CAUTION: Consult a lawyer before using or acting under this form All warrantes, including merchantability and fitness, are excluded

86583235

Vincent J. Ca	November 15 ardamone, a ba	achelor,	. DEPT	-01 RECORDING \$1 11 TRAN 1120 12/05/86 15:16: 10 # C #-86-58323
114 Salem Dr.i (NO AND STREET) herein referred to as "Mortgagore				OOK COUNTY RECORDER
	on		•	
	Street, Meiro		-•	
herein referred to as "Mortgagee,	," witnesseth.		Above 5	pace For Recorder's Use Only
(547, 0.00, 0.00,), p. sum and interest at the rate of a 201.6 and all of said principal and of such appointment, then at the	Phousand and no bayable to the order of and do in installments as provided in armerest are made payable.	elivered to the Mortgagee, is and note, with a final paying at such place as the holders	in and by which note the Mor nent of the balance due on th of the note may, from time to	date herewith, in the principal sum of DOI LARS transport promise to pay the said principal of 15th day of November time, in writing appoint, and in absence 1 rose Park, Il.
NOW, 11H RFFORE, the N and huntations of this mortgage, consideration of the sum of One D Mortgagee, and the Mortgagee's and being in theVillage	forty gor to secure the payor and the performance of the bolliar in he of paid, the recensuccessors and assigns the loss of Schalmbur	ment of the said principal su genvenants and agreement pt whereof is hereby acknow flowing described Real Est. [9]	in of money and said interest s berein contained, by the N kledged, do by these present are and all of their estate, righ COOK	in accordance with the terms, provisions offgagors to be performed, and also in CONVEY AND WARRAN Funto the tente and interest therein, situate, lying AND STATE OF ILLINOIS, to wit:
in the Northwest of the Third Prito that certain made by Campanel Recorder of Deed Number 22203942 from said parcel as defined and sillinois. Commo 60194.	rvey of the fold 3 in Weather of 2 incipal Meridi Declaration Elli, Inc., as is of Cook Coutogether with all the property and Address:	ollowing pared stield Lake (Cocion 21, To an, which sure stablishing a Grantor and inty, Thinois the its percent and spaceaid Declaration Laboration Labor	el of real est Quadro Homes, ownship 41 Nor every is attach a Plan of Condition to January age interest comprising on and Survey	ate: That part being a Subdivision th, Range 10, East ed as Exhibit "A" ominium Ownership
P.I.N. No. 07-21	100-012-1020	70	C/	
long and during all such times as Ma all apparatus, equipment or article single units or centrally controlled coverings, mador beds, awnings, st or not, and it is agreed that all simi- considered as constituting part of the TOHAVE AND TOHOLD berein set forth, free front all rights	ements, tenements, casemer ortgagors may be entitled the synow or hereafter therein or (), and ventilation, including toyes and water heaters. Ail illar apparatus, equipment of the real estate. (the premises unto the Mortg s and benetits under and by s	nts, fixtures, and appurience ereto (which are pledged pro- to thereon used to supply he g (without restricting the lo- of the foregoing are declars or articles hereafter placed is gagee, and the Mortgagee's	mants and on a processith s at, gas, an conditioning, wat regoing), screens, wan is wis ed to be a part of said to rest in the promises by Morrgago, successors and assigns, forces	Birents, issues and profits thereof for so and real estate and not secondarity and earlight, power, refrigeration (whether tades, storm doors and windows, floor ite whether physically attached thereto so their successors or assigns shall be early after purposes, and upon the uses (Planes, which said rights and benefits)
the Mortgagors do hereby express! The name of a record owner is:	Vincent J.	Cardamone	The state of the second state of the second	
This mortgage consists of two herein by reference and are a part I Witness the hand	pages. The covenants, cond hereof and shall be hinding o	fitions and provisions appears. Of the state	aring on page 2 (the reverse : successors and assigns.	ide of this nortgage) are incorporated
_/es	S/ Count	Charment (Seal)	- No. 10. 10. An area area area (a montain on march	(Seal)
PRINTOR	cent J. Carda	mone		
TYPE NAME(S) BELOW				
SIGNATURE(8)			E - A Samuel annum Anis de la simple for a Samuel Anis Anis Anis Anis Anis Anis Anis Anis	
State of Illinois, County of D. in the S	State atoresaid, DO HERF#	BY CERTIFY that \mathbb{Z}_{+} \mathbb{V}	incent Cardam	a Notary Public in and for said County 200
unpean	ally known to me to be the ed before me this day in per his tree and volu (homestead.	same person . — whose rson, and acknowledged th intary act, for the uses and	name i.Ssu ath Q, signed, scale purposes therein set forth, i	bscribed to the foregoing instrument, I and delivered the said instrument as icluding the release and waiver of the
Commission expires		day of	November H	1y 86
				TWANT TO LEAR.
This instrument was prepared by	_Richard H. A	nderson, 209	S. Main St., 1	Mt. Prospect, IL
	_Richard_HAr	nderson, 209 (NAME AND ADDRESS) nderson, 209 (NAME AND ADDRESS)	S. Main Street	t. Prospect, IL
		nderson, 209 (NAME AND ADDRESS) nderson, 209 (NAME AND ADDRESS)		t. Prospect, IL

THE COVENANTS, CONDITION OF PROVISION BE WATED TO ON PACE THE REVERSE SIDE OF THIS MORTGAGE):

- 1. 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 tlafms. for liten; not, superestly subordinated to the lien thereof; (3) pay when due any indebtedness which may be secured 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 lien to the Mortgages; (4) complete within a reasonable time any building or buildings now or at any time in process of election 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.
- 3. In the event of the emectment after this date of any law of Illinois deducting from the value of land for the purpose of taxation 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 event, the Mortgagors, upon demand by the Mortgagee, shall pay such taxes or assessments or reimburse 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 jurisdiction in the premises, any tax is due or becomes due in respect of the issuance of the note hereby secured, the Mortgagors covenant 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 in a red 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 secured hereby or under the terms of this mortgage, the Mortgagors 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.
- 6. Mortgagors shall were all buildings and improvements now or hereafter situated on said premises insured against loss or damage by fire, lightning and windown under policies providing for payment by the insurance companies of moneys sufficient either to pay the cost of replacing or repairing fire same or to pay in full the indebtedness secured hereby, all in companies satisfactory to the Mortgages under insurance policies payable, in case of loss or damage, to Mortgages, 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 receval policies not less than ten days prior to the respective dates of expiration.
- 7. In case of default therein, Mor gagee may, but need not, make any payment or perform any act hereinbefore required of Mortgagors in any form and manner deemed expedient, and may, but need not, make full or partial payments of principal or interest on prior encumbrances, if any, and purchase, discharge, comprovise 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, wherewith, 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 versum at the highest rate now permitted by Illinois law. Inaction of Mortgagee shall never be considered as a waiver of any right accruing to the Mortgagee 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 the 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 Mirtgagors, all unpaid indebtedness secured by this mortgage shall, notwith-standing anything in the note or in this mortgage to the contrary, become due and payable (a) immediately in the case of default in making payment of any installment of principal or interest on the note, or (i) when default shall occur and continue for three days in the performance of any other agreement of the Mortgagors herein contained.
- 10. When the indebtedness hereby secured shall become due whether by acceleration or otherwise. Mortgagee shall have the rightto foreclose the lien hereof. In any suit to foreclose the lien hereof, there shall be allowed and included as additional indebtedness in the
 decree for sale all expenditures and expenses which may be paid or incurred by or on behalf of Mortgagee for attorneys' fees, appraiser's
 fees, outlays for documentary and expert evidence, stenographers' charges, publication costs and costs (which may be estimated as to
 items to be expended after entry of the decree) of procuring all such abstracts of title, little searches, and examinations, title insurance
 policies. Torrens certificates, and similar data and assurances with respect to title as Mortgagee may deem to be reasonably necessary
 either to prosecute such suit or to evidence to hidders at any sale which may be had pursuant to such decree the true condition of the title
 to or the value of the premises. All expenditures and expenses of the nature in this pic-graph 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 (n) bankruptcy proceedings, to which the Mort
 gagee shall be a party, either as plaintiff, claimant or defendant, by reason of this mortgage of each other 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: First, on account of all costs and expenses incident to the foreclosure proceedings, including all such items as are men ioned in the preceding paragraph hereof; second, all other items which under the terms hereof constitute secured indebtedness additional to 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 complaint 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 permises 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 be 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 hy 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 sale; (2) the deficiency in case of a sale and deficiency. sale; (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 parmitted for that DUITDOSE.
- 15. The Mortgagors shall periodically deposit with the Mortgagee such sums as the Mortgagee may reasonably require for ment of taxes and assessments on the premises. No such deposit shall bear any interest.

 16. If the payment of said indebtedness or any part thereof be extended or varied or if any part of the curve by a sacratic sons now or at any time hereafter liable therefor, or interested in said premises, shall be held to assent to extend the release, and their liability and the lien and all provisions hereof shall continue in full force, the right of recourse against the page. 16. If the payment of said indebtedness or any part thereof be extended or varied or if any part of the payment of said indebtedness or any part thereof be extended or varied or if any part of the payment of said premises, shall be held to assent to extend the extended of release, and their liability and the lien and all provisions hereof shall continue in full force, the right of recourse against 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 hinding upon Mortgagors and all persons claiming under or through Moltgagors, 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.