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

3. Upon the request of Mortgagor, Mortgagor shall deliver to Mortgagor at original leases of all or any portion of the Premises, together with assignments of such leases from Mortgagor to Mortgagor, which assignments shall be in form and substance satisfactory to Mortgagor. Mortgagor shall not, without Mortgagor's prior written consent, procure, permit or accept any prepayment, discharge or compromise of any rent or release any tenant from any obligation, at any time while the indebtedness secured hereby remains unpaid.

4. Any award of damages resulting from condemnation proceedings, exercise of the power of eminent domain, or the taking of the Premises for public use, is hereby transferred, assigned and shall be paid to Mortgagor, and such award or any part thereof may be applied by Mortgagor, after the payment of all of Mortgagor's expenses, including costs and attorneys' and paralegals' fees, to the reduction of the indebtedness secured hereby and Mortgagor is hereby authorized, on behalf and in the name of Mortgagor, to execute and deliver said documents and to appeal from any such award.

5. No remedy or right of Mortgagor hereunder shall be exclusive. Each right or remedy of Mortgagor with respect to the Liabilities, this Mortgage or the Premises shall be in addition to every other remedy or right that he or she hereafter existing at law or in equity. No debt by Mortgagor in exercising or failing to exercise, any remedy or right accruing on Default shall impair any such remedy or right or shall be construed to be a waiver of any such Default, or acquiescence therein, or shall affect any subsequent Default of the same or a different nature. Every such remedy or right may be exercised concurrently or independently, and when and as often as may be deemed expedient by Mortgagor.

6. Mortgagor shall keep the Premises and all buildings and improvements now or hereafter situated on the Premises insured against loss or damage by fire, lightning, windstorm, vandalism and malicious damage and such other hazards as may from time to time be designated by Mortgagor. Mortgagor shall keep all buildings and improvements now or hereafter situated on the Premises insured against losses or damage by flood. If the Premises is located in a flood hazard zone, Each insurance policy shall be for an amount sufficient to pay for the cost of replacing or repairing the buildings and improvements on the Premises and, in no event less than the principal amount of the Note. Mortgagor shall obtain liability insurance with respect to the Premises in an amount which is acceptable to Mortgagor. All policies shall be issued by companies satisfactory to Mortgagor. Each insurance policy shall be payable in case of loss or damage, to Mortgagor. Each insurance policy shall contain a lender's loss payable clause or endorsement, in form and substance satisfactory to Mortgagor. Mortgagor shall deliver all insurance policies, including additional and renewal policies, to Mortgagor. In case of insurance about to expire, Mortgagor shall deliver to Mortgagor renewal policies not less than ten days prior to the respective dates of expiration. Each insurance policy shall not be cancellable by the insurance company without at least 30 days prior written notice to Mortgagor.

7. Upon Default, Mortgagor hereunder, Mortgagor may, but need not, make any payment or performance, as required of Mortgagor hereunder, in any form and manner, or in the manner, as required by Mortgagor, and Mortgagor may, but need not, make full or partial payments of principal or interest on any encumbrances, liens or security interests affecting the Premises and Mortgagor may purchase, discharge, compromise, set off, settle any lien, or otherwise, or title or claim thereto, or release, from any tax sale or forfeiture affecting the Premises, or any tax assessment, all money, paid for any of the purposes herein authorized and expended, or is held or incurred in connection therewith, including attorneys' and paralegals' fees and any other funds advanced by Mortgagor to protect the Premises, to the remitter, plus reasonable compensation to Mortgagor for such expenses, including attorney's fees and expenses incurred in connection therewith, shall be so paid, subject to indebtedness secured hereby, and it shall be the remitter's right and duty to pay, and payable in their notice and with interest thereon, at a per annum rate equivalent to the post maturity rate set forth in the Note. Fraction of Mortgagor shall never be considered as a waiver of any right according to Mortgagor on account of any Default hereunder or the part of Mortgagor.

8. If Mortgagor makes any payment authorized by this Mortgage relating to taxes, assessments, charges, etc., security interests or encumbrances, Mortgagor may do so according to any bill, statement or estimate hereunder or the appropriate claim, retaining such funds without inquiry into the accuracy or validity of such bill, statement or estimate or into the validity of the lien, encumbrance, security interest, tax, assessment, sale, forfeiture, tax lien or title or claim thereof.

9. Upon Default, at the sole option of Mortgagor, the Note and/or any other Liabilities shall become immediately due and payable and Mortgagor shall pay all expenses of Mortgagor, including attorney's and paralegals' fees and expenses, incurred in connection with this Mortgage and all expenses incurred in the enforcement of Mortgagor's rights in the Premises and other costs incurred in connection with the disposition of the Premises. The term "Default" when used in this Mortgage has the same meaning as defined in the Note and includes the failure of the Mortgagor to completely cure any Cause for Default and to deliver to the Mortgagor, written notice of the non-cure of the Cause for Default within ten (10) days after the Mortgagor receives written notice to the Mortgagor that a Cause for Default has occurred and, assuming Default under the Note has so Default under this Mortgage. The term "Cause for Default" as used in this paragraph means any one or more of the events, conditions or acts defined as a "Cause for Default" in the Note, including but not limited to the failure of Mortgagor to pay the Note or Liabilities in accordance with their terms or failure of Mortgagor to comply with or to perform in accordance with any representation, warranty, term, provision, condition, covenant or agreement contained in this Mortgage, the Note or any instrument agreement or writing securing any Liabilities.

10. Notwithstanding any other provisions of this Mortgage, no sale, lease, mortgage, trust deed, grant by Mortgagor of an encumbrance of any kind, conveyance, transfer of occupancy or possession, contract to sell, or transfer of the Premises, or 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.

11. "Liabilities" means any and all obligations and indebtedness of Mortgagor to any other maker of the Note to Mortgagor for payment of any and all amounts due under the Note or this Mortgage, whether heretofore existing or arising, due or payable, hereinafter created arising or evidenced hereunder or under the Note, whether direct or indirect, absolute or contingent, primary or secondary, joint or several, whether existing or arising, together with attorney's and paralegals' fees relating to the Mortgagor's rights, liens and security interests hereunder, including all costs of the Mortgagor or drafting any documents for the Mortgagor at any time. Note that in the case of the taking of any or any portions of the Note, the Liabilities secured by this Mortgage shall not exceed the principal amount of the Note, plus interest thereon, and any disbursements made for the payment of taxes, special assessments, or insurance on the property subject to this Mortgage, with interest on such disbursements and if permitted by law, disbursements made by Mortgagor which are authorized hereunder and attorney's fees, costs and expenses relating to the enforcement or attempted enforcement of the Note and the Mortgage, plus interest as provided herein.

12. When the indebtedness secured hereby shall become due whether by acceleration or otherwise, Mortgagor shall have the right to foreclose the Note or this Mortgage. In any suit to foreclose the Note or this Mortgage, there shall be allowed and included in the judgment of foreclosure all expenditures and expenses which may be paid or incurred by or on behalf of Mortgagor for attorney's and paralegals' fees, appraiser fees, court costs, outlays for documentary and expert evidence, stenographers' charges, publication costs and costs of producing all abstracts of title, title searches and examinations, title insurance policies, Torrens certificates, tax and lien searches, and similar costs and disbursements in respect to the Note which may be deemed to be reasonably necessary either to prosecute the foreclosure suit or to expense 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, when incurred or paid by Mortgagor, shall become additional indebtedness secured hereby and shall be immediately due and payable, with interest thereon at the rate equivalent to the post maturity interest rate set forth in the Note. This paragraph shall also apply to any expenditures or expenses incurred or paid by Mortgagor or on behalf of Mortgagor in connection with any proceeding, including attorney's fees, probate and other legal 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 in any preparation 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 in any 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, whether or not actually commenced, or in any preparation for the defense of any threatened suit or proceeding against Mortgagor or the Premises or the security herefor, whether or not actually commenced.

13. 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 the immediately preceding paragraph; second, all other items which under the terms of this Mortgage constitute indebtedness secured by this Mortgage, additional to that evidenced by the Note, 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.

14. 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 regard to the gravity or the deficiency of Mortgagor or 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 home or by Mortgagor may be appointed as the receiver. Such receiver shall have powers to collect the rents, issues and profits of the Premises during the pendency of the foreclosure suit and, in case of a sale and deficiency, during the full statutory period of redemption, if any, whether there be redemption or not, as well as during any further time 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. The court in which the foreclosure suit is filed may from time to time authorize the receiver to apply the rents 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 or encumbrance 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.

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

16. Mortgagor shall have the right to inspect the Premises at all reasonable times and access thereto shall be permitted for the purpose.

17. Mortgagor agrees to release the lien of this Mortgage and pay all expenses, including recording fees and otherwise, to release the Note or this Mortgage, if the Mortgagor renders payment in full of all Liabilities secured by this Mortgage.

18. This Mortgage and all provisions hereof, shall extend to and be binding upon Mortgagor and all persons or parties claiming by, 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 by part thereof, whether or not such persons or parties shall have executed the Note or this Mortgage. Each Mortgagor shall be jointly and severally obligated hereunder. 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.

19. This Mortgage has been made, executed and delivered to Mortgagor in _____.

Witnessed and shall be construed to be executed in accordance with the laws of the State of Illinois. Whenever possible, each provision of this Mortgage shall be interpreted in such manner as to be effective and valid under applicable law. If any provisions of this Mortgage are prohibited by or determined to be invalid under applicable law, such provisions shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provisions or the remaining provisions of this Mortgage.

~~PREPARED BY: L. J. Peters~~

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BFC FORM NO. 123962

مختصر الموسوعة الفارسية ۵۵

89062500

THIS MORTGAGE is dated as of January 23, 1989 and is between
Richard L. Albiani and Genevieve V. Albiani, His Wife
Mortgagors and the NBD Highland Park Bank, N.A.

WITNESSETH

Mortgagor has executed a Revolving Credit Note dated the same date as this Mortgage payable to the order of Mortgagor (the "Note") in the principal amount of \$ 25,000.00, as the Line of Credit. Payments of accrued interest on the Note shall be due and payable beginning February 20, 1989 and continuing on the same day of each month thereafter, and the entire unpaid balance of principal and interest shall be due and payable on January 20, 1994. Interest on the Note shall be calculated on the daily unpaid principal balance of the Note at the per annum rate equal to one and one-half percent per annum in excess of the Variable Rate Index. As used in the Note and this Mortgage, "Variable Rate Index" will be the rate of interest or the highest rate in more than one published in The Wall Street Journal in the "Money Rates" column in the "Prime Rate" on the last business day of each month for the preceding business day. As used in the Note and this Mortgage, "business day" means any day other than a Saturday or Sunday or a legal holiday on which The Wall Street Journal is not published. Any change in the Variable Rate Index which results in the Variable Rate Index being more or less on the last business day of the month than it was on the first day of the billing cycle will become effective on the first day of the next billing cycle after the date of change in the Variable Rate Index. Any change in the Variable Rate Index which results in the Variable Rate Index being less or more on the last business day of the month than it was on the first day of the billing cycle will become effective on the first day of the billing cycle during which the change in the Variable Rate Index occurred. The Variable Rate Index may fluctuate under the Note from month to month with or without notice to the Bank by the undersigned. Any change in the Variable Rate Index will be apportioned to all the outstanding indebtedness under the Note, whether from any past or future principal advances theretofore. In the event The Wall Street Journal discontinues the publication of the "Prime Rate" in the "Money Rates" column, the Variable Rate Index shall be the interest rate published in the Federal Reserve Statistical Release H-15 for the last business day of each month, referred to as the "Data Date" for each month.

The maximum per annum rate of interest
on the Revolving Credit Note will not exceed 18.0%.

PIN #1520308011 Address: 1641 Healdon AVE, West Chester, IL

which is referred to herein as the "Premises", together with all improvements, buildings,添附物, appurtenances, fixtures or mineral rights located on or used in connection therewith, together with all structures including without limitation, all of the foregoing, leasehold interests, gas and oil, drilling, water, gas, power, mineral, timber, timbering, whether legally or otherwise controlled, and all streets, ways, shapes, structures and other features of land, gas storage and water tanks, whether legal or otherwise controlled, installed or placed upon or in the Premises, notwithstanding title to such items may be held by others, and all fixtures and equipment which are excluded from the security interest and less granted herein. The foregoing terms are and shall be deemed a part of the security interest and shall apply to the security for the last-mentioned.

The Note evidences the underlying debt as defined in the Russian Statute Chapter 17 Paragraph F(2). The term of the Mortgage securities payment plan is equal to the debt period and it is advances made under the Note to the same period as if such future advances were made on the date of the execution of the Mortgage without regard to whether or not there were any advances made at the time this Mortgage is executed and without regard to whether or not there are any payments in arrears at the time the Note is issued.

Further, Mortgagee can terminate Mortgagee's status, written or verbal notice, leases and profits of the Premises, including all those rights or interests, issues, profits, revenues, royalties, title, rights and benefits of the Premises, including all the deposits of money as advanced or received under any and all present and future leases of the Premises together with the right, but not the obligation to collect, receive, demand, sue for and recover the same when due or payable. Mortgagee by acceptance of this Mortgage agrees, as a personal covenant applicable to Mortgagee only, and not as a limitation or condition hereof and not available to shield the other joint debtholders, that unless a Default shall occur or an event shall occur which under the terms hereof entitles Mortgagee to terminate the Mortgagee's status, the joint debtholders shall have the right to require Mortgagee to pay to them, at any time, all or any part of the amount due or to become due under the Mortgage.

Further Mortgagee's Interest in Exempt Homestead Property Under and by virtue of the Homestead Exemption Laws of the State

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7. Mortgagor shall pay all taxes, rents, leases, rent or charges, levies, assessments, fees or impositions now or hereafter on the Premises which may become chargeable to the same, and shall pay all expenses of collection of any such amounts, and shall keep the Premises free from any encumbrances, liens, mortgages, or other burdens, and shall not do or suffer any act or omission which may be construed as an encumbrance on the Premises, and shall not require any person to remain on the Premises after the date of sale, and shall not charge on Mortgaged property a rent or lease for a longer time than the reasonable time for building or conducting business thereon, and shall not charge for the use of the Premises except as by law or ordinance, unless such rent or charge is paid by Mortgagor, and shall not charge for the use of the Premises except as by law or ordinance, unless such rent or charge is paid by Mortgagor.

THE UNDERSIGNED AGREE TO THE TERMS OF THIS NOTE SET FORTH ABOVE AND TO THE ADDITIONAL TERMS AND PROVISIONS SET FORTH ON THE REVERSE SIDE OF THIS DOCUMENT, WHICH ARE INCORPORATED BY REFERENCE HEREIN.

Digitized by srujanika@gmail.com

I have read and re-read both books.
 I believe I understand

NON-REFUNDABLE
TRAILER TRIM 4783 08/31/07 12:52:40
#8831 8-A #—47—082500
COOK COUNTY REVENUE

the County and State aforesaid do hereby certify that _____

the same persons whose names are personally known to me to be

corporation subscribed to the foregoing instrument, appeared before me this day in person and acknowledged unto me that they, be it further so duly authorized sign and delivered said instrument at this day.

This act and is the free and voluntary act of each corporation for the uses and purposes therefor.

Notes Page

W. G. BROWN & SONS

Curvy Customer

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