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THIS IS A 2ND MORTGAGE

88196796

RES-5/84

This instrument was prepared by:

Patricia A. Hanks.....
(Name)
106 E. Irving Park Road.....
(Address)
Roselle, Illinois 60172.....

MORTGAGE

THIS MORTGAGE is dated as of April 26, 1988, and is between CHRISTOPHER A. BOZIN and KRISTIE M. BOZIN, his wife

NOT personally, but as Trustee under a Master Agreement dated XXXXXXXXXXXXXX ("Mortagor") and HARRIS BANK ROSELLE, an Illinois Banking Corporation, 106 East Irving Park Road, Roselle, Illinois 60172, and its successors and assigns ("Mortgagee").

WITNESSETH:

Mortagor has executed an Installment Note dated as of the date of this Mortgage, payable to the order of the Mortgagee ("Note") in the principal amount of \$ 62,000.00. The Note is payable in 59 monthly installments of \$ 1,275.00 each including interest, beginning May 30, 1988 and continuing on the same day of each month thereafter, and a final installment of the balance of unpaid principal and interest on April 30, 1993, with interest at the per annum rate of 10.00% payable monthly on the principal balance of the Note remaining from time to time unpaid. Interest on the principal balance of the Note remaining from time to time unpaid shall be increased to the per annum rate of 12.00% after the due date of the final installment or upon Default under the Note or this Mortgage. The Note also provides that Mortagor shall pay a late charge of 12.50% based upon and for the amount of any payment due on the Note that is not paid on or before the date such payment is due, until such payment is made. The terms and provisions of the Note are hereby incorporated by reference herein or 1/10 of 1% of the principal balance outstanding, whichever is greater.

To secure payment of the indebtedness evidenced by the Note and the hereinlater defined Liabilities, Mortagor does by these presents CONVEY, WARRANT and MORTGAGE unto Mortgagee, all of Mortagor's estate, right, title and interest in the following described real estate located in Cook County, Illinois:

Lot 461 in Terramere of Arlington Heights Unit 10, being a Subdivision in the North 1/2 of Fractional Section 6, Township 42 North, Range 11, East of the Third Principal Meridian, according to the Plat thereof recorded May 17, 1984, as Document No. 27090322, in Cook County, Illinois.

Permanent Tax No. 03-06-200-012

88196796

which has the address of 4223 Salem Drive,
(Street) Arlington Heights
(City)

Illinois (herein "Property Address"); Property Tax No 03-06-200-012

(State and Zip Code)

which is referred to herein as the "Premises", together with all improvements, buildings, tenements, hereditaments, appurtenances, gas, oil, minerals, easements located in, on, over or under the Premises, and all types and kinds of furniture, fixtures, apparatus, machinery and equipment, including without limitation, all of the foregoing used to supply heat, gas, air conditioning, water, light, power, refrigeration or ventilation (whether single units or centrally controlled) and all screens, window shades, storm doors and windows, floor coverings, awnings, stoves and water heaters, whether now on the Premises or hereafter erected, installed or placed on or in the Premises, or whether or not physically attached to the Premises. The foregoing items are and shall be deemed a part of the Premises and a portion of the security for the Liabilities as between the parties hereto and all persons claiming by, through or under them.

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HARRIS BANK ROSELLE
Mortgage Loan Dept.
P.O. Box 72200
Roselle, IL 60172

88196796

Mail to:



88-6-AYA 44 8 196796 A - Rec

12.00

9 MAY 6 1988

Notary Public

My Commission Expires:

Given under my hand and Notarial seal, this day of _____, 19_____
as the free and voluntary act of said corporation as Trustee, for the uses and purposes therein set forth.
Corporation seal of said corporation to said instrument as _____, witness and Notary Act, and
purposes herein set forth, and the said corporation before me this day in person and acknowledged that he signed and
delivered the said instrument as their own free and voluntary act of said corporation, as Trustee, for the uses and
knows to me to be the same persons whose names are subscribed to the foregoing instrument as such
and respectively, appeared before me this day in person and acknowledged that he signed and
certify that _____, a Notary Public in and for said County, in the State aforesaid, do hereby
certify that _____, of said corporation, personally
and _____, a Notary Public in and for said County, in the State aforesaid, do hereby

STATE OF ILLINOIS County ss:

My Commission expires: 4/29/90

Given under my hand and official seal, this 26th day of April, 1988
for the uses and purposes herein set forth.
Personality known to me to be the same person(s) whose name(s) are _____, subscriber to the foregoing instrument, appeared before
Chrstopher A. Bozlin and Kristie M. Bozlin, his wife
that _____, a Notary Public in and for said county and state, do hereby certify
the undersigned
Chrstopher A. Bozlin and Kristie M. Bozlin, his wife
for the uses and purposes herein set forth.

STATE OF ILLINOIS DuPage County ss:

Trust No. _____ AND NOT PERSONALLY
19 _____ and known as
As Trustee Under A Trust Agreement Dated

WITNESS the hand of, and seal of, Mortgagee the day and year set forth above
X Christopher A. Bozlin

22. This Mortgage has been made, executed and delivered to Mortgagor in Roselle, Illinois and shall be construed in accordance with the laws of the State of Illinois. Whichever provision of this Mortgage shall be interpreted to be invalid under applicable law, such provisions shall be ineffective to the extent of such provisions or invalidity, without invalidating the remainder of such provisions or the remaining provisions of this Mortgage.

21. In the event this Mortgage is executed by a corporate trustee, then this Mortgage is executed by the undersigned, not personally, but as Trustee in the exercise of the power and authority conferred upon and vested in it as such Trustee, and no other as said Trustee is concerned, as payable only out of the trust estate which in part is securing the payment hereof and through agreement of the provisions of any other collateral, trustee, because of its respect to this Mortgage or the market, issue of transfer thereof, no personal liability shall be assessed or be enforceable against the undersigned, the trustee, or any other concerned, as expressly willed in any manner.

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12. When the indebtedness secured hereby shall become due whether by acceleration or otherwise, Mortgagee shall have the right to foreclose the lien of this Mortgage. In any suit to foreclose the lien of this Mortgage, there shall be allowed and included as additional indebtedness in the judgment of foreclosure all expenditures and expenses which may be paid or incurred by or on behalf of Mortgagee for attorneys' fees, appraiser's fees, outlays for documentary and expert evidence, stenographers' charges, publication costs and costs of procuring all abstracts of title, title searches and examinations, title insurance policies, Torrens certificates, tax and lien searches, and similar data and assurances with respect to title as Mortgagee may deem to be reasonably necessary either to prosecute the foreclosure suit or to evidence to bidders at any foreclosure sale. All of the foregoing items, which may be expended after entry of the foreclosure judgment, may be estimated by Mortgagee. All expenditures and expenses mentioned in this paragraph shall become additional indebtedness secured hereby and shall be immediately due and payable, with interest thereon at a rate equivalent to the post maturity interest rate set forth in the Note, when paid or incurred by Mortgagee. This paragraph shall also apply to any expenditures or expenses incurred or paid by Mortgagee or on behalf of Mortgagee in connection with (a) any proceeding, including without limitation, probate and bankruptcy proceedings, to which Mortgagee shall be a party, either as plaintiff, claimant or defendant, by reason of this Mortgage or any indebtedness secured hereby; or (b) preparations for the commencement of any suit for the foreclosure of this Mortgage after accrual of the right to foreclose whether or not actually commenced or preparation for the commencement of any suit to collect upon or enforce the provisions of the Note or any instrument which secures the Note after DEFAULT under the Note, whether or not actually commenced, or (c) preparations for the defense of any threatened suit or proceeding which might affect the Premises or the security hereof, whether or not actually commenced.

13. Upon, or at any time after the filing of a complaint to foreclose this Mortgage, the court in which such suit is filed may appoint a receiver of the Premises. The receiver's appointment may be made either before or after sale, without notice, without regard to the solvency or insolvency of Mortgagor at the time of application for the receiver and without regard to the then value of the Premises or whether the Premises shall be then occupied as a homestead or not. Mortgagee may be appointed as the receiver. Such receiver shall have power to collect the rents, issues and profits of the Premises during the pendency of the foreclosure suit and, in case of a sale and a deficiency, during the full statutory period of redemption, if any, whether there be redemption or not, as well as during any further times when Mortgagor, except for the intervention of the receiver, would be entitled to collect the rents, issues and profits. Such receiver shall also have all other powers which may be necessary or are usual for the protection, possession, control, management and operation of the Premises during the statutory redemption period, if any. The court in which the foreclosure suit is filed from time to time may authorize the receiver to apply the net income in the receiver's hands in payment in whole or in part of the indebtedness secured hereby, or secured by any judgment foreclosing this Mortgage, or any tax, special assessment or other lien which may be or become superior to the lien hereof or of the judgment, and the deficiency judgment against Mortgagor or any guarantor of the Note in case of a foreclosure sale and deficiency.

14. No action for the enforcement of the lien or of any provision of this Mortgage shall be subject to any defense which would not be good and available to the party interposing it in an action at law upon the Note.

15. Mortgagee shall have the right to inspect the Premises at all reasonable times and access thereto shall be permitted for that purpose.

16. Mortgagee shall release this Mortgage by a proper release upon payment in full of the Note and all Liabilities.

17. This Mortgage and all provisions hereof, shall extend to and be binding upon Mortgagor and all persons or parties claiming under or through Mortgagor. The word "Mortgagor" when used herein shall also include all persons or parties liable for the payment of the indebtedness secured hereby or any part thereof whether or not such persons or parties shall have executed the Note or this Mortgage. The singular shall include the plural, the plural shall mean the singular and the use of any gender shall be applicable to all genders. The word "Mortgagee" includes the successors and assigns of Mortgagee.

18. Unless otherwise agreed to in writing, Mortgagor covenants and agrees to deposit at the place as Mortgagee may, from time to time, in writing appoint and, in the absence of appointment then at the office of Mortgagee commencing with the first interest payment pursuant to the Note secured hereby, and on the day each and every interest payment date thereafter until the indebtedness secured by this Mortgage is fully paid, a sum equal to 1/12th of the last total annual taxes and assessments for the last ascertainable year, (general and special) with respect to the Premises. Notwithstanding the foregoing, if the taxes or assessments for the last ascertainable year exclude the buildings or improvements or any part thereof, now constructed or to be constructed on the Premises, then the amount of the deposits to be paid pursuant to this paragraph shall be based upon the reasonable estimate of Mortgagee as to the amount of taxes and assessments which shall be levied or assessed. Concurrent with the disbursement of the Note, Mortgagor will also deposit with Mortgagee an amount, as determined by Mortgagee, based upon the taxes and assessments so ascertainable, or so estimated by Mortgagee as the case may be, for taxes and assessments with respect to the Premises for the period commencing on the date such taxes and assessments were last paid to and including the date of the first tax and assessment deposit hereinabove mentioned. The deposits are to be held in trust without allowance of interest and are to be used for the payment of taxes and assessments (general and special) on the Premises next due and payable when they become due. If the funds so deposited are insufficient to pay any of the taxes or assessments (general or special) for any year when the same shall become due and payable, Mortgagor shall, within ten days after receipt of a notice and demand from Mortgagee deposit the additional funds as may be necessary to pay such taxes and assessments (general and special) for any year. Any excess shall be applied to subsequent deposits for taxes and assessments.

19. Upon request by Mortgagee, concurrent with and in addition to the deposits for general and special taxes and assessments pursuant to the terms of Paragraph 18 of this Mortgage, Mortgagor will deposit with Mortgagee a sum equal to the premiums that will next become due and payable on any insurance policies required hereunder, less all sums already paid therefore, divided by the number of months to elapse before one month prior to the date when the insurance premiums will become due and payable. All sums deposited hereunder shall be held in trust without interest for the purpose of paying the insurance premiums.

20. The proceeds of any foreclosure sale shall be distributed and applied in the following order of priority: First, on account of all costs and expenses incident to the foreclosure proceedings, including all the items that are mentioned in Paragraph 12 of this Mortgage; second, all other items which under the terms of this Mortgage constitute indebtedness secured by this Mortgage additional to that evidenced by the Note or the Liabilities, with interest thereon as herein provided; third, all principal and interest remaining unpaid on the Note and the Liabilities (first to interest and then to principal); fourth, any surplus to Mortgagor or Mortgagor's heirs, legal representatives, successors or assigns, as their rights may appear.

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10. NO OWNERSHIPclaiming any other provisions of our terms and conditions, no shares, leases, mortgages, transfers, or transfers of any part thereof, or sale or transfer of ownership of any beneficial interest or power of direction in a land trust which holds title to the Premises, shall be made without the prior written consent of Mortgagor.

9. Upon Default, at the sole option of Mortgagor, the Note and any other liquidities shall become immediately due and payable and incurred in the administration of Mortgages, rights in the Premises and other costs incurred in connection with this Mortgage and expenses of collection or any instrument securing any liabilities.

8. If wrongdoing makes any payment authorized by this mortgage receivable by this mortgagor, public office will notify him that he may do so according to any bill, statement of estimate received from his mortgagee relating to taxes, assessments, charges or expenses, Mortgagor may bill, statement of estimate of any tax, assessment, sale, forfeiture, tax lien or title of claim thereof.

6. Mortgagor shall keep all buildings and improvements damaged by fire, windstorm, inundation or damage to lime bedding caused by leakage. Mortgagor is required by law to have the loan evidence shall be held in trust so that it may be used to repair or replace all or part of the premises insured against damage by fire, windstorm, inundation or damage to lime bedding caused by leakage. Mortgagor shall keep all buildings and improvements damaged by fire, windstorm, inundation or damage to lime bedding caused by leakage. Mortgagor shall keep all buildings and improvements damaged by fire, windstorm, inundation or damage to lime bedding caused by leakage. Mortgagor shall keep all buildings and improvements damaged by fire, windstorm, inundation or damage to lime bedding caused by leakage.

5. No remedy or right of Mortgagee hereunder shall be exercised. Each right and remedy of Mortgagee with respect to this Mortgage shall be in addition to every other remedy or right now or hereafter existing at law or in equity. No delay by Mortgagor in exercising any remedy or right of Mortgagee hereunder shall be deemed a waiver of any such remedy or right.

4. Any awards of damage resulting from condemnation proceedings, exercise of the power of eminent domain, or the taking of property for public use are hereby released, assigned and shall be paid to Mortgagee, less costs and attorney's fees, to the reduction of the indebtedness hereby and Moragagee, after the payment of all its expenses, including costs and attorney's fees, to the holder of the note and to the holder of any part thereof may be applied by Moragagee, in behalf of Mortgagor, to execute and deliver valid acquittances and to appeal from any such award.

3 Upon the request of Mortgagor, Mortgagor shall deliver to Mortgagee all original leases of all or any portion of the Premises, together with assignments of such leases from Mortgagor to Mortgagor which shall be in form and substance satisfactory to Mortgagor shall not procure, harm, nor accept any prepayment, which assignments shall hereby remain unpaid, without Mortgagee's written consent.

2. Mergagor shall pay, when due and before any penalty attaches, all general taxes, special taxes, insurance premiums, water charges, drainage charges, sewer service charges, and other charges against the premises. To prevent Mergagor shall pay in full prior to such taxes, assessments and charges. To prevent Mergagor shall pay in full prior to such taxes, assessments and charges. To prevent Mergagor shall pay in full prior to such taxes, assessments and charges. To prevent Mergagor shall pay in full prior to such taxes, assessments and charges.

1. **Moratorium shall (a) promptly repair, replace or rebuild any buildings or improvements now or hereafter located on the Premises which may be damaged by fire or other causes, (b) keep the Premises in good condition and repair, without expense, and, except for costs resulting from any circumstances, mechanics' liens or other liens or claims for rent, (c) pay when due any indebtedness which may be secured by such liens or claims for rent, (d) make no material alterations in the Premises, (e) comply with all requirements of all laws and regulations and ordinances of any kind relating to the Premises, (f) make no material alterations in the Premises, (g) refrain from impeding or diminishing the value of the Premises.**

Furniture, Mortgagor Covenants and Agrees as follows:

Further, Moragor does hereby expressly waive and release all rights and benefits under and by virtue of the Homestead Exemption Laws of the State of Illinois.