

# UNOFFICIAL COPY

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## FIRST MORTGAGE

This First Mortgage made this September 1, 1986, by JANET M. SQUAGLIA, 230-A University Lane, Elk Grove Village, Illinois, 60007, ("Mortgagor") unto RALPH E. SQUAGLIA and GLORIA A. SQUAGLIA, 1315 Carol, Deerfield, Illinois, 60015 ("Mortgagee").

That the said Mortgagor, in consideration of the sum of TEN DOLLARS (\$10.00), the receipt of which is acknowledged, and for the purpose of securing the payment of a Promissory Note, hereinafter described, and the performance of the covenants hereinafter contained, hereby mortgages and warrants unto the said Mortgagee, their successors and assigns, the premises and property legally described as follows:

Unit 10-8 in the Hampton's Townhomes Condominium, as delineated on a survey of the following described real estate. That part of the northeast quarter of Section 26, Township 41 North, Range 10 East of the Third Principal Meridian, described as follows: Commencing at the center of said Section 26; thence north 0°11'44" west along the west line of the northeast quarter of said Section 26, a distance of 721.47 feet; thence leaving said west line and running north 89°48'16" east, a distance of 247 feet; thence south 61°35'06" east, a distance of 50.92 feet; thence north 28°24'54" east, a distance of 215.72 feet; thence north 0°11'44" west, a distance of 193 feet; thence north 29°48'29" east, a distance of 194.5 feet; thence north 16°46'04" east, a distance of 165.11 feet; thence north 0°09'13" west, a distance of 96.0 feet to the point of beginning; thence continuing north 0°09'13" west, a distance of 110.22 feet to a point on a curve; thence at 11.94 feet along the arc of a curve to the left, having a radius of 330.00 feet a chord bearing south 89°07' and 03" east, a distance of 11.94 feet to a point of tangency; thence north 89°50'47" east, a distance of 158.07 feet; thence south 0°09'13" east, a distance of 110.0 feet; thence south 89°50'47" west, a distance of 170 feet to the point of beginning; all in Cook County, Illinois; which survey is attached as Exhibit B to the Declaration of Condominium recorded as Document No. 27269141, together with its undivided percentage interest in the common elements, in Cook County, Illinois.

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commonly known as 230-A University Lane, Elk Grove Village, Illinois, and bearing permanent tax identification number 397-48-5242. 07-26-2002 010-1108 WIS

And the said Mortgagor, for themselves, their successors and assigns hereby covenants with the said Mortgagee, their successors and assigns, as follows:

First: This Mortgage secures the payment of a Promissory Note dated September 1, 1986, made by JANET M. SQUAGLIA to the order of Mortgagee in the principal amount of SEVENTY FIVE THOUSAND DOLLARS (\$75,000) with interest on the unpaid balance from time to time payable at the rate of ten percent (10%) per annum.

Second: This Mortgage is a First Mortgage and constitutes a first lien on the premises hereby mortgaged.

Third: The said Mortgagor will pay or cause to be paid all taxes and assessments which shall be levied upon the said premises, or upon the interest or estate in said premises created or represented by this Mortgage, whether levied against the said Mortgagor, their successors or assigns, or otherwise; and, also, the Mortgagor will pay all taxes and assessments which shall be levied on account of this Mortgage or the indebtedness secured thereby; and said Mortgagor hereby waives any and all claim or right against said Mortgagee, their successors or assigns, to any payment or rebate on or offset against the interest or principal of said Mortgage debt by reason of the payment of any of the aforesaid taxes or assessments.

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Fourth: The said Mortgagor will also keep or cause to be kept all buildings erected upon said premises insured against loss and damage by fire, with insurers and in an amount approved by the Mortgagee, as a further security to said mortgage debt.

Fifth: If said Mortgagor makes default in the payment of any of the aforesaid taxes or assessments, or in procuring and maintaining insurance, as above covenanted, said Mortgagee, their successors or assigns, may pay such taxes and effect such insurance, and the sums so paid shall be a further lien on said premises on this Mortgage, payable forthwith, with interest at the rate of ten percent (10%) per annum.

Sixth: Shall default be made in the payment of any sum due on the Promissory Note, then the said Mortgagee, their successors and assigns, are hereby authorized and empowered to grant, bargain and sell, release and convey the said premises, property and appurtenances, at public vendue, and to execute and deliver to the purchasers at such sale good and sufficient deeds of conveyance in law, pursuant to the statute in such case made and provided, rendering any surplus moneys, after payment of the moneys due thereon, the attorneys' fee provided by law, and the costs and charges of any such vendue and sale, to the said Mortgagor, its successors and assigns.

Seventh: Said Mortgagor shall pay to said Mortgagee, their successors and assigns, a reasonable sum as an attorneys' fee, in addition to all other legal costs, as often as any proceeding is taken in equity to foreclose their mortgage for default in any of its covenants, which sum shall be an additional lien on said premises.

Eighth: All the aforesaid covenants shall run with the land.

Ninth: To the extent permitted by law, Mortgagor hereby waives and releases its equity of redemption to the said property.

IN WITNESS WHEREOF, the said Mortgagor has hereunto signed this instrument on the day and year first above written.

*Janet M. Squaglia*  
Janet M. Squaglia

STATE OF ILLINOIS  
COUNTY OF COOK

SS.

On the 1st day of September, 1986, before me appeared JANET M. SQUAGLIA, to me personally known, and signed the foregoing instrument as her free and voluntary act and deed.

Given under my hand and notarial seal the day and year above written.

*Thomas G. Hoffman*  
- Notary Public -

My commission expires: 12-18-89

MAIL TO

THIS INSTRUMENT WAS PREPARED BY:  
Thomas G. Hoffman, Esq.  
Olson, Grabill & Hoffman  
707 Skokie Boulevard, Suite 420

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