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87628766

M O R T G A G E

THIS INDENTURE is made as of 11-19, 1987, by PAUL E. PELLETIER and LARRAINE S. PELLETIER, married to each other, ("Mortgagors") to the FEDERAL DEPOSIT INSURANCE CORPORATION, a federal corporation ("Mortgagee"), c/o Continental Illinois National Bank and Trust Company of Chicago, as its administrator and not personally, 131 S. LaSalle St., FAA-6th-Clark, Chicago, Illinois 60697.

WITNESSETH:

WHEREAS, Mortgagors and Mortgagee are parties to a certain Settlement Agreement dated 10-19, 1987, (the "Settlement Agreement"); and WHEREAS, one of the Mortgagors has concurrently herewith executed and delivered a promissory note bearing even date herewith ("Note") in the principal sum of EIGHTY-SEVEN THOUSAND FIVE HUNDRED DOLLARS (\$87,500.00), made payable to the order of the Mortgagee in and by which one of the Mortgagors promises to pay the principal sum and interest thereon at the rate and at the times and amounts as provided in the Note, all payments to be applied first to advances hereunder, then to interest, and the balance to principal until the indebtedness is paid in full. The indebtedness is payable at such place as the holder of the Note may, from time to time, in writing appoint, and in absence of such appointment, then at Continental Illinois National Bank & Trust Company of Chicago, 231 South LaSalle Street, Chicago, Illinois, 60697;

NOW, THEREFORE, the Mortgagors, to secure the payment of all sums payable under the Note and all sums payable in accordance with the terms, provisions and limitations of this mortgage and the performance of the covenants and agreements herein contained by the Mortgagor to be performed, and also in consideration of the sum of Ten Dollars (\$10.00) in hand paid, the receipt of which is hereby acknowledged, do, by these presents MORTGAGE, WARRANT, GRANT, REMISE, RELEASE, ALIEN and CONVEY unto the Mortgagee, its successors and assigns, the following described real estate and all of its estate, right, title and interest therein, situate, lying and being in Bartlett, County of Cook, State of Illinois, to-wit:

(SEE EXHIBIT 1 ATTACHED HERETO AND MADE A PART HEREOF)

commonly known as 8 North 176 Naperville Road, Bartlett, Illinois, permanent real estate index nos. 06-33-301-007; 06-33-301-008; 06-33-301-008; and 06-33-301-009, which, with the property hereinafter described, is referred to herein as the "premises",

TOGETHER with all buildings, improvements, tenements, eas-

This instrument was prepared by and upon recording should be returned to:

James B. Fadim, Esq.
Portes, Sharp, Herbst & Kravets, Ltd.
333 West Wacker Drive, Suite 500
Chicago, Illinois 60606

EXHIBIT C

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ments, fixtures, and appurtenances thereto belonging, and all rents, issues and profits thereof 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 shades, awnings, venetian blinds, screens, screen doors, storm doors and windows, stoves and ranges, curtain fixtures, partitions, attached floor covering, now or hereafter therein or thereon and all fixtures, apparatus, equipment or articles now or hereafter therein or thereon used to supply heat, gas, air conditioning, water, light, power, sprinkler protection, waste removal, refrigeration (whether single units or centrally controlled), and ventilation, including (without restricting the foregoing): all washing machines, clothes dryers, waste disposal units, attached fans, ducts, automatic dishwashers, and radio and television aerials, and it being understood that the enumeration of any specific articles of property shall in no wise exclude or be held to exclude any items of property not specifically mentioned. All of the land, estate and property hereinabove described, real, personal and mixed, whether or not affixed or annexed (except where otherwise hereinabove above specified) and all rights hereby conveyed and mortgaged are intended so to be as a unit and are hereby understood, agreed and declared to form a part and parcel of the real estate and to be appropriated to the use of the real estate, and shall for the purposes of this mortgage be deemed to be real estate and conveyed and mortgaged hereby.

TO HAVE AND TO HOLD the premises unto the said Mortgagee, its successors and assigns, forever, for the purposes and uses herein set forth, free from all rights and benefits under any statute of limitation and under the Homestead Exemption Laws of the State of Illinois, and all other exemptions contained in Ill. Rev. Stat. ch. 110 sec. 12-101 et seq., which said rights and benefits the Mortgagors do hereby expressly release and waive.

IT IS FURTHER UNDERSTOOD AND AGREED THAT:

1. Maintenance, Repair and Restoration of Improvements, Payment of Prior Liens, Etc. Mortgagors shall (a) promptly repair, restore or rebuild any buildings or improvements now or hereafter on the premises which may become damaged or be destroyed; (b) keep said premises in good condition and repair, without waste, and free from mechanics' liens or other liens or claims for lien not expressly subordinated to the lien hereof; (c) 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 Mortgagee; (d) complete within a reasonable time any building or buildings now or at any time in process of erection upon said premises; (e) comply with all requirements of law, municipal ordinances, or restrictions of record with respect to the premises and the use thereof; (f) make no material alterations in said premises except as required by law or municipal ordinance; (g) not use or suffer or permit use of the premises for any purpose other than single family occupancy, or as a model for such use without Mortgagee's written consent; (h) initiate or acquiesce in no zoning reclassification, without Mortgagee's written consent; (i) pay each item of indebtedness secured by this mortgage when due according to the terms hereof or of the Note and the Settlement Agreement; and (j) appear in and defend any proceeding which in the opinion of the Mortgagee affects its security hereunder, pay all costs, expenses and attorneys' fees incurred or paid by the Mortgagee in any proceeding in which Mortgagee may participate in any capacity by reason of this mortgage.

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2. Sale or Transfer of Premises or Interest Therein. Mortgagors agree and understand that it shall constitute an event of default under this mortgage, the Note and the Settlement Agreement entitling Mortgagee to exercise the remedies herein and in the Note and Settlement Agreement if, the Mortgagors shall transfer, sell, or convey title to, or otherwise suffer or permit any equitable or beneficial interest in the premises to become vested in any person or persons, firm or corporation or other entity recognized in law or equity other than the Mortgagors or (b) any articles of agreement for deed or other installment contract for deed, title or beneficial interest or land contract in the premises are entered into.

3. Payment of Taxes. Mortgagors shall pay when due and 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 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.

4. Insurance. Mortgagors shall maintain and pay in a timely manner the premiums for all insurance coverage required under the Settlement Agreement.

5. Tax and Insurance Deposits. If taxes, assessments or insurance premiums as required to be paid hereunder are not so paid, then in order to more fully protect the security of this mortgage and to provide security to the Mortgagee for payment of such taxes, assessments and premiums, Mortgagors agree to pay on demand to Mortgagee, payment in an amount reasonably estimated by Mortgagee so as to provide for the payment of such taxes, assessments, and premiums; provided, however, that Mortgagors shall not be required to make any such deposit if it is required to do so under the terms of any mortgage to which the lien of this mortgage is subordinate as provided in the Settlement Agreement.

It is understood and agreed (a) that said deposits shall bear no interest and (b) that Mortgagee at its option may, if Mortgagors fail to make any deposit required hereunder, use deposits for one item for the payment of another item then due and payable. All such deposits shall be held in escrow by Mortgagee and shall be applied by Mortgagee to the payment of the said taxes, assessments and premiums when and as the same become due and payable. Failure to pay any of the aforesaid deposits for 10 days after demand therefor shall be an event of default under this Mortgage and under the Note and Settlement Agreement in which event all remedies under this Mortgage, the Note and the Settlement Agreement may be immediately exercised by the Mortgagee and, further, all moneys on hand in the deposit fund may, at the option of Mortgagee, be applied in reduction of the indebtedness under the Note secured by this Mortgage. Mortgagee shall not be required to make payments for which insufficient funds are on deposit with the Mortgagee.

Upon an assignment of this Mortgage, Mortgagee shall have the right to pay over the balance of such deposits in its deposits in its possession to the assignee and Mortgagee shall thereupon be completely released from all liability with respect to such deposits and Mortgagors shall look solely to the assignee or transferee with respect thereto.

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6. Mortgagee's Right to Act; Advances. If Mortgagors or either of them fail to perform any monetary or other obligation under the Note as hereunder or shall commit or permit waste, or if there be commenced any action or proceeding affecting the premises or the title thereto, then Mortgagee, at its option, may perform such obligation, with right of subrogation thereunder, may procure such abstracts or other evidence of title as it deems necessary, may make such repairs and take such steps as it deems advisable to prevent or cure such waste, and may appear in any such action or proceeding and retain counsel therein, and take such action therein as Mortgagee deems advisable, and for any of such purposes Mortgagee may advance such sums of money as it deems necessary. Mortgagee 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 connection 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 upon demand with interest thereon at the rate of Default Interest as that term is defined in the Note. Mortgagors agree that nothing herein contained shall be construed as requiring the Mortgagee to advance monies or perform any of Mortgagors' obligations and the Mortgagee shall not incur any liability for omitting to do so.

Mortgagee in making any payment hereby authorized may do so according to any bill, statement or estimate procured from the appropriate public office or vendor without inquiry into the accuracy of such bill, statement or estimate or into the validity of any tax, assessment, insurance premiums, sale, forfeiture, tax lien or title or claim thereof and may purchase, discharge, compromise or settle any other prior lien, without inquiry as to the validity or amount of any claim for lien which may be asserted.

7. Adjustment of Losses with Insurer and Application of Proceeds of Insurance. If Mortgagors are in default of any of their obligations hereunder or under the Note or Agreement and an insured loss occurs, the Mortgagee (or after entry of decree of foreclosure, purchaser at the sale, or the decree creditor, as the case may be) is hereby authorized either (a) to settle, collect, compromise and adjust, in its discretion any claim under such insurance policies without consent of Mortgagors, or (b) to allow mortgagors to agree with the insurance company or companies on the amount to be paid upon the loss. In either case Mortgagee is authorized to collect and receipt for any such insurance money up to the total amount then payable under the Note. Mortgagors agree to sign, upon demand by Mortgagee, all receipts, vouchers and releases required of them by the companies.

In the case of loss after foreclosure proceedings have been instituted, the proceeds of any such insurance policy or policies, if not applied as aforesaid, shall be used to pay the amount due in accordance with any decree of foreclosure that may be entered in any such proceedings, and the balance, if any, shall be paid to the owner of the equity of redemption if he shall then be entitled to the same or as the court may direct.

8. Prepayment Privilege. Mortgagors may prepay all or any part of the sums payable under the Note at any time prior to the Maturity without premium or penalty.

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9. Effect of Extensions of Time. If the payment of said indebtedness or any part thereof be extended or varied or if any part of the security be 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.

10. Effect of Changes in Laws Regarding Taxation. In the event of the enactment after this date of any law of the state in which the premises are located deducting from the value of land for the purpose of taxation any lien hereon, 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 laws relating to the taxation of mortgages or debts secured by mortgages or the mortgagees 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; unless, in the opinion of counsel for the Mortgagee, it might be unlawful to require Mortgagors to make such payment.

11. Acceleration of Indebtedness in Case of Default. If, Mortgagors shall default in the performance of any of their respective obligations hereunder, under the Note or under the Settlement Agreement and such nonperformance shall continue for ten (10) days after notice thereof to Mortgagors, Mortgagee may, in its sole discretion, declare all indebtedness secured hereby immediately due and payable.

12. Foreclosure; Expense of Litigation. When the indebtedness hereby secured, or any part thereof shall become due, whether by acceleration or otherwise, Mortgagee shall have the right to foreclose the lien hereof for such indebtedness or part thereof. 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, 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, title searches and examinations, title insurance policies, Torrens certificates, and similar data and assurances with respect to title as Mortgagee may deem 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, and such expenses and fees as may be incurred in the protection of said premises and the maintenance of the lien of this mortgage, including the fees of any attorney employed by Mortgagee in any litigation or proceeding affecting this mortgage, the note or said premises, including probate and bankruptcy proceedings, or in preparations for the commencement or defense of any proceeding or threatened suit or proceedings, whether or not actually commenced, shall be immediately due and payable by Mortgagors, with interest thereon at the rate applicable to the indebtedness secured by this mortgage and the same shall be secured by this mortgage.

13. Application of Proceeds of Foreclosure Sale. 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 mentioned 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 Mortgagor, its successors or assigns, as their rights may appear.

14. Appointment of Receiver. 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 Mortgagor 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 hereunder or any holder of the Note 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 Mortgagor, 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: (a) 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; and (b) the deficiency in case of a sale and deficiency.

15. Mortgagee's Right of Possession in Case of Default. In any case in which under the provisions of this mortgage the Mortgagee has a right to institute foreclosure proceedings, whether before or after the whole principal sum secured hereby is declared to be immediately due as aforesaid, or whether before or after the institution of legal proceedings to foreclose the lien hereof or before or after sale thereunder, forthwith, upon demand of Mortgagee, Mortgagor shall surrender to Mortgagee and Mortgagee shall be entitled to take actual possession of the premises or any part thereto personally, or by its agents or attorneys, as for condition broken, and Mortgagee in its discretion may, with or without force and with or without process of law, enter upon and take and maintain possession of all or any part of said premises, together with all documents, books, records, papers and accounts of the Mortgagor or then owner of the premises relating thereto, and may exclude the Mortgagors, their agents or servants, wholly therefrom and may as attorney in fact or agent of the Mortgagors, or in its own name as Mortgagee and under the powers herein granted, hold, operate, manage and control the premises and conduct the business, if any, thereof, either personally or by its agents, and with full power to use such measures, legal or equitable, as in its discretion or in the discretion of its successors or assigns may be deemed proper or necessary to enforce the payment or security of the avails, rents, issues, and profits of the premises, including actions for the recovery of rent, actions in forcible detainer and actions in distress for rent, hereby granting full power and autho-

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erty to exercise each and every of the rights, privileges and powers herein granted at any and all times hereafter, without notice to the Mortgagors, and with full power to cancel or terminate any lease or sublease for any cause or on any ground which would entitle Mortgagors to cancel the same, to elect to disaffirm any lease or sublease made subsequent to this mortgage or subordinated to the lien hereof, to make all necessary or proper repairs, decorating, renewals, replacements, alterations, additions, betterments and improvements to the premises as to it may seem judicious, insure and reinsure the same and all risks incidental to Mortgagee's possession, operation and management thereof and to receive all of such avails, rents, issues and profits.

The Mortgagee shall not be obligated to perform or discharge, nor does it hereby undertake to perform or discharge, any obligation, duty or liability under any leases, and the Mortgagors shall and do hereby agree to indemnify and hold the Mortgagee harmless of and from any and all liability, loss or damage which they may or might incur under said leases or under or by reason of the assignment thereof and of and from any and all claims and demands whatsoever which may be asserted against them by reason of any alleged obligations or undertakings on their part to perform or discharge any of the terms, covenants or agreements contained in said leases. Should the Mortgagee incur any such liability, loss or damage, under said leases or under or by reason of the assignment thereof, or in the defense of any claims or demands, the amount thereof, including costs, expenses and reasonable attorneys' fees, shall be secured hereby, and the Mortgagors shall reimburse the Mortgagee therefor immediately upon demand.

16. Application of Income Received by Mortgagee. The Mortgagee in the exercise of the rights and powers hereinabove conferred upon it by paragraph 15 hereof shall have full power to use and apply the avails, rents, issues and profits of the premises to the payment of or on account of the following, in such order as the Mortgagee may determine:

(a) to the payment of the operating expenses of said property, including cost of management and leasing thereof (which shall include reasonable compensation to the Mortgagee and its agent or agents, if management be delegated to an agent or agents, and shall also include lease commissions and other compensation and expenses of seeking and procuring tenants and entering into leases), established claims for damages, if any, and premiums on insurance hereinabove authorized;

(b) to the payment of taxes and special assessments now due or which may hereafter become due on said premises;

(c) to the payment of all repairs, decorating, renewals, replacements, alterations, additions, betterments, and improvements of said premises, including the cost from time to time of installing or replacing refrigeration and gas or electric stoves therein, and of placing said property in such condition as will, in the judgment of the Mortgagee, make it readily rentable;

(d) to the payment of any indebtedness secured hereby or any deficiency which may result from any foreclosure sale.

17. Mortgagee's Right of Inspection. Mortgagee shall have the right to inspect the premises at all reasonable times and access thereto shall be permitted for that purpose.

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18. Condemnation. Mortgagors hereby assign, transfer and set over unto Mortgagee the entire proceeds of any award or any claim for damages for any of the mortgaged property taken or damaged under the power of eminent domain or by condemnation. Mortgagee may elect to apply the proceeds of the award upon or in reduction of the indebtedness secured hereby, whether due or not, or to require Mortgagors to restore or rebuild, in which event the proceeds shall be held by Mortgagee and used to reimburse Mortgagors for the cost of the rebuilding or restoring or buildings or improvements on said premises, in accordance with plans and specifications to be submitted to and approved by Mortgagee. In the event Mortgagor is authorized, by Mortgagee's election, as aforesaid, to rebuild or restore, the proceeds of the award shall be paid out in the same manner as is provided in paragraph 8 hereof for the payment of insurance proceeds toward the cost of rebuilding or restoration. If the amount of such award is insufficient to cover the cost of rebuilding or restoration, Mortgagors shall pay such cost in excess of the award, before being entitled to reimbursement out of the award. Any surplus which may remain out of said award after payment of such cost of rebuilding or restoration shall, at the option of Mortgagee, be applied on account of the indebtedness secured hereby or be paid to any other party entitled thereto. In applying the proceeds of any award on account of the indebtedness secured hereby, Mortgagee shall be entitled to collect, out of the proceeds of the award, a premium on the amount prepaid, at the same rate as though Mortgagors had elected at the time of such application of proceeds (or if Mortgagors then have no such election, at the first succeeding date on which Mortgagors could so elect) to prepay the indebtedness in accordance with the terms of the Note secured hereby.

19. Release. Mortgagee shall release this mortgage and the lien thereof by proper instrument upon payment and discharge of all indebtedness secured hereby and payment of a reasonable fee to Mortgagee for the preparation and execution of such release.

20. Notices. All notices, requests, demands and other communications under or in connection with this Agreement shall be in writing and shall be deemed to have been given when the same are deposited in the United States mail, postage prepaid, registered or certified with return receipt requested, addressed as follows:

If to Mortgagee: Federal Deposit Insurance Corporation
c/o Continental Illinois National Bank
& Trust Company of Chicago
231 South LaSalle Street
FAA-6th Clark
Chicago, Illinois 60697
Attn: Carl O. Bruebach

With Copy to: Portes, Sharp, Herbst & Kravets, Ltd.
333 West Wacker Drive
Suite 500
Chicago, Illinois 60606
Attn: James B. Fadim

If to Mortgagors: Mr. and Mrs. Paul E. Pelletier
8 North 176 Naperville Road
Bartlett, Illinois 60103

With Copy to: Ford, Marsch, Rampson & Wilhelm
245 West Roosevelt Road
West Chicago, Illinois 60185
Attn: Donald W. Ford

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21. Waiver of Defense. 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.

22. Waiver of Statutory Rights. Mortgagors shall not and will not apply for or avail themselves of any appraisalment, valuation, stay, extension or exemption laws, or any so-called "MORATORIUM LAWS", now existing or hereafter enacted, in order to prevent or hinder the enforcement or foreclosure of this mortgage, but hereby waives the benefit of such laws. Mortgagors for Mortgagors and all who may claim through or under them waive any and all right to have the property and estates comprising the mortgaged property marshalled upon any foreclosure of the lien hereof and agrees that any court having jurisdiction to foreclose such lien may order the mortgaged property sold as an entirety. MORTGAGORS HEREBY WAIVE AND RELEASE ALL RIGHTS AND BENEFITS UNDER AND BY VIRTUE OF THE HOMESTEAD EXEMPTION LAWS OF THE STATE OF ILLINOIS AND ANY OTHER EXEMPTIONS UNDER ILL.REV.STAT. CH. 110 SEC. 12-101 ET. SEQ.

23. Mortgagee's Lien for Service Charges and Expenses. At all times, regardless of whether any loan proceeds have been disbursed, this mortgage secures (in addition to any loan proceeds disbursed from time to time) the payment of any and all loan commissions, service charges, liquidated damages, expenses and advances due to or incurred by the Mortgagee in connection with the loan to be secured hereby, all in accordance with the application and loan commitment issued in connection with this transaction.

24. Cumulative Rights. Each right, power and remedy herein conferred upon the Mortgagee is cumulative of every other right or remedy of the Mortgagee, whether herein or by law conferred, and may be enforced concurrently therewith.

25. Binding on Successors and Assigns. This mortgage and all of the provisions and conditions contained herein shall extend to and be binding upon all persons or entities claiming under or through the Mortgagor. 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.

26. Captions. The captions and headings of various paragraphs of this mortgage are for convenience only and are not to be construed as defining or limiting, in any way, the scope or intent of the provisions hereof.

27. Governing Law. This Mortgage shall be governed by and construed in accordance with the laws of the State of Illinois, its place of execution.

IN WITNESS WHEREOF, the Mortgagors have executed this mortgage, the day and year first above written.

Paul E. Pelletier
PAUL E. PELLETIER

Lorraine S. Pelletier
LARRAINE S. PELLETIER

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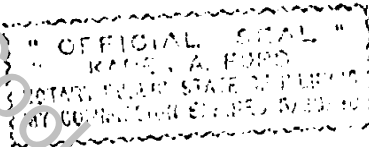
STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I, KAREN A. FORD, a Notary Public in and for the County and State aforesaid, do hereby certify that PAUL E. PELLETIER and LARRAINE S. PELLETIER are personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act and as the free and voluntary act for the uses and purposes therein set forth.

GIVEN my hand and notarial seal this 19th day of November, 1987.

Karen A Ford
Notary Public

My Commission Expires:



DEPT-01 RECORDING 122.40
T#1111 TRAN 6473 11/24/87 13:33:09
#5141 W A * -07-628766
COOK COUNTY RECORDER

87628766 87628766

LEGAL DESCRIPTION:

PARCEL 1:

Part of the East half of the South West quarter of Section 33, Township 41 North, Range 9 East of the Third Principal Meridian, described as follows:

Commencing at the South East corner of said East half of the South West quarter of said Section 33; thence Westerly along the Southerly line of said Section 33, 700 feet; thence Northerly parallel with the East line of said East half, 800 feet for a place of beginning; thence Easterly parallel with the Southerly line of said East half along the North line of the real estate conveyed to William Walker by Deed recorded on May 25, 1948 as Document No. 14322367, 610 feet to the center line of a private easement (being 20 feet in width, the center line of which is described as follows:

Commencing at the South East corner of the East half of the South West quarter of Section 33, Township 41 North, Range 9 East of the Third Principal Meridian, thence North Along the East line of thence North along the East line of said East half 986 feet to the center line of public highway; thence North 69 degrees, 11 minutes, West 66.9 feet along the center line of said public highway for a place of beginning; thence South 6 degrees, 24 minutes, West 216.2 feet; thence Southerly on a curve to the right having a radius of 340 feet for a distance of 154.3 feet; thence South 32 degrees, 24 minutes West 84.1 feet; thence Southerly on a curve to the left having a radius of 155 feet, a distance of 80.5 feet; thence Southerly on a curve to the right, having a radius of 90 feet for a distance of 83.1 feet; thence Westerly on a curve to the right having a radius of 40 feet for a distance of 47.9 feet to a point on a line 300 feet West of the East line of the said South West quarter and 437.2 feet North of the South line of said South West quarter; thence North 6 degrees, 24 minutes, East 216.2 feet along the center line of the easement described to the center line of public highway; thence North 69 degrees 50 minutes, West 267.3 feet along said center line of said public highway; thence North 60 degrees, 7 minutes West 435.9 feet along said center line of said public highway to a point on a line parallel with and 700 feet West of the East line of said East half; thence Southerly parallel with the Easterly line of said East half 328.6 feet to the place of beginning, in Cook County, Illinois.

PARCEL 2: Continued...

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Legal Description - Continued...

PARCEL 2:

Part of the East half of the South West quarter of Section 33, Township 41 North, Range 9 East of the Third Principal Meridian, described as follows:

Commencing at the South East corner of the said East half of the South West quarter of said Section 33, thence Westerly along the Southerly line of said Section 33, 700 feet; thence Northerly parallel with the Easterly line of said East half, 600.0 feet for a place of beginning; thence Northerly parallel with the said Easterly line 200 feet; thence Easterly parallel with the Southerly line of the said East half, 610 feet to the center line of a private easement (being 20 feet in width the center line which is described as follows:

Commencing at the South East corner of the East half of the South West quarter of Section 33, Township 41 North, Range 9 East of the Third Principal Meridian, thence North along the East line of said East half 986.0 feet to the center line of public highway; thence North 69 degrees, 11 minutes West 66.9 feet along the center line of said public highway for a place of beginning; thence South 6 degrees, 24 minutes West 216.2 feet; thence Southerly on a curve to the right having a radius of 340.0 feet, for a distance of 154.3 feet; thence South 32 degrees, 24 minutes West 84.1 feet; thence Southerly on a curve to the left having a radius of 155.0 feet, a distance of 80.5 feet; thence Southerly on a curve to the right, having a radius of 90.0 feet for a distance of 83.1 feet; thence Westerly on a curve to the right having a radius of 40.0 feet for a distance of 47.9 feet to a point on a line 300.0 feet West of the East line of said South West quarter, and 437.2 feet North of the South line of the said South West quarter; thence Southerly and Westerly along the center line of the easement described above to a point on a line 300 feet West of the East line of said East half of said South West quarter, 437.2 feet North of the South line of the said East half of the South West quarter of said Section 33; thence North on a said line 44.0 feet to a point 481.2 feet North of the South line of said South West quarter; thence North West 415.3 feet to the place of beginning, all in Cook County, Illinois.

PARCEL 3:

That part of the East half of the Southwest quarter of Section 33, Township 40 North, of Range 9 East of the Third Principal Meridian, described by commencing at the Southeast corner of the East half of the Southwest quarter of said Section 33 and running thence West along the South line of Section 33, 300 feet; thence North parallel with the East line of said East half 437.2 feet for a place of beginning (said point being also the terminus of an easement recorded as document #13896163); thence North 55 degrees 36 minutes West 13.5 feet; thence Northwesterly on a curve to the right having a radius of 260 feet for a distance of 72.1 feet (said point being also the terminus of an easement recorded as Document #13896162); thence Easterly 73.3 feet to a point that is 481.2 feet North of a point that is 300 feet West of the Southeast corner of the East half of the Southwest quarter of said Section 33; thence South 0 degrees 34 minutes West 44 feet, parallel with the East line of said East half, to the place of beginning, in Cook County, Illinois.

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