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RES-5/84

This instrument was prepared by

Maurice J. Ostermeyer.....

(Name)

106 E. Irving Park Rd.

(Address)

Roselle, Illinois 60172.....

MORTGAGE

THIS MORTGAGE is dated as of April 14, 1988, and is between Steven M. Popp and Sheri Popp, his wife, XXXXXXXXXXXXXXXXXXXXXXXXXX ("Mortgagor") and HARRIS BANK ROSELLE, an Illinois Banking Corporation, 106 East Irving Park Road, Roselle, Illinois 60172, and its successors and assigns ("Mortgagee").

WITNESSETH:

Mortgagor 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 \$ 38,509.08. The Note is payable in 23 monthly installments of \$ 1,749.82 each including interest, beginning May 14, 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 14, 1990, with interest at the per annum rate of 11.00% 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 13.00% after the due date of the final installment or upon Default under the Note or this Mortgage. The Note also provides that Mortgagor shall pay a late charge of 1% 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.

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

Lot 59 in Lake Arlington Towne Unit 2, being a subdivision in the Southeast 1/4 of Section 16, Township 42 North, Range 11, East of the Third Principal Meridian, according to the plat thereof recorded July 29, 1986 as Document No. 86-322990, in Cook County, Illinois.

Permanent Index Number: 03-16-405-015-0000

which has the address of 2161 Charter Point, Arlington Heights
(Street) (City)
Illinois 60004 (herein "Property Address"); Property Tax No. 03-16-405-015-0000
(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 no 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

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Notary Public

... a Notary Public in and for said County, in the State aforesaid, do hereby

STATE OF ILLINOIS My Commission Expires 1/4/92 County ss.

National Poetry Prize
National Poetry Prize

that STEVEEN M. PAPP AND SHERI FOPP, his wife, personally, caused to me to be the same person(s), whose a mes(s) are subscribed to the foregoing instrument, appreared before me this day in person and acknowledged that the signature and delivered the said instrument as their free and voluntary act.

STATE OF ILLINOIS DuPage County ss.

MAY-25-1988 24022 86223446-A — Rec 14.00

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TRUST NO. 19 AND KNOWN AS
THE WILHELMUS G. HANSON TRUST FUND

As Trustee Under A Trust Agreement Dated

Sheri Popp

Steven M. Popp

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21. In the event that this Motorgagee is executed by a corporative and trustee, then this Motorgagee is executed by the Undersigned, not personally.

22. As Trustee in the exercise of the Power and authority conferred upon and vested in it as such Trustee, and thereafter as said Trustee is concerned, is payable to the trustee estate which in part is securing the payment hereof and through the provisions of any other collateral or guarantee from time to time securing the payment hereof, all such payments shall be enforced or be enforcedable, as trustee, be made or in any manner

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12. When the indebtedness secured hereby shall become due whether by acceleration or otherwise, Mortgagor 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 Mortgagor for attorneys' fees, appraiser's fees, outlays for documentary and export 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 Mortgagor 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 Mortgagor. 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 Mortgagor.* This paragraph shall also apply to any expenditures or expenses incurred or paid by Mortgagor or on behalf of Mortgagor in connection with (a) any proceeding, including without limitation, probate and bankruptcy proceedings, to which Mortgagor 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. Mortgagor 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. Mortgagor shall have the right to inspect the Premises at all reasonable times and access thereto shall be permitted for that purpose.

16. Mortgagor 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 "Mortgagor" includes the successors and assigns of Mortgagor.

18. Unless otherwise agreed to in writing, Mortgagor covenants and agrees to deposit at the place as Mortgagor may, from time to time, in writing appoint and, in the absence of appointment then at the office of Mortgagor commencing with the first interest payment pursuant to the Note secured hereby, and on the day each and every interest payment date hereafter 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 Mortgagor 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 Mortgagor an amount as determined by Mortgagor, based upon the taxes and assessments so ascertainable, or so estimated by Mortgagor 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 Mortgagor 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 Mortgagor, 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 Mortgagor 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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Mortgagee shall pay all expenses incident to Mortgagor's title to the property, taxes and expenses incurred in connection with this Mortgage, and any other expenses incurred by the title holder or by the trustee in the administration of this Mortgage, the sole option to Mortgagor.

8. Mortgagor makes any payment authorized by this Mortgage relating to taxes, assessments, charges or other imitations, do so according to any bill, statement or estimate received from the appropriate public office without incurring into the responsibility of validating such bill, statement or estimate of any tax, assessment, sale, forfeiture, tax lien or title or claim thereof.

7. Upon Death or Termination of Mortgagor's Interest in Mortgaged Property
Interest in any term and demand debenture debenture held by Mortgagor may, but need not, in case of payment of principal of part or all of Mortgagor
interests on any encumbrances affecting the Premises and Mortgagor may make full or partial payment of principal of part or all of Mortgagor
title of claim thereon from a sale of lot or other alloting the Premises or contestants, g. e. promissory note of settlor or holder in or
purposes herein authorized and all expenses paid or incurred in connection therewith, including attorney's fees, and any other
Mortgagee to collect the Premises paid or incurred by him hereon, shall be so much additional indebtedness compensable under
and with interest thereon at a per annum rate equivalent to the post maturity rate set forth in the Note, in case of Mortgagor shall never be
considered as a waiver of any right accruing to Mortgagor by reason of any default hereunder on the part of Mortgagor

6. Mortgagor shall keep all buildings and improvements as well as other structures on the Premises in good condition, windstorm, vandalism and improvements made during the term of the Note so mortgaged. Mortgagor shall also keep all buildings and improvements used against loss of damage by fire, lightning, winds, storm, vandalism and improvements made during the term of the Note so mortgaged. Wherever structural damage is required by law to have the loan so evidenced by the Note so mortgaged, Mortgagor shall also keep all buildings and improvements now or hereafter situated on the Premises insured against loss of damage by fire, lightning, winds, storm, vandalism and improvements made during the term of the Note so mortgaged. Wherever structural damage is required by law to have the loan so evidenced by the Note so mortgaged, Mortgagor shall also keep all buildings and improvements now or hereafter situated on the Premises insured against loss of damage by fire, lightning, winds, storm, vandalism and improvements made during the term of the Note so mortgaged. Each insurance policy shall be for an amount sufficient to pay the cost of repairing the buildings and improvements so insured against loss of damage by fire, lightning, winds, storm, vandalism and improvements made during the term of the Note so mortgaged.

5. No remedy or right of Mortgagee hereunder or right now or hereafter existing shall be exclusive. Each right and remedy of Mortgagee with respect to his Mortgage shall be cumulative, and when and as often as may be deemed expedient by Mortgagee

4. Any awards of damage resulting from condominium proceedings, exercise of the power of eminent domain, or the taking of property by the public for highway purposes, or otherwise, shall be paid to Mortgagor, to execute and deliver valid assignments and to appeal from any such award.

2 Mortgagor shall pay, when due and before any penalty attache, all general taxes, special taxes, special assessments, water charges, sewer service charges, and other charges against the Premises. Mortgagor shall, upon written request of Mortgagor, furnish to Mortgagor paid receipts for such taxes, assessments and changes. To prevent Default hereunder Mortgagor shall pay in full prior to such tax, assessment or charge, and if Default occurs under protest, in the manner provided by statute, any tax, assessment or charge which Mortgagor may desire to contest.

1. Mortagagee shall (a) promptly repair, restore or rebuild any buildings or improvements now or hereafter on the Premises which may become damaged or destroyed; (b) keep the Premises in good condition and repair, without waste, except for alterations made by Mortaggee, which may be necessary for the betterment of the Premises or the Premises, (c) pay when due any indebtednesses which may be secured by a lien or charge on the Premises, and upon receipt of written notice of other liens or claims for lien, (d) keep the Premises in good condition and repair, without waste, except for alterations made by Mortaggee, which may be necessary for the betterment of the Premises or the Premises, (e) comply with all requirements of all laws or municipal ordinances now or at any time in force in the use of the Premises, (f) make no material alterations in the Premises, except as required by law or municipal ordinances such alterations have been previously approved in writing by Mortaggee, (g) refrain from impairing or diminishing the value of the Premises.

Further, Mortgagor covenants and agrees as follows:

Furthermore, Mortgagor does hereby pledge and assign to Mortgaggee, all rents, issues, profits, revenues, royalties, writings or verba, debts, bonuses and benefits under and by virtue of the Homestead Election Laws of the State of Illinois.