CAUTION. Exhault a lawyer before using or acting under this form. Neither the publisher nor the seller of this formakes any warranty with respect thereto, including any warranty of merchantability or timess for a particular purpo

THE MORTGAGOR DAVID W. BERLINGHOF . married Village of Wilmette of the in the County of und State of Illinois . Mortgage Cargill, Inc., a Delaware Cook and Warrant fo

Corporation of the City of Minnetonka County of HENNEPIN and State of Minnesota

certain promissory note *, executed to secure the payment of ... a

bearing date of February 9, 1979 in the principal amount of Thirteen Thousand and XX/100 Dollars (\$13,000.00)

87196831

PORT-WI RECORDING \$13 25 1前1111 7代中 95% 94/14/87 10 62 00 中732 中中 新一個ア一1968高工 2004 DESTRUCTION OF THE CORDER

Above Space For Recorder's Use Only

the following described real estate, to-wit:

THE EAST 50 FEET OF LO. 12 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



situated in the County of under and by virtue of the Homes	Cook tead Exempt	ion Laws of th	is State.	-	releasing and waivi	ng all rights
Permanent Real Estate Index Number(s):		05-28	-303-018	EC0	wn	
Address(es) of real estate: 21	33 Chestn	ut Avenu e.	Wilmette.	. llinols 6	0091	
Dated th Please print or type name(s) below signature(s)	is 2nd	. day of	Censer)	ne Bereingh M. BERLINGH A. T. BERLIN		(SEAL) -
						(SEAL)
This instrument was prepared by	Francis	J. Zeman,	Jr., 9933	3 N. Lawler	, Skokie, Illi	nois 6007

UNOFFICIAL COPY

STATE OF Illinois	SS.
COUNTY OF COOK	
I, Nancy C. Walsh	a Notary Public in and for said County, in the
State aforesaid, DO HEREBY CERTIFY that	avid M. Berlinghof and Cynthia T.
Berlinghof	1
personally known to me to be the same person.s. w	whose name_s are_ subscribed to the foregoing instrument,
appeared before me this day in person and ackn	owledged that .thay signed, sealed and delivered the said
instrument as a 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 hind and official seal this	3rd day of April , 19 87.
(Impress Seel Here)	
	Maney C Stalet
Commission Expires 4/4/87	Notary Public
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87196831

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MAIL &

FRANCIS J. ZEMON, TR. 9933 N LAWLER STIRSST SLOK'E, ILL. 62077 M.VIL TO:

GEORGE E. COLE® LEGAL FORMS

Box

Real Estate Mortgage Statutory Form.

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UNOFFICIAL COPY

37195331

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 Borrower's breach of any covenant or agreement of Borrower in this Mortgage, including the covenants to pay when due any sums secured by this fortgage, 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 of 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 Borrower, by which such breach must be cured; and (4) that failure to bure such breach on or before the date specified in the notice may result in acceleration of the sums secured by this Mortgage 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 assert the non-existence of a default or any other defense of Borrower to acceleration and sale. If the nreach 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 further demand and may invoke the power of sale hereby granted and any other remedies permitted by applicable law. Lender shall be entitled to collect all reasonable costs and expenses incurred in pursuing the remedies provided in this paragraph, including, but not limited to, reakonable 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.