CAUTION. Consult a lawyer before using or acting under this form. Neither the publisher nor the seller of this form makes any warranty with respect thereto, including any warranty of merchantability or fitness for a particular purpose

THE MORTGAGOR DAVID M. BERLINGHOF, married. to CYNTHIA T. BERLINGHOF Village of Wilmette of the in the County of and State of Illinois Cook , Mortgage and Warrant to Cargill, Inc., a Delaware Corporation County of HENNEPIN of the City of Minnetonka and State of Minnesota to secure the payment of ... a certain promissory note *, executed by the mortgagor ..., bearing even date herewith, payable to the order Cargill, Incorporated, *said note in the amount of Thirty Four Thousand, Two Hundred Forty Two and 86/100 Dollars (\$34,242.86)

87196830

1751 つけられてROTING \$13 25 2月131 1 7年14(55)、8月14日 日 19 69 69 1月78日 東京 ※一色アー196日恩の 2797 7898日 石(CORDER

Above Space For Recorder's Use Only

the following described real estate, to wit:

THE EAST 50 FEET OF LOT 23 IN KINGS FIELDS, BEING A SUBDIVISION OF THOSE PARTS OF LOTS 2,3 AND 4 LYING WEST OF CENTER LINE OF RIDGE AVENUE OF BARBARA WAGNER'S SUBDIVISION, BEING A SUBDIVISION OF THE SOUTH 50 ACRES OF THE NORTH 60 ACRES OF THE SOUTH WEST 1/4 OF SECTION 28, TOWNSHIP 42 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

see attachment A, attached hereto and incorporated herein by reference.

THIS MORTGAGE IS A SECOND MORTGAGE

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situated in the County of Cook under and by virtue of the Homestead Exem	, in the State of Illinois, hereby releasing and waiving all rights uption Laws of this State.
Permanent Real Estate Index Number(s): Address(es) of real estate:2133_Ches.	05-28-303-018 E C O WY)
Dated this 2nd Please print or type name(s) below signature(s)	day of March 19 87 Della le Belluglio (SEAL) DAVID M. BERLINGHOF (SEAL) CYNTHIA T. BERLINGHOF
	(SEAL)
	(SEAL)

This instrument was prepared by Francis J. Zeman, Jr., 9933 N. Lawler, Skokie, Illinois 60077
(NAME AND ADDRESS)

UNOFFICIAL COPY

STATE OF: Illinois	ss,
COUNTY OF COOK	
	, a Notary Public in and for said County, in the vid M. Berlinghof and Cynthia T.
Berlinghof	
personally known to me to be the same person. w	hose name s are subscribed to the foregoing instrument,
appeared before me this day in person and ackni	owledged that thay signed, sealed and delivered the said
	the uses and purposes therein set forth, including the release and
waiver of the right of homestead.	
Given under my hand and official seal this3	rd day of April 19 87
(Impress Seal Here)	Nancy C. Stalet
Ox	Notary Public
Commission Expires 4/4/87	Many C. Staleh

10.79

MAIL TO: FRANCIS J LEMAN JA. 9433 N LABLLAR SHIRE JSTY SKRIFE, ILL. 60277

Вох

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Real Estate Mortgage
Statutory Form.
TO

GEORGE E. COLE? LEGAL FORMS

UNOFFICIAL COPY

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ATTACHMENT A

Borrower's Copy. Borrower shall be furnished a conformed copy of the Note and of this Mortgage at the time of execution or within a reasonable time after recordation hereof.

Acceleration; Remedies. Upon Rorrower's breach of any covenant or agreement of Borrower in this Mortgage, including the covenants to pay when due any sums secured by this Mortgage, Lender, prior to accelerating the sums secured by this Mortgage, shall mail notice to Borrower by certified mail, addressed to the address of the Mortgaged Property or to such other address as Borrower may have designated in writing to Lender, specifying: (1) the breach; (2) the action required to cure such breach; (3) a date, not less than 30 days from the date the notice is mailed to Borrovet, by which such breach must be cured; and (4) that failure to cure such breach on or before the date specified in the nocice may result in acceleration of the sums secured by this Yortgage and sale of the Mortgaged Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to bring a court action to assist the non-existence of a default or any other defense of Borrower to acceleration and sale. If the breach is not cured on or before the date specified in the notice; Lender, at Lender's option may declare all of the sums secured by this Mortgage to be immediately due and payable without firether demand and may invoke the power of sale hereby granted and any other remedies permitted by applicable law. Zender shall be entitled to collect all reasonable costs and expenses incurred in pursuing the remedies provided in this paragraph, including, but not limited to, resonable attorney's fees.

If Lender invokes the power of sale, Lender shall cause a copy of a notice of sale to be served upon the person, if any, in possession of the Mortgaged Property. Lender shall publish a notice of sale and the Mortgaged Property shall be sold at public auction in the manner prescribed by applicable law. Lender or Lender's designee may purchase the Mortgaged Property at any sale. The proceeds of this sale shall be applied in the following order: (a) to all sums secured by this Mortgage; (b) to all reasonable costs and expenses of the sale, including, but not limited to, reasonable attorney's fees and costs of title evidence; and (c) the excess, if any, to the person or persons legally entitled thereto.