GEORGE & COLE

3 86 072 975

86072975

Above Space For Recorder's Use Only

CAUTION Consult a lawyer before using or acting under this form. Neither the publisher 1986 EEB (2s form PM 2: 14 makes any warranty with respect thereto, including any warranty of merchantability or fitness for a particular purpose

THIS INDENTURE, made February 21 19 86, between William Bettiga 2000 Core | Bettiga 20

1300

(NO. AND STREET)
herein referred to as "Mortgagee," witnesseth:

THAT WHEREAS in Mortgagors are justly indebted to the Mortgagee upon the installment note of even date herewith, in the principal sum of *Three Hundreu Saventy-Five Thousand and 00/100* DOLLARS

(STATE)

(\$ 375,000,00 _____). payable to the order of and delivered to the Mortgagee, in and by which note the Mortgagors promise to pay the said principal sum and interest at the rate at d ir installments as provided in said note, with a final payment of the balance due on the 23 nd day of ________, 19 86, and all of said principal ar inverest are made payable at such place as the holders of the note may, from time to time, in writing appoint, and in absence of such appointment, then at the other, of the Mortgagee at - as set forth above.

NOW, THEREFORE, the Mortgagor' to recure 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 jet ormance of the covenants and agreements herein contained, by the Mortgagors to be performed, and also in consideration of the sum of One Dollar in har I paid, the receipt whereof is hereby acknowledged, do by these presents CONVEY AND WARRANT unto the Mortgagee, and the Mortgagee's succession 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 Bedford Park COUNTY OF COOK AND STATE OF ILLINOIS, to with

See legal description attached hereto as Exhibit A and made a part hereof.

		0			
which, with the property l	hereinafter described, is reterred to herein as the " e not homestead property.	premises,) X,		
Permanent Real Estate Is	ndex Number(s): 19-19-117-013-000		<u> </u>		
Address(es) of Real Estate	e: 6600 South Oak Park Avenue	, Bedfor	d Pirk, I	llinois	
long and during all such tin all apparatus, equipment is single units or centrally ec- coverings, inador beds, aw or not, and it is agreed that considered as constituting TO HAVE AND TO herein set forth, free from	HOLD the premises unto the Mortgagee, and the last rights and benefits under and by virtue of the Ho	to supply heat to supply heat the tore include the foreing are declared after placed in 1	airly and on a pa , gas, air condition going), screens, to be a part of sa the premises by b	rijs with said real estate and orang, water, light, power, ri wir dow "hades, storm door id real e. Late whether physic Mortgag ars or their successor	I not secondarily) and efrigeration (whether is and windows, floor cally attached thereto ors or assigns shall be es, and upon the uses
the Mortgagors do hereby	expressly release and waive. William Bettiga er is:				
		visions appeari	ing on page 2 (th	e reverse side of this chories	ge) are incorporated
herein by reference and ar	e a part hereof and shall be binding on Mortgagors.	, their neirs, su	ecessors and assi-	gna.)
	and seal of Mortgagors the day and year first a	(Scal)	William		(Scal)
PLEASE PRINT OR TYPE NAME(S) BELOW				Bettiga ()	(Seal)
SIGNATURE(S)					
State of Illinois, County of	COOK in the State aloresaid, DO HEREBY CERTIFY t	s. hat Wil	i, the und liam Bett	ersigned, a Notary Public in i ga	and for said County
MPRESS SEAL HERE	personally known to me to be the same person appeared before me this day in person, and acknowledge the same person free and voluntary act, for t	owledged that	h.e sign	ed, scaled and delivered th	ie said instrument as
	right of homestead.				9.6
Diven under my hand and c	official seal, this 3/ 3/ day of	Febr	uary	7. *	19_00
Commission expires	1987		- Je fe	The state of the s	Notary Public
This instrument was prepar	Christopher J. Horsch, edby 115 S. LaSalle State No.	, vedder,	Price, K), Illinoi	s 60603	12,

(NAME AND ADDRESS)

(STATE)

Mail this instrument to

(ZIP CODE)

- 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 of claims for lien not expressly subordinated to the lien thereof; (3) pay when due any indebtedness which may be secured by a fien 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 Mortgagee; (4) complete within a reasonable time any building or buildings now or at any time in process of erection 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. Surnish 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 enactment 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 secure 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 incurred by reason of the imposition of any tax on the issuance of the note secured hereby.
- 5. At such time as he 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 'ce; all buildings and improvements now or hereafter situated on said premises insured against loss or damage by fire, lightning and wind or under policies providing for payment by the insurance companies of moneys sufficient either to pay the cost of replacing or repairing the same or to pay in full the indebtedness secured hereby, all in companies satisfactory to the Mortgage under insurance policies payable, in case of loss or damage, to Mortgagee, 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 new all policies not less than ten days prior to the respective dates of expiration.
- 7. In case of default therein, Mortgagee may, but need not, make any payment or perform any act hereinbefore required of Mortgagors in any form and manner deemed expeditint, and may, but need not, make full or partial payments of principal or interest on prior encumbrances, if any, and purchase, discharge, compromise 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 content on therewith, 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 thereon 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 a the rized relating to taxes or assessments, may do so according to any bill, statement or estimate procured from the appropriate public office "if-out inquiry into the accuracy of such bill, statement or estimate or into the validity of any tax, assessment, sale, forfeiture, tax lien of tile 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 Mortgagors, all unpaid indebtedness secured by this mortgage shall, notwithstanding 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, of (b) 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 right to 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, profication 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, title searches, and examinations, title insurance policies, Torrens certificates, and similar data and assurances with respect to title 22 Mortgagee may deem to be reasonably necessary either to prosecute such suit or to evidence to bidders 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 paragraph mentioned shall become so much additional indebtedness secured hereby and immediately due and payable, with interest thereon at the lighest rate now permitted by Illinois law, when paid or incurred by Mortgagee in connection with (a) any proceeding, including probate and bankruptcy proceedings, to which the Mortgagee shall be a party, either as plaintiff, claimant or defendant, by reason of this mortgage or any indebtedness hereby secured; or (b) preparations for the commencement of any suit for the foreclosure hereof after accrual of such right 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 a elementioned in the preceding paragraph hereof; second, all other items which under the terms hereof constitute secured indebtedness and ditient 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 premises 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 by 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.
- 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 permitted for that purpose.
- 15. The Mortgagors shall periodically deposit with the Mortgagee such sums as the Mortgagee may reasonably require for payment 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 security he released, all persons now or at any time hereafter liable therefor, or interested in said premises, shall be held to assent to such extension, variation or release, and their liability and the lien and all provisions hereof shall continue in full force, the right of recourse against all such 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 binding upon Mortgagors and all persons claiming under or through Mortgagors, 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.

86 07**2** 9**7**5

UNOFFICIAL COPY:

EAST OF THE THIRD PRINCIPAL MERIDIAN

EXHIBIT A

LEGAL DESCRIPTION

6600 SOUTH OAK PARK AVENUE, BEDFORD PARK, ILLINOIS

PARCEL 1

19-19-117-013

THAT PART OF THE SOUTH EAST QUARTER OF THE NORTH WEST QUARTER OF SECTION NINETEEN (19), TOWNSHIP THIRTY-EIGHT (38) NORTH, RANGE THIRTEEN (13), DESCRIBED AS FOLLOWS: BEGINNING AT A POINT TWENTY-FIVE (25) FEET WEST OF THE EAST LINE AND SIX HUNDRED FIFTY (650) FEET NORTH OF THE SOUTH LINE OF SAID QUARTER QUARTER SECTION; THENCE WEST PARALLEL TO THE SOUTH LINE THEREOF FIVE HUNDRED FOUR AND TWENTY-THEET ONE-HUNDREDTHS (504.23) FEET; THENCE SOUTH WESTERLY TWO HUNDRED EIGHTEEN AND SIXTY-TWO ONE-HUNDREDTHS (218.62) FEET ON A CURVED TINE, CURVE CONVEX TO THE NORTH WEST RADIUS TWO HUNDRED SEVENTY-EICHT AND NINETY-FOUR ONE-HUNDREDTHS (278.94) FEET SAID CURVE BEING TANGENT TO THE LINE SIX HUNDRED FIFTY (650) FEET NORTH OF THE SOUTH LINE OF THE QUARTER SECTION AFORESAID AND ALSO TANGENT TO A DIAGONAL LINE THIRTY (30) FEET SOUTH EASTERLY OF AND PARALLEY IS A LINE RUNNING FROM THE NORTH EAST CORNER TO THE SOUTH WEST COPNER OF THE SOUTH EAST QUARTER OF THE NORTH WEST QUARTER OF SAID SECTION NINETEEN (19); THENCE SOUTH WESTERLY ALONG SAID DIAGONAL LINE ONE HUNDRED AND SIXTY-SIX ONE-HUNDREDTHS (100.66) FEET TO AN INTERSECTION WITH A CURVED LINE, CURVE CONVEX TO THE NORTH WEST RIDIUS TWO HUNDRED NINETY-SIX AND NINETY-FOUR ONE-HUNDREDTHS (296.94) FEET SAID CURVE BEING TANGENT TO A LINE FIVE HUNDRED TWENTY-SIX (727) FEET NORTH OF AND PARALLEL TO THE SOUTH LINE OF THE AFORESAID QUARTER QUARTER SECTION; THENCE NORTH EASTERLY ALONG SAID CURVE ONE HUNDRED THIRTY ONE AND THREE ONE-HUNDREDTHS (131.03) FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE EASTERLY FORTY AND ONE ONL-AUNDREDTHS (40.01) FEET TO A POINT FIVE HUNDRED TWENTY-FIVE (525) FRET NORTH OF THE SOUTH LINE AND SIX HUNDRED THIRTY-ONE AND FORTY-ONE ONE HUNDREDTHS (631.41) FEET WEST OF THE EAST LINE OF THE AFORESAID QUARTER QUARTER SECTION; THENCE EAST PARALLEL TO THE SOUTH LINE OF SAID QUARTER QUARTER SECTION SIX HUNDRED SIX AND FORTY-ONE ONE-HUNDREDTHS (606.41) FEET THENCE NORTH ONE HUNDRED TWENTY-FIVE (125) FEET TO THE PLACE OF BEGINNING,

ALSO

PARCEL 2

PARCEL 2

19-19-117-013

THAT PART OF THE SOUTH EAST QUARTER OF THE NORTH WEST QUARTER OF SECTION NINETEEN (19), TOWNSHIP THIRTY-EIGHT (38) NORTH, VANGE THIRTEEN (13), EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING AT A POINT TWENTY-FIVE (25) FEET WEST OF

UNOFFICIAL COPY =

THE EAST LINE AND EIGHT HUNDRED (800) FEET NORTH OF THE SOUTH LINE OF SAID QUARTER QUARTER SECTION; THENCE WEST PARALLEL TO THE SOUTH LINE THEREOF THREE HUNDRED FIFTY-TWO AND EIGHTY ONE-HUNDREDTHS (352.80) FEET; THENCE SOUTH WESTERLY TWO HUNDRED EIGHTEEN AND SIXTY-TWO ONE-HUNDREDTHS (218.62) FEET ON A CURVEDLINE, CURVE CONVEX TO THE NORTH WEST RADIUS TWO HUNDRED SEVENTY-EIGHT AND NINETY-FOUR ONE-HUNDREDTHS (278.94) FEET; SAID CURVE BEING TANGENT TO THE LINE EIGHT HUNDRED (800) FEET NORTH OF THE SOUTH LINE OF THE QUARTER QUARTER SECTION AFORESAID AND ALSO TANGENT TO A DIAGONAL LINE THIRTY (30) FEET SOUTH EASTERLY OF AND PARALLEL TO A LINE RUNNING FROM THE NORTH EAST CORNER TO THE SOUTH WEST CORNER OF THE SOUTH EAST QUARTER OF THE NORTH WEST QUARTER OF SAID SECTION NINETEEN (19); THENCE SOUTH WESTERLY ALONG SAID DIAGONAL TWO HUNDRED TWELVE AND FORTY-SEVEN ONE-HUNDREDTHS (212.47) FEET TO THE POINT OF TANGENCY OF A CURVED LINE, CURVE CONVEX TO THE NORTH WEST RADIUS TWO HUNDRED SEVENTY-EIGHT AND NINETY-FOUR ONE-HUNDREDTHS (278.94) FEET; THENCE NORTH EASTERLY ALONG SAID CURVE TWO HUNDRED EIGHTEEN AND SIXTY-1WO ONE-HUNDREDTHS (218.62) FEET TO THE POINT OF TANGENCY OF SAID CURVI: LYING ON A LINE SIX HUNDRED FIFTY (650) FEET NORTH OF AND PARALLEL TO THE SOUTH LINE OF SAID QUARTER QUARTER SECTION AFORESAID THENCE EAST ALONG SAID LINE FIVE HUNDRED FOUR AND TWENTY-THREE ONE-HUNDREDINS (504.23) FEET TO A POINT TWENTY-FIVE (25) FEET WEST OF THE EAST LINE OF SAID QUARTER QUARTER SECTION; THENCE NORTH ONE HUNDRED FILTY (150) FEET TO THE PLACE OF BEGINNING IN COOK COUNTY, ILLINOIS.

9-117County Conty Cont 19-79-117-013-0000 Permanent Index No.