

UNOFFICIAL COPY

This Mortgage,

made at Buffalo Grove, Illinois this 29th day of September, 1988

88453806

2082

19 88, by and between EMILIO J. Solans and Patricia A. Solans  
Emilio

(EJS)

(hereinafter, whether one or more, called the "Mortgagor"), and First Midwest Bank/Buffalo Grove, National Association, a national banking association, having its principal office at 555 W. Dundee, Buffalo Grove, Illinois 60089-2685 (hereinafter called the "Mortgagee").

WITNESSETH:

WHEREAS, the Mortgagor is justly indebted to the Mortgagee, which said indebtedness is evidenced by one certain installment note (the "Note") of the Mortgagor, of even date herewith, made payable to the order of First Midwest Bank/Buffalo Grove, National Association, a national banking association, and delivered, in the amount of Seventy-seven thousand and no/100----- Dollars

(\$ 77,000.00) and providing for interest on the unpaid balance thereof at the rate specified therein, all payable in installments as provided in the Note, with a final payment of principal and interest due, if not sooner prepaid in accordance with the prepayment privilege therein contained, on March 28, 1989

All of said principal and interest is payable in lawful money of the United States of America at the office of First Midwest Bank/Buffalo Grove, National Association or at such place as the legal holder of the Note may from time to time appoint in writing.

NOW, THEREFORE, for the purpose of securing the payment of the principal of and interest on the Note and the performance of the covenants and agreements herein contained to be performed by the Mortgagor, the Mortgagor hereby conveys and warrants

unto the Mortgagee, its successors and assigns, the following described real estate situated in the County of Cook and State of Illinois, to-wit:

That part of Lot 3 in Galvier's Subdivision, of part of the Southwest 1/4 of Section 27; The South East 1/4 of Section 28 the Northeast 1/4 of Section 33, and the North west 1/4 of Section 34, Township 42 North, Range 10, East of the Third Principal Meridian, described as follow:

Beginning at a point, on the West line of Quintens Road, 20.24 feet, North of the South line of the aforesaid Lot 3, thence West and parallel with the said South line of Lot 3, a distance of 151 feet; thence North, and parallel with the West line of Quintens Road, a distance of 107.02 feet thence East, and parallel with the North line of lot 3, a distance of 151 feet to the West line of Quintens Road thence South, along the said West line a distance of 107.57 feet to the point of beginning in Cook County, Illinois.

PIN # ~~XXXXXXXXXXXX~~

TOGETHER with all buildings, improvements, tenements, easements, fixtures and appurtenances thereto belonging, and all rents, issues and profits thereof for so long and during all such times as Mortgagor may be entitled thereto (which are pledged primarily and on a parity with said real estate and not secondarily) and all apparatus, equipment or articles now or hereafter therein or thereon used to supply heat, gas, air conditioning, water, light, power, refrigeration (whether single units or centrally controlled), and ventilation, including without restricting the foregoing, screens, window shades, storm doors and windows, floor coverings, awnings, stoves, water heaters, built-in ovens, washers, dryers and disposal units. All of the foregoing are declared to be a part of said real estate whether physically attached thereto or not, and it is agreed that all similar apparatus, equipment or articles hereafter placed in the premises shall be considered as constituting part of the real estate, and all of which together with the real estate are hereinafter sometimes referred to as the "premises" or the "mortgaged property."

TO HAVE AND TO HOLD the mortgaged property unto the Mortgagee, its successors and assigns, forever, for the purposes and uses herein set forth, hereby releasing and waiving all rights of the Mortgagor under and by virtue of the Homestead Exemption Laws of the State of Illinois in and to the premises hereby conveyed.

Mortgagor covenants and agrees:

1. Mortgagor shall (i) promptly repair, restore or rebuild any buildings or improvements now or hereafter constituting part of the premises which may become damaged or be destroyed (unless Mortgagee shall elect to apply on the indebtedness secured hereby the proceeds of any insurance covering such destruction or damage); (ii) keep the premises in good condition and repair, without waste, and free from mechanic's or other liens or claims for lien not expressly subordinated to the lien hereof; (iii) pay, when due, any indebtedness which may be secured by a lien or charge on the premises superior to the lien hereof, and, upon request, exhibit satisfactory evidence of the discharge of such prior lien to Mortgagee; (iv) complete, within a reasonable time, any building or buildings or other improvements now or at any time in process of erection upon the above described real estate; (v) comply with all requirements of law or municipal ordinances with respect to the premises and the use thereof; (vi) make no material alterations or additions to the premises except as required by law or municipal ordinance or as consented to in writing by Mortgagee, but in no event suffer or permit any removal or demolition of any part of the premises, nor suffer or permit the premises to be abandoned or to be used for a purpose other than that for which the premises are presently used or represented to Mortgagee to be used; (vii) appear in and defend any proceedings which, in the opinion of the Mortgagee, impairs the security afforded hereby.

2. The Mortgagor agrees to deposit with the Mortgagee on each day on which an installment payment is to be made on the Note, until the indebtedness hereby secured shall have been fully paid, an amount equal to the amount estimated by the Mortgagee to be annually payable with regard to the premises, on real estate taxes, special assessment levies, property insurance premiums, and any similar charges divided by the number of installments to be made on the Note in each year beginning with first day on which an installment payment is to be made thereunder. Said sums shall be held by the Mortgagee, without any allowance or payment of interest, for application for payment of taxes, special assessment levies and insurance premiums when due. The Mortgagor further agrees to deposit, within 10 days after receipt of demand therefor, any deficiency in the aggregate of such monthly deposits, in the event the tax, special assessment levies or insurance bills when issued, shall be in excess of the aggregate of such deposit being held for payment of such charge. All such deposits are pledged as additional security for payment of the indebtedness secured hereby and, in the event of a default in any of the provisions contained in this Mortgage or in the Note, at the option of the Mortgagee, the Mortgagee may, without being required to do so, apply any monies at the time on deposit to payment, in whole or in part, of any of the Mortgagor's obligations herein or in the Note contained in such order and manner as the Mortgagee may elect. The Mortgagee shall be under no obligation to obtain the tax, special assessment levies or insurance bills or to ascertain the correctness thereof, nor shall the Mortgagee be obligated to attend to the payment thereof, except on timely presentation of such bills, provided, however, the Mortgagee may make payment authorized in this Mortgage relating to taxes or assessments or insurance bills according to any bill, statement or estimate which it may elect to procure from the appropriate public office or company, as the case may be, without inquiry into the accuracy of such bill, statement or estimate or into the validity of any tax, assessment, sale, forfeiture, tax lien or title or claim thereof. The Mortgagor shall pay, before any penalty attaches, all taxes, assessments, water charges, sewer charges and other charges against the premises, for which sums as aforesaid are not deposited with the Mortgagee.

LAND TITLE COMPANY P. FILE L-105323-C1

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Box \_\_\_\_\_

LOAN NO. \_\_\_\_\_

# MORTGAGE

TO  
East Midwest Bank/Buffalo Grove,  
National Association  
559 West Dundee Road  
Buffalo Grove, Illinois 60089-2665

14  
1988

ADDRESS OF PROPERTY: \_\_\_\_\_

01381-28

90835788

DEPT-01  
TM4444 TRM 2653 10/03/88 15.07.00  
#7482 # D \* 08-453806  
COOK COUNTY RECORDER  
914.00

Property of Cook County Clerk's Office

My commission expires: \_\_\_\_\_  
Notary Public  
GIVEN under my hand and notarial seal this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_.  
I, \_\_\_\_\_, Secretary of said corporation, and caused the corporate seal of said corporation to be affixed thereto, they signed and delivered the said instrument as \_\_\_\_\_ President and \_\_\_\_\_ Secretary, that as such \_\_\_\_\_ President and \_\_\_\_\_ Secretary, and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged corporation, and \_\_\_\_\_ Secretary of said corporation, and personally known to me to be the \_\_\_\_\_ President of \_\_\_\_\_

STATE OF ILLINOIS )  
COUNTY OF \_\_\_\_\_ )  
a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that )

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12. If any Mortgagor is a corporation, it 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 decree or judgment creditors of such Mortgagor, acquiring any interest or title to the premises subsequent to the date of this Mortgage.

13. This Mortgage and all provisions hereof shall extend to and be binding upon Mortgagor, his heirs, executors, administrators, successors and assigns, and all persons claiming under or through the Mortgagor and the word "Mortgagor" when used herein, shall denote the plural as well as the singular and shall include all such persons and all persons liable for the payment of the indebtedness or any part thereof, whether or not such persons shall have executed the Note of this Mortgage.

14. Mortgagor further covenants and agrees not to transfer or cause to be transferred or suffer an involuntary transfer of any interest, whether legal or equitable, and whether possessory or otherwise in the premises, to any third party, so long as the debt secured hereby subsists, without the advance written consent of Mortgagee, and further that in the event of any such transfer by the Mortgagor without the written consent of the Mortgagee, the Mortgagee may, in its sole discretion, and without notice to the Mortgagor, declare the whole of the debt hereby secured immediately due and payable.

15. No delay or omission to exercise any remedy or right accruing on any default shall impair any such remedy or right, or shall be construed to be a waiver of any such default, or acquiescence therein, nor shall it affect any subsequent default of the same or a different nature. Every such remedy or right may be exercised from time to time and as often as may be deemed expedient by the Mortgagee or by the holder of the Note. The invalidity of any one or more agreements, phrases, clauses, sentences or paragraphs of this Mortgage shall not affect the remaining portions of this Mortgage, or any part thereof, and in case of any such invalidity, this Mortgage shall be construed as if such invalid agreements, phrases, clauses, sentences or paragraphs had not been inserted.

WITNESS the hand(s) and seal(s) of the Mortgagor the day and year first above written.

*Emilio J. Solans* \_\_\_\_\_ (SEAL) \_\_\_\_\_ (SEAL)  
 Emilio J. Solans  
*Patricia A. Solans* \_\_\_\_\_ (SEAL) \_\_\_\_\_ (SEAL)  
 Patricia A. Solans  
 STATE OF ILLINOIS )  
 ) SS.  
 COUNTY OF COOK )

I, Patricia J. Love, a Notary Public in and for and residing in said County, in the State aforesaid, DO HEREBY CERTIFY that Emilio J. Solans and Patricia A. Solans, his wife

who are personally known to me to be the same person as whose name as 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 involuntary act, for the uses and purposes therein set forth including the release and waiver of their right of homestead

GIVEN under my hand and Notarial Seal this 19th day of September, A.D. 19 88

My commission expires 1/10/90

*Patricia J. Love*  
Notary Public



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