

UNOFFICIAL COPY

Continental Illinois National Bank
60 N. LaSalle Street
Chicago, Illinois 60602

22 N. LaSalle St., Ste. 1
Chicago, IL 60601

Reference No. 102
Attorney Jean M. Lamberth

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MORTGAGE

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This MORTGAGE is made 13th day of March, 1987, by and between F. X. McNamee, Jr. and Linda K. McNamee, His wife, hereinafter referred to as "the Borrower", and Continental Illinois National Bank and Trust Company of Chicago, Illinois, hereinafter referred to as "the Lender".
The Borrower and Continental Illinois National Bank and Trust Company of Chicago, Illinois, do hereby agree to enter into this Agreement, and to make a mortgage loan to the Borrower in the amount of \$125,000.00, the principal sum of which shall be paid by the Borrower to the Lender in monthly installments of principal and interest, plus taxes and insurance charges, plus other amounts due under this Agreement, plus attorney's fees and costs of collection, plus expenses of foreclosing or collecting the same, and all other amounts due under this Agreement.
The Borrower agrees to pay to the Lender, monthly, beginning on the 1st day of each month, during the term of this Agreement, the principal amount of \$1,000.00, plus interest thereon at the rate of 10% per annum, plus taxes and insurance charges, plus other amounts due under this Agreement, plus attorney's fees and costs of collection, plus expenses of foreclosing or collecting the same, and all other amounts due under this Agreement.
The Borrower agrees to pay to the Lender, monthly, beginning on the 1st day of each month, during the term of this Agreement, the principal amount of \$1,000.00, plus interest thereon at the rate of 10% per annum, plus taxes and insurance charges, plus other amounts due under this Agreement, plus attorney's fees and costs of collection, plus expenses of foreclosing or collecting the same, and all other amounts due under this Agreement.
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Lot 26 in Central Road Acres 2nd Addition, Being a Subdivision of the West 1/2 (Except the East 333 Feet Thereof) of the North West Fractional 1/4 of Section 10, Township 41 North, Range 12 East of the Third Principal Meridian, According to the Plat Thereof Recorded July 24, 1947 as Document Number 14107911 in Cook County, Illinois.

PTN: 09-10-105-011-7000 C.R.

9524 Oak Place, Des Plaines, Illinois 60016

The present legal address of the property is 9524 Oak Place, Des Plaines, Illinois 60016. The property described in the Deed is herein referred to as "the Property". All covenants and restrictions contained in the Deed shall apply to the Property. All easements, rights-of-way, and other rights and interests in the Property, including but not limited to water rights and water supply rights, shall be determined by the Deed, unless otherwise provided in the Deed. Any easement or right-of-way in the Property shall be subject to the terms and conditions set forth in the Deed.

Representations and Warranties: The Borrower represents and warrants that the property described in the Deed is free from all liens, encumbrances, and other claims and charges, except those set forth in the Deed.

Agreement to Pay: The Borrower agrees to pay to the Lender, monthly, beginning on the 1st day of each month, during the term of this Agreement, the principal amount of \$1,000.00, plus interest thereon at the rate of 10% per annum, plus taxes and insurance charges, plus other amounts due under this Agreement.

Promises and Agreements:
Payment of Principal and Interest: The Borrower promises to pay to the Lender, monthly, beginning on the 1st day of each month, during the term of this Agreement, the principal amount of \$1,000.00, plus interest thereon at the rate of 10% per annum, plus taxes and insurance charges, plus other amounts due under this Agreement.
Application of Payments: The Borrower promises to apply all payments received under this Agreement to the principal amount of the Mortgage, plus interest thereon at the rate of 10% per annum, plus taxes and insurance charges, plus other amounts due under this Agreement, plus attorney's fees and costs of collection, plus expenses of foreclosing or collecting the same, and all other amounts due under this Agreement.

Prior Encumbrances: The Borrower certifies that no prior encumbrances exist on the property described in the Deed, except those set forth in the Deed.

Liens: The Borrower certifies that no liens exist on the property described in the Deed, except those set forth in the Deed.

Taxes and Assessments: The Borrower certifies that no taxes or assessments are levied against the property described in the Deed, except those set forth in the Deed.

Hazard Insurance: The Borrower certifies that no hazard insurance exists on the property described in the Deed, except those set forth in the Deed.

Insurance Premiums: The Borrower certifies that no insurance premiums are being paid on the property described in the Deed, except those set forth in the Deed.

Use, Preservation and Maintenance of Property: The Borrower certifies that no use, preservation, or maintenance of the property described in the Deed is being conducted in violation of any laws or regulations.

Protection of Lender's Security: The Borrower certifies that no security interest exists in the property described in the Deed, except those set forth in the Deed.

Waiver of Right to Foreclose: The Borrower waives the right to foreclose on the property described in the Deed, except those set forth in the Deed.

Inspection: The Borrower certifies that no inspection has been made of the property described in the Deed, except those set forth in the Deed.

Condemnation: The Borrower certifies that no condemnation proceedings have been filed against the property described in the Deed, except those set forth in the Deed.

Continuation of our Obligation: Performance by Lender Not a Waiver: Remedies Cumulative: The Borrower agrees that the Lender may exercise any remedy available to the Lender under this Agreement, and that the exercise of one remedy does not preclude the exercise of another.

Successors and Assigns Bound: Joint and Several Liability: Contractors: The Borrower agrees that any successor or assignee of the Borrower shall be bound by the terms of this Agreement.

Notice: The Borrower agrees to give notice to the Lender of any change in the address or name of the Borrower, and to give notice to the Lender of any change in the address or name of the Borrower.

Governing Law: Separability: The Borrower agrees that the validity and construction of this Agreement shall be governed by the laws of the State of Illinois, except to the extent that the law of another state applies by virtue of the Uniform Commercial Code.

Entire Agreement: The Borrower certifies that this Agreement contains the entire agreement between the parties hereto, and that no representations or warranties have been made to the Borrower except as set forth in this Agreement.

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