and mail to:

Rockford Mortgage

No. Church St.

Rockford, Illinois 61101

Thomas O. Meyer

This instrument prepared of the control with the c

Significant of

THIS INDENTURE, Made this

19th

day of November

1986, between

Pred J. Turek and Laura L. Turek, husband and wife

, Mortgagor, and

Rockford Nortgage Co.; Inc. a corporation engaged and existing under the laws of the State of Illinois Mortgages.

payable with interest at the rate of mine per centum ( 9.00 %) per samus on the napsid balance until past and made payable to the order of the Mortgages at its office in

or at such other place as the holder may designate in writing, and delivered; the said progripal and interest being payable in monthly installments of

Four hundred fifty-eix and 42/100 \_\_\_\_\_Dollars (\$456,42\*\* ) on the first day of January, 1987, and a like sum on the first day of each and every month thereafter until the note is fully politionary that the final payment of gruncipal and interest, if not sooner paid, shall be due and payable on the first day of December. 2001

NOW, THEREFORE; the paid Mortgagor, for the better securing of the payment of the said principal sum of money and interest and the performance of the covenants and agreements herein contained, does by these presents. MORTGAGE and WARRANT unto the Mortgagre, its successors or assigns, the following described Real Estate actuate, lying, and being in the county of Cook and the State of Illinois, to wit:

Unit 1814-3 in Deernath Maser Condominium as delineated on a survey of the following described real estate:

That part of the North East & or the North West & and the North West & of the North East & of Section 1. To whip 42 North, Range 10 East of the Third Principal Meridian. in Cock County. Illinois which Survey is attached as Exhibit "A" to the Declaration of Condominium recorded as Document 26635420 together with its privided percentage interest in the common electrons.

1300

Permanent Tax No. 02-01-131-013-1147 (3)

CIKIN: 2242 Enland \*3
Palatine, II. 60074

TOGETHER with all and singular the tepements, hereditaments and popularization thereusto belonging, and the rents, issues, and profits thereof; and all apparatus and fixtures of every kind for the purpose of supplying or distributing heat, light, water, or power, and all plumbing and other fixtures by, or that may be placed in, any building now or hereafter standing on said land, and also all the estate, right, 11'42; and interest of the said Mortgager in and to said premises.

TO HAVE AND TO HOLD the above-described premises, with the appurtmentate and fixtures, unto the said Mortgages, its successors and assigns, forever, for the purposes and uses berein set forth, free from all rights, and benefits under end by virtue of the Homestead Exemption Laws of the State of Illinois, which said rights, and benefits the seid Mortgagor does hereby expressly release and waive.

AND SAID MORTGAGOR covenants and agrees:

To keep said premises in good repair, and not to do, or parall to be done, upon said premises, anything that may impore the value thereof, or of the necurity intended to be effected by virtue of his instrument; not to nuffer any tien of mechanics men or material men to attack to anid premises; to puy to the Morigagee, as here-inalter provided, until said note is fully paid, (1) a sum sufficient to pay all taxes and assessments on and premises, or any tax or assessment that may be levied by authority of the State of Illinois, or of the county, town, village, or city in which the said land is altuste, upon the Morigager on account of the aumership thereof; (2) a sum sufficient to keep all buildings that may at any time be on anid premises, during the continuence of and individuality, insurance, and in such amounts, as may be required by the Morigages.

In case of the refusal or neglect of the Mortgagor to make such payments, or to natisfy any prior lies or incumbrance other than that for taxes or assessments on and premises, or to keep and premises in good repair, the the Mortgagee may pay such taxes, assessments, and insurance premises, when due, and may make such repairs to the property better mortgaged as in its discretion if may deem necessary for the proper preservation thereof, and any moneys so paid or expended shall become so much additional indebtedness, secured by this mortgage, to be paid out of proceeds of the sale of the mortgaged premises, if not otherwise paid by the Mortgagor.

It is expressly provided, however (all other provisions of this mortgage to the contrary notwithstanding), that the Mortgages shall not be required nor shall it have the right to pay, discharge, or remove any tax, samessment, or tax lien upon dr against the premises described berein or any part thereof or the improvements situated thereon, so long as the Mortgagor Shall, in good faith, centest the same or the validity thereof by appropriate legal proceedings brought in a court of competent jurisdiction, which shall operate to prevent the collection of the tax, assessment, or limit so contested and the sale or furfalline of the said premises or any part thereof to satisfy the same.

IN THE EVENT OF describe in making any modeling provided for herein and in the notes accurate terriby for a period of thirty (10) days after the das date thereof, or in case of a broady of any other companies or emperior in the contribution of any other contribution of any other the contribution of the following the contribution of the terribution of terribution of the terribution of the terribution of the terribution of ter

The NUMICIACIA FURNIES NORIES that shall this mortgage and the note secured hereby not be date shall be for insulance under the decident housing Act vithin 60 for insulance under the decident of the foreign and thins foreigness detail of the foreign of the mortgage, decident of the foreign of the mortgage, decident to the foreign of the mortgage, being dominate the first mortgage, being dominate the first mortgage, being dominate the first more many as the option, decises all man secured hereby threadletchy due and payable.

1982 12 size presides or any part thereof, he condensed under any power of entirest donals, or explicit the consideration for and the desired and the consideration for and the social entire, to the entent of the fell-entent of independence upon this sortgage, and the social entents remaining unpaid, are hereby assigned by the sortgager to the sortgages and entelt he paid forthelish to the sortgages to be applied by it on account of the independentents asset secured introduced interthy, whether the or not.

of this sortgage or other transfer of title to the sortgaged property in estimpliehent of the intendence secured hereby, all tight, title and interest of the Hortgagor in and to any insurance polities then in force shall pass to the purchases or grantee. A)) insurance shall be carried in companies approved by to Nortgages a. ... ... collicies and annual insurance shall be noted in companies and have actedned there. ... ... collicies cannuals thereof shall be notice to the Nortgages, and seeks of cannual to the Nortgages, and seeks of collicies and the Nortgages, and seeks insurance company concerned is hereby anti-stream and strengthy by fortgages, and each insurance company concerned is hereby anti-stream directed to eath portgages for such loss directly to the Nortgages in the Artificial seeks for collection of the introduction of the introduction of the introduction of the interesting anomaly as a seek person of the introduction of the interesting anomaly in the introduction of the interesting anomaly of the introduction of the interesting or other transfer of title to the sortgage or other transfer of title to the sortgage or other transfer of title to the sortgaged property in estimals and of

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AND AS ADDITIONAL SECTION? For the payment of the index indexes aforesaid the Hortgagor dose hereby emison to the Hortgagor all the rents, then a, and profits now due or which may hereafter become due for the use of the premises hereinships described.

present of the total of the presents and the fortgager under advanction (a) of the presenting of the total of the total of the fortgager under advanced on the fortgager for drough abeli tensor, and assessmith, or insurance presidual, as the dese may be, and assessmith, and assessmith, or insurance presidual, as the loss to the fortgager, and assessmith the drough and the fortgager. It is now that the payments to it make by the fortgager, or refunding to the integration of the present as the fortgager. It is now the make the fortgager of the fortgager, and the fortgager and the fortgager of the fortgager, or insurance presidual as the fortgager and the

An estimated to the more of any and agreement and payment shall, unless made constitutes to the feet of the more of the constitutes and agreement of default under this mortgage. The Horizgages may collect a "late charge" not to moved four cents (40) for each dollar (51) for each payment sore than illustrated to conte (40) for each dollar (51) for each payment sore than illustrated (15) day in arrests, to cover the enter expense involved in handling delinquent. (IIII)

interest on the note secured heraby) and motes, secretization of the principal of the said motes, all

ground transa, it eny, tames, special assessments, fitte and other hazard insurance presidents 471

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Thet, together with, and in addition by, the monthly payments of principal and intervet payable under the benne of the note secured hereby the forthgapor will pay to the forthgapor, on the first day of each month until the eath note is fully paid, the following on the first day of each month until the eath note is fully paid, the following

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Fred g B Co-Borrower

Laure L.

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R 5 nonestead, enter an order practing the mortgagee in possession of the prefits of the said premises during the benefit of the Mortgagee with power to collect the rents, issues, and profits of the said premises during the pendency of such foreclosure suit and, in case of sale and a deficiency, during the full statutory period of te-deaption, and such rents, issues, and profits when collected may be applied toward the payment of the indebted ness, costs, taxes, insurance, and other items necessary for the profection and preservation of the property.

Whenever the said Mortgagee shall be placed in possession of the above described premises under an order of a court in which an action is pending to foreclose this mortgage or a subsequent mortgage, the said Mortgagee, in its discretion, may: keep the said premises in good repair, pay such current or back taxes and assessments as may be due on the said premises; pay for and maintain such insurance in such amounts as shall have been required by the Mortgagee; lease the said premises to the Mortgagor or others upon such terms and conditions, either within or beyond any period of redemption, as are approved by the court, collect and receive the rents, issues, and profits for the use of the premises hereinabove described, and employ other persons and expend itself such amounts as are reasonably necessary to carry out the provisions of this paragraph.

AND IN CASE OF FORECLOSURE of this mortgage by said Mortgages in any court of law or equity, a reasonable sum shall be allowed for the solicitor's fees, and stenographers' fees of the complainant in such proceeding, and also for all outlays for documentary evidence and the cost of a complete abstract of title for the purpose of sol', foreclosure; and in case of any other suit, or legal proceeding, wherein the Mortgages shall be made a party thricto by reason of this mortgage, its costs and expenses, and the reasonable fees and charges of the attorneys or colicitors of the Mortgages, to made parties, for services in such suit or proceedings, shall be a further lien and charge upon the said premises under this mortgage, and all such expenses shall become so much additional in reb'edness secured hereby and be allowed in any decree foreclosing this mortgage.

AND THERE SHALL RE INCLUDED in any decree foreclosing this mortgage and be paid out of the proceeds of any sale made in pursuance of any such decree: (1) All the costs of such suit or suits, advertising, sale, and conveyance, including attorneys, solicitors, and stenographers, fees, outlier, for documentary evidence and cost of said abstract and examination of title; (2) all the moneys advanced by the Mortgagee, if any, for the purpose authorized in the mortgage with interest on such advances at the rate set forth in the note secured hereby, from the time such idea can made; (3) all the accused interest temaining uspaid on the indebtedness hereby secured; (4) all the said principal money temaining unpaid. The overplus of the proceeds of sale, if any, shall then be paid to the Mortgagor.

If Mortgagor shall pay said note at the firm and in the manner aforesaid and shall abide by comply with, and duly perform all the covenants and agreements berein, then this conveyance shall be null and void and Mortgagor will, within thirty (30) days after writter demand therefor by Mortgagor, execute a release or satisfaction of this mortgage, and Mortgagor hereby waives the benefits of all statutes or laws which require the earlier execution or delivery of such release or satisfaction of Mortgagoe.

IT IS EXPRESSLY AGREED that no extension of the time for payment of the debt bereby secured given by the Mortgagee to any successor in interest of the Mortgagee shall operate to release, in any manner, the original liability of the Mortgagor.

THE COVENANTS HEREIN CONTAINED shall bind, and the benefits and advantages shall muse to the respective heirs, executors, administrators, successors, and assigns of the parties hereto. Wherever used, the singular number shall include the plural, the plural the singular, and the masculine gender shall include the feminine.

the feminine. al of the Mortgagor, the day and year from written WITNESS. [SEAL] aura L. Turek [SEAL] STATE OF ILLINOIS COOK Undersigned a notary public, in and for the county and State J. Turek and Laura L Fred aforesaid, Do Hereby Certify That Turek , his wife, personally known to me to be the same person whose name 5 subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed, sealed, and delivered the said instrument as the free and voluntary act for the uses and purposes therein set forth, including the release and waiver of the right signed, sealed, and delivered the said instrument as the of homestead day November . A. D. 1986 GIVEN under my hand and Notarial Seal this 19th DOC. NO. Filed for Record in the Recorder's Office of A D 19 County, Illinois, on the day of o'clock m., and duly recorded in Book of Page

## **UNOFFICIAL COPY**

OK COUNTY, ILLINOIS

Property of Cook County Clark's Office

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