

UNOFFICIAL COPY

at _____ o'clock _____ P.M. **87604698**

MORTGAGE _____ Recorder of Deeds

DA 7110452

This Indenture made this 30th day of October A.D. 19 87,
between Paul B. Holmes and Susan C. Holmes, husband and wife, each in his and her own
right and as spouse of the other

of the City of Palatine, County of Cook, and
State of Illinois, individually and collectively called **FIRST PARTY**, and **COMMERCIAL NATIONAL BANK OF PEORIA**,
SECOND PARTY:

WITNESSETH, WHEREAS, the said First Party is justly indebted to the said Second Party in the sum of
\$ 20,000.00 and has agreed to pay the same with interest thereon according to the terms of a certain promissory note of
even date herewith, providing for the payment thereof in installments, the last of which is due and payable the 5th
day of November, 1987. NOW, THEREFORE, The First Party to secure the payment of said Note, according to its
tenor and effect, does by these presents, mortgage and warrant unto Second Party, its successors and assigns, the following
described premises, situated in the County of Cook, and State of Illinois, to-wit:

Lot 4, Block 50 in Arthur T. McIntosh Company's Plum Grove Road Development,
a Subdivision in Sections 22 and 23, Township 42 North, Range 10, East of the Third
Principal Meridian in Cook County, Illinois.

Q70.
02-22-402-004
402,000.00
237 Helen Palatine, et

12.00

COOK COUNTY, ILLINOIS
FILED FOR RECORD

1987 NOV 10 PM 3:02

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hereby releasing and waiving all rights under and by virtue of the Homestead Exemption Law of the State of Illinois.

TOGETHER with all and singular the tenements, hereditaments, easements, appendages and appurtenances thereunto
belonging, and the rents, issues and profits thereof, which are hereby expressly assigned, and also all fixtures and all units and
attachments of every kind now or any time hereafter attached to built-in, or especially designed for use, operation, and occupancy
of the above described real estate, and any and all buildings now or hereafter erected thereon. Such fixtures and units or
attachments, including, but without being limited to, all screens, awnings, storm windows and doors, window shades, inlaid floor
coverings, planted shrubbery and plants, stoves, ranges, refrigerators, boilers, tanks, furnaces, radiators, and all heating, lighting,
plumbing, gas, electric, ventilating, refrigerating, air-conditioning and incinerating equipment of whatsoever kind and nature,
except household furniture not specifically enumerated herein, all of which fixtures and units or attachments are hereby
declared and shall be deemed to be fixtures and accessory to the freehold and a part of the realty as between the parties hereto,
their heirs, executors, administrators, successors and assigns, and all persons claiming by, through or under them and shall be
deemed to be a portion of the security for the indebtedness herein mentioned and to be subject to the lien of this mortgage.

And the said First Party hereby expressly covenants and agrees: To pay the moneys hereby secured as the same become due; Neither to commit nor
permit work on said premises; To pay all taxes and assessments on said premises before delinquency; To keep the premises in good repair; not to suffer any lien
of mechanics, materialmen or others to attach to or remain against said premises; Not to remove or demolish in whole or in part any improvements on the
premises or to permit anything to be done which impairs the value of the premises; To carry insurance on the premises in such sums and in such forms of insurance
as may be required by Second Party, in companies approved by Second Party, policies to be delivered to Second Party, with loss payable to Second Party as its
interest may appear; That in case First Party fails to keep any covenants and agreements herein provided, Second Party at its option may relieve against any
such failure of First Party (without prejudice to the right to mature the indebtedness hereby secured, or to foreclose the lien hereof on account of such default) and
that First Party will repay all moneys disbursed by Second Party, its successors or assigns, or the legal holder of said Note, to protect the lien of this Mortgage,
with interest at _____ per cent per annum, all of which shall become additional indebtedness secured by this Mortgage; That in case any legal proceedings
are instituted wherein the Second Party, its successors or assigns, or the holder of said Note, shall be made a party thereto or shall elect to become a party thereto,
to pay their reasonable costs, charges, expenses and Attorney's Fees, to be fixed by the Court in such proceedings and taxed as costs therein.

THIS DOCUMENT PREPARED FOR THE **COMMERCIAL NATIONAL BANK OF PEORIA**

301 S.W. ADAMS ST. PEORIA, ILL 61631

BOX 933 - TH

Doc. No. _____
Ex'd by _____
Ex'd by _____

Mortgage

COMMERCIAL NATIONAL BANK
OF PEORIA
70

To Secure Loan of \$ _____
Date of 19 _____

STATE OF ILLINOIS
County _____ } SS.

Filed for record in the Recorder's office of
County, Illinois, on this

day of _____ A.D. 19 _____
at _____ o'clock _____ M., and truly recorded in
Book _____ of _____ Page _____
Recorder: _____
By _____ Deputy Recorder.

UNOFFICIAL COPY

Fec. \$ _____ Paid.

Please mail to Commercial National Bank of

PEORIA, 301 S.W. ADAMS STREET

PEORIA, ILLINOIS 61631 when Recorded.

Form 957

who are _____ personally known to me to be the same person _____ whose name _____ signed, sealed and
going instrument, appeared before me this day in person and acknowledged that _____ they
delivered the said instrument as _____ their _____ free and voluntary act, for the purposes therein set forth, including
the release and waiver of the right of homestead.
Given under my hand and Notarial Seal this _____ day of _____ A.D. 19 _____
Notary Public _____

Public in and for said County and State, do hereby certify that _____ Paul B. Holmes and Susan C. Holmes,
husband and wife, each in his and her own right and as spouse of the other _____

STATE OF ILLINOIS } SS.
PEORIA COUNTY }
I, _____ Ellen C. Ryan
_____ a Notary
(SEAL) _____
(SEAL) _____
(SEAL) _____
(SEAL) _____
Paul B. Holmes
Susan C. Holmes

Witness the Hands and Seal of the Mortgagors the day and year first above written.
Provided Always that if the said First Party shall pay the said indebtedness and shall fully keep and perform all of the covenants and agreements
hereinafter expressed, then the Indenture shall be released at the cost of First Party.

Second Party or the legal Holder of the Note may extend the maturity thereof from time to time upon written agreement executed by any mortgagor or his
assign, assign or legal representative, for such further periods upon such terms as may be then agreed upon but no such extension or agreement shall impair
the lien of this Indenture or release any maker of the said Note from personal liability thereon.

Should the First Party sell, transfer or dispose of the mortgaged property, or any part thereof, without the written consent of the Second Party, then said Second Party shall have the right, at its option, to declare all sums secured by the
mortgage to be immediately due and payable.

(1) Amount due upon the indebtedness secured hereby.
(2) Amount due upon any decree entered in any suit foreclosing this mortgage.
(3) Fire and water damage insurance or repairs as aforesaid upon the improvements upon said premises; or
(4) Taxes, special assessments, water rates or any other lien or charge upon said premises that may be or become superior to the lien of this mortgage, or of
any decree foreclosing the same.

It is further covenanted and agreed that upon any such default or breach, the Second Party, in lieu of or in addition to the right of entry as hereinabove
provided, shall have the right to file a complaint in any court having jurisdiction thereof for the foreclosure of this mortgage, and upon the filing of any complaint
for that purpose the court in which said complaint is filed may at any time thereafter, either before or after sale and without notice to the First Party, or any party
claiming under them, and without regard to the then value of said premises, and without requiring any bond from the plaintiff in such proceeding, to enter an
order placing Second Party in possession of the mortgaged premises, or appoint a receiver for the benefit of the legal holder of the indebtedness secured hereby,
with power to collect the rent, issues and profits of said premises during the pendency of such foreclosure suit, and in case of sale and a deficiency, during the full
statutory period of redemption; and the court may from time to time authorize said receiver to apply the net amount remaining in his hands after deducting a
reasonable compensation for the receiver and his attorneys to be allowed by the court in the payment, in whole or in part, of any or all of the following items:

It is Covenanted and Agreed That if default is made in the payment of any interest or principal or in case any tax or assessment is levied by
any governmental authority upon the Second Party or the legal holder of the Note on account of the ownership thereof, or if there shall be a failure to comply
with any and every condition of this Indenture then the whole of the indebtedness secured hereby, including all payments either for taxes, assessments,
insurance premiums, Attorney's Fees, costs, charges, expenses or otherwise, shall at the option of the Second Party, or the legal holder of said Note, become due
and collectible at once by foreclosure or otherwise, and without notice of broken condition, and this Indenture may thereupon be foreclosed to pay the same and
it shall be lawful for the party of the Second Party, or the legal holder of said note, at its option, to enter into and upon the premises hereby granted, or any part
thereof, and to receive all rents, issues and profits thereof, in case of the foreclosure of this Mortgage the Second Party or the holder of said Note shall be allowed
all costs and expenses in that behalf by them laid out at any time before entry of the Final Decree in such suit, whether paid after the commencement of such
suit or otherwise, and the cost of abating the title to said premises and a reasonable Attorney's Fee to be fixed by the Court, whether such action is prosecuted
to Final Decree or not, which several sums may be included in the Decree entered in such foreclosure and taxed as costs.

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