchase of another unit, or otherwise) imposed by any condominium, townhouse, cooperative or similar owners' group, then and in any of said events, the mortgagor hereby authorized and empowered, at its option, and without affecting the lien hereby created or the priority of said lien (or any right of the mortgagee hereunder, to declare, without notice, all sums secured hereby immediately due and payable, whether or not such default be remedied by mortgagor, and apply toward the payment of said mortgage indebtedness any monies of the mortgagor held by the mortgagee, and the said mortgagee may also immediately proceed to foreclose this mortgage, and in any foreclosure a sale may be made of the premises en masse without the offering of the several parts separately.

4. In the case of a failure to perform any of the covenants herein, or if any action or proceeding is commenced which materially affects the mortgagee's interest in the property, including, but not limited to eminent domain, involuntary, code enforcement, or arrangements or proceedings involving a bankrupt or decedent, the mortgagee may do on the mortgagor's behalf everything so covenanted; the mortgagee may also do any act it may deem necessary to protect the lien hereof, and the mortgagor will repay upon demand any monies paid or disbursed, including reasonable attorneys' fees and expenses, by the mortgagee for any of the above purposes and such monies together with interest thereon at the highest rate for which it is then lawful to contract shall become so much additional indebtedness hereby secured and may be included in any decree foreclosing this mortgage and be paid out of the proceeds of sale of said premises if not otherwise paid. It shall not be obligatory upon the mortgagee to inquire into the validity of any lien, encumbrance, or claim in advance any monies for any purpose not to do any act hereunder; and the mortgagee shall not incur any personal liability because of anything it may do or omit to do hereunder not shall any acts of the mortgagee act as a waiver of the mortgagee's right to accelerate the maturity of the indebtedness secured by this mortgage or to proceed to foreclose this mortgage.

3. In the case of a failure to perform any of the covenants herein, or if any action or proceeding is commenced which materially affects the mortgagee's interest in the property, including, but not limited to eminent domain, involuntary, code enforcement, or arrangements or proceedings involving a bankrupt or decedent, the mortgagee may do on the mortgagor's behalf everything so covenanted; the mortgagee may also do any act it may deem necessary to protect the lien hereof, and the mortgagor will repay upon demand any monies paid or disbursed, including reasonable attorneys' fees and expenses, by the mortgagee for any of the above purposes and such monies together with interest thereon at the highest rate for which it is then lawful to contract shall become so much additional indebtedness hereby secured and may be included in any decree foreclosing this mortgage and be paid out of the proceeds of sale of said premises if not otherwise paid. It shall not be obligatory upon the mortgagee to inquire into the validity of any lien, encumbrance, or claim in advance any monies for any purpose not to do any act hereunder; and the mortgagee shall not incur any personal liability because of anything it may do or omit to do hereunder not shall any acts of the mortgagee act as a waiver of the mortgagee's right to accelerate the maturity of the indebtedness secured by this mortgage or to proceed to foreclose this mortgage.

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of such foreclosure suit and the statutory period of redemption, and such rents, issues and profits, when collected, may be applied before as well as after the foreclosure sale, towards the payment of the indebtedness, costs, taxes, insurance or other items necessary for the protection and preservation of the Premises, including the expenses of such receivership, or on any deficiency decree whether there be a decree therefor in personam or not, and if a receiver shall be appointed he shall remain in possession until the expiration of the full period allowed by statute for redemption, whether there be redemption or not, and until the issuance of a deed in case of sale, but if no deed be issued, until the expiration of the statutory period during which it may be issued and no lease of said Premises shall be nullified by the appointment or entry in possession of a receiver but he may elect to terminate any lease junior to the lien hereof; and upon foreclosure of said Premises, there shall be allowed and included as an additional indebtedness in the decree of sale all expenditures and expenses together with interest thereon at the rate of Eighteen Percent

(18.00) per annum, or if said rate of interest is higher than permitted by state law, then to the highest rate permitted by state law, which may be paid or incurred by or in behalf of the Mortgagee for attorneys' fees, appraiser's fees, court costs and costs (which may be estimated as to include items to be expended after the entry of the decree) and of procuring all such data with respect to title as the 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 a probate or bankruptcy proceeding 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.

7. Extension of the time for payment or modification or amortization of the sums secured by this Mortgage granted by the Mortgagee to any successor in interest of Mortgagor shall not operate to release in any manner the liability of the original Mortgagor and Mortgagor's successor in interest. The Mortgagee shall not be required to commence proceedings against such successor or refuse to extend time for payment or otherwise modify amortization of the sum secured by this Mortgage by reason of any demand made by the original Mortgagor and Mortgagor's successor in interest.

8. Any forbearance by the Mortgagee in exercising any right or remedy hereunder or otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of any such right or remedy. The procurement of insurance or the payment of taxes or other liens or charges by

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9. All remedies provided in this Mortgage are distinct and cumulative to any other right or remedy under this Mortgage or afforded by law or equity and may be exercised concurrently, independently or successively.

10. The covenants contained herein shall bind and the rights hereunder shall inure to, the respective successors and assigns of the Mortgagee and Mortgagee subject to the provisions of paragraph 3 hereof. All covenants and agreements of Mortgagee shall be joint and several.

11. Except to the extent any notice shall be required under applicable law to be given in another manner, any notice to Mortgagee shall be given by mailing such notice by certified mail addressed to Mortgagee at the Property Address or at such other address as Mortgagee may designate by notice to the Mortgagee as provided herein and any notice to the Mortgagee shall be given by certified mail, return receipt requested to the Mortgagee, a address stated herein or to such other address as the Mortgagee may designate by notice to Mortgagee as provided herein. Any notice provided for in this Mortgage shall be deemed to have been given to Mortgagee or the Mortgagee when given in the manner designated herein.

12. Upon payment of all sums secured by this Mortgage, the Mortgagee shall release this Mortgage without charge to Mortgagee. Mortgagee shall pay all costs of recordings of any documentation necessarily to release this Mortgage.

13. Mortgagee hereby waives all right of homestead exemption in the premises and grants to the Mortgagee the right to inspect the premises at all reasonable times and access thereto shall be permitted for that purpose.

14. Mortgagee assigns to the Mortgagee and authorizes the Mortgagee to negotiate for and collect any award for condemnation of all or any part of the premises. The Mortgagee may, in its discretion, apply any such award to amounts due hereunder, or for restoration of the premises.

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

16. This Mortgage shall be governed by the law of the jurisdiction in which the premises are located. In the event one or more of the provisions contained in this Mortgage shall be prohibited or invalid under applicable law, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Mortgage.

16. It is the intent hereof to secure payment of the Note whether the entire amount shall have been advanced to the Mortgagee at the date hereof or at a later date, or having been advanced, shall have been repaid in part and further advances made at a later date, which advances shall in no event operate to make the principal sum of the indebtedness greater than the

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original principal amount plus any amount or amounts that may be added to the mortgage indebtedness under the terms of this Mortgage for the purpose of protecting the security.

IN WITNESS WHEREOF, the undersigned has signed this Mortgage on the day and year first above written at Mount Prospect, Illinois.

Sam Maglares  
(Sam Maglares)

Sandra L. Maglares  
(Sandra L. Maglares)

STATE OF ILLINOIS )  
                          ) SS.  
COUNTY OF COOK   )

DEPT-01 RECORDING \$16.00  
T#1111 TRAN 3134 12/13/85 11:44:00  
#5090 #A \*-85-322883

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY THAT Sam Maglares and Sandra L. Maglares, 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 they have signed, sealed and delivered the said Instruments 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 11th day of December, 1985.

Jean L. Pappas  
NOTARY PUBLIC

My commission expires: \_\_\_\_\_

JEAN L. PAPPAS, NOTARY PUBLIC  
MY COMMISSION EXPIRES SEPT. 20, 1988

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Bankforms, Inc.

85322883

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IN WITNESS WHEREOF, I have hereunto set my hand and the seal of said Court at Chicago, Illinois, this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_.

By \_\_\_\_\_  
Clerk of the Court

(Signature)

(Signature)

Notary Public  
My Commission Expires Sept. 30, 1988

STATE OF ILLINOIS  
COUNTY OF COOK

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of said Court at Chicago, Illinois, this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_.

Notary Public  
My Commission Expires Sept. 30, 1988

Notary Public  
My Commission Expires Sept. 30, 1988