

UNOFFICIAL COPY

86182158

Loan No.

MORTGAGE

THE ABOVE SPACE FOR RECORDER'S USE ONLY

THIS INDENTURE, made March 18, 1986, between James J. Gerardi and
Julia E. Gerardi, his wife

(herein referred to as "Mortgagors") and GLADSTONE-NORWOOD TRUST & SAVINGS BANK, a banking corporation organized under the laws of the State of Illinois, doing business in Chicago, Illinois, (herein referred to as "Mortgagee,") WITNESSETH

THAT WHEREAS Mortgagors are justly indebted to Mortgagee in the sum of
Fifty thousand and 0/100ths dollars (\$50,000.00) evidenced by a certain Promissory Note of even date herewith executed by Mortgagors, payable to the order of the Mortgagee and delivered, by which Note Mortgagors promise to pay said principal sum and interest on the balance of principal remaining from time to time unpaid at the rate of Eleven and 7/8ths per cent 11-7/8% per annum prior to maturity, at the office of Mortgagee in Chicago, Illinois, in 12 successive monthly installments commencing April 18, 1986, and on the same date of each month thereafter, all except the last of said installments to be in the amount of \$ Interest only each, and said last installment to be the entire unpaid balance of said sum, together with interest on the principal of each installment after the original maturity date thereof at 12-7/8% per annum; together with all costs of collection, including reasonable attorneys' fees, upon default, (hereinafter referred to as the "Note"),

NOW, THEREFORE, the Mortgagors to secure the payment of said Note in accordance with its terms and the terms, provisions and limitations of this Mortgage, and all extensions and renewals thereof, and for the further purpose of securing the payment of any and all obligations, indebtedness and liabilities of any and every kind now or hereafter owing and to become due from the Mortgagors or any of them to the Mortgagee or to the holder of said Note or to the Assignee of the Mortgagee during the term of this mortgage, howsoever created, incurred, evidenced, acquired or arising, whether under the Note or this mortgage or under any other instrument, obligation, contract or agreement of any and every kind now or hereafter existing or entered into between the Mortgagors or any of them and the Mortgagee or otherwise and whether direct, indirect, primary, secondary, fixed or contingent, together with interest and charges as provided in said Note and in any other agreements made by and between the parties herein, and including all present and future indebtedness, incurred or arising by reason of the guarantee to Mortgagee by Mortgagors or any of them of present or future indebtedness or obligations of third parties to Mortgagee, and of present and future indebtedness originally owing by Mortgagors or any of them to third parties and assigned by said third parties to Mortgagee, and any and all renewals or extensions of any of the foregoing, and the performance of the covenants and agreements herein contained, by the Mortgagors to be performed, and also in consideration of One Dollar in hand paid, the receipt whereof is hereby acknowledged, do by these presents Mortgage and Warrant to the Mortgagee, its successors and assigns, the following described Real Estate in the County of Cook and State of Illinois, to wit:

Lot 294 in Timbercrest Woods Unit No. 5, being a subdivision in the Southeast $\frac{1}{4}$ of Section 21 and the Southwest $\frac{1}{4}$ of Section 22, both in Township 41 North, Range 10, East of the Third Principal Meridian, Cook County, Illinois.

TAX ID: 07-22-310-005.

DEPT-61 RECORDING

\$11.00

T#3333 TRAN 1886 05/07/86 15:59:00

THIS IS A JUNIOR MORTGAGE

#3044 #A *-86-182158

which, with the property hereinafter described, is referred to herein as the "premises".

TOGETHER with all improvements, tenements, fixtures and appurtenances thereto belonging, and all rents, issues and profits therefrom for so long and during all such times as Mortgagors may be entitled thereto (which are pledged primarily and on a parity with said real estate and not secondarily), and all apparatus, equipment or articles now or hereafter therein or thereon used to supply heat, gas, air conditioning, water, light, power, refrigeration (whether single units or centrally controlled), and ventilation, including (without restricting the foregoing), screens, window shades, storm doors and windows, floor coverings, indoor beds, awnings, stoves and water heaters. All of the foregoing are declared to be a part of said real estate whether physically attached thereto or not, and it is agreed that all similar apparatus, equipment or articles hereafter placed on the premises by the Mortgagors or their successors shall be considered as constituting part of the real estate.

TO HAVE AND TO HOLD the premises unto the Mortgagee, its successors and assigns, for ever, for the purposes herein set forth, free from all rights and benefits under and by virtue of the Homestead Exemption Laws of the State of Illinois, which said rights and benefits the Mortgagors do hereby expressly release and waive.

This Mortgage consists of two pages. The covenants, conditions and provisions appearing on page 2 (the reverse side hereof) among other things, require Mortgagors to keep the premises in repair, insured and free of liens and to pay and discharge prior liens and taxes, provide that if not paid by Mortgagors, the costs of such repairs, insurance, prior liens and taxes paid by Mortgagee constitute additional indebtedness secured hereby, provide for tax and insurance deposits, for acceleration of maturity of the Note and foreclosure hereof in case of default and for the allowance of Mortgagee's attorney's fees and expenses of foreclosure, and are incorporated herein by reference, are a part hereof, and shall be binding on the Mortgagors and those claiming through them.

In the event Mortgagors sell or convey the premises, or if the title thereto or any interest therein shall become vested in any manner whatsoever in any other person or persons other than Mortgagors, Mortgagee shall have the option of declaring immediately due and payable all unpaid installments on the Note and enforcing the provisions of this Mortgage with respect thereto unless prior to such sale or conveyance Mortgagee shall have consented thereto in writing and the prospective purchasers or grantees shall have executed a written agreement in form satisfactory to the Mortgagee assuming and agreeing to be bound by the terms and conditions of said Note and this Mortgage.

Signed and sealed by the Mortgagors the date first above written

James J. Gerardi

(SEAL)

James J. Gerardi

(SEAL)

Julia E. Gerardi

(SEAL)

(SEAL)

Nina Gaspich

(SEAL)

(SEAL)

Julia E. Gerardi

(SEAL)

(SEAL)

STATE OF ILLINOIS) I, Nina Gaspich, a Notary Public in and for and residing in said County,
COUNTY OF Cook) SS, in the State aforesaid, DO HEREBY CERTIFY THAT James J. Gerardi & Julia E. Gerardi, his
who are personally known to me to be the same person s whose name s are are subscribed to the foregoing
Instrument, appeared before me this day in person and acknowledged that they signed, sealed and delivered the said Instrument as their free
and voluntary act, for the uses and purposes therein set forth, including the release and waiver of all rights under any homestead, exemption and valuation
laws.

GIVEN under my hand and Notarial Seal this 18th day of March, A.D. 1986

This document prepared by
Nina Gaspich

GLADSTONE NORWOOD TRUST & SAVINGS BANK, CHGO., ILL.

FOR RECORDER'S INDEX PURPOSES INSERT STREET ADDRESS OF
ABOVE DESCRIBED PROPERTY HERE

330 Evergreen Ct.

Schaumburg, IL 60172

G/N 131-use with G/N 130
Rev 4/72

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PRINTING AND FRANCHISING REFERRED TO ON PAGE 1 OF THE REVERSE SIDE

Page 2

THE COVENANTS, CONDITIONS AND PROVISIONS REFERRED TO ON PAGE 1 (THE REVERSE SIDE OF THIS MORTGAGE):

1. Notwithstanding anything to the contrary contained in the Note, the Mortgagor, agrees to pay said indebtedness and the interest thereon as herein and in said Note or other evidence thereof provided; or, according to any agreement extending the time of payment thereof; (2) To pay when due and before any penalty attaches thereto all taxes, special taxes, special assessments, water charges, and sewer service charges against the premises (including those hereinafter due), and to furnish Mortgagor, upon request, duplicate receipts therefor, and all such items extended against said premises shall be conclusively deemed valid for the purpose of this requirement; (3) To keep the improvements now on or hereafter upon and premises insured against damage by fire, and such other hazards as the Mortgagor may require to be insured against; and to provide liability insurance and such other insurance as the Mortgagor may require; until said indebtedness is fully paid, or in case of foreclosure, until expiration of the period of redemption, for the full insurable value thereof, in such companies, and in such form as shall be satisfactory to the Mortgagor; such insurance policies shall remain with the Mortgagor during said period or periods, and contain the usual clause satisfactory to the Mortgagor making them payable to the Mortgagor; and in case of foreclosure sale payable to the holder of the certificate of sale, owner at any deficiency, any receiver, or trustee in bankruptcy, all claims thereunder and to execute and deliver on behalf of the Mortgagor all necessary papers of loan, receipts, to adjust, collect, and compromise, and to sue, defend, and recover, all claims against the insurance companies, and the Mortgagor agrees to sign, upon demand, all receipts, vouchers, and certificates required of them, to be signed by the Mortgagor, for such purposes; and the Mortgagor is authorized to apply the proceeds of any insurance claim to the restoration of the premises or upon the indebtedness hereby secured in its discretion, but monthly payments shall continue until said indebtedness is paid in full; (4) immediately after destruction or damage, to commence and promptly complete the rebuilding or restoration of buildings and improvements now on or hereafter on said premises, unless Mortgagor elects to apply on the indebtedness accrued hereby the proceeds of any insurance covering such destruction or damage; (5) To keep said premises in good condition and repair, without waste, and free from unmechanical or other lien or claim of lien not expressly subrogated in writing to the lien hereof; (6) Not to make, repair, or permit any unlawful use of any of its premises, to exist on said premises nor, to diminish nor impair, its value by any act or omission in the act; (7) To comply with all requirements of law with respect to the premises and the use thereof; (8) Not to make, sell, or permit, without the written permission of the Mortgagor, being first had and obtained, (a) any use of the premises for any purpose other than, that, that for which it is now used, (b) any alterations of the improvements, apparatus, appurtenances, fixtures or equipment now or hereafter upon said premises, (c) any purchase on conditional sale, lease, or agreement under which title is reserved in the vendor, or of any apparatus, fixtures or equipment to be placed in or upon any buildings or improvements on said premises; (9) To pay the premiums on Mortgage Guaranty Insurance covering this mortgage when required by Mortgagor, pursuant to its written commitment; and (10) To pay when due any indebtedness which may be secured by a lien or charge upon the premises, superior to the lien hereof, and upon receipt, exhibit satisfactory evidence of the discharge of such prior lien to Mortgagor.

2. In addition to the monthly payments of principal and interest payable under the terms of the Note, the Mortgagor, agrees to pay to the holder of the Note, when requested by the holder of the Note, such sums as may be specified for the purpose of establishing a reserve for the payment of premiums on policies of the insurance and such other hazards as shall be required hereafter covering the mortgaged property, and for the payment of taxes and special assessments accruing on the property (as estimated by the holder of the Note); such sums to be held by the holder of the Note for the payment of premiums on such premiums, taxes and special assessments, plus interest thereon, which shall be compounded quarterly, or as may be required to affect the collection of the Mortgagor's debt, for taxes, special assessments, and insurance premiums shall not be sufficient to pay the amounts necessary, as they become due, then the Mortgagor shall pay the necessary amounts to make up the deficiency. If amounts collected for the purpose aforesaid exceed the amount necessary to make such payment, such excess shall be credited on subsequent payments for these purposes to be made by Mortgagor.

5. The privilege is granted to make prepayments on principal of the Note on any interest payment date upon thirty days prior written notice; provided, however, that all such prepayments in any calendar year in excess of twenty per cent (20%) of the original principal amount of the Note will be accepted only upon payment of a two per cent (2%) premium during the first three years after the date of the Note, one per cent (1%) during the next two years, and at the premium thereafter.

4. Mortgagee may collect a late charge equal to one-tenth (1/10th) of one per cent (1%) on the unpaid balance of the indebtedness hereby secured for each aggregate monthly payment of principal, interest, taxes, assessments, insurance premiums, or other charges, more than fifteen (15) days in arrears, to cover the extra expense involved in handling delinquent payments.

5. Mortgagor's Agent. Mortgagor may engage counsel for advice or other legal service at the Mortgagor's discretion in connection with any dispute as to the debt hereby secured, or the title to this instrument; or any litigation to which the Mortgagor may be made a party on account of this lien or which may affect the title to the property securing the debt held not hereby secured, or which may affect said debt or lien and any reasonable attorney's fees so incurred shall be added to and be a part of the debt hereby secured; and all costs and expenses reasonably incurred in the foreclosure of this mortgage and sale of the property securing the same and in connection with any other dispute or litigation affecting said debt or lien, including reasonably estimated amounts to conclude the transaction, shall be added to and be a part of the debt hereby secured. All such amounts shall be payable by the Mortgagor to the Mortgagee on demand, and if not paid shall be included in any decree or judgment as a part of

and/or moratorium debt, and shall include a provision at the rate of _____ per cent (_____, %) per annum.

6. In case of deliberate non-payment, Mortgagor may, but need not, make any payment or perform any act herein required of Mortgagor in any form and manner desired except as provided in paragraph 10, and in case of principal, interest, taxes, insurance premiums, attorney's fees, court costs, expenses or service of process, or other expenses, or in case of any claim, action, suit, or defense, from and after sale or forfeiture, effect, or promise, or, of course, any tax or expense, incurred by any of the purpuses herein authorized and all expenses paid or incurred in connection therewith, including attorneys' fees, and any other money due by Mortgagor in its discretion to protect the premises and the property hereof, shall be by so much additional indebtedness secured hereby, and shall become immediately due and payable without notice and without interest thereon at the rate of _____ per cent. (_____) per annum. Inaction of Mortgagor shall never be considered as a waiver of any right accruing to it on account of any default hereunder or in the law of Mortgagor.

7. Mortgagee making any payment hereunder or in the paid of Mortgagors.

proper public office, without inquiry into the accuracy of such bill, statement or estimate or into the validity of any tax, assessment, rate, forfeiture, tax lien or title or claim thereof.

8. At the option of the Mortgagor, and without notice to do so, all unpaid indebtedness secured by this Mortgage shall, notwithstanding anything in the Note or in this Mortgage to the contrary, become due and payable at once, lately in the case of default in making payment of any installment on the Note or on any other obligation secured hereby, or (b) when default shall occur and continue for three days in the performance of any other agreement of the Mortgagor herein contained;

9. In the event that Mortgagors or either of them (a) consent to the appointment of a receiver trustee, or liquidation of all or a substantial part of Mortgagors' assets, or (b) be adjudicated a bankrupt, or (c) become insolvent, or (d) file a general assignment for the benefit of creditors, or (e) file a petition for bankruptcy, or, or (f) file an answer admitting that material allegations of a petition filed against Mortgagors in any bankruptcy, reorganization or insolvency proceeding, or (g) take any action for the purpose of effecting any of the foregoing, or (h) any order, judgment or decree shall be entered upon an application of a creditor or trustee of all or a substantial part of the Mortgagors' assets, or (i) if such order, judgment or decree shall continue unanswered and in effect for a period of 30 consecutive days, the holder of the Note may declare the Note forthwith due and payable, whereupon the principal and interest accrued on the Note, and all other sums hereinabove set forth, shall become forthwith due and payable as if all of the said sums of money were originally stipulated to be paid on such date; and thereupon the Note, without notice or demand, may prosecute a suit at law and/or in equity and all money secured hereby, had, or unpaid prior to its institution. Furthermore, if no clause of proceedings should be instituted against the premises upon any other title or claim, the Mortgagor may, at its option, immediately upon institution of such suit or during the pendency thereof declare this Mortgage and the indebtedness secured hereby due and payable forthwith, and may, at its option, proceed to foreclose this Mortgage.

10. When the indebtedness hereby secured shall become due whether by acceleration or otherwise, Mortgagor shall have the right to foreclose the lien herein, in any suit to foreclose, the lien herein, there shall be allowed, and included, as additional amounts in the decree for sale all expenditures and expenses which may be paid or incurred by or on behalf of Mortgagor for attorneys' fees, appraisers' fees, outlays for docket money 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 process or all such abstracts of title, title searches and examinations, garnishments, Torrens certificates and similar documents and assurances with respect to title as Mortgagor may deem to be reasonably necessary either to prosecute such suit or to defend it, in addition to, any and all costs and expenses of such suit, and pursuant to such decree the true condition of the title or the value of the premises. All expenditures and expenses of the action in this connection mentioned shall become to much additional indebtedness secured hereby and immediately due and payable with interest thereon at the rate of _____ per cent. [REDACTED] per annum, when paid or incurred by Mortgagor in connection with (a) any proceeding, including probate and bankruptcy proceedings, to which Mortgagor 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 defense

(b) 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

12. Upon, or at, any time, after the filling of suit, for foreclosure, this Mortgage, the Court in which such suit is filed may appoint a receiver of said premises. Such ap-

pointment may be made either before or after sale, without notice, without regard to the solvency or insolvency of Mortgagor at the time of application for such release, 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 Mortgagor may be appointed as such receiver. Such receiver shall have power to collect the rents, issues and profits of said premises during the presidency of such receiver as a trustee, 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 time when Mortgagor, except for the interest of the receiver, would have been entitled to collect such rents, issues and profits, and the receiver may sue in his own name for the same, and may collect the same, and may sue for the payment of the receiver's expenses (including insurance, and repairs), payment of taxes, costs, management and operation of the premises during the whole of a said period, and from time to time thereafter the receiver to apply the net income in his discretion to the payment in whole or in part of: (1) the indebtedness secured hereby; (2) a deficiency in the amount of such indebtedness for such release; (3) the deficiency in case of a foreclosure sale; (4) the deficiency in case of a sale and deficiency.

13. The Mortgagors will and at any time insist upon, or plead, or in any manner whatsoever claim or take any benefit of advance or of any stay or extension or moratorium law, any exemption from such execution of any part thereof, wherever enacted, now or at any time hereafter, which may affect the rights and covenants or the performance of this Mortgage, nor claim, take, or insist upon any benefit or advantage of any law now or hereafter in force providing for the valuation or appraisal of the premises or any part thereof, prior to any sale or sales thereof which may be made pursuant to any provision herein, or in respect to the delivery, issuance, or other control of competent authority, and the Mortgagors hereby expressly waive all benefit or advantage of any such law, and covenant and agree to remain bound by all such laws, or impose any condition or limitation on any right herein granted or delinquent to the Mortgagors, but to suffer and permit the executing of every part as though no such law or laws had been made or enacted. The Mortgagors, for itself and/or themselves and all who may claim under it or them, waive, to the extent herein specifically set forth, all right in their mortgaged property marshaled upon, any Mortgagor hereof.

14. No notice for the delinquency of the terms of any provision herein shall be subject to any defense which would not be good and available to the party despatching same in any action at law thereafter.

15. In case the premises, or any part thereof, shall be taken by condemnation, the Mortgagor is hereby empowered to collect and receive all compensation which may

paid for any property taken or for damages to any property not taken and all condemnation compensation so received shall be forthwith applied by the Mortgagor as if so exact, to the immediate reduction of the indebtedness secured hereby, or to the repair and restoration of any property so damaged, provided that any excess over the amount of the indebtedness shall be delivered to the Mortgagor or their assignee.

17. In event new buildings and improvements are now being or are to be erected or placed on the premises (that is, if this is a construction loan mortgage), and if Mortgagor does not complete the same within the time specified or if any building and improvement is so constructed with the plan and specifications approved by Mortgagor, or on or before the thirtieth day of January of the year in which the principal amount of principal, or if work on said construction should cease before completion, or if the same is abandoned, for a period of thirty days, then, in either event, the entire principal sum of the Note secured by this Mortgage and interest thereon shall become due and payable, to the option of Mortgagor, at the time of abandonment of the work upon the construction of the said buildings or improvements, for the period of time it is as aforesaid, Mortgagor may, at his option, make other note and upon the termination of work upon the construction of the said buildings and improvements, the money so expended by Mortgagor in connection with such completion of construction shall be added to the principal amount of said Note and secured by these presents, and shall be payable by Mortgagor, together with interest at the rate of 12 per cent. per annum; in case Mortgagor fails to complete construction, Mortgagor shall be held liable to complete the improvements from depreciation or injury, and to preserve and protect the personal property therein, as mentioned, and all outstanding contracts for the erection and completion of said building or buildings, to make and enter into any contracts and obligations whatever, and to do either in its own name or in the name of Mortgagors, and to pay and discharge all debts, obligations and liabilities incurred thereby.

18. A conveyance of said property or interest made by the Mortgagor to the Mortgagor on full payment of the indebtedness above-mentioned, the performance of the
various covenants and agreements herein made by the Mortgagor, and the payment of the reasonable fees of said Mortgagor.

19. The Mortgagor and all provisions herein shall extend to and be binding upon Mortgagor and all persons claiming under or through Mortgagor, and the word
"debtors" when used herein shall include all such persons and all successors lawfully holding the payment of the indebtedness at any time hereafter, including joint, trust, inter-

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100 W. McCORD