

MORTGAGE

THE UNDERSIGNED, **VINCENT FIORE and ROSARIA FIORE, his wife** *MKA* Rosaria Gallo  
of \_\_\_\_\_, County of **Cook**, State of **Illinois**, hereinafter  
referred to as the Mortgagor, does hereby mortgage and warrant to THE FIRST NATIONAL BANK OF NILES, a  
national banking association having its principal office in the Village of Niles, County of Cook, State of Illinois,  
hereinafter referred to as the Mortgagee, the following real estate in the County of **Cook**, in the State  
of **Illinois**, to wit:

**PARCEL 1:** That part of Lot 1 in Laurel Estates Subdivision, being a  
Subdivision of part of the South East Quarter of the North East Quarter  
of Section 22, Township 41 North, Range 11 East of the Third Principal  
Meridian, in Cook County, Illinois, described as follows: All that  
part lying West of the East 48.71 feet, as measured along the North and  
South lines thereof, of a tract of land being that part of the Lot 1 in  
Laurel Estates Subdivision, being a Subdivision of part of the South  
East Quarter of the North East Quarter of Section 22, Township 41 North,  
Range 11, East of the Third Principal Meridian, described as follows:  
Commencing at the South West corner of said Lot 1; thence due East  
(being an assumed bearing for this legal description) along the South  
line of said Lot 1, 529.07 feet; thence due North, 29.25 feet to a point  
for a place of beginning of the tract of land herein described; thence  
due North, 52.75 feet; thence due East 97.42 feet; thence due South,  
52.75 feet; thence due West, 97.42 feet to the place of beginning, in  
Cook County, Illinois.

**PARCEL 2:** Easements appurtenant to and for the benefit of Parcel 1 as  
set forth in Declaration of Party Wall Rights, Easements, Covenants and  
Restrictions, dated August 12, 1976 and recorded August 13, 1976 as  
Document Number 23597577 and as created by Trustee's Deed from La Salle  
National Bank, a national banking association, as Trustee under Trust  
Agreement dated August 4, 1976 and known as Trust Number 51245 to  
Barbara Sherman, dated April 4, 1977, recorded November 2, 1977 as  
Document Number 24176576 for ingress and egress, in Cook County, Illinois.

PROPERTY ADDRESS: 1709 Victoria, Mt. Prospect, Illinois

PERMANENT INDEX NO. 08-22-203-043 *BGO LJ*  
*204 013*

**PARCEL 3:** Lot Ten (10) in Grennan Heights Subdivision of part of the  
South Half (1/2) of the South Half (1/2) of Section 24, Township 41 North,  
Range 12, East of the Third Principal Meridian, in Cook County, Illinois.

PROPERTY ADDRESS: 8032 North Milwaukee, Niles, Illinois 60648

PERMANENT INDEX NO. 09-24-418-026 *GAOLV*

before any penalty attaches thereto all taxes, special taxes, special assessments, water charges, and taxes on the mortgage and property insurance...  
(1) To keep the improvements now or hereafter upon said premises insured against damage by fire and such other hazards as the Mortgagee may require to be insured against, and to provide public liability insurance and such other insurance as the Mortgagee may require, 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 clauses 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 sale, commissioners, sheriff, 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 Mortgagee all necessary proofs of loss, receipts, vouchers, releases and assignments required to be signed by the insurance companies; and the Mortgagee agrees to sign, upon demand, all receipts, vouchers and releases required of it to be signed by the Mortgagee for such purpose; and the Mortgagee is authorized to apply the proceeds of any insurance claim to the restoration of the property or upon the indebtedness hereby secured in its discretion; but monthly payments shall continue until said indebtedness is paid in full. (2) Immediately after destruction or damage, its commencement 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. (3) To keep said premises in good condition and repair, without waste, and free from any mechanics' or other lien or claim of lien not expressly subordinated to the lien hereof. (4) To comply with the provisions of any lease if this Mortgage is on a leasehold. (5) To perform all obligations under any declaration, covenant, by-law, regulation and constituent documents governing said premises if the Mortgage is on a condominium or a planned unit development. (6) Not to make, suffer or permit any unlawful use of or any nuisance to exist on said property nor to diminish nor impair its value by any act or omission to act. (7) To comply with all requirements of law with respect to mortgage premises and the use thereof. (8) Not to make, suffer or permit, without the written permission of the Mortgagee being first had and obtained, for any use of the property for any purpose other than that for which it is now used, for any alterations, additions, demolition, removal or sale of any improvements, apparatus, appurtenances, fixtures or equipment now or hereafter upon said property, for any purchase on conditional sale, lease or agreement under which title is reserved on the vendor, or any apparatus, fixtures or equipment to be placed in or upon any buildings or improvements on said property, for any sale, assignment or transfer of any right title or interest in and to said property or any portion thereof. (9) To complete within a reasonable time any buildings or improvements now or at any time in process of erection upon the said premises. (10) To appear in and defend any proceeding which in the opinion of the Mortgagee affects its security hereunder, and to pay all costs, expenses and attorney's fees incurred or paid by the Mortgagee in its proceeding in which it may be made a party defendant by reason of this Mortgage.

If the nature of future improvements of the premises herein, Mortgagee may, upon Mortgagee's behalf, do anything as aforesaid, that said Mortgagee may also do any act it may deem necessary to protect the lien hereof; that Mortgagee will repay upon demand any money paid or disbursed by Mortgagee for any of the above purposes and such money together with interest thereon at eight percent per annum shall become so much additional indebtedness secured by this Mortgage with the same priority as the original indebtedness and may be included in any decree enforcing this Mortgage and be paid out of the rents or proceeds of sale of said premises if not otherwise paid; that it shall not be obligatory upon the Mortgagee to inquire into the validity of any lien, encumbrance or claim or advancing money as above authorized, but nothing here contained shall be construed as requiring the Mortgagee to advance any money for any purpose not to do as hereinunder; and the Mortgagee shall incur no personal liability because of anything it may do or omit to do hereunder.

That it is the intent hereof to secure payment of said Note whether the entire amount shall have been advanced to the Mortgagee at the date hereof or a later date, or having been advanced shall have been repaid in part or in whole.

If, in the event the ownership of said property or any part thereof, then, is conveyed to a person other than the Mortgagee, the Mortgagee may, without notice to the Mortgagee, deal with such property in any manner which in reference to this Mortgage and the debt hereby secured, in the same manner as with the Mortgagee, and may foreclose or may extend time for payment of the debt secured hereby, with the same priority as if this was affecting the liability of the Mortgagee hereunder, upon the debt hereby secured.

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F. That time is of the essence hereof, and if default be made in performance of any covenant herein contained or in making any payment under said Note or obligation or any extension or renewal thereof, or if proceedings be instituted to enforce any other lien or charge upon any of said property, or upon the filing of a proceeding in bankruptcy by or against the Mortgagor, or the Mortgagor shall make an assignment for the benefit of his creditors or if his property be placed under control or in custody of any court, or if the Mortgagor abandon any of said property or in the event of the transfer of, or agreement to transfer, any right, title or interest in said property or any portion thereof, or if the Mortgagor fails to complete within a reasonable time, any building or buildings new or at any time in process of erection upon said premises, then and in any of said events, the Mortgagee is hereby authorized and empowered, at its option, and without affecting the lien hereby created or the priority of said lien or any right of the Mortgagor hereunder, to declare without notice all sums secured hereby immediately due and payable, whether or not such default be remedied by the Mortgagor, and apply toward the payment of said Mortgage indebtedness any indebtedness of the Mortgagor to the Mortgagee and the Mortgagee may also immediately proceed to foreclose this Mortgage, and in any foreclosure a sale may be made of the premises en masse without offering the several parts separately. That in the event that the ownership of said property or any part thereof becomes vested in a person other than the Mortgagor and any part of the sums secured hereby remain unpaid, and in the further event that the Mortgagee does not elect to declare such sums immediately due and payable, the Mortgagor shall pay a reasonable fee to the Mortgagee to cover the cost of amending the records of the Mortgagee to show such change of ownership.

F. That upon the commencement of any foreclosure proceeding hereunder, the court in which such bill is filed may, at any time, either before or after sale, and without notice to the Mortgagor, or any party claiming under him, and without regard to the then value of said premises, or whether the same shall then be occupied by the owner of the equity of redemption as a homestead, appoint a receiver with power to manage and rent, and to collect the rents, issues and profits of said premises during the term of such foreclosure suit and the statutory period of redemption, and such rents, issues and profits, when collected, may be applied before as well as after the Master's sale, towards the payment of the indebtedness, costs, taxes, insurance or other items necessary for the protection and preservation of the property, including the expenses of such receivership, or on any deficiency decree, whether there be a decree therefor in personam or not, and if a receiver shall be appointed he shall remain in possession until the expiration of the full period allowed by statute for redemption, whether there be an assignment or not, and until the issuance of deed in case of sale, but if no deed be issued, until the expiration of the statutory period during which it may be made.

And no lease of said premises shall be nullified by the appointment of a receiver, or possession of a receiver, but he may elect to terminate any lease under this lien, either by proceeding to sell or to execute a deed, or by an order of the court, and in such case the receiver shall be deemed to have accepted of the lease, and shall collect said rents, issues and profits together with interest thereon at the rate of 8% per annum, which may be paid or incurred by or on behalf of the Mortgagor, for attorneys' fees, the Mortgagee's appraiser's fees, outlays for exhibits attached to pleadings, documentary and expert evidence, stenographic fees, Master's fees and commissions, court costs, publication costs and costs (which may be estimated as to and include items to be expended after the entry of the decree) of procuring all such abstracts of title, searches, examinations and reports, guaranty policies, Torrens certificates and similar data and assurances with respect to title as the Mortgagee may reasonably require, either to prosecute such suit or to evidence its holders at any sale held pursuant to such decree, the true value of said premises, all of which said amounts together with interest as herein provided shall be immediately due and payable by the Mortgagor in connection with a proceeding which shall be commenced or prosecuted to which either party hereto shall be a party by reason of this Mortgage of the State hereby secured on the premises, from the commencement of any suit for the foreclosure hereof after the accrual of the right to foreclose, whether or not actually commenced, or in preparation for the commencement of any such suit, or in any threatened or contemplated suit or proceeding which sought after the premises, or the security hereon, whether or not actually commenced. In the event of a foreclosure sale of said premises, the first shall be paid out of the proceeds thereof, first of all the amount due to the Mortgagee, the entire indebtedness which is due and payable by the terms hereof or not, and the interest due thereon up to the time of such sale, and the expenses of any such sale, to be paid to the Mortgagor, and the purchaser shall not be obliged to see to the application of the purchase money.

G. In case the mortgaged property or any part thereof, shall be taken by condemnation, the Mortgagee is hereby empowered to perfect and receive in compensation which may be paid for any property taken or for damages to any property not taken, and all condemnation compensation which may be received shall be forthwith applied by the Mortgagee as it may elect, to the immediate reduction of the indebtedness secured hereby, or to the repair and restoration of any property so damaged, provided that the excess over the amount of the indebtedness shall be delivered to the Mortgagor or his executor.

H. All payments, rents, issues and profits of said premises are pledged, assigned and transferred to the Mortgagee, whether now due or hereafter to become due, under or by virtue of any lease or agreement for the use or occupancy of said property or any part thereof, whether then or hereafter made, written or verbal, and it is the intention hereof to pledge said rents, issues and profits, and all other income and profits of said premises, and all such leases and agreements, shall not be deemed merged in any foreclosure decree, and they to establish an absolute transfer and assignment to the Mortgagee of all such leases and agreements, and all the avails thereunder, together with the right in case of default, either before or after foreclosure, to enter upon and take possession of the premises, to manage, maintain and operate said premises or any part thereof, make leases for terms deemed advantageous to the Mortgagee, to collect and receive all such rents, issues and profits, to collect said avails, rents, issues and profits, regardless of when earned, and use such moneys whether legal or equitable as may be deemed proper, first of all to pay thereon, therefrom, through agents or other agents, after or upon said premises, by furnishings and equipment therefor when it deems necessary, purchase adequate fire and extended coverage and other forms of insurance as may be deemed advisable, and to general exercise all powers ordinarily incident to absolute ownership, advance or borrow money necessary for any purpose herein stated to secure which a lien is hereby created on the mortgaged premises and on the income therefrom, which lien is prior to the lien of any other indebtedness hereby secured, and out of the income to make reasonable compensation for itself, pay insurance premiums, taxes and assessments, and all expenses of every kind, including attorneys' fees, incurred in the exercise of the powers herein given, and from time to time apply any balance of income not, in its sole discretion, applied for the aforesaid purposes, first on the interest, and then on the principal of the indebtedness hereby secured, before or after any decree of foreclosure, and on the deficiency in the proceeds of sale of any, whether there be a decree in personam therefor or not. Whenever all of the indebtedness secured hereby is paid, and the Mortgagee in its sole discretion, feels that there is no substantial amount of default in performance of the Mortgagor's agreements herein, the Mortgagee, on satisfactory evidence thereof, shall relinquish possession and pay to Mortgagor any surplus income in its hands. The possession of Mortgagee may continue until all indebtedness secured hereby is paid in full or until the delivery of a deed pursuant to a decree foreclosing the lien hereof, but if no deed be issued, then until the expiration of the statutory period during which it may be issued. Mortgagee shall, however, have the discretionary power at any time to refuse to issue or to abandon possession of said premises without affecting the lien hereof. Mortgagee shall have all powers, if any, which it might have had without this paragraph. No suit shall be sustainable against Mortgagee based upon acts or omission relating to the subject matter of this paragraph unless commenced within sixty days after Mortgagee's possession ceases.

I. That each right, power and remedy herein conferred upon the Mortgagee is cumulative of each other right or remedy of the Mortgagee, whether herein or by law conferred, and may be enforced concurrently therewith, the waiver by the Mortgagee of performance of any covenant herein or of said obligation contained shall thereafter in any manner affect the right of Mortgagee to require or enforce performance of the same or any other of said covenants, that whenever the context hereof requires, the masculine gender, as used herein shall include the feminine and the plural and the singular number, as used herein, shall include the plural, that all rights and obligations under this Mortgage shall extend to and be binding upon the respective heirs, executors, administrators, successors and assigns of the Mortgagor, and the successors and assigns of the Mortgagee, and that the powers herein mentioned may be exercised as often as occasion therefor arises.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this 7th day of April A.D. 1987

*Vincent Fiore* (SEAL) *Rosaria Gallo Fiore* (SEAL)  
VINCENT FIORE ROSARIA FIORE

STATE OF ILLINOIS }  
COUNTY OF Cook } SS. the undersigned  
a Notary Public in and for said County, in the State aforesaid, do hereby certify that VINCENT FIORE and ROSARIA FIORE, his wife (A/K/A ROSARIA GALLO FIORE)

personally known to me to be the same person or persons whose name or names is or 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 all rights under any homestead, exemption and valuation laws.

GIVEN under my hand and Notarial Seal this 7th day of April A.D. 1987

Notary Public

My commission expires: My Commission Expires May 29, 1987

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IN DUPLICATE

MAIL TO:  
HOWARD A. McKEE  
111 W. Monroe Street  
Suite 2200 E  
Chicago, IL 60603

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That the mortgagee shall have been advanced in the mortgage at the date hereof and that the mortgagee shall have been advanced in the mortgage at the date hereof... (1) That the mortgagee shall have been advanced in the mortgage at the date hereof and that the mortgagee shall have been advanced in the mortgage at the date hereof...

THE MORTGAGOR HEREBY WAIVES ANY AND ALL RIGHTS OF REDEMPTION FROM SALE UNDER ANY ORDER OR DECREE OF FORECLOSURE OF THIS MORTGAGE, ON ITS OWN BEHALF AND ON BEHALF OF EACH AND EVERY PERSON, EXCEPT WHERE OR JUDGMENT CREDITORS OF THE MORTGAGOR, ACQUIRING ANY INTEREST IN OR TITLE TO THE PREMISES SUBSEQUENT TO THE DATE OF THIS MORTGAGE.

and the balance to principal, interest and other charges... (2) The mortgagee shall have the right to foreclose upon the mortgage premises... (3) The mortgagee shall have the right to foreclose upon the mortgage premises...

TO HAVE AND TO HOLD the premises of a house situated in the County of... (4) The mortgagee shall have the right to foreclose upon the mortgage premises... (5) The mortgagee shall have the right to foreclose upon the mortgage premises...

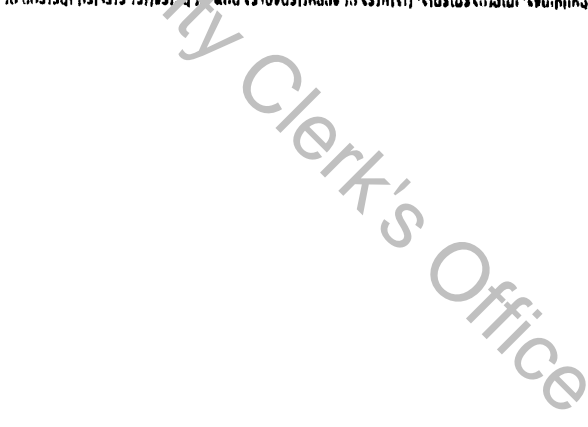
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TO HAVE AND TO HOLD the premises of a house situated in the County of... (12) The mortgagee shall have the right to foreclose upon the mortgage premises... (13) The mortgagee shall have the right to foreclose upon the mortgage premises...

TO HAVE AND TO HOLD the premises of a house situated in the County of... (14) The mortgagee shall have the right to foreclose upon the mortgage premises... (15) The mortgagee shall have the right to foreclose upon the mortgage premises...



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