# Box, UNOFFICIAL

COOK COUNTY. ILLINOIS FILED FOR RECORD

WHEN RECORDED MAIL TO:

RIVER FOREST STATE BANK AND TRUST COMPANY 7727 West Lake Street River Forest, Illinois 60305 ATTN: Real Estate Department 1989 JUL 21 PH 2: 57

89333681

Space Above This Line For Recorder's Use

#### RIVER FOREST STATE BANK AND TRUST COMPANY 7727 West Lake Street River Forest, Illinois 60305

#### MORTGAGE

\$16.00

THE NOTE SECURED BY THIS MORTGAGE CONTAINS NOTICE TO BORROWER: PROVISIONS ALLOWING FOR CHANGES IN THE INTEREST RATE. INCREASES IN THE INTEREST RATE MAY RESULT IN HIGHER PAYMENTS. DECREASES IN THE INTEREST RATE MAY RESULT IN LOWER PAYMENTS.

THIS MORTGAGE, is de this 18th day of July, 1989, between STEPHEN SMAHA AND CAROL SMAHA, his wife, of 5910 Blooming the Court, N. Bethesta, MD 20852, (hereinafter referred to as "Mortgagor") and the RIVER FOREST STATE ANK AND TRUST COMPANY, (hereinafter referred to as "Mortgagee").

	CTANT TOTAL
	WHEREAS Manager is indebted to the state of the state of
	WHEREAS, Mortgagor is indebted to Mortgagee in the principal sum of
ONE	HINDRED EIGHT THOUSAND DOLLARS (\$ 180,000.00 ) which indebtedness is evidenced by
	Mortgagor's Note dated July 18, 1989, (herein referred to as the "Note"),
	WHEREAS, the Note provides for interest to be charged on the balance of principal
	months. The initial interest rate charged under the Note for the first twelve months shall be
	remaining from time to time outstanding at a rate which shall be adjusted at intervals of twelve months. The initial interest rate charged under the Note for the first twelve months shall be ten and redths percent (10/25 %). During the remaining term of the Note,
	one numerical percent and the latest
	interest shall be charged on the balance of principal remaining from time to time outstanding at a rate equal to three percent 3.00 %) above the weekly average yield
	a rate equal to three percent % above the weekly average yield
	on United States Treasury Securities adjusted to a constant maturity of one year; and
	SKUNUH XIZ DIAZUCHI ENO
	WHEREAS, the Note provides for initial monthly installments of FIFTY-THREE AND THIRTY-
	DOLLARS (\$ 1,653.37 ) on the first day of each month commenced with
	August 1, 1989 with the balance of the indebt dress, if not sooner paid, due and payable on
	July 1, 1999
	NOW, THEREFORE, the Mortgagor, to secure the payment of the Note with interest
	thereon, the payment of all other sums with interest thereon advanced in accordance herewith
	to protect the security of this Mortgage, and the performance of the covenants and agreements
	of the Mortgagor herein contained, the Mortgagor does hereby mortgage, grant, and convey to

Mortgagee the following described real estate located in the County of of Illinois:

(LEGAL DESCRIPTION)

SEE ATTACHED

P.I.N.: 04-21-203-002-0000

114 Penn Court, Glenview, Illinois 60025
ss of \_\_\_\_\_\_ (herein referred to as "Property Address"). Which has the address of

TOGETHER with all the improvements now or hereafter erected on or attached to the property, and all easements, rights, appurtenances, rents, royalties, mineral, oil and gas

This instrument was prepared by:

Claude E. L'Heureux, Assistant Vice President River Forest State Bank and Trust Company 7727 West Lake Street River Forest, Illinois 60305

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rights and profits, water, water rights, and all fixtures now or hereafter attached to the property, all of which including replacements and additions thereto, shall be deemed to be and remain a part of the property covered by this Mortgage and all of the foregoing together with said property (or the leasehold estate if the Mortgage is on a leasehold) are herein referred to as the "Premises".

Mortgagor convenants that Mortgagor is lawfully seized of the estate hereby conveyed and has the right to mortgage, grant and convey the Premises, that the Premises is unencumbered and Mortgagor will warrant and defend generally the title to the Premises against all claims and demands, subject to any declarations, easements or restrictions listed in a schedule of exceptions to coverage in any title insurance policy insuring Mortgagor's interest in the Premises.

#### IT IS FURTHER UNDERSTOOD THAT:

- 1. Mortgagor shall promptly pay when due the principal of and interest on the indebtedness evidenced by the Note, and late charges as provided in the Note, and the principal of and interest on any future advances secured by this Mortgage.
- 2. In addition, the Mortgagor shall:
  - (a) Fromptly repair, restore or rebuild any improvement now or hereafter on the property which may become damaged or destroyed.
  - (b) Pay implicately when due and payable all general taxes, special taxes, special assessments, water charges, sewer service charges and other taxes and charges against the property, including those heretofore due, (the monthly payments provided in the Note in anticipation of such taxes and charges to be applied thereto provided said payments are actually made under the terms of said Note), and to furnish the Mortgage, upon request, with the original and duplicate receipts therefor, and all such items extended against said property shall be conclusively deemed valid for the purpose of this requirement.
  - Keep the improvements now existing or hereafter erected on the property insured against loss or damage by fire, lightning, wind storm or such other hazards, as the Mortgagee may reasonably require to be insured against under policies providing for payment by the insurence companies or monies sufficient either to pay the cost of replacing or repairing the same or to pay in full the indebtedness secured hereby, in such companies through such agents or brokers and in such form as shall be satisfactory to the Mortgagee, until said indebtedness is fully paid, or in the case of foreclosure, until expiration of the perior of redemption; such insurance policies, including additional and renewal policies shall be delivered to and kept by the Mortgagee and shall contain a clause satisfactory to the Mortgagee making them payable to the Mortgagee, as its interest may appear, and in case of loss under such policies, the Mortgagee is authorized to adjust, collect and compromise, in its discretion, all claims thereunder and the Mortgagor egrees to sign upon demand, all receipts, vouchers and releases required of him by the insurance companies; application by the Mortgagee of any of the proceeds of such insurance to the indebtedness hereby secured shall not excuse the Moligagor from making all monthly payments until the indebtedness is paid in full. In the event of a loss, Mortgagor shall give prompt notice to the insurance carrier and Mortgagee. Mortgagee may make proof of loss if not made promptly by Morie igor. All renewal policies shall be delivered at least ten (10) days before such insurance shall expire. All policies shall provide further that Mortgagee shall receive ter (10) days notice prior to cancellation.
  - (d) Complete within a reasonable time any buildings or improvements now or at any time in process of erection upon said property.
  - (e) Keep said Premises in good condition and repair without waste and free from any mechanics or other lien or claim of lien not expressly subordinated to the lien hereof.
  - (f) Not suffer or permit any unlawful use of or any nuisance to exist on said Premises nor to diminish nor impair its value by any act or omission to act.
  - (g) Comply with all requirements of law or municipal ordinances with respect to the Premises and the use thereof.

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- (h) Comply with the provisions of any lease if this Mortgage is on a leasehold.
- (i) Pay the premiums for any life, disability or other insurance if Mortgagor shall procure contracts of insurance upon his life and disability insurance making the Mortgagee assignee thereunder. In such event and upon failure of Mortgagor to pay the aforesaid premiums, the Mortgagee may pay the premiums for such insurance and add said payments to the principal indebtedness secured by this Mortgage to be repaid in the same manner and without changing the amount of the monthly payments, unless such change is by mutual consent.
- (j) In the event this Mortgage is on a unit in a condominium, perform all of Mortgagor's obligations under the declaration or covenants creating or governing the condominium, the By-laws and regulations of the condominium and the constituent documents.
- Any sale, conveyance, or transfer of any right, title or interest in the premises or any portion thereof or any sale, transfer or assignment of all or any part of the Deneficial interest in any trust holding title to the Premises without the prior written approval of the Mortgagee shall, at the option of the Mortgagee, constitute a default hereunder on account of which the holder of the Note secured hereby may declare the entire indebtedness evidenced by said Note to be immediately due and payable and foreclose this Mortgage immediately or at any time such default occurs.
- 4. In the case of a failure to perform any of the covenants herein, or if any action or proceeding is commenced which materially affects the Mortgagee's interest in the property, including but not limited to eminent domain, insolvency, code enforcement, or arrangements or proceedings involving a bankrupt or decedent, the Mortgagee may do on the Mortgagor's behalf everything so covenented; the Mortgagee may also do any act it may deem necessary to protect the lien hereof; and the Mortgagor will repay upon demand any monies paid or disbursed; including reasonable attorney's fees and expenses, by the Mortgagee for any of the above purposes and such monies together with interest thereon at the highest rate for which it is then lawful to contract shall become so much additional indebtedness hereby secured and may be included in any decree foreclosing this mortgage and be paid out of the rents or proceeds of sale of said Premises if not otherwise paid. It shall not be obligatory upon the 'Mcrtgagee to inquire into the validity of any lien, encumbrance or claim in advancing nonies as above authorized, but nothing herein contained shall be construed as requiring the Mortgagee to advance any monies for any purpose nor to do any act hereunder, and the Mortgagee shall not incur any personal liability because of anything it riay do or omit to do hereunder nor shall any acts of Mortgagee act as a waiver of Mortgagee's right to accelerate the maturity of the indebtedness secured by this Mortgage or to proceed to foreclose this mortgage.
- Time is of the essence hereof, and if default be made in performance of any covenant herein contained or contained in the Note c. in making any payment under said Note or obligation or any extension or renewal thereof, or if proceedings be instituted to enforce any other lien or charge upon any of the Premises, or upon the filing of a proceeding in bankruptcy by or against the Morigagor, or the Mortgagor shall make an assignment for the benefit of his creditors or if his property be placed under control of or in custody of any court or officer of the government, or if the Mortgagor abandons the Premises, or fails to pay when due any charge or assessment (whether for insurance premiums, maintenance, taxes, capital improvements, purchase of another unit, or otherwise) imposed by any condominum, townhouse, cooperative or similar owner's group, then and in any of said events, the Mortgagee is hereby authorized and empowered, as its option and without affecting the lien, hereby created or the priority of said lien or any right of the Mortgagee hereunder, whether or not such default be remedied by Mortgagor, and apply toward the payment of said mortgage indebtedness any monies of the Mortgagor held by the Mortgagee, and said Mortgagee may also immediately proceed to foreclose this Mortgage, and in any foreclosure a sale may be made of the Premises enmasse without offering of the several parts separately.
- 6. Upon the commencement of any foreclosure proceeding hereunder, the court in which such bill is filed may at any time, either before or after sale, and without notice to the Mortgagor, or any party claiming under him, and without regard to the

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solvency of the Mortgagor or the then value of said Premises, or whether the same shall then be occupied by the owner of the equity of redemption as a homestead, appoint a receiver with power to manage and rent and to collect the rents, issues and profits of said Premises during the pendency of such foreclosure suit and the statutory period of redemption, and such rents, issues and profits, when collected, may be applied before as well as after the foreclosure sale, towards the payment of the indebtedness, costs, taxes, insurance or other items necessary for the protection and preservation of the Premises, including the expenses of such receivership, or on any deficiency decree whether there be a decree therefore in personam or not, and if a receiver shall be appointed he shall remain in possession until the expiration of the full period allowed by statute for redemption, whether there be redemption or not, and until the issuance of a deed in case of sale, but if no deed be issued, until the expiration of the statutory period during which it may be issued and no lease of said Premises shall be nullified by the appointment or entry in possession of a receiver but he may elect to terminate any lease junior to the lien hereof; and upon foreclosure of said Premises, there shall be allowed and included as an additional indebtedness in the decree of sale all expenditures and expenses together with interest thereon at the rate of twenty (20%) percent per annum, or if said rate of interest is higher than permitted by state law, then to the highest rate permitted by state law, which may be paid or incurred by or in behalf of the Mortgagee for ittorneys' fees, appraiser's fees, court costs and costs (which may be estimated as to include items to be expended after the entry of the decree) and of procuring all such data with respect to title as Mortgagee may reasonably deem necessary either to prosecute such suit or to evidence to bidders at any sale held pursuant to such decree the true title to or value of said Premises; all of which aforesaid amounts together with interest as herein provided shall be immediately due and payable by the Mortgage, in connection with (a) any proceeding, including a probate or bankruptcy proceedings to which either party hereto shall be a party by reason of this Mortgage or the Note hereby secured; or (b) preparations for the commencement of any suit for the foreclosure hereof after the accrual of the right to foreclose, whether or not actually commenced; or (c) preparations for the defense of or intervention in very suit or proceeding or any threatened or contemplated suit or proceeding, which might affect the Premises or the security hereof. In the event of a foreclosure sale of sale Premises there shall first be paid out of the proceeds thereof all of the aforesaid items, then the entire indebtedness whether due and payable by the terms hereof or not and the interest due thereon up to the time of such sale, and the overplus, if ary, shall be paid to the Mortgagor, and the purchaser shall not be obliged to see to the application of the purchase money.

- Extension of the time for payment connodification or amortization of the sums secured by this Mortgage granted by Mortgagee to any successor in interest of Mortgagor shall not operate to release in any manner the liability of the original Mortgagor and Mortgagor's successor in interest. Mortgagee shall not be required to commence proceedings against such successor or refuse to extend time for payment or otherwise modify amortization of the sum secured by this Mortgage by reason of any demand made by the original Mortgagor and Mortgagor's successor in interest.
- 8. Any forebearance by Mortgagee in exercising any right or remedy hereunder or otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of any such right or remedy. The procurement of instrance or the payment of taxes or other liens or charges by Mortgagee shall not be a waiver of Mortgagee's right to accelerate the indebtedness secured by this Mortgage.
- 9. All remedies provided in this Mortgage are distinct and cumulative to any other right or remedy under this Mortgage or afforded by law or equity and may be exercised concurrently, independently or successively.
- The covenants contained herein shall bind and the rights hereunder shall inure to the respective successors and assigns of Mortgagee and Mortgagor subject to the provisions of paragraph 3 hereof. All covenants and agreements of Mortgagor shall be joint and several.
- 11. Except to the extent any notice shall be required under applicable law to be given in another manner, any notice to Mortgagor shall be given by mailing such notice by certified mail addressed to Mortgagor at the Property Address or at such other address as Mortgagor may designate by notice to Mortgagee as provided herein and any notice to Mortgagee shall be given by certified mail, return receipt requested to Mortgagee's address stated herein or to such other address as Mortgagee may designate by notice to Mortgagor as provided herein. Any notice provided for in this

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mortgage shall be deemed to have been given to Mortgagor or Mortgagee when given in the manner designated herein.

- Upon payment of all sums secured by this Mortgage, Mortgagee shall release Mortgage without charge to Mortgagor. Mortgagor shall pay all costs of 12. recordations of any documentation necessary to release this mortgage.
- 13. Mortgagor hereby waives all right of homestead exemption in the Premises and grants to Mortgagee the right to inspect the Premises at all reasonable times and access thereto shall be permitted for that purpose.
- 14. Mortgagor assigns to Mortgagee and authorizes the Mortgagee to negotiate for and collect any award for condemnation of all or any part of the Premises. The Mortgagee may, in its discretion, apply any such award to amounts due hereunder, or for restoration of the Premises.
- 15. If the Mortgagor is a corporation, the Mortgagor hereby walves any and all rights of redemption from sale under any order or decree of foreclosure of this Mortgage on its own behalf and on behalf of each and every person, except decree or judgment creditors of the Mortgagor, acquiring any interest in or title to the Premises sul sequent to the date of this Mortgage.
- This fortgage shall be governed by the law of the jurisdiction in which the Premises 16. are located. In the event one or more of the provisions contained in this Mortgage shall be prohibited or invalid under applicable law, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Mortgage.

IN WITNESS WHEREOF, the undersigned have signed this Mortgage on the day and

MY COMMISSION EXPIRES 12/2/90

17. It is the intent hereof to secure payment of the Note.

year first above written at River Forest, Illinois.
X Stephen Smaria X Carol Smaria
STATE OF ILLINOIS )  OUNTY OF
CERTIFY THAT: Stephen Smala and personally known to me to be the same person(s) whose name(s) (**)(are) subscribed to the foregoing instrument, appointed before me this day in personand acknowledged that they signed, sealed and daily ered the said instruments as their free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the Right of Homestead.
GIVEN under my hand and notarial seal, this 18th day of July, 1989.  NOTARY PUBLIC
My Commission Expires 12-2-90  Wy Commission Expires 12-2-90  WY COMMISSION EXPIRES 12/10/25

on th**os transmission** and only or some in Tables and the section of the section of moving about many graphs for legiting track on a configuration wilderform the group of the August 1980 of the first of the end of the second of the s tina indicementary as the legislatural carrier of an antice of the college predeficience of the second of the seco Spelling M. G. C. the degree star mean case one sets to the description of the set Starting of the State of the state of the start of re a callenda la callen a patrola della call en a en fraud de la la caracte dessination de la sentimient de la reconstruction de la segmentation de la caracter de la carac regranded judit to encountry and bound of this electric cut for a regranded to 1960 - Visit (1980) graph of the state of th Of Collusion and heavy a manuscript, and a testing of the force on and all our square who abit have leaded the south of the article of expensive at 医乳酪 测量器 电流 40° (学研究) erosia urbit Kongresia THESE of the personal street early comments of a reference stand to be started and the started at the started Martin Description Long and the News terrent el entre entre entre entre el grante de and the engineers of their court before within the first of a great point of the court of the co The Marie Control of the Marie OFFICIAL SEAL OFFICE A. PERLL MINES OF COLUMN OF THE COLUM الايتاط والموادية والمجال متهاجها والمعاطية خوا الأعام والمتناسية

R. Wall

#### LEGAL DESCRIPTION

UNIT 2-20-M-I-114 IN PRINCETON VILLAGE CONDOMINIUM, GLENVIEW, ILLINOIS, AS DELINEATED ON A SURVEY OF THE FOLLOWING DESCRIBED REAL ESTATE:

PART OF PRINCETON VILLAGE BEING A SUBDIVISION OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 21, TOWNSHIP 42 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

WHICH SURVEL IS ATTACHED AS EXHIBIT "A" TO THE DECLARATION OF CONDOMINIUM OWNERSHIP RECORDED IN THE OFFICE OF THE RECORDER OF DEEDS OF COOK COUNTY, ILLINOIS ON JUNE 30, 1989 AS DOCUMENT NUMBER 89-300,376 TOGETHER WITH A PERCENTAGE OF THE COMMON ELEMENTS APPURIENANT TO SAID UNIT AS SET FORTH IN SAID DECLARATIONS, AS A ENDED FROM TIME TO TIME, WHICH PERCENTAGE SHALL AUTOMATICALLY CHARGE IN ACCORDANCE WITH THE AMENDED DECLARATION AS SAME ARE FILED OF RECORD, IN COOK COUNTY, ILLINOIS.

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

This mortgage is subject to all rights, samewarts, 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.

A9333681