

UNOFFICIAL COPY

MORTGAGE

87499379

THIS INDENTURE, made this 17th day of June, 1987, between **THOMAS A. BRUNO AND DEBORAH E. BRUNO, his wife, Mortgagor, and WECO CREDIT UNION, a corporation existing under the laws of the State of Illinois, Mortgagee.**

WITNESSETH: That whereas the Mortgagor justly indebted to the Mortgagee, as is evidenced by a certain promissory note executed and delivered by the Mortgagor, in favor of the Mortgagee, and bearing even date herewith, in the principal sum of **NINE THOUSAND TWO HUNDRED SEVENTY-THREE AND 19/100 Dollars (\$9,273.19)** payable with interest at the rate of **THIRTEEN** per centum (13.0%) per annum on the unpaid balance until paid, and made payable to the order of the Mortgagee at its office at 1700 Hawthorne Lane, West Chicago, Illinois, or at such other place as the holder may designate in writing, and delivered or mailed to the Mortgagor; the said principal and interest being payable in monthly installments of **ONE HUNDRED THIRTY-EIGHT AND 56/100 Dollars (\$138.56)** beginning on the last day of July, 1987 and continuing on the last day of each month thereafter until the note is fully paid, except that the final payment of principal and interest, if not paid sooner, shall be due and payable on the last day of June 1991. Notwithstanding the foregoing, the Mortgagee shall have the right to call the loan at any time, at its sole discretion, after default or breach of any condition herein.

NOW, THEREFORE, the said Mortgagor, to secure the payment of said principal sum of money and said interest and the performance of the covenants and agreements herein contained, does by these presents **MORTGAGE and WARRANT** into the Mortgagee, its successors or assigns, the following described real estate, lying and being in the County of Cook, State of Illinois, to-wit:

PARCEL 1: LOT 247 IN CHERRY BROOK VILLAGE UNIT 4, BEING A PLANNED UNIT DEVELOPMENT IN THE NORTHEAST 1/4 OF SECTION 10, TOWNSHIP 42 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, ACCORDING TO PLAT OF PLANNED UNIT DEVELOPMENT RECORDED ON JUNE 15, 1984, AS DOCUMENT NUMBER 27133962, IN COOK COUNTY, ILLINOIS.

PARCEL 2: EASEMENT FOR INGRESS AND EGRESS OVER AND THROUGH PARCELS 304 THROUGH 310, BOTH INCLUSIVE, IN CHERRY BROOK VILLAGE UNIT 2, APPURTENANT TO PARCEL 1 AS SET FORTH IN THE CHERRY BROOK VILLAGE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS RECORDED APRIL 19, 1984, AS DOCUMENT NUMBER 27052209 AND AS AMENDED BY DOCUMENT NUMBER 27212432.

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THOMAS A. BRUNO AND DEBORAH E. BRUNO, his wife, and WECO CREDIT UNION, a corporation existing under the laws of the State of Illinois, as mortgagee.

WHEREAS the Mortgagee has advanced the Mortgagee's funds to the Borrower as is evidenced by a certain promissory note executed and delivered by the Borrower in favor of the Mortgagee, the face of which is in the sum of NINE THOUSAND TWO HUNDRED SEVENTY-THREE AND 19/100 Dollars (\$9,273.19); and

THIRTEEN; and

WHEREAS the Borrower has agreed to pay to the Mortgagee the principal and interest on the above described promissory note in accordance with the terms thereof; and

WHEREAS the Borrower has agreed to execute and deliver to the Mortgagee a certain promissory note in the sum of ONE HUNDRED THIRTY-EIGHT AND 56/100 Dollars (\$138.56); and

WHEREAS the Borrower has agreed to execute and deliver to the Mortgagee a certain promissory note in the sum of NINE THOUSAND TWO HUNDRED SEVENTY-THREE AND 19/100 Dollars (\$9,273.19); and

WHEREAS the Borrower has agreed to execute and deliver to the Mortgagee a certain promissory note in the sum of ONE HUNDRED THIRTY-EIGHT AND 56/100 Dollars (\$138.56); and

WHEREAS the Borrower has agreed to execute and deliver to the Mortgagee a certain promissory note in the sum of NINE THOUSAND TWO HUNDRED SEVENTY-THREE AND 19/100 Dollars (\$9,273.19); and

IN WITNESS WHEREOF, the Borrower has hereunto set his hand and the seal of the Mortgagee this _____ day of _____, 19____.

THOMAS A. BRUNO AND DEBORAH E. BRUNO, his wife, and WECO CREDIT UNION, a corporation existing under the laws of the State of Illinois, as mortgagee.

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PERMANENT INDEX NO.: 02-10-226-021

COMMONLY KNOWN AS: 370 Tanglewood Avenue, Palatine, IL 60067

TOGETHER with all improvements, tenements, hereditaments and appurtenances thereto belonging, and all rents, issues and profits thereof, and all apparatus, equipment, articles, improvements or fixtures used thereon, including (but not limited to) all heating, air conditioning, gas, plumbing and electrical fixtures. All of the foregoing are declared to be a part of said real estate, and are a portion of the security for the indebtedness herein.

TO HAVE AND TO HOLD, 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 said Mortgagor does hereby expressly release and waive.

THE SAID MORTGAGOR covenants and agrees as follows:

(1) To pay said indebtedness, and the interest thereon as herein and in said note or notes provided, or according to any agreement extending time of payment; (2) to pay when due in each year, all taxes and assessments against said premises, and on demand to exhibit receipts therefor; (3) within sixty days after destruction or damage to rebuild or restore all buildings or improvements on said premises that may have been destroyed or damaged; (4) that waste to said premises shall not be committed or suffered; (5) to keep all buildings now or at any time on said premises insured in companies to be selected by the Mortgagee herein, who is hereby authorized to place such insurance in companies acceptable to the holder of the first mortgage indebtedness, with loss clause attached payable first, to the first Trustee or Mortgagee, and second, to the Mortgagee herein as their interests may appear, which policies shall be left and remain with the said Mortgagee or Trustee until the indebtedness is fully paid; (6) to pay all prior incumbrances, and the interest thereon, at the time or times when the same shall become due and payable. (7) the Mortgagor shall not convey its title or interest to or in all or any part of the mortgaged premises without the written consent of the Mortgagee.

IN THE EVENT of failure so to insure, or pay taxes or assessments, or the prior incumbrances or the interest thereon when due, the Mortgagee or the holder of said indebtedness, may procure such insurance, or pay such taxes or assessments, or discharge or purchase any tax lien or title affecting said premises or pay all prior incumbrances and the interest thereon from time to time; and all money so paid, the Mortgagor agrees to repay immediately without demand, and the same with interest thereon from the date of payment at 13.0 per cent per annum shall be so much additional indebtedness secured hereby.

IN THE EVENT of a breach of any of the aforesaid covenants or agreements the whole of said indebtedness, including principal and all earned interest, shall, at the option of the legal holder thereof, without notice, become immediately due and payable, and with interest thereon from time of such breach at 13.0 per cent per annum, shall be recoverable by foreclosure thereof, or by suit at law, or both, the same as if all of said indebtedness had then matured by express terms.

IT IS AGREED by the Mortgagor that all expenses and disbursements paid or incurred in behalf of plaintiff in connection with the foreclosure hereof - including reasonable attorney's fees, outlays for documentary evidence, stenographer's charges, cost of procuring or completing abstract showing the whole title of said premises embracing foreclosure decree - shall be paid by the Mortgagor; and the like expenses and disbursements, occasioned by any suit or proceedings wherein the Mortgagee or any holder of any part of said indebtedness, as such, may be a party, shall also be paid by the Mortgagor. All such expenses and disbursements shall be an additional lien upon said premises, shall be taxed as costs and included in any decree that may be rendered in such foreclosure proceedings; which proceeding, whether

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2025 RELEASE UNDER E.O. 14176

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decree of sale shall have been entered or not, shall not be dismissed, nor release hereof given, until all such expenses and disbursements, and the costs of suit, including attorney's fees, have been paid. The Mortgagor for the Mortgagor and for the heirs, executors, administrators and assigns of the Mortgagor waives all right to the possession of, and income from, said premises pending such foreclosure proceedings, and agrees that upon the filing of any complaint to foreclose this Mortgage, the court in which such complaint is filed, may at once and without notice to the Mortgagor, or to any party claiming under the Mortgagor, appoint a receiver to take possession or charge, of said premises with power to collect the rents, issues and profits of the said premises.

IT IS FURTHER AGREED that the Mortgagor shall have the privilege of prepaying the principal sum in whole or in part at any time from the date hereof.

THIS MORTGAGE is subject and subordinate to a mortgage on the above real estate, given by THOMAS A. BRUNO AND DEBORAH E. BRUNO, his wife, to ICM MORTGAGE CORPORATION, A CORPORATION OF DELAWARE, dated May 21, 1985 to secure the payment of \$62,250.00 dollars and interest, recorded in the office of the Recorder of Deeds of Cook County, Illinois on May 23, 1985 as Document Number 85-032528.

THE COVENANTS HEREIN CONTAINED shall bind, and the benefits and advantages shall inure, 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 use of gender shall include all genders, and the term "Mortgagee" shall include any payee of the indebtedness hereby secured or any transferee thereof whether by operation of law or otherwise.

WITNESS the hand and seal of the Mortgagor, the day and year first written.

13.00

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X Thomas A. Bruno
X Deborah E. Bruno

STATE OF ILLINOIS)
) SS.
COUNTY OF DU PAGE)

I, JOEL G. FINA, a Notary Public, in and for the county and state aforesaid, do hereby certify that Thomas A. Bruno and Deborah E. Bruno, personally known to me to be the same persons whose names 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 the right of homestead.

GIVEN under my hand and Notarial Seal this 17th day of June, A.D., 1987.

Joel G. Fina

PREPARED BY AND RETURN TO:

LAW OFFICES OF BRUCE R. KELLEY
200 High Street
West Chicago, Illinois 60185
(312) 231-1580



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