

UNOFFICIAL COPY

Loan No. _____

88060244

MORTGAGE

THE ABOVE SPACE FOR RECORDER'S USE ONLY

THIS INDENTURE, made February 1, 1988, between Leonard J. Sitko and Marguerite C. Sitko, his wife, (herein referred to as "Mortgagors,") and First State Bank & Trust Company of Park Ridge, a banking corporation organized under the laws of the State of Illinois, doing business in Park Ridge, Illinois, (herein referred to as "Mortgagee,").

WITNESSETH

THAT WHEREAS Mortgagors are justly indebted to Mortgagee in the sum of Fifty-five thousand and no/100 dollars (\$ 55,000.00) evidenced by a certain Promissory Note of even date herewith executed by Mortgagors, payable to the order of the Mortgagee and delivered, by which Note Mortgagors promise to pay said principal sum and interest on the balance of principal remaining from time to time unpaid at the rate of 9 3/4 per cent (9.75 %) per annum prior to maturity, at the office of Mortgagee in Park Ridge, Illinois, in 12 successive monthly installments commencing April 1, 1988, and on the same date of each month thereafter, all except the last of said installments to be in the amount of \$ 523.80 each, and said last installment to be the entire unpaid balance of said sum, together with interest on the principal of each installment after the original maturity date thereof at 14 1/2 % per annum; together with all costs of collection, including reasonable attorneys' fees, upon default, (hereinafter referred to as the "Note").

NOW, THEREFORE, the Mortgagors to secure the payment of said Note in accordance with its terms and the terms, provisions and limitations of this Mortgage, and all extensions and renewals thereof, and the performance of the covenants and agreements herein contained, by the Mortgagors to be performed, and also in consideration of One Dollar in hand paid, the receipt whereof is hereby acknowledged, do by these presents Mortgage and Warrant to the Mortgagee, its successors and assigns, the following described Real Estate in the County of Cook and State of Illinois, to wit:

see attached EXHIBIT "A" - Legal Description

03-07-200-027-1016

88060244

DEPT-Q1 RECORDING \$13.25
T#1111 TRAN 1401 02/09/88 14:37:00
#3337. # A 3/1/88-060244
COOK COUNTY RECORDER

which, with the property hereinafter described, is referred to herein as the "premises".

TOGETHER with all improvements, tenements, easements, fixtures and appurtenances thereto belonging, and all rents, issues and profits thereof for so long and during all such times as Mortgagors may be entitled thereto (which are placed 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 in furnishing 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, indoor beds, awnings, stoves and water heaters. All of the foregoing are deemed 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 heretofore or placed on the premises by the Mortgagors or their successors shall be considered as constituting part of the real estate.

TO HAVE AND TO HOLD the premises unto the Mortgagee, its successors and assigns, forever, for the purposes herein set forth, free from all rights and benefits under and by virtue of the Homestead Exemption Laws of the State of Illinois, which said rights and benefits the Mortgagors do hereby expressly release and waive.

This Mortgage consists of two pages. The covenants, conditions and provisions appearing on page 2 (the reverse side hereof) among other things, require Mortgagors to keep the premises in repair, insured and free of liens and to pay and discharge prior liens and taxes, provide that if not paid by Mortgagors, the costs of such repairs, insurance, prior liens and taxes paid by Mortgagee constitute additional indebtedness secured hereby, provide for tax and insurance deposits, for acceleration of maturity of the Note and foreclosure hereof in case of default and for the allowance of Mortgagee's attorney's fees and expenses of foreclosure, and are incorporated herein by reference, are a part hereof, and shall be binding on the Mortgagors and those claiming through them.

In the event Mortgagor sells or conveys the premises, or if title thereto or any interest therein shall become vested in any manner whatsoever in any other person or persons other than the Mortgagor, or upon the death of any Mortgagor, Mortgagee shall have the option of declaring immediately due and payable all unpaid installments on the Note and enforcing the provisions of the Mortgage with respect thereto.

Signed and sealed by the Mortgagors the date first above written.

Leonard J. Sitko
Leonard J. Sitko

(SEAL) *Marguerite C. Sitko* (SEAL)
Marguerite C. Sitko (SEAL)

STATE OF ILLINOIS : I, the undersigned, a Notary Public, do and for and residing in said County,
COUNTY OF COOK : SS In the State aforesaid, DO HEREBY CERTIFY THAT Leonard J. Sitko and Marguerite C. Sitko, his wife, who are 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 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 1st day of February, A.D. 1988.
This instrument prepared by: *Mildred Nosko* OFFICIAL SEAL
Tom Olen, Assistant Cashier
First State Bank & Trust Co. of Park Ridge

Mildred Nosko
Notary Public, State of Illinois
Commission Expires 6/20/91

NAME **FIRST STATE BANK & TRUST CO.**
STREET **OF PARK RIDGE**
CITY **607-611 DEVON AVENUE**
INSTRUCTIONS **PARK RIDGE, ILLINOIS 60068**
RECORDER'S OFFICE BOX NUMBER **RECORDED**

FOR RECORDERS INDEX PURPOSES INSERT STREET ADDRESS OF
BOYS DESCRIBED PROPERTY HERE
116, 3331 N. Ridge Av.
Arlington Hts. IL 60004

13 Mail

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Part 3

Page 2 THE CONVENTIONS, CONDITIONS AND PROVISIONS REFERRED TO ON PAGE 1 (THE REVERSE SIDE OF THIS MORTGAGE).

3. In addition to the monthly payment of principal and interest payable under the terms of the Note, the Mortgagor agrees to pay to the holder of the Note, when so requested by the holder of the Note, such sums as may be specified for the purpose of establishing its reserve for the payment of premiums on policies of fire insurance and such other expenses as shall be required, hereunder covering the mortgaged property, and for the payment of taxes and special assessments accruing on the property (all as estimated by the holder of the Note); such sums as to be held by the holder of the Note without any allowance for interest, for the payment of such premiums, taxes and special assessments provided that such request, whenever not complied with, shall not be construed to affect the obligations of the Mortgagor to pay such premiums, taxes and special assessments, and to keep the mortgaged premises insured against loss or damage by fire or lightning; it is however, payment made hereunder for taxes, special assessments and insurance premiums shall not be sufficient to pay the amounts necessary as they become due, then the Mortgagor shall pay the necessary amount to make up the deficiency. If amounts collected for the purpose aforesaid exceed the amount necessary to make such payment, such excess shall be credited on subsequent amounts to be made by the Mortgagor.

3. The college is granted the right to make experiments on principle of the Note so as any interest payment date upon the Note may be delayed or suspended.

6. Monthly, we may collect a late charge equal to ten percent (10%) of one percent (1%) of the unpaid balance of the indebtedness hereinafter referred to each aggregate monthly payment, interest, finance charges, insurance premiums, or other charges, more than fifteen (15) days in arrears, to cover the auto expense incurred.

pedient; and more, or less, as the Bank may determine, in its discretion, to make available to any holder of any note or instrument, or redeem from any note or instrument, or redeem from any note or instrument affecting said premises or contents, any tax or encumbrance. All monies paid for any of the purposes herein authorized and all expenses paid so incurred in connection therewith, including attorneys' fees, and any other monies advanced by Mortgagor in his discretion to prevent the premises and/or the Street, shall be no such additional indebtedness accrued hereby and shall become immediately due and payable when any amount of principal, interest, taxes or other charges become due and payable.

any person who has been denied a right or privilege guaranteed by this Constitution shall, notwithstanding anything to the contrary contained in the Constitution of the United States.

B. At the option of the beneficiary and without notice to the trustee, all unpaid indebtedness secured by this mortgage may be paid off immediately in the case of death, divorce or bankruptcy of the obligor or in the event of non-payment of installments on the Note or on any other obligation of the obligor.

in the event that Mortgagor or either of them fails to make the payment or the performance of any other stipulated part of Mortgagor's obligation.

of partition. Other partitions may be made by agreement between the parties, or by a court of competent jurisdiction, and shall be entered upon as application of a creditor of the deceased, or of a co-tenant, or of a mortgagee, or of a trustee of all or a substantial part of the "Moongah" assets.

hereupon, by a court of competent jurisdiction, appearing at a hearing before the same, and giving due notice of such hearing, the holder of the Note may declare the Note forfeited due and payable as of the date of such declaration, whereupon, thereafter, the Note, so declared, shall become forthwith due and payable as if all of the said amounts had been duly paid.

possible, whenever the principal and interest accrued by reason of money were originally deposited, or otherwise paid into the bank, and thereafter, without notice or demand, may prosecute a suit at law, hadis, in equity, &c. if all the foregoing proceedings should be instituted against the premises upon any other basis.

money secured hereby has been received by the Mortgagor, then and thereupon, the Mortgagor may at its option immediately upon institution of such suit or during the pendency thereof declare this Mortgage and the indebtedness secured hereby due and payable forthwith and may at its option proceed to foreclose the same.

11. The proceeds of any "short-term" sale of the premises shall be deposited and applied in the following order of priority: First, as account of all costs and expenses incurred in the short-term proceedings, including all such items, as are mentioned in the preceding paragraph hereto; second, all other items which have been incurred in the short-term proceedings, third, all principal and interest unpaid on the note.

11. Upon, or at any time after the filing of such evidence before this Board, the Court in which such suit is filed, may appoint a receiver of said premises. Such appointment may be made either before or after sale, without notice, without regard to the service of notice of judgment at the time of application for such receiver.

pointment may be, made either, written, oral, or by telephone, and without regard to the then value of the premises or whether the same shall be or occupied as a home or not, and the Mortgagee may be appointed as such receiver and collector, such receiver shall have power to collect rents, issues, and profits of said premises during the continuance of such leasehold and, in case of sale and delivery, during the full statutory period of redemption, whether there be redemption or not, as well as during any further times when Mortgagee, except for the interest in the premises, shall be entitled to receive rents, issues, and profits, and all other powers which may be necessary or are usual in such cases for the protection of the premises during the whole of said period. The Court from time to time may

Section 106(e) provides that if the mortgagor fails to pay the amount due under the mortgage, the mortgagee may apply the net income in his hands in payment of (1) the indebtedness incurred by the mortgagor in connection with the mortgage; or (2) the deficiency in case of a sale and deficiency.

not, judgment, or order, of any court of competent jurisdiction; and the Mortgagors hereby expressly waive all benefits or advantage of any law, statute, or regulation, now or hereafter in force, which may be construed to limit the power of the Mortgagors, to confer and permit, the exercise of every power, as though no such law or laws had been made or enacted. The Mortgagors, for itself and themselves and all who may claim under it or them, waive, in the event that it may lawfully

14. No action for the enforcement of the terms or of any provision hereof shall be subject to any defense which would not be good and available in the court incorporating same in an action at law upon the Note.

be paid for any property taken or for damage to any property not taken and all reasonable compensation so received shall be forthwith applied by the mortgagee or his agent, to the immediate reduction of the indebtedness accrued hereto, or to the repair and restoration of any property so damaged; provided that any excess over the amount of the indebtedness, shall be delivered to the Mortgagee at such exchange.

16. All rights, rents, issues and profits or net proceeds from any land or part of said premises, or any part thereof, whether said lease or agreement is written or verbal, and it is the intention of the parties hereto to pledge said rents, issues and profits, or any part thereof, with said land estate and not, secondarily and such pledge shall not be deemed merged in any lease or agreement, to secure debts, and to establish a charge, transfer and assignment in the Mortgage of all such leases and agreements and all the avoid the same, together with the income therefrom, for ever more and right succession of, manage, maintain and operate said premises, as any part thereof.

the right in case of dispute, either before or after foreclosure's sale, to sue up and recover all damages, losses or sums deemed advantageous to it, from time to time, by reason of damage, losses, collision, said article, rents, leases and profits, regardless of when earned, and use such measures whatever legal or other means may be necessary to secure collection thereof, employ renting agents or other employees, other or separate, to promote, buy, furnishings and equipment therefor, when it deems necessary, purchase adequate fire and extended coverage and other forms of insurance so as to be deemed

share, so as to render it impossible, in case of such a substantial-secured default, to performance of the Mortgagor's Agreements herein, the Mortgagor, on satisfactory evidence thereof, shall relinquish possession and pay all Mortgaged and surplus amounts in his hands. The possession of Mortgagor may continue until all indebtedness secured hereby is paid in full or until the delivery of a Deed pursuant to a decree foreclosing the liens herein; but if no deed be issued, then until the expiration of the statutory period during which it may be issued. Mortgagor shall, however, have the discretionary power at any time to refuse to take or to abridge satisfaction of said promises without affecting the lien hereof. Mortgagor shall have all powers, if any, which it might have had, without this paragraph.

17. In the case of new buildings and improvements, or new being or so to be erected or placed on the premises and that is, if this is so ordered, then no work shall be done by the Contractor, or if Mortgagor do not complete the construction of said buildings and improvements in accordance with the plans and specifications approved by Mortgagor, or if he does not pay the sum of \$1000.00, or less, on the first day of January, 1888, or if he fails to make payment of the same, then, and in either event, the entire principal sum of the Note secured by this Mortgage, and interest thereon shall at once become due and payable, at the option of Mortgagor, and in the event of abandonment all work upon the construction of the said buildings or improvements for the period of thirty days, or otherwise, Mortgagor may, at his option, also cancel and upon the foregoing principal and interest the construction of the said buildings and improvements shall be discontinued, and the same shall be taken down and broken up.

18. A reconveyance of said premises shall be made by the Mortgagor to the Mortgagors, on full payment of the indebtedness aforesaid, the performance of the covenants and agreements herein made by the Mortgagor, and the payment of the reasonable fees of said Mortgagors.

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EXHIBIT "A" - Legal Description

Unit #116 as delineated on the survey of the following described Parcel of real estate (hereinafter referred to as "Parcel"):

The East 350.0 feet of the North 266.0 feet, as measured on the East and North lines thereof, of the Southwest quarter of the Northeast quarter together with the East 350.0 feet of the South 198.0 feet as measured on the South and East lines thereof, of the Northwest quarter of the Northeast quarter, all in Section 7, Township 42 North, Range 11 East of the Third Principal Meridian, Cook County, Illinois; which said survey is attached as Exhibit A to a Certain Declaration of Condominium Ownership made by the American National Bank and Trust Company of Chicago, as Trustee under a certain Trust Agreement dated September 19, 1973 known as Trust #77971, and recorded in the office of the Recorder of Deeds, of Cook County, as document #23435351; together with a undivided 5.3007 percent interest in said Parcel (excepting from said parcel all property and space comprising all the units thereon as defined and set forth in said Declaration of Condominium Ownership and Surveys).

The rights and easements appurtenant to the above described real estate, the rights and easements for the benefit of said property set forth in the aforementioned declaration, subject to the rights and easements set forth in said declaration for the benefit of the remaining property described therein.

Subject to all rights, easements, restrictions, conditions, covenants and restrictions contained in said declaration the same as though the provisions of said declaration were recited and stipulated at length herein.

Subject to all rights, easements, restrictions, conditions, covenants and reservations contained in the declaration of party wall rights, easements, covenants and restrictions made by the American National Bank of Chicago, a national banking association, as Trustee under Trust Agreement dated September 19, 1973, and known as trust #77971, recorded in the office of Recorder of Cook County, Illinois as document #23435350.

Mortgagor also hereby grants to Mortgagee, its successors and assigns, as rights and easements appurtenant to the above described real estate, the rights and easements for the benefit of said property set forth in the Declaration of Condominium aforesaid.

88060244

This mortgage is subject to all rights, easements, covenants, conditions, restrictions and reservations contained in said Declaration the same as though the provisions of said Declaration were recited and stipulated at length herein.

Common Address: 3331 North Ridge Avenue, Unit 116, Arlington Heights

PERMANENT TAX INDEX NUMBER: 03-07-200-027-1016

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For each individual, the mean difference between the two measures was calculated.

and designed to accommodate as many units as possible. The building is located on a hillside and the houses have been built into the side of the hill. The houses are all different sizes and shapes, some are larger than others, but they all have a similar design. The houses are built with wood and stone, and the roofs are made of tiles. The windows are large and have a view of the surrounding landscape. The houses are surrounded by trees and bushes, and there is a small garden in front of each house. The building is located in a rural area, and the houses are scattered throughout the landscape. The building is a large, two-story structure, and it has a balcony on the second floor. The entrance to the building is through a set of double doors, and there is a small porch in front of them. The building is surrounded by a fence, and there is a gate at the entrance. The building is located on a hillside, and the houses are built into the side of the hill. The houses are all different sizes and shapes, some are larger than others, but they all have a similar design. The houses are built with wood and stone, and the roofs are made of tiles. The windows are large and have a view of the surrounding landscape. The houses are surrounded by trees and bushes, and there is a small garden in front of each house. The building is located in a rural area, and the houses are scattered throughout the landscape. The building is a large, two-story structure, and it has a balcony on the second floor. The entrance to the building is through a set of double doors, and there is a small porch in front of them. The building is surrounded by a fence, and there is a gate at the entrance.

Wij verzoeken u, en welke anderen, om ons te helpen bij de voorbereiding van deze belangrijke dag.

...and the "resolutions" and "orders" which
the Mayor and City Council have passed
and the "ordinances" which the City Council
has passed.

Office
Folks, I am here to encourage you to register as soon as possible. The election
is coming fast and we need your voice to make sure our voices are heard.
This is an important day, let's bring back the traditional values of our country.

380602
and the following statement under his signature, which he signed without contradiction before my handwriting analysis, and I am enclosing his handwritten statement for your information.

www.myspace.com/mississippihighwaymen

2010-09-16 16:00:00 - 2010-09-16 16:00:00