

# UNOFFICIAL COPY

Loan No. \_\_\_\_\_

89163261

## MORTGAGE

THE ABOVE SPACE FOR RECORDER'S USE ONLY

THIS INDENTURE, made March 28, 1982, between Robert E. Kuxi and Beata A. Kuxi,  
his wife, as joint tenants.

(herein referred to as "Mortgagors,") and GLADSTONE-NORWOOD TRUST & SAVINGS BANK, a banking corporation organized under the laws of the State of Illinois, doing business in Chicago, Illinois, herein referred to as "Mortgagee,") WITNESSETH

THAT WHEREAS Mortgagors are justly indebted to Mortgagee in the sum of Twenty thousand and 0/100ths

dollars (\$ 20,000.00) 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 Thirteen and 50/100ths per cent (13 1/2%) per annum prior to maturity, at the office of Mortgagee in Chicago, Illinois, in 36 successive monthly installments commencing April 1, 1982, and on the same date of each month thereafter, all except the last of said installments to be in the amount of \$ 281.75 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").

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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 for the further purpose of securing the payment of any and all obligations, indebtedness and liabilities of any and every kind now or hereafter owing and to become due from the Mortgagors or any of them to the Mortgagee or to the holder of said Note or to the Assignee of the Mortgage during the term of this mortgage, however created, incurred, evidenced, acquired or arising, whether under the Note or this mortgage or under any other instrument, obligation, contract or agreement of any and every kind now or hereafter existing or entered into between the Mortgagors or any of them and the Mortgagee or otherwise, and whether direct, indirect, primary, secondary, fixed or contingent, together with interest and charges as provided in said Note and in any other agreements made by and between the parties herein, and including all present and future indebtedness incurred or arising by reason of the guarantees to Mortgagee by Mortgagors or any of them or present or future indebtedness or obligations of third parties to Mortgagee, and of present and future indebtedness originally owing by Mortgagors or any of them to third parties and assigned by said third parties to Mortgagee, and any and all renewals or extensions of any of the foregoing, 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 Waiver to the Mortgagee, its successors and assigns, the following described Real Estate in the County of Cook and State of Illinois, in witness:

Lot 52 in Arlingdale, being H. J. Eckhard's Subdivision of West 2,346 feet of North ½ of Section 30, Township 42 North, Range 11 East of the Third Principal Meridian, lying South of Chicago and Northwestern Railroad in Cook County, Ill.

Tax IDs: 03-30-121-019

DEPT-01  
T#4444 - FROM 6425 04/13/82 12 33.00  
6425 R M-\$15 -1.65 \$12.64  
COOK COUNTY RECORDER

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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 therefrom for so long and during all such times as Mortgagors 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 thereto 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, front coverings, indoor beds, awnings, stoves and water heaters. 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 hereinafter 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 Mortgagors sell or convey the premises, or if the title thereto or any interest therein shall become vested in any manner whatsoever in any other person or persons other than Mortgagors, Mortgagee shall have the option of declaring immediately due and payable all unpaid installments on the Note and enforcing the provisions of this Mortgage with respect thereto unless prior to such sale or conveyance Mortgagee shall have consented thereto in writing and the prospective purchasers or grantees shall have executed written agreement in form satisfactory to the Mortgagee assuming and agreeing to be bound by the terms and conditions of said Note and this Mortgage.

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

(SEAL)

(SEAL)

Robert E. Kuxi

(SEAL)

Beata A. Kuxi

(SEAL)

STATE OF ILLINOIS )  
COUNTY OF COOK ) ss )  
In the State aforesaid, DO HEREBY CERTIFY THAT Robert E. KUXI & Beata A. KUXI, his wife,  
who are personally known to me to be the same person as \_\_\_\_\_ whose name is \_\_\_\_\_, 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 28th day of March, A.D. 19 82.

This document prepared by  
NINA D. GISPICH  
GLADSTONE NORWOOD TRUST & SAVINGS BANK, CHGO., ILL.

p NAME

STREET

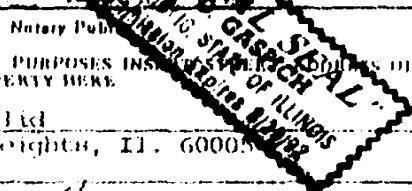
CITY

RECORDERS OFFICE BOX NO. 34

G/N 123 use with G/N 120

FOR RECORDER'S INDEX PURPOSES INDICATE ADDRESS OR  
NAME OF OWNER OF PROPERTY HERE

1210 W. Full Rd.  
Arlington Heights, IL 60005



# UNOFFICIAL COPY

**Page 1** THE COVENANTS, CONDITIONS AND PROVISIONS REFERRED TO ON PAGE 1 (THE REVERSE SIDE OF THIS MORTGAGE)

3. In addition to the monthly payments of principal and interest payable under the terms of the Note, the Mortgagor agrees to pay to the holder of the Note, when requested by the holder of the Note, such sums as may be specified for the purpose of establishing a reserve for the payment of premiums on policies of fire insurance and such other burdens as shall be required heretofore or hereafter levied on the mortgaged property, and for the payment of taxes and special assessments levied on the property, all as determined by the holder of the Note, such sums to be held by the holder of the Note without any allowance for interest, but for the payment of such premiums, taxes and special assessments provided that such request whether or not complied with shall not be construed to affect the obligations of the Mortgagor to pay such premiums, taxes and special assessments, and in case the mortgaged premises insured against loss or damage by fire is lightning, if, however, payment made hereunder for taxes, special assessments and insurance premiums shall not be sufficient to pay the amounts necessary so 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 payments to these purposes to be made by Mortgagor.

As a consequence of the above-mentioned developments, the present author has decided to withdraw his article from the present issue of the *Journal of World History*.

**1. Disputes** - Subject to the above, the Borrower may employ counsel the advice or other legal assistance at the Borrower's discretion in connection with any dispute as to the debt.

hereby accrued or the date of the instrument, in any litigation in which the Mortgagee may be made a party on account of this item or which may affect the title to the property securing the debt, but such debts accrued or which may affect said debt or him and any reasonable attorney's fees so incurred shall be added to and be a part of the debt hereby secured. Any costs and expenses reasonably incurred in the foreclosing of this mortgage, securing the same and in connection with any other dispute or litigation concerning said debt or title, including reasonably estimated amounts to conclude the opposition, shall be added to and be a part of the debt hereby secured. All such amounts shall be payable by the Mortgagor to the Mortgagee on demand, and if not paid shall be included in any decree or judgment as a part of

and mortgage debt shall be included in the rate of 11.5% per cent. 11.5% per annum.

**6. In case of default, claim, or notice, or may, but need not, make any payment or perform any act herein required of Mortgagor, in any form and manner deemed expedient, and, have, but need not, make full or partial payments of principal or interest on prior encumbrances, if any, and purchase, discharge, compromise or settle any such claim or other prior lien or title by whomsoever, or release from one's own sole or tenancy affecting said premises or causing any loss or encumbrance. All monies paid for any of the purposes herein mentioned and all expenses paid or incurred in connection therewith, including attorney's fees, and any other money advanced by Mortgagor for the discharge or to protect the premises and the same, less, shall be or much additional indebtedness accrued hereto and shall be immediately due and payable with**

in the discretion to protect his premises and the safety of his employees and the safety of the public. The City Manager may declare a declared default, and such default immediately, and the City Council shall have the right to require payment of all amounts due and owing by the City to the City Manager, and the City Manager may sue for the same.

2. Mortgagor, making any payment hereby authorized or required to secure the indebtedness, may do so according to any bill, statement or estimate prepared from the experience of the public office without inquiring into the accuracy, truth, correctness, value, feasibility, the time or rate of such claim.

3. At the option of the Mortgagor and without notice of Non-Performance, all unpaid indebtedness caused by this Mortgage shall, notwithstanding anything to the contrary in the Note or in this Mortgage or in the covenants, become due and payable at once, early in the case of default in making payment of any installments on the Note or on any other obligation.

9. In the event that Mortgagee, or either of them, default in the performance of any covenants contained in the Note, or in the performance of any other agreement of the Mortgagors herein contained, or if the Mortgagors shall fail to pay to the holder of the Note, forthwith and in effect for not more than 30 consecutive days, the sum of all principal and interest accrued on the Note and all other sums hereby secured, shall become forthwith due and payable on all of the said sums, and may be originally accelerated to be paid on such date, and thereafter the Mortgagee, without notice or demand, may pursue a suit or law and/or in equity for all amounts so secured hereby had matured prior to its acceleration. Furthermore, if laws or proceedings should be instituted against the premises upon any other legal action, the Mortgagee may at its option immediately upon institution of such suit or during the pendency thereof declare this Mortgage and the indebtedness secured hereby, and payable forthwith and may at its option proceed to foreclose this Mortgage.

10. When the condominiums are finally secured shall become due whether by acceleration or otherwise, Mortgagor shall have the right to foreclose the lien herein, in any or all foreclosures the lien herein, there shall be allowed and paid as additional indebtedness, in addition to all expenditures and expenses which may be paid or incurred by us on behalf of Mortgagor for attorney's fees, expenses, taxes, outlays for documents and other expenses, all attorneys' charges, publication costs and other expenses which may be incurred by us in connection with the collection of the debt so foreclosed after notice of the default of payment of all such indebtedness of title, title transfers and assignments, insurance certificates and similar documents with respect to title so Mortgagor has a claim to be reasonably compensated either in pursuing such suit or in evidence in bidding or at sale which may be had pursuant to such decree the true condition of the title or the value of the premises. All expenditures and expenses of legal action or proceedings, including attorney's fees, court costs, and all other expenses, shall be allowed and paid as additional indebtedness secured hereby and to be fully due and payable with interest thereon at the rate of six percent (6%) per annum, plus paid or incurred by Mortgagor in connection with all such proceedings, including protests and bankruptcy proceedings, which indebtedness shall be a claim, either as plaintiff, claimant or defendant, by reason of this Mortgage, of any amount, including, but not limited to, the sum necessary for the defense.

11. The proceeds of any foreclosure sale of the premises shall be distributed and applied in the following order: First, on account of all costs and expenses incident to the foreclosure proceedings, including all court fees as are mentioned in the preceding paragraph; second, all other items which under the terms hereof constitute indebtedness additional to that evidenced by the Note with interest thereon as herein provided; third, all principal and interest remaining unpaid on the Note, fourth, any encumbrances on Mortgaged, thereafter, legal representatives or assigns, as their rights may appear.

12. Upon, or as soon after the filing of suit to foreclose this Mortgage, as the Court in which such suit is filed may fix a point or points of trial, such appearance may be made and entries before any other court, without notice, without regard to the sufficiency or insufficiency of Mortgaged as a cause of application for such relief.

and without regard to the then value of the premises or whether the same shall be then occupied as a home or not, and the Mortgage may be exercised at such time. Such receiver shall have power to collect the rents, issues and profits of said premises during the pendency of such trust, to sue and defend, in case of a sale and a conveyance, during the full statutory period of redemption, whether there be redemption or not, as well as during any further times when, in his judgment, except for the non-payment of such receiver, would be entitled to collect such rents, issues and profits, and all other powers which may be necessary or convenient in such cases for the protection, maintenance and repair, preservation, control, management and operation of the premises during the whole of said period. The trustee from time to time may choose the receiver to apply the non-income to his hands in payment of what is due in part of the indebtedness so secured hereby, or provide for the payment of the Mortgage, by any law, special arrangement or otherwise which may be or become superior to the lien created by or given by such party or parties thereto.

13. The Mortgagee will not at any time, insist upon, or plead, or in any manner whatsoever claim or take any benefit or advantage of, any law or statute or regulation, any deduction from execution or sale of the premises or any fees thereof, whatsoever created, now or at any time hereafter enacted, which may affect the rights and covenants or the performance of this Mortgage, nor claim, take, or insist upon, any benefit or advantage of any law or statute in force providing for the reduction or discharge of the premises, or any part thereof, prior to our duly or duly threaten'd which may be made pertinent to any provision herein, or, or subject to the decision, judgment, or order of any court of competent jurisdiction; and the Mortgagee hereby expressly waives all benefit or advantage of any such law or fee, or deduction, or delay, or impediment the execution of our power herein granted or delegated to the Mortgagee, but in so far as and permit the execution of every power as though such law had been made or enacted. The Mortgagee, for itself or themselves and all who may claim under it or them, waives, to the extent that it may lawfully be, all right or cause the Mortgagee may have or have had against the premises.

18. No action for the enforcement of the item or of any provision hereof shall be subject to any defense which would not be good and available in the party interposing it as an action at law upon the date.

19. In case this agreement, or any part thereof, shall be taken by condemnation, the Mortgagor is hereby charged to suffer and receive all compensation which may

13. If, upon the premises, or any part thereof, shall be made by condemnation, the Mortgagee is hereby empowered to sell it and receive all compensation which may be paid for any property taken, or for damages to any property not taken, and all condemnation compensation so received shall be forthwith applied by the Mortgagee as it deems fit, to the immediate reduction of the indebtedness accrued hereby, up to the repair and restoration of any property so damaged; provided, that any excess over the sum of the indebtedness shall be delivered to the Mortgagee at their expense.

17. In the event new buildings and improvements are now being or are to be erected or placed on the premises (hereinafter referred to as "new buildings and improvements") in accordance with the plans and specifications approved by Mortgagor, or within thirty days prior to the due date of the first payment of principal, or if work on said construction should cease before completion and the work should remain undone for a period of thirty days, then and in either event, the same 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 of work upon the construction of the said buildings or improvements for the period of thirty days subsequent, Mortgagor may, at his option, after notice sent and upon the mortgaged premises and complete the construction of the said buildings and improvements money expended by Mortgagor in connection with such completion of construction shall be added to the principal amount of said Note and accrued by them, and shall be payable by Mortgagor on demand, and interest at the rate of **14.50** percent per annum, to the extent Mortgagor shall elect to defer construction, Mortgagor shall have full and complete authority to employ contractors to proceed with the improvements from time to time and in process and at the reasonable expense thereto, to continue any and all outstanding contracts for the erection and completion of said buildings, to make and enter into covenants and obligations, otherwise necessary, either in his own name or in the name of Mortgagor, and to sue and discharge the same.

10. A recoupeage of said premises shall be made by the Mortgagor, on full payment of the indebtedness aforesaid, the performance of all covenants and agreements herein made by the Mortgagor, and the payment of the reasonable fees of said Mortgagee.

9. This Mortgage and all possessory rights, shall extend to and be binding upon Mortgagor and all persons claiming under or through Mortgagor, and the word "Mortgagee" when used herein shall include all such persons and all persons liable for the payment of the indebtedness at any past due date, whether or not such persons shall have received this Note or this Mortgage.