

Loan No. _____

MORTGAGE

THE ABOVE SPACE FOR RECORDER'S USE ONLY

THIS INDENTURE, made June 13, 1990, between James J. Gerardi and Julia E. Gerardi, 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 Fifty thousand two hundred forty-four and 75/100ths dollars (\$ 50,244.75) 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 11.875 per cent (11-7/8 %) per annum prior to maturity, at the office of Mortgagee of Chicago, Illinois, in 36 successive monthly installments commencing July 13, 1990, and on the same date of each month thereafter, all except the last of said installments to be in the amount of \$ 717.24 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 12.875% per annum; together with all costs of collection, including reasonable attorneys' fees, upon default, (hereinafter referred to as the "Note"),

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 Mortgagee during the term of this mortgage, created, incurred, evidenced, acquired or arising, under the Note of this mortgage together with interest and charges as provided in said Note and any and all renewals of extensions or 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 Warrant to the Mortgagee, its successors and assigns, the following described Real Estate in the County of COOK and State of Illinois, to wit:

LOT TWO HUNDRED NINETY FOUR (294)

In Timbercrest Woods Unit No. 5, being a subdivision in the Southeast Quarter (¼) of Section 21, and the Southwest Quarter (¼) of Section 22, both in Township 41 North, Range 10, East of the Third Principal Meridian, according to Plat thereof registered in the Office of the Registrar of Titles of Cook County Illinois, on November 21, 1967, as document number 2360643.

THIS IS A JUNIOR MORTGAGE

which, with the property hereinafter described, is referred to herein as the "premises" TOGETHER with all improvements, encumbrances, easements, fixtures and appurtenances thereto belonging, and all rents, issues and profits thereof 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 therein 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, floor coverings, inador 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 hereafter 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 interest deposits, for acceleration of maturity of the Note and foreclosure hereof in case of default and for the allowance of Mortgagee's attorneys' 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 a 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.

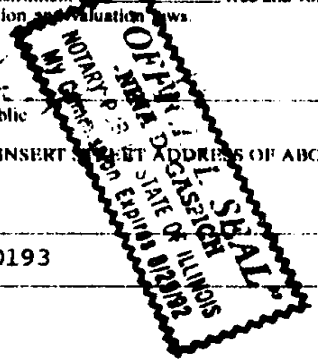
Signed and sealed by the Mortgagors on the date first above written.

X James J. Gerardi (SEAL) X Julia E. Gerardi (SEAL) 00
 James J. Gerardi 90419234 Julia E. Gerardi TRN 5070 08/28/90 15.34.00
 (SEAL) (SEAL) 419234

STATE OF ILLINOIS) I, Nina D. Gaspich a Notary Public in and for and residing in said County,
 COUNTY OF Cook) SS in the State aforesaid, DO HEREBY CERTIFY THAT James J. Gerardi and Julia E. Gerardi, his
 who are personally known to me to be the same person s whose name s ake 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 volunt-
 ary 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 13th day of June, A.D. 19 90

This document prepared by Nina Gaspich
5200 N. Central, Chicago, Il. 60630
 D E L I V E R Y
 GLADSTONE-NORWOOD TRUST & SAVINGS BANK
 5200 N. CENTRAL
 CHICAGO, IL 60630
 RECORDER'S OFFICE BOX NO. 34

Nina D. Gaspich
 Notary Public
 FOR RECORDERS INDEX PURPOSES INSERT
 DESCRIBED PROPERTY HERE
330 Evergreen Ct.
Schaumburg, Il. 60193



LAND TITLE CO.

1-10375-C

3907580

11-19-95

8851002

UNOFFICIAL COPY

THE COVENANTS, CONDITIONS AND PROVISIONS RELATIVE TO THE REPAYMENT OF THIS MORTGAGE:

1 Mortgagee covenants and agrees (1) To pay semi-monthly installments and the interest thereon as herein and in said Note or other evidence thereof provided, or according to any agreement extending the time of payment thereof, (2) To pay when due the taxes and assessments on the premises, special taxes, special assessments, water charges, and sewer service charges against the premises (including those levied on the premises), and to furnish Mortgagee upon request, duplicate receipts therefor, and all such items extended against said premises shall be conclusively deemed valid for the purpose of this engagement; (3) To keep the improvements now or hereafter upon said premises insured against damage by fire and such other hazards as the Mortgagee may require to be insured against; and to provide liability insurance and such other insurance as the Mortgagee may require, until said indebtedness is fully paid, or in case of foreclosure, until expiration of the period of redemption, for the full insurable value thereof, in such companies, and in such form as shall be satisfactory to the Mortgagee; such insurance policies shall comply with the Mortgagee during said period or periods, and contain the usual clause satisfactory in the Mortgagee making them payable to the Mortgagee; and in case of foreclosure sale payable to the creditor of the mortgagor; (4) To cause the owner of any deficiency, any receiver in redemption, or any assignee in a deed, and in case of loss under such policies, the Mortgagee is authorized to adjust, collect and compromise; in its discretion, all claims thereunder and to cause and deliver on behalf of the Mortgagee all necessary proofs of loss, receipts, vouchers, releases and acquittances required to be signed by the insurance companies, and the Mortgagee agrees to sign, upon demand, all receipts, vouchers and releases required of it to be signed by the Mortgagee for such purpose; and the Mortgagee is authorized to apply the proceeds of any insurance claim to the reimbursement of the premises of the indebtedness hereby secured in its discretion, but monthly payments shall continue until said indebtedness is paid in full; (5) Immediately after destruction or damage, or extinguishment and (properly completed) the rebuilding or reconstruction of buildings and improvements now or hereafter on said premises, unless Mortgagee elects to apply on the indebtedness secured hereby the proceeds of any insurance covering such destruction or damage; (6) To keep said premises in good condition and repair, without waste, and free from any encumbrance or other lien or claim of lien not expressly subordinated in writing to the lien hereof; (7) Not to lease, 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 in fact; (8) To comply with all requirements of law with respect to the premises and the use thereof; (9) Not to suffer, suffer or permit, without the written permission of the Mortgagee being first had and obtained (A) any use of the premises for any purpose other than that for which it is now used, (B) any alteration of the improvements, appurtenances, fixtures or equipment now or hereafter upon said premises, (C) any purchase on conditional sale, lease or agreement under which title is reserved in the vendor, of any apparatus, fixtures or equipment to be placed in or upon any buildings or improvements on said premises, (9) To pay the premiums on Mortgage (Life) Insurance covering this mortgage when required by Mortgagee pursuant to its written commitment, and (10) To pay when due any indebtedness which may be incurred by a lien or charge upon the premises, superior to the lien hereof, and upon receipt, exhibit satisfactory evidence of the discharge of each prior lien to Mortgagee.

2 In addition to the monthly payments of principal and interest payable under the terms of the Note, the Mortgagee 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 hazards as shall be required hereunder covering the mortgaged property, and for the payment of taxes and special assessments as curing on the property (all as indicated by the holder of the Note); such sums to be held by the holder of the Note without any allowance for interest, 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 Mortgagee to pay such premiums, taxes and special assessments, and to keep the mortgaged premises insured against loss or damage by fire or lightning. If, however, payments made hereunder for taxes, special assessments and insurance premiums shall not be sufficient to pay the amounts necessary as they become due, then the Mortgagee shall pay the necessary amount to make up the deficiency. If amounts collected for the purpose advanced exceed the amount necessary to make such payment, such excess shall be credited on subsequent payments for these purposes in the hands of Mortgagee.

3 The privilege is granted to make prepayments on the principal of this Note by interest payment days upon the basis of thirty days per annum. Any such prepayment shall be applied to any indebtedness on this Note which is due at the time of such prepayment. No charge shall be made for the prepayment of principal and interest on this Note.

4 Mortgagee agrees that Mortgagee may employ counsel for advice or other legal service at the Mortgagee's discretion in connection with any dispute as to the debt hereby secured or the lien of the loan hereof, or any litigation in which the Mortgagee may be made a party on account of this lien or which may affect the title to the property securing the indebtedness hereby secured or which may affect said debt or lien 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 foreclosure of this mortgage and sale of the property securing the same in connection with any other dispute or litigation affecting said debt or lien, including reasonably estimated amounts to conclude the transaction, shall be added to and be a part of the debt hereby secured. All such amounts shall be payable by the Mortgagee to the Mortgagee on demand, and if not paid in full shall be included in any decree or judgment in a part of said mortgage debt and shall include interest at the rate of 12.875 per cent (12-7/8 %) per annum.

5 In case of default therein Mortgagee may, but need not, make any payment or perform any act herein required of Mortgagee in any form and in such amount, interest, and tax, and upon such conditions, as to the full or partial payment of principal or interest or principal or interest, or any purchase, discharge, compromise or set off any tax or other prior lien or claim or claim thereof, or redemption from any tax sale or foreclosure sale, and pay or cause to be paid any tax or assessment. All moneys paid or any of the purposes herein authorized and all expenses paid or incurred in connection therewith, including attorney's fees, and any other moneys advanced by Mortgagee in its discretion to protect the premises and the lien hereof, shall be so much additional indebtedness secured hereby, and shall become immediately due and payable without notice and with interest thereon at the rate of 12.875 per cent (12-7/8 %) per annum. The balance of Mortgage shall never be considered as a waiver of any right accruing to it on account of any default hereunder on the part of Mortgagee.

6 Mortgagee making any payment hereby authorized relating to, or in or in connection with, any tax or assessment, may do so according to any bill, statement or estimate procured from the appropriate public office without inquiry into the accuracy of such bill, statement or estimate or into the validity of such assessment, sale, forfeiture, tax, lien or title or claim thereof.

7 At the option of the Mortgagee and without notice to Mortgagee, all unpaid indebtedness secured by this Mortgage shall, notwithstanding anything in the Note or in this Mortgage in the contrary, become due and payable (a) immediately in the case of default in making payment of any installment on the Note or on any other obligation secured hereby, or (b) when default shall occur and continue for three days in the performance of any other agreement of the Mortgagee here in contained.

8 When the indebtedness hereby secured shall become due whether by acceleration or otherwise, Mortgagee shall have the right to foreclose the lien hereof. In any suit to foreclose the lien hereof, there shall be allowed and included as additional indebtedness in the decree for sale all expenses, costs and charges, which may be paid or incurred by or on behalf of Mortgagee for attorney's fees, appraiser's fees, charges for documentary and export evidence, stampers' charges, publication costs and costs (which may be paid or incurred by or on behalf of Mortgagee) in the decree of foreclosure, of procuring all such notices of sale, of advertising, of executing and recording certificates and similar data and accessories with respect to the sale of the premises as may be reasonably necessary either to procure such sale or to evidence in evidence in a bid at any sale which may be had pursuant to such decree the true condition of the title or the value of the premises. All expenses and costs of the nature as in this paragraph mentioned shall become so much additional indebtedness secured hereby and immediately due and payable with interest thereon at the rate of 12.875 per cent (12-7/8 %) per annum, when paid or incurred by Mortgagee in connection with (a) any proceeding, including probate and bankruptcy proceedings, in which Mortgagee shall be a party, either as plaintiff, claimant or defendant, in respect of this mortgage or any indebtedness hereby secured; or (b) proceedings for the enforcement of any debt or for the enforcement of any security interest in real estate; or (c) proceedings for the enforcement of any suit for the foreclosure hereof after accrual of such right to foreclose whether or not actually commenced.

9 The proceeds of any foreclosure sale of the premises shall be distributed and applied to the following order of priority: First, on account of all costs and expenses incident to the foreclosure proceedings, including interest on all such items as are mentioned in the preceding paragraph hereof, second, all other items which are due and payable to the holder of the Note with interest thereon as herein provided; third, all principal and interest remaining unpaid on the Note; fourth, any surplus to Mortgagee, if any; and fifth, as their rights may appear.

10 Upon, or at any time after the filing of suit to foreclose this Mortgage, the Court in which such suit is filed may appoint a receiver of said premises. Such appointment may be made either before or after sale, with or without regard to the true value of the premises or whether the same shall be then occupied as a leasehold or not, and the Mortgagee may be appointed as such receiver. Such receiver shall have power to collect the rents, issues and profits of said premises during the pendency of such foreclosure suit and, in case of a sale and a deficiency, during the full statutory period of redemption, whether there be redemption or not, as well as during any further times when Mortgagee, except for the intervention of such receiver, would be entitled to collect such rents, issues and profits, and all other moneys which may be necessary or beneficial in such cases for the protection (including insurance and repairs), possession, control, management and operation of the premises during the whole of the period. The Court from time to time may authorize the receiver to apply the net income in his hands in payment in whole or in part of (1) the indebtedness secured hereby, or (2) the deficiency in case of a sale and a deficiency, or (3) any tax, special assessment or other lien which may be or become superior to the lien hereof or of such decree, provided such application is made prior to foreclosure sale.

11 Mortgagee shall not and will not apply for or avail itself of any appointment, valuation, any extension of time for a sale, or any so-called "Masterpiece Law" now existing or hereafter enacted, in order to prevent or hinder the enforcement or foreclosure of this Mortgage, but hereby waives the benefit of such laws. Mortgagee for itself and its heirs, assigns and all right to have the property and estate comprising the mortgaged property transferred upon any foreclosure of the lien hereof and agrees that any court having jurisdiction to foreclose such lien may order the mortgagee property sold as an entirety. THIS MORTGAGE HEREBY WAIVES ANY AND ALL RIGHTS OF REDEMPTION FROM SALE UNDER ANY ORDER OR DECREE OF FORECLOSURE AND INSTANT TO RIGHTS HEREBY GRANTED ON BEHALF OF THE MORTGAGOR. THIRTY DAY AND ALL PERSONS BENEFICIALLY INTERESTED THEREIN, AND EACH AND EVERY PERSON ACQUIRING ANY INTEREST IN, OR TITLE TO, THE PREMISES DESCRIBED HEREBIN SUBJECT TO THE DATE OF THIS MORTGAGE, AND ON BEHALF OF ALL OTHER PERSONS TO THE EXTENT PERMITTED BY THE PROVISIONS OF THE ILLINOIS STATUTES.

12 No action for the enforcement of the lien or of any provision hereof shall be subject to any defense which would not be good or available to the party intervening same in an action at law upon the Note.

13 In case the premises, or any part thereof, shall be taken by condemnation, the Mortgagee is hereby empowered to collect 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 may elect, to the satisfaction of the indebtedness secured hereby, or to the repair and restoration of any property so damaged, provided that any excess over the amount of the indebtedness shall be delivered to the Mortgagee or its successor or assigns.

14 All rents, issues and profits of the premises are pledged, assigned and transferred to the Mortgagee, whether now due or hereafter to become due, under or by virtue of any lease or agreement for the use or occupancy of said premises, or any part thereof, whether said lease or agreement is written or verbal, and it is the intention hereof (a) to pledge said rents, issues and profits on a parity with all real estate and not secondarily and such pledge shall not be deemed merged in any foreclosure decree, and (b) to establish an absolute transfer and assignment to the Mortgagee of all such rents and agreements and all the aforesaid, together with the right in case of default, either before or after foreclosure sale, to enter upon and take possession of, manage, maintain and operate said premises, or any part thereof, make leases for terms not exceeding one year, terminate or modify existing or future leases, collect said rents, issues and profits, regardless of when earned, and use such moneys whether legal or equitable as it may deem proper to enforce collection thereof, employ renting agents or other employees, alter or repair said premises, buy furnishings and equipment therein when it deems necessary, purchase adequate fire and extended coverage and other forms of insurance as may be deemed advisable, and in general exercise all powers ordinarily incident to absolute ownership, advance or borrow money necessary for any purpose herein stated to secure which a lien is hereby created on the premises and on the income therefrom and on the income of the premises and on the income of the premises, and out of the income retain reasonable compensation for itself, pay insurance premiums, taxes and assessments, and all expenses of every kind, including attorney's fees, incurred in the exercise of the powers herein given, and from time to time apply any balance of income net, in its sole discretion, needed for the aforesaid purposes, first on the interest and then on the principal of the indebtedness hereby secured, before or after any decree of foreclosure, and on the deficiency in the proceeds of sale, if any, whether there be a decree in personam or not. Whenever all of the indebtedness secured hereby is paid, and the Mortgagee, in its sole discretion deems that there is no substantial uncovered default in performance of the Mortgagee's obligations hereof, the Mortgagee, on satisfactory evidence thereof, shall relinquish possession and pay to Mortgagee any surplus income in its hands. The possession of Mortgagee may continue until all indebtedness secured hereby is paid in full or until the date of a Decree pursuant to a decree foreclosing the lien hereof, but if no decree is issued, then until the expiration of the statutory period during which it may be issued. Mortgagee shall, however, have the discretionary power at any time to release or to abandon possession of said premises without affecting the lien hereof. Mortgagee shall have all powers, if any, which it might have had without this paragraph.

15 In the event new buildings and improvements are now being or are to be erected or placed on the premises (that is, if this is a construction loan mortgage) and if Mortgagee does not complete the construction of said buildings and improvements in accordance with the plans and specifications approved by Mortgagee, or on or before 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 said work should remain abandoned for a period of thirty days, then and in either event, the entire principal sum of the Note secured by this Mortgage and interest thereon shall become due and payable, at the option of Mortgagee, and in the event of abandonment of work upon the construction of the said buildings or improvements for the period of thirty days as aforesaid, Mortgagee may, at its option, also enter into and upon the mortgaged premises and complete the construction of the said buildings and improvements and moneys expended by Mortgagee in connection with such completion of construction shall be added to the principal amount of said Note and secured by these presents, and shall be payable by Mortgagee on demand, with interest at its rate of 12.875 per cent (12-7/8 %) per annum. In the event Mortgagee shall elect to complete construction, Mortgagee shall have full complete authority to employ workmen to protect the improvements from dereliction or injury and to preserve and protect the personal property therein, to continue any and all outstanding contracts for the erection and completion of said building or buildings, to make and enter into any contracts and obligations wherever necessary, either in its own name or in the name of Mortgagee, and to pay and discharge all debts, obligations and liabilities secured thereby.

16 A reconveyance of said premises shall be made by the Mortgagee to the Mortgagee on full payment of the indebtedness aforesaid, the performance of the covenants and agreement herein made by the Mortgagee, and the payment of the reasonable fees of said Mortgagee.

17 This Mortgage and all provisions hereof, shall extend to and be binding upon Mortgagee and all persons claiming under or through Mortgagee, and the word "Mortgagee" when used herein shall include all such persons and all persons liable for the payment of the indebtedness or any part thereof, whether or not such persons shall have executed the Note or this Mortgage.

18 In the event that Mortgagee or either of them (a) consent to the appointment of a receiver, trustee, or liquidator of all or a substantial part of Mortgagee's assets, or (b) be adjudged a bankrupt or insolvent, or file a voluntary petition in bankruptcy, or admit in writing their inability to pay debts, or (c) make a general assignment for the benefit of creditors, or (d) file a petition or answer seeking reorganization or arrangement with creditors, or to take advantage of any insolvency law, or (e) file an answer admitting the material allegations of a petition filed against Mortgagee in any bankruptcy, reorganization, or insolvency proceeding, or (f) take any action for the purpose of effecting any of the foregoing, or (g) any order, judgment or decree shall be entered upon an application of a creditor of the Mortgagee by a court of competent jurisdiction approving a petition seeking appointment of a receiver or trustee of all or a substantial part of the Mortgagee's assets and such order, judgment or decree shall continue in effect for 30 consecutive days, the holder of the Note may declare the Note forthwith due and payable, whereupon the principal and interest accrued on the Note and all other sums hereby secured, shall become forthwith due and payable as if all of the said sums of money were originally stipulated to be payable on such date and Mortgagee shall thereupon, without notice or demand, may prosecute a suit at law and/or in equity as if all money secured hereby had accrued prior to its institution. Furthermore, if insolvency proceedings should be instituted against the premises upon any other lien or claim, 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 due and payable forthwith and may at its option proceed to foreclose this Mortgage.

19 Mortgagee agrees and understands that it shall continue in event of death under this Mortgage and the Note until the redemption hereof and in the Note to be executed if (a) the Mortgagee, or any beneficiary of the Mortgagee, shall convey title to, or beneficial interest in, or otherwise suffer or permit any equitable or beneficial interest in the premises to become vested in any person or persons, firm or corporation or other entity mentioned in law or equity either through the Mortgagee or the holder of the Note; or (b) any person or security interest to attach to the premises or the beneficial interest in the premises other than the lien of this Mortgage, including taxes and assessments not yet due and payable (c) any article of agreement for deed or other instrument contract for deed, title or beneficial interest or land contract in the premises or interest therein, or (d) any partnership interest of a partnership, if any, owning all or a portion of the beneficial interest in the Mortgagee or any stock of a corporation, if any, owning all or a portion of the beneficial interest in the Mortgagee is conveyed, transferred, or hypothecated, in whole or in part.

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