

87012078

MORTGAGE

This Indenture made this 6th day of November 1986 A.D. 1986by and between Raymond Fabbri and Regina Fabbri, his wife

of the Village of Skokie in the County of Cook State of Illinois,
 hereinbefore referred to as the Mortgagor(s), party of the first part and the Mid-City National Bank of Chicago, a National
 Banking Association organized and existing under and by virtue of the laws of the United States of America and doing
 business and having its principal office in the City of Chicago, County of Cook, State of Illinois, hereinafter called Mortgagee,
 party of the second part, witnesseth:

That whereas Mortgagor(s) (he) (are) justly indebted to the legal holder or holders of (their) (his) principal promissory note of even date in the principal sum of One Hundred Twelve Thousand & 00/100's Dollars
~~(\$112,000.00)~~ payable in installments as follows: One Thousand Seventeen & 75/100's - - - - -
including
Dollars together with interest at the rate of 10.00 % per annum on the unpaid principal balance on the

1st day of each month commencing with the 1st day of January 1987
 for 59 consecutive months and a final payment of One Hundred Six Thousand Four Hundred

Eighty & 71/100's including interest
 Dollars on the 1st day of December 1997, said principal installments bearing
 interest after maturity at the rate of ~~per annum~~ 12.00% per annum and all of said principal and interest payments
 being payable in lawful money of the United States of America at the office of the Mid-City National Bank of Chicago in
 the City of Chicago, State of Illinois.

Now therefore to secure the payment of the said principal and of the said interest and the covenants and agreements
 herein contained, the Mortgagor(s) (do) (make) mortgage and warrant to the Mortgagee the following real estate situated

in the County of Cook in the State of Illinois, to-wit:

PIN # 10-16-210-012 A11 A-A-0 72
 Property Address: 9455 N. LeClaire Avenue, Skokie, IL

Lot 35, (except the south 22 feet thereof), and all of Lot 36 in
Block 6 in John Brown's Niles Center Simpson Street Station
Subdivision, in the North East 1/4 of Section 16, Township 41 North,
Range 13, East of the Third Principal Meridian, in Cook County,
Illinois. ***

DUKES COUNTY RECORDS
 FILED AND INDEXED

1987 JAN - 8 AM 10 13

87012078

13.00

87012078

TOGETHER with all improvements, tenements, easements, fixtures and appurtenances thereto belonging, and all rents, issues and profits thereof, until expiration of statutory period allowed for redemption, whether there be redemption or not, or the issuance of Master's or Commissioner's Deed, whichever occurs last, but if there be no redemption and no such deed be issued until expiration of the statutory period during which it may be issued, together with all apparatus, equipment or articles now or hereafter therein or thereon whether in single units or centrally controlled used to supply heat, gas, air conditioning, water, light, power, refrigeration, ventilation, and any other now or hereafter therein or thereon the furnishing of which by lessors to lessees is customary or appropriate, (whether said premises be now (and) lease or not), including screens, window shades, storm doors and windows, floor coverings, screen doors, in-a-door bolts, swivels, stoves and water heaters. All the foregoing are declared to be a part of said real estate whether physically attached thereto or not. Said rents, issues and profits are pledged primarily on a parity with said real estate and not secondarily, and the pledge thereof shall not be deemed merged in any foreclosure decree.

TO HAVE AND TO HOLD the said property, with said buildings, improvements, fixtures, appurtenances, apparatus and equipment, unto said Mortgagee, its successors or assigns forever, for the uses herein set forth, free from all rights and benefits under the Homestead Exemption Laws of the State of Illinois, which said rights and benefits said Mortgagor(s) (does) (do) hereby release and waive.

A. THE MORTGAGOR COVENANTS:

- (1) To pay said indebtedness and the interest thereon as herein and in said note 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, sewer charges against said property including those heretofore due and to furnish Mortgagee, upon request, duplicate receipts therefor and all such items extended against said property shall be conclusively deemed valid for the purposes of this requirement; (3) To keep the improvements now or hereafter upon said premises insured against damage by fire, windstorm and such other hazards as the Mortgagee may require to be insured against, 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 Mortgagee; such insurance policies shall remain with the Mortgagee during said period or periods, and contain the usual clause making them payable to the Mortgagee; and in case of foreclosure sale payable to the owner of the certificate of sale, owner of any deficiency, any receiver or redemptioner, or any grantee in a Master's or Commissioner's deed; and in case of loss under such policies, the Mortgagee is authorized to adjust, collect and compromise, in its discretion, all claims thereunder and to execute and deliver on behalf of the Mortgagor all necessary proofs of loss, receipts, vouchers, releases and acquittances required to be signed by the insurance companies, and the Mortgagor agrees to sign, upon demand, all receipts, vouchers and releases required of him to be signed by the Mortgagor for such purpose; (4) Immediately after destruction or damage, to commence and promptly complete the rebuilding or restoration of buildings and improvements now or hereafter on said premises, unless Mortgagee elects to apply on the indebtedness secured 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 any mechanic's or other lien or

UNOFFICIAL COPY

MORTGAGE

Box 752

58

To

The Mid-City
National Bank
of Chicago
A Mid-City Bank

Loan No. _____

Reorder's Stamp:

Property of Cook County Clerk's Office

87012078

(7) See Rider Attached.

UNOFFICIAL COPY

87012078

IN WITNESS WHEREOF, we have hereunto set our hand and seals, this 22
day of Nov A.D. 1086

Raymond Fabbri

(SEAL)

Ragina Fabbri

(SEAL)

(SEAL)

(SEAL)

INDIVIDUAL ACKNOWLEDGMENT

State of Illinois } ss.
County of Cook WILL }

I, Mary K. Harris, a Notary Public in and for said County,

In the State aforesaid, DO HEREBY CERTIFY that

Raymond Fabbri and Ragina Fabbri, his wife, personally known to me to be the same person(s) whose name(s) ABD (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 20th day of November

A.D. 10 86

Mary K. Harris
Notary Public



ACKNOWLEDGMENT FOR CORPORATION

State of Illinois } ss.
County of Cook }

I, a Notary Public, in and for the County,

and State aforesaid, DO HEREBY CERTIFY, that

President, and _____ Secretary of the

who are personally known to me to be the same persons

whose names are subscribed to the foregoing _____ as such
President and Secretary, appeared before me this day in person, and acknowledged that they signed, sealed and delivered the said instrument of writing as their free and voluntary act, and as the free and voluntary act of the said

for the uses and purposes therein set forth, and caused the corporate seal of said Company to be thereto attached.

GIVEN under my hand and Notarial Seal, this _____ day of _____

10 _____

Notary Public

My commission expires

87012078

UNOFFICIAL COPY

(5.) That there is no guarantee that the transaction will be made if it does not meet the requirements of any extension of any guarantee held or in accordance with the terms of any guarantee upon which it depends, or if it does not meet the requirements of any extension of any guarantee held or in accordance with the terms of any guarantee upon which it depends.

been advanced to the date of signature at the date hereof, or at a later date, and to secure any other amount or instrument which may be added to the more ~~for~~ independent under the terms of this instrument.

(1) That in case of failure to perform any of the conditions herein, Mortgagor shall pay to the holder of the note or to his order, at any time before or after maturity, the amount due thereon; that in case of non-payment by Mortgagor, the holder may do any of the following:

- a. Call upon the Mortgagor to pay the amount due.
- b. Exercise all the rights and powers given to him by law or by the note.
- c. Apply to a court of competent jurisdiction to have the note declared void, or to have it set aside, or to have it reformed, or to have the amount due paid into the hands of the holder.
- d. Apply to a court of competent jurisdiction to have the note discharged, or to have the amount due paid into the hands of the holder.

B. THE MORTGAGE FURTHER COVENANTS:

claim of law will property be accorded to the lessor; (6) Not to suffer or permit any unlawful use of or any nuisance or damage to the real property by the lessee; (7) To comply with all regulations.

UNOFFICIAL COPY

87012078

RIDER TO MORTGAGE

(7) That in the event the ownership of said property or any part thereof or any beneficial interest or right, either legal or equitable, in said security property or any part thereof becomes vested in a person other than the Mortgagor, the Mortgagee may, without notice to the Mortgagor, deal with such successor or successors' interest with reference to this mortgage, and the debt hereby secured in the same manner as with the Mortgagor, and may forbear to sue or extend time for payment of the debt secured hereby without discharging or, in any way affecting the liability of the Mortgagor hereunder, or upon the debt hereby secured; or the Mortgagee or holder hereof may, at its sole and exclusive option, declare the entire balance due under the terms of the corresponding note payable upon demand and make such demand in writing upon the Mortgagor herein. It being the intention of the parties hereto to accelerate the entire debt evidenced by the Note and the Mortgage securing the debt created hereby in the event of a transfer or sale of any interest in the security property.

87012078

UNOFFICIAL COPY

Property of Cook County Clerk's Office