BOX 333 - GG

COOK COUNTY, ILLINOIS FILED FOR RECORD

1990 SEP 13 PM 2: 24

90446566

\$ 16.00

(Space above this line for recording purposes)

REAL ESTATE MORTGAGE

To Secure a Loan From WORTH BANK & TRUST

DATE AND PARTIES. The date of this Ped Estate Mortgage (Mortgage) is September 8, 1990, and the parties and their mailing addresses are the

MORTGAGOR:

KARL D. SARPOLIS, JR. 11536 SOUTH LAVERGNE WORTH, IL 60482 Social Security # 351-48-6047

MARY ANN SARPOLIS 11538 SOUTH LAVERGNE WORTH, IL 60482 Social Security # 361-36-0074 WIFE OF KARL D. SARPOLIS, JR

BANK

WORTH BANK & TRUST an ILLINOIS banking corporation 8825 W. 111TH STREET WORTH, ILLINOIS 60482 Tax I.D. # 36-2446555 (as Morigagee)

2. OBLIGATIONS DEFINED. The term "Obligations" is defined as and includes the following:

Cook Colling Cook & KARL F. West a promissory note, No. (Note) dated September 6, 1990, and executed by KARL D. SAR POLIS, JR. and MARY ANN SARPOLIS (Borrower) payable to the order of Bank, which evidences a loan (Loan) to Borrower in the answer of \$20,000.00, and all A. a promissory note, No. extensions, renewals, modifications or substitutions thereof.

B. all additional sums advanced, and expenses incurred, by Bank for the purpose of insuring, preserving or other are protecting the Property and its value, and any other sums advanced, and expenses incurred by Bank pursuant to this Mortgage, plus interest at the same rate

provided for in the Note computed on a simple interest method.

C. all other obligations, now existing or hereafter arising, by Bank to Borrower to the extent the taking of the Property (as hereinafter defined) as security therefor is not prohibited by law, including but not limited to liabilities for overdrafts, all advances made by Bank on Borrower's, and/or Mortgagor's, behalf as authorized by this Mortgage and liabilities as guarantor, endorser or surety, of Borrower to Bank, due or to become due, direct or Indirect, absolute or contingent, primary or secondary, liquidated or unliquidated, or joint, several, or joint and soveral.

However, this Mortgage will not secure another debt:

A. If this Mortgage is in Borrower's principal dwelling and Bank fails to provide (to all persons entitled) any notice of right of rescission required by law for such other dobt; or

8. If Bank lalls to make any disclosure of the existence of this Mortgage required by law for such other debt.

- 3. MAXIMUM OBLIGATION LIMIT. The total principal amount (exclusive of interest, attorneys' fees, paralegal fees, costs and other legal expenses) of the Obligations secured by this Mortgage, not including however any sums advanced for the protection of the Property or Bank's interest therein, shall not exceed the sum of \$20,000.00, provided, however, that nothing contained herein shall constitute a commitment to make additional or future loans or advances in any amounts.
- 4. CONVEYANCE. In consideration of the Loan and Obligations, and to secure the Obligations (which includes the Note according to its specific terms and the obligations in this Mortgage), Mortgager hereby bargains, grants, mortgages, sells, conveys and warrants to Bank, as Mortgages, the following described property (Property) situated in COOK COUNTY, ILLINOIS:

Loan No: SARPOLIS Note Ametint: \$20,000,00

09/06/90

Mortgage

PAGE 1

UNOFFICIAL COPY

COM CONTRACTOR

11 X 11 C 13 W 2 24

3304408

OK.6. 3

Charle move his ine for escarded marrished

REAL ESTATE MORTGAGE

To Secure a Loan

TOURT IS MIKAU HTHOW MOVE

The sale of the final fund Mary see (Mondays) in Englances to their

MODAYTACH

KARL D. SARPOLIS, IC. TISSE SOUTH LAVERGNE SHOW I STROW TANK THE THE WAS - 40 - 40 - 40 - 40 AT

MARY ANK SARPOLIS PROOF SOUTH LAYERONE WORTH IL GOICE Social Security & 201-39-9074 WHE OF KARL D SARPOLES JR

WORTH RANK & TRUST on ILLINOIS banking corporation TURNIE HTTEL WESDU WORTH, ECHO'S KIND The ED. & Headquisting

stance between the contract of

c gromesory i ma den. Gener, super englad expression of that, and executed by Belie & 1486 C. Selection of Saper appropriate the major of Bank about each englade to be a first of the contract of the contrac asserted and the the tree should be applied that the problems.

sa a lagiansi aura, ndranced, non a geanrad induned, pil Lahr inn puirescu et et u et peter en e e e e and information and any color of the substitution and animal through the tree for the first of the color of the provided has a top those completed by a dayor harron real with

යට ය. යට වේ වේ ප් ප්රයම්පි වේ මෙමේ ඉති මුල්සිම වෙන්නෙක් වේ පුරද්ධිමේ සඳහා ද්වේසුම්සුම්ස් මිනෙස බිස 🖼 and the state of the first property of the first form the first first for the first first property of the state of the sta terror a la competa como como la programa companhares que campones encarbantes de finalesconos inmediades

Highways, as Mortange watered absent anaminal date

A. Is not higher the lin Extramer's polarized their line and heirs that he read the street in the contract of the arms. का प्रतिकृष्टि स्वतीय करका राज्य राज्य वृद्ध

of the contract of the contract of the constant of the constant of the first the contract of t

The first tender to come to extend the proper tendence the cold . The tendence of the cold and the statement and the control of the control of the highest ten paging the page of the second constant of the control of the Book a migrate from the total man and are all first booking products in the following the first of the first of the first and the first of the first consultant to make actinional or betwee learners advanted by any amoreness

WASHINGTON TOWNS TO SHEET

CONVERNMENT IN THE CONTRACT OF THE EAST AND CONTRACT AND INTEREST OF THE CONTRACT OF THE CONTRACT OF THE CONTRACT OF Some and the state of the state anneal making in a state of the same of the state of the same of the same trans salenger inversion parents (for parels included a fill or filled to the conCopyright 1964, Bankers Systems, Inc. St. Cloud Mil Sect. FECAL COPY

LOT 2 IN KELLY GREEN SUBDIVISION OF LOTS 98, 103 AND THE SOUTH-183.74 FEET OF ROT 98 IN CICERO AVENUE ACRES, BEING A SUBDIVISION OF THE SOUTH EAST 1/4 OF SECTION 21, TOWNSHIF 37 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS. ADDRESS: 11536 SOUTH LAVERGNE AVENUE PERMANENT INDEX NUMBER: 24-21-403-015

such property not constituting the homestead of Borrower, together with all buildings, improvements, fixtures and equipment now or hereafter attached to the Property, including, but not limited to, all heating, air conditioning, ventilation, plumbling, cooling, electrical and lighting fixtures and equipment; all landscaping; all exterior and interior improvements; all easements, issues, rights, appurtenances, rents, royalties, oil and gas rights, privileges, proceeds, profits, other minerals, water, water rights, and water stock, crops, grass and timber at any time growing upon said land, including replacements and additions thereto, all of which shall be deemed to be and remain a part of the Property. All of the foregoing Property shall be collectively hereinafter referred to as the Property. To have and to hold the Property, together with the rights, privileges and appurtenances thereto belonging, unto Bank forever to secure the Obligations. Mortgagor does hereby warrant and defend the Property unto Bank forever, against any claim or claims, of all persons claiming or to claim the Property or any part thereof. Mortgagor further releases and walves all rights under and by virtue of the homestead laws and exemption laws of the state of ILLINOIS.

5. INTEREST AND REPAYMENT OF THE OBLIGATIONS. The Note accrues interest from September 13, 1990, on the unpaid principal balance at the rate of 11.25% per annum (Contract Rate) until the Note matures or the obligation is accelerated. After maturity or acceleration, the unpaid balance shall thereafter continue to bear interest at the Contract Rate until the Note is paid in full. If the interest accrued and collected exceeds the Maximum Lawful Interest as of the time of collection, such excess shall be applied to reduce the principal amount outstanding, unless otherwise required by applicable law. If or when no principal amount is cutstanding, any excess interest shall be refunded to Borrower. Unless otherwise required by applicable law, all fers and charges, accrued, assessed or collected shall be amortized and promated over the full term of the Loan for purposes of determining the Maximum fewful Interest. Interest shall be computed on the basis of a 360-day year and the actual number of days that each of the control of the co

Principal and accrued interest are due and payable in legal U.S. currency in 60 equal monthly payments of \$438.94 on the 13th day of each month, beginning October (1, 1290, or the day following if this day is a declared holiday or Bank non-business day. Unless paid prior to maturity, all unpaid principal, or ate, expenses, advances, and accrued interest shall be due and payable on September 13, 1995, which is the date of maturity. These payment amounts are based upon timely payment of each installment.

- 6. LIENS AND ENCUMBRIANCES. Mortgagin warrants and represents that the Property is free and clear of all tiens and secumbrances whatever. Mortgagor agrees to pay all claims when rive that might result, if unpaid, in the foreclosure, execution or imposition of any lien, claims or encumbrance on or against the Property or any print thereof. Mortgagor may in good faith contest any such lien, claim or encumbrance by posting any bond in an amount necessary to prevent such claim from becoming a lien, claim or encumbrance or to prevent its foreclosure or execution.
- 7. ASSIGNMENT OF LEASES AND RENTS. Mortgagor hardly assigns all present and future leases and rents and covenants and agrees to keep, observe and perform, and to require that the tenants keep, observe and perform, all of the covenants, agreements and provisions of any present or future leases of the Property. In case Mortgagor shall neglicit or require performance and compliance by the tenants, with any run in lease covenants, agreements and provisions. Any sums expended by Bank in performance or compliance therewith or in enforcing such performance or compliance by the tenants (including costs, expenses, attorneys' fees and paralogal lees) shall accrue interest from the date of such expendituris at the same rate as the Obligations and shall be paid by Mortgagor to Bank upon demand and shall be deemed a part of the debt and Obligations and second as such in all respects.

in addition to the covenants and terms herein contained and not in limitation thereof, Mortgagor covenants that Mortgagor will not in any case cancel, abridge or otherwise modify tenancies, subtenancies, leases or subtenancies of the Property or accept prepayments of installments of rent to become due thereunder. The Obligations shall become due at the option of Bank Mortgagor falls or refuses to comply with the provisions of this paragraph. Each lease of the Property shall provide that, in the event of enforcement by Bank of the remedies provided for by law or by this Mortgago, any person succeeding to the interest of Mortgagor as a result of such enforcement shall not be bound by any payment of rent or additional rent for more than one month in advance. All leases made with tenants of the Property shall provide that their lease securities shall be treated as trust funds not to be commingled with any other funds of Mortgagor and Mortgagor will on demand furnish to Bank satisfactory evidences of compliance with this provision together with a verified statement of all lease securities deposited by the tenants and copies of all leases.

8. EVENTS OF DEFAULT. Mortgagor shall be in default upon the occurrence of any of the following events, circumstances or conditions (Events of Default). The Events of Default are:

A. Fallure by any person obligated on the Obligations to make payment when due thereunder; or

B. A default or breach under any of the terms of this Mortgage, the Note, any construction loan agreement or other loan agreement, any of security agreement, mortgage, deed to secure debt, deed of trust, trust deed, or any other occurrence or instrument evidencing, guarantyling, securing or otherwise relating to the Obligations; or

C. The making or furnishing of any verbal or written representation, statement or warranty to Bank which is or becomes talse or incorrect in any material respect by or on behalf of Mortgagor, Borrower, or any one of them, or any co-eigner, endorse: surety or guarantor of the

Obligations; or

D. Fallure to obtain or maintain the insurance coverages required by Bank, or insurance as proper for the Collateral;

E. The death, dissolution or insolvency of, the appointment of a receiver by or on the behalf of, the assignment for the benefit of creditors by or on behalf of, the voluntary or involuntary termination of existence by, or the commencement under any present or tuture federal or state insolvency, bankruptcy, reorganization, composition or debtor relief law by or against, Mortgagor, Borrower, or any one of them, or any co-signer, andorser, surety or guaranter of the Obligations; or

F. A good faith belief by Bank at any time that Bank is insecure with respect to Borrower, or any coaigner, endorser, surety or guarantor, that the prospect of any payment is impaired or that the Property or Collateral is impaired; or

G. Falkire to pay and provide proof of payment of any tax, assessment, rent, insurance premium or escrow on or before its due date; or

H. A transfer of a substantial part of Mortgagor's money or property; or

- I. If all or any part of the Property or any Interest therein is sold, leased or transferred by Mortgagor except as permitted in the paragraph below entitled "DUE ON SALE OR ENCUMBRANCE".
- 9. REMEDIES ON DEFAULT. At the option of Bank, all or any part of the principal of, and accrued interest on, the Obligations shall become immediately due and payable without notice or demand, upon the occurrence of an Event of Default or at any time thereafter. In addition, upon the occurrence of any Event of Default, Bank, at its option, may immediately foreclose and may immediately invoke any or all other remedies provided in the Note, Morrigage or Related Documents. All rights and remedies are distinct, cumulative and not exclusive, and Bank is entitled to all remedies provided by law or equity, whether or not expressly set forth.
- 10. DUE ON SALE OR ENCUMBRANCE. Bank may, at Bank's option, declare the entire balance with all accrued interest on the Obligations to be

Loan No: SARPOLIS Note Amount: \$20,000.00

09/06/90

Mortgage

Initiate D.S

COT 2 IN MEDIA DAGIAN ACTIVISTON SEGRECALATO NA MARAMO PÁCIGOÁR ESTA LA VELO DA ESTANDA ACTIVISTA DA ACTIVISTA ACTIV

the second process of the second second of the second seco

Interest Area (Area Markette) (2) 139 and 13, and 13,

Principal and account interest are due and noveled in logal US currency in 60 anoming magnetisks (14 22.94 on the tape cay of each a surface property of the 12 to the tenth of the land o

er i filozofi et en en engle dene lateratue en esperantal i SECAMAZIAMON**TE SAA ESTA 1.6** The project of the engles de grap and produce describental de grap El coatge **describe** de grap de coatge de la Transportation de coatge de coatge de grap de grap de grap de grap de coatge de coatge de coatge de grap de co Transportation de coatge de coatge de grap de grap de grap de grap de coatge de coatge de grap de coatge de grap de g

(b) they are, the conjugate section of the expension of Policity With Inflictance of The Research (1986) of the conjugate of the conjugate

in addition to the covariant, and a dies in the actual of a sign of the analysis of a sign of the covariant and the addition of the addition o

one or the second harmed harmed being as not as a respectively. The pass AB STREME of the number of the position of the contraction

- de Federa de con para el constitución de l'emperante en ences en encesa de comunication de cina equella en de d de la Vidrante de describir que de les en en el como de legis de compidade, any acerdamentes de cina equella e declarity ingresse un respectation de la como de la compensa de la compensa de la compensa de la compensa de c declarity ingresse un compensa de la compensa de la
 - - o transport of the control of the co
 - 3. Féé double addiction of customers property and angue property of the object of t
 - o das signicas en français estas distribuirantes directados destructuras de depute sel fraixi cipro domento A. La constancia de desimbles de confluencia de traba de la français de desimbració de la distribuira de companya
 - The Federal Copy and principle proof at pagifield of any half associational, refer to the con-
 - "A. A procedured to additionable and to Mining a delicities of the administration of the
- **ji ili a**l anglebar ili dar Treport, of and tredite transmitterned, bedood er eigen og og og og eller. De eller **Enlare** energed trife dre eklestrestretternesse og
 - 3. PERRITIES ON DEPAILE. At this operat of trans. He of year free it was a real ment of mental and appropriate out of the and property problems of the mental property of the second of the second of the depart of the depart
 - ne. Dig dia balai ob traditantangkal dan kelaja ata apa ata apa ata kelaja dia kelaja ata terbesa di terbesa d

immediately due and payable upon the creation of any lien, encumbrance, transfer, sale or contract to transfer or sail, of the property or any portion thereof, by Mortgagor, except as stated below. The following events shall not cause the Obligations to be immediately due and payable:

A. the creation of a lien or other encumbrance subordinate to Bank's security instrument which does not relate to a transfer of rights of occupancy in the Property;

B. the creation of a purchase money security interest for household appliances;

C. a transfer by device, descent, or operation of law on the death of a joint tenant or tenant by the entirety;

D. the granting of a leasehold interest of three years or less not containing an option to purchase; E. a transfer to a relative resulting from the death of Mortgagor;

F. a transfer where the apouse or children of Mortgagor becomes an owner of the Property;

G. a transfer resulting from a decree of dissolution of marriage, legal separation agreement, or from an incidental property settlement

agreement, by which the spouse of Mortgagor becomes an owner of the Property;
H. a transfer into an inter vivos trust in which Mortgagor is and remains a beneficiary and which does not relate to a transfer of rights of occupancy in the Property, assignment of beneficial interest or direction to execute; or

I. any other transfer or disposition described in regulations prescribed by the Office of Thrift Supervision on account of which a lender is prohibited from exercising a due-on-sale clause.

in the preceding paragraph, the term "Property" also includes any interest to all or any part of the Property; the phrase "sells or transfers" means the conveyance of any right, title or interest in the Property, whether voluntary or involuntary, by outright sale, deed, installment contract sale, land contract, contract for deed, leasehold interest with a term greater than 3 years, lease-option contract or any other method of conveyance of the Property interests; the tam "Interest" includes, whether legal or equitable, any right, title, interest, lien, claim, encumbrance or proprietary right, choate or inchoste, any of which is superior to the lien created by this Mortgage. This covenant shall run with the Property and shall remain in effect until the Obligations and this Fortgage are fully paid. Bank may impose conditions on such consent to transfer, sale or encumbrance, including, but not limited to, a fee thursdore, an adjustment in the interest rate, a modification in any term of the Note or the payment plan, and an alteration in the propayment privilege. Lapso frime or the acceptance of payments by Bank after any such transfer shall not be deemed a waiver or estopped of Bank's right to accelerate the Now. If Bank exercises such option to accelerate, Bank shall mall, by certified mall or otherwise, Mortgagor notice of acceleration to the address of Mortgaphr shown on Bank's records; the notice shall provide for a period of not less than 30 days from the date the notice is mailed within which Mortgagor shall pay the sums declared due. If Mortgagor falls to pay such sums prior to the expiration of such period, Bank may, without further notice or dentant on Mortgagor, invoke any remedies permitted on Default.

- 11. POSSESSION ON FORECLOSURE. If an autior is brought to foreclose this Mortgage for all or any part of the Obligations, Mortgagor agrees that the Bank shall be entitled to immediate possession as Mortgages in possession of the Property to the extent not prohibited by law, or the court may appoint, and Mortgagor hereby consents to such appointment, a receiver to take possession of the Property and to collect and receive rents and profits arising therefrom. Any moneys so collected shall be used to pay taxes on, provide insurance for, pay costs of needed repairs and for any other expenses relating to the Property or the foreclosure proceedings, sale expenses or as authorized by the court. Any sum remaining after such payments will be applied to the Obligations.
- 12. PROPERTY OBLIGATIONS. Mortgagor shall promptly pay as axes, assessments, levice, water rents, other rents, insurance premiums and all amounts due on any encumbrances, if any, as they become due. Mort/, ago, shall provide written proof to Bank of such payment(s).
- 13. INSURANCE. Mortgagor shall insure and keep insured the Property ignits loss by fire, and other hazard, casualty and loss, with extended coverage including but not limited to the replacement value of all improvements, with an insurance company acceptable to Bank and in an amount acceptable to Bank. Such insurance shall contain the standard "Mortgages Cloure" which shall name and endorse Bank as mortgages. Such insurance shall also contain a provision under which the insurer shall give Bank at 10 days notice before the cancellation, termination or material change in coverage.

If an insurer elects to pay a fire or other hazard loss or damage claim rather than to repair, rebuild or replace the Property lost or damaged, Bank shall have the option to apply such insurance proceeds upon the Obligations secured by this Mortgage or to have said Property repaired or rebuilt. Mortgagor shall deliver or cause to deliver evidence of such coverage and copies of all notices end sense relating thereto. Bank shall be entitled to pursue any claim under the insurance if Mortgagor fails to promptly do so.

Mortgagor shall pay the premiums required to maintain such insurance in effect until such time as the requirement for such insurance terminates. In the event Mortgagor falls to pay such premiums, Bank may, at its option, pay such premiums. Any such pay nent by Bank shall be repayable upon demand of Bank or if no demand is made, in accordance with the paragraph below entitled "BANK MAY PAY".

- 14. WASTE. Mortgagor shall not allenate or encumber the Property to the prejudice of Bank, or commit, permit or gunc any waste, impairment or deterioration of the Property, and regardless of natural depreciation, shall keep the Property and all its improvements at all times in good condition 💭 and repair. The term "waste" is used herein in its traditional sense and further, specifically includes, but is not limited to, hereindous waste. The term 🚮 "hazardous waste" as used herein, includes, but is not limited to, hazardous and/or toxic waste, substances, pollutaring and/or contaminants. Mortgagor shall comply with and not violate any and all laws and regulations regarding the use, ownership and occupancy of the Property. Mortgagor shall perform and abide by all obligations and restrictions under any declarations, covenants and other documents governing the use, ownwahlp and occupancy of the Property.
- 15. CONDITION OF PROPERTY. As to the Property, Mortgagor shall:

A. keep all buildings occupied and keep all buildings, structures and improvements in good repair.

- B. refrain from the commission or allowance of any acts of waste, removal, demolition, or impairment of the value of the Property or improvements thereon.
- C. not cut or remove, or permit to be cut or removed, any wood or timber from the Property, which cutting or removal would adversally affect the value of the Property.

D. not permit the Property to become subject to or contaminated by or with waste.

E. prevent the apread of noxious or damaging weeds, preserve and prevent the erosion of the soil and continuously practice approved methods of farming on the Property II used for agricultural purposes.

To the best of Mortgagor's knowledge, the Property does not contain hazardous and/or toxic waste, substances, pollutants and/or contaminants. Mortgagor makes this affirmative warranty fully intending Bank to rely upon it in extending the Loan to Borrower.

16. SPECIAL INDEMNIFICATION. Mortgagor agrees to protect, indemnify, defend and hold harmless Bank to the fullest extent possible by law and not otherwise, from and against all claims, demands, causes of action, suits, losses, damages (including, without limitation, punitive damages, if permitted by law), violations, environmental response and/or clean-up costs, tines, penalties and expenses (including, without limitation, reasonable

Loan No: SARPOLIS

- ingregioniy itta and papane eque tec reciene ar any jam, redeithi inge à mide, alte er conver Bilant, by blenk, near concept his stated to be as "The labracing by hills cash look deads that States start to
 - density in the Property
 - 5. The constopy of a parethuse review structly in energy for household appliance as
 - historial in deman, aliquari, ar aparticul in this an the ability of a figur proves or lever for the review of
 - the general as accurated a absence of trace grain or law not distribute of decima or purely over
- on the gradies of a second manufacture of the political o a banister where the epoyee or chereor of Modraged bases wit as so of the tree of
 - a aniquier maything from it decries of desolution of contenge, biful physicisms agreed on
 - " apparintenti" oy akaidi wa angadon ee bhongorya waxaanaa ka aadaa ahkaa keeneera. A. "A kansaa nan an kusa saga aata a arabiin haadaagar ke and komeen a neesataaay acee a. noquipages in the shapeage, willig arount of homehold thomeson, dimenion to sweet a co-
 - to the stage to be the company of the contract of the contract of the contract to the contract of the contract

protection from expressing a disease the distinger

th the proceeding paragraph, the agent "Philipping" block in grow any largered in 2000 and a 1000 miles in ु ५ - ५ वर्ग - इच १०७१ वर्ग व कुम्मान्द्रका क्रोसेक्टर्सक पुरस्कार है। उन्हें अर्थ के व्यवसार के करता उद्योग के के उक्त स्वराहर प्राप्तक er colour and complete the second, scarabelld thanker with a local grouper state of groups, from a निकार के अपने के प्रतिकृति के प्राप्त के कारण है के अधिकार कार्य के अधिकार के अधिकार का अधिकार के स्वर्ध के अधि it italvious) mas oli verute la moment to teu bira unaded by inte stiergioga. Pais clivelvere clive e e e e e teo Obligadione una tiris Maligiste des tulis polis. Unate more emperou ochisissons on vers consent ce e e e lemed to, a mo brand no, an adjustament in the enterest cate, a nacification it may here of the time of the pag proportions in united. Cuppe of time or the increamine at primerial to tients and interiory tune transfer about or in -स्थान कर है जा है। कर एक होड़े जो कर होते ने कहा है के अपने से किए के किए हैं। के अपने की अपने के किए हैं के स्थान कर है जो की किए एक किए के किए के किए के किए के किए के किए के किए की किए की की अपने की की की की की है कि all religions to the content of teachings are decided as the feet of the content of the content of the side

o of Lond E. Long comparing series with the Bade Peachtrage or interpretation of the Estate of Biologic Conk man, militare fathan restain a tregatal of thought for the conference of the conference of

स्वैवडास्टेस्टराय वेन नाउम्बरादायाव्यवातः । तन्त्र मध्येतः वर्षा मध्येत् १० ६ स्तर्भावः । १५ १ (४५) इ मेश्र संकाह शोखी होते हारावीचा का सरमानवीकां क्रांस्ट्राहरूमा की निरम्हणात है। का भावत 🖖 🖟 **especially that the training or heavily acquiring to cust reproduitions, a recurrent to the** makin shiping masakum. Any manaya sa cosalanti shpa bar sanc ia g a taasi c नां कर केंद्रासकृतिक वार्तातिक के लिल निवालिक हो सित कि स्वांतिकार क्रांतिकारी पूर्व केंद्रिक केंद्रिक कर के and highliff certain tradition of the relevanted

to. Property decidations, managed and briefly are at a feel as a second and a feel - และ เมษา (พ. - Corne) โดยวัด เลยอากอยู่ที่ "เมษา สุดใหม่ค่าปางคนาดน โดยนำโดแผน่งเหตุเดนตายตัว พุทธ หมายเป็น แบบความ

the Mandalland College of the colleg so i corto a senso té menti vede fiado, sensor de debido bromo quenciro, a respecto ente medo aprimente 1.51-6. maladisk afrancis w powards keligilari

Ban Hansa coscie in past a tre in other hindure interior discrete altheir favor of four of the comment of the

أرواز وبالمروج والمجالات

WARTE. Mortgagory Com about the computer by Propality to the propagation of the community and continued the **distriction** of the Fragger, and requebles of nation deposition, soal band for the traces of the first page. the control of the control beautiful to be the control of the cont hattagar shall concly hat base het value and and all than in a region to it is a second or a concern. and the property of the second averaged out to examinate that the income

- COROTTON OF PROPERTY: As to the hispans, storigegor that
- s hard at iddelige debugged and teep all terdings, chromatal to the content of th ्राचित्राच्याः च्यु । अगुध्यप्रदेशकातः
- and the mouse of process and the contract of t the holler of the Preparty.
 - D. and parent the Property to Eucone subject to be contained of the first of the Street with Science
- E. anglosit has acrossed be brainings or thinkylity minight, archeine and project the or even of the even reactions thatthreside and postable progest diff on procised to streamers.

lle dag blost et Motegodje i unaddeden, tra Britgery flada har etniste easterlera og 15, 15, 15, 15, 15, 15, 1

্রেমির্মরে দিয়েরপোর্যার বিশেষ্ট্ররাম রাম্বরতার আরু ভারতার, নির্মাণ পরার্থ বিভাগের ভারতার ভারতার বিভাগের বিশেষ the behalf to the many the material strength of the property of the control of th refree the rate of the property of the parties of the property of the parties of the contract attorneys' fees, cost and expenses incurred in investigating and defending against the assention of such liabilities; as such fees, costs and expenses are incurred), of any nature whatsoever, which may be sustained, suffered or incurred by Bank based upon, without limitation: the ownership and/or operation of the Property and all activities relating thereto; any knowing or material micrepresentation or material breach of warranty by Montgagor; any violations of the Comprehensive Environmental Response, Compensation and Liability Act of 1980 and any other applicable federal, state or local rule, ordinance or statute; the clean-up or removal of hazardous waste or evaluation and investigation of the release or threat of release of hazardous waste; any loss of natural resources including damages to air, surface or ground water, soll and biota; and any private suits or court injunctions.

- 17. INSPECTION BY BANK. Bank or its agents may make or cause to be made reasonable entries upon the Property and inspect the Property provided that Bank shall make reasonable efforts to give Mortgagor prior notice of any such inspection.
- 18. PROTECTION OF BANK'S SECURITY. If Mortgagor falls to perform any covenant, obligation or agreement contained in the Note, this Mortgage or any loan documents or if any action or proceeding is commenced which materially affects Bank's interest in the Property, including, but not limited to, toreclosure, eminent domain, insolvency, housing or environmental code or law enforcement, or arrangements or proceedings involving a bankrupt or decedent, then Bank, at Bank's sole option, may make such appearances, disburse such sums, and take such action as is necessary to protect Bank's interest. Mortgagor hereby assigns to Bank any right Mortgagor may have by reason of any prior encumbrance on the Property or by law or otherwise to cure any default under said prior encumbrance. Without Bank's prior written consent, Mortgagor will not partition or subdivide the Property.
- 19. COLLECTION EXPENSES. In the event of any action by Bank for collection of the Obligations, for protection of the Property or for foreclosure, Mortgagor agrees to pay all tees and expenses incurred in connection therewith, including but not limiting the generality thereof, filing fees, stonographor tees, witness less, costs of publication, costs of procuring abstracts of title, Torrens certificate, foreclosure minutes, title insurance policies, reasonable attorneys loos, paralogal toos and costs. All such foes and expenses shall be added to the principal due under the Obligations and shall bear interest at the real provided for by that obligation as of the date of the payment and such payments shall be part of the lien herein provided and shall be secured by that ilen.
- 20. CONDEMNATION. In the event air of any part of the Property (including but not limited to any easement therein) is sought to be taken by private taking or by virtue of the law of ernivery domain, Mortgagor will promptly give written notice to Bank of the institution of such proceedings. Mortgagor further agrees to notify Bank: any attempt to purchase or appropriate the Property or any easement therein, by any public authority or by any other person or corporation claiming or having the right of eminent domain or appropriation. Mortgagor further agrees and directs that all condemnation proceeds or purchase money which may be agreed upon or which may be found to be due shall be paid to Bank as a prepayment under the Note. Mortgagor also agrees to notify the bank of any proceedings instituted for the establishment of any sewer, water, conservation, ditch, drainage, or other district relating to or binding upon the Property or any part thereof. All awards payable for the taking of title to, or possession of, or damage to all or any portion of the Fruncian by reason of any private taking, condemnation, eminent domain, change of grade, or other proceeding shall, at the option of Bank, be paid to derive Such awards or compensation are hereby assigned to Bank, and judgment therefor shall be entered in favor of Bank.

When paid, such awards shall be used, at Bank's option, toward the payment of the Obligations or payment of taxes, assessments, repairs or other items provided for in this Mongage, whether due or not, all in such or ler and manner as Bank may determine. Such application or release shall not cure or waive any default. In the event Bank deems it necessary to appear or answer in any condemnation action, hearing or proceeding, Mortgagor shall hold Bank harmless from and pay all legal expenses, including but not imited to reasonable attorneys' fees and paralegal fees, court costs and other expenses.

- 21. OTHER PROCEEDINGS. If any action or proceeding is commenced to which Bank is made or chooses to become a party by reason of the execution of the Note, this Mortgage, any loan documents or the existence of any Officialions or in which Bank deems it necessary to appear or answer in order to protect its Interests, Mongagor agrees to pay and to hold Bank harmiese for all liabilities, costs and expenses paid or incurred by Bank in such action or proceedings, including but not limited to reasonable attorneys' tees, personal fees, court costs and all other damages and ехрепеве.
- 22. WAIVER BY MORTGAGOR. To the extent not specifically prohibited by law, Mortgagor hereby waives and releases any and all rights and remedies Mortgagor may now have or acquire in the future relating to:
 - A. homestead;
 - B. exemptions as to the Property;
 - C. appraisement;
 - D. marshalling of liens and assets; and
 - E. statutes of limitations.

In addition, redemption by Mortgagor after foreclosure sale is expressly waived to the extent not prohibited by law.

- 23. PARTIAL FORECLOSURE. In case of default in the payment of the Obligations or in case of payment by Bank of any tax, lives ance premium, cost or expense or the liting, imposition or attachment of any lien, judgment or encumbrance, Bank shall have the right, without declaring the whole indebtedness due and payable, to foreclose against the Property or any part thereof on account of such specific default. This Mortgage shall continue as a lien on any of the property not sold on forclosure for such unpaid balance of the Obligations.
- 24. BANK MAY PAY. If Mortgagor fails to pay when due any of the items it is obligated to pay or fails to perform when obligated to perform, Bank may, at its option:
 - A. pay, when due, installments of principal, interest or other obligations, in accordance with the terms of any mortgage or assignment of beneficial interest senior to that of Bank's lien interest;
 - B. pay, when due, installments of any real estate tax imposed on the property; or
 - C. pay or perform any other obligation relating to the Property which affects, at Bank's sole discretion, the interest of Bank in the Property.

Mortgagor agrees to indomnily Bank and hold Bank harmless for all the amounts so paid and for Bank's costs and expenses, including reasonable attorneys' lees and paralegal fees.

Such payments when made by Bank shall be added to the principal balance of the Obligations and shall bear interest at the rate provided for by the Note as of the date of such payment. Such payments shall be a part of this lien and shall be secured by this Mortgage, having the benefit of the lien and its priority. Mortgagor agrees to pay and to reimburse Bank for all such payments.

25. GENERAL PROVISIONS.

Loan No: SARPOLIS Note Amount: \$20,000.00

09/06/90

Mortgage

** READ ANY PAGE WHICH FOLLOWS FOR ANY REMAINING PROVISIONS.**

UNOFFICIAL COPY CONTROL OF THE PROPERTY OF THE

. The manner of the design of the control of the second of the control of the second o apacidan af fin. Pripary and M. attebay allama hawda, my detaked ar pirtuad mise ya alee at a carajary ykdatomo od tiba Gotnorobinacioni, binehinarendar Riccionali. Certiplatationi and ja kinge (g. 2-10), locial rula, deficience de statuta, the element or lacing Colin waspel or washinger con compriser the actions was likely and lead of material resources braining elements at lead or graphs and resources and the contract the contract and the propagancia;

n er er in de erne met in der manner genn på er gregg folkkem formetreppe en militæke. Måre ha kottobreskem dr the country of the second control of the control of

PROPERTIES OF PARAMETERS BETWEEN THE PARAMETERS AND AND THE PROPERTY OF THE PARAMETERS OF THE PARAMETERS OF THE area kontralidade de la presión de conception de proposition de proposition de la contralidad de la contralidad ladadarintekilminkint themsa, maakeelist, taaraag at earropatieeur agat ee kur kinoo o een een oo oo oo oo oo the dispersion of the plant control gallet and appears there exists a personal term of the control of the control of Уний в Информ - Мейлицуи посебу жейдее по Оцибевиу один вистереда тау биле бе от 1 с 1 с 1 с 1 с 1 с 1 с 1 с 1 allyconia at that aid defaul ander affil print becombedeed. Whate Sheets when expression is the con-

is i collection treetiscs. In the prest of are water by Bunk to indicina at its lunguages to pare a line the search for the gardeless deliberation builds and the manufact of the condition of the building the condition of the condi stenegraphy tipe, where loss, your of publication, sinte of processing anchors in the Torons usual control of the control of t polities, redyourble allomage may previoual titles and exists. All vicin been here with the edgest to this grant of this grant to the grant of and shall bear beared at min included for my that abligation and the date of the payment and much payment and make pay at the bon beach राजी में के क्ये देशराज्यमा उठ यहते. में के दे हैं की है ते

> राज प्राप्त कर केंद्रों हास्तर के प्राप्त कर्मी होते कि एक कार पर केंद्र संस्थान कर्म के अपने (AAAA) MARC 2 The long of plant with experient therein built is a factor of to a new ed in previous The configuration of the state of the control of th and any temphyle old globery, on generally a planeaged into the time and be weard condition of the phage as far often arminal winds and factor of the confidence of the confidence of the confidence of a see confirmating people second our within it engages nebulary/plants, as**ted but intern** The second contribution of the second you got it income as almostic and he makers are all the triperior or for a defendable other proceeding chair, at the opinition of Burn, by Said O. Park. Burn organic of about the wifer set in Level of Baron .

જેમાના પ્રવાસ સરકાર સરકારોને સંવતી પત્ર હાથકો તા ઉત્પાદી પ્રામેશન મામલાલા ઉત્પાદ તો પ્રાપ્ત કરવાના કરવાના કરવા પ્રિમાણ પ્રાપ્તામાં કેઇ છે. જેમાનો પ્રાપ્ત કરવાના કર્યો કર્યો છે. મામલા કર્યો તેમાન મેર કર્યો કર્યો કર્યો કર્યો species we wave any delight. In the level that descrip it acceptant in an all all of the level of the level of Build hear that species the man pay all legis suppressed in sections and broadly level of the level of - เราะบายในเกาะเกีย

A COTHER EXPLEMENTAGE It may designed proportion of the content and the factor of the mental of the for an analysis of the contract of the goal of the goal of the goal of the contract of the contr Runk in such action in the consultation with the behind the resistance execution to the consultation with the consultation of £8666086

The man time of the second of the response of the response of the property of the femilial output, and a common partition was stated to be admitted by

- ingeneration 🛦
- 🚉 संबंधकार्या होता है है है है ।
 - 0 date in terretain according
- D. marchaland of recommendations
 - ere are entire routines.

In addition, releasing in "मु Monte Apprehished believed as Mes aspectable seems of the terms of the terms of

13. PARTOL CIPACLO BURE (mousius at amous) at the purplement for collegences are as a collegency of lease and collegency the second control of the control of

🕰 🖼 🙀 🕬 🙀 🖟 (the contraction of the contracti क्लीहरू क्षेत्र कि

o como por terro o traje mora e escretica en consequipo megó na ministra Indiagra te introntizant esto metro quan. 🗛 🦂 processing that the season to that at the season that the content of

Actions of agon in innormally thank and find their highers for at the enlance in part up the first and a first a company to adont lagger and punk well expendent

> South payers to yourse trained by Durar about his induled to think productive bulleties that contain a form and and the control from the area of our triangle and high artification provide another forming sail to initial sail to include a and in properly become for the contribution of the contribution of the contribution of the contribution of the

> > Control Carting and Control

CENOSIVORS JARENBOLIS

- A. TIME IS OF THE ESSENCE. Time is of the essence in Mortgagor's performance of all duties and obligations imposed by this Mortgage.
- 'B. NO WAIVER BY BANK. Bank's course of dealing, or Bank's torbearance from, or delay in, the exercise of any of Bank's rights, remedies. privileges or right to insist upon Mortgagor's strict performance of any provisions contained in this Mortgage, or critical ideal discussions, shall not be construed as a waiver by Bank, unless any such waiver is in writing and is signed by Bank. The acceptance by Bank of any sum in payment or partial payment on the Obligations after the balance is due or in accelerated or after foreclosure proceedings are filed shall not constitute a waiver of Bank's right to require full and complete cure of any existing default for which such actions by Bank were taken or its right to require prompt payment when due of all other remaining sums due under the Obligations, nor will it cure or walve any default not completely cured or any other defaults, or operate as a defense to any foreclosure proceedings or deprive Bank of any rights, remedies and privileges due Bank under the Note, this Mortgage, other loan documents, the law or equity.

C. AMENDMENT. The provisions contained in this Mortgage may not be amended, except through a written amendment which is signed by Mortgagor and Bank.

- D. GOVERNING LAW. This Montgage shall be governed by the laws of the State of ILLINOIS, provided that such laws are not otherwise preempted by federal laws and regulations.
- E. FORUM AND VENUE. In the event of litigation pertaining to this Mortgage, the exclusive forum, venue and place of jurisdiction shall be in the State of ILLINOIS, unless otherwise designated in writing by Bank.
- F. SUCCESSORS. This Mortgage shall inure to the benefit of and bind the heirs, personal representatives, successors and assigns of the parties.
- NUMBER AND GENDER. Whenever used, the singular shall include the plural, the plural the singular, and the use of either gender shall be applicable to both genders.
- H. DEFINITIONS. The ferme used in this Mortgage, it not defined herein, shall have their meanings as defined in the other documents executed contact peraneously, or in conjunction, with this Mortgage.

 PARAGRAPH POADINGS. The headings at the beginning of each paragraph, and each sub-paragraph, in this Mortgage are for
- convenience only and shall not be dispositive in interpreting or construing this Mortgage or any part thereof.

 J. IF HELD UNENFORCEABLE. If any provision of this Mortgage shall be held unenforceable or void, then such provision shall be deemed. severable from the remaining provisions and shall in no way affect the enforceability of the remaining provisions nor the validity of this Mongage.

Sangweigher

26. ACKNOWLEDGEMENT. By the signal Ire (s) below, Mortgagor acknowledges that this Mortgage has been read and agreed to and that a copy of this Mortgage has been received by the Mortgagor.

MOTIFICAGOR:

		dusty.	Lapoli.
		quar A	
STATE OF ILLINOIS	**	46	
COUNTY OF COOK On this 12 day of 12	1. 1961, 09	lain Vixing	, a notary public, certify that KARL D.
SARPOLIS, JR., personally known to me to be the same person whose name is subscribed to the toregoing instrument, appeared before me this day in person, and acknowledged that (he/she) signed and delivered the instrument as (trains) free and voluntary act, for the uses and purposes			
set forth. My comprission expires:	OPPICIAL MAL		
12/34	SHARCHYMICKY		It our Knowly
' / '	NOTABY PUBLIC STATE OF ILLING MY COMMISSION STE. FEE. 22,199		M. TAPY PUBLIC C
STATE OF ILLINOIS	. 18:	<u>ئى</u>	0,
COUNTY OF COOK On this & day of	est. 1990.1.	hay / lines	a in any public, certify that MARS
ANN SARPOLIS, WIFE OF KAP	L D. SARPOLIS, JR. personally	known to me to be the same p	person whose name is subscribed to the foregoing
voluntary act, for the uses and p	e ins day in person, and acknow	misoded ither (neverse)-eithred i	and delivered the instrument as (his/her) free and
My commission expires:	OPPICIAL SEAL SHARON VINICKY	1 1/2	
- 4-6-7-14	NOTARY PUBLIC STATE OF ILLIN		NOTARY PUBLIC
	MY CONDISSION EXP. PER. 22,199	<u>M</u>]	

This document was prepared by WORTH BANK & TRUST, 6825 W. 111TH STREET, WORTH, ILLINOIS 60462.

Please return this document after recording to WORTH BANK & TRUST, 6825 W. 11fTH STREET, WORTH, ILLINOIS 60462.

THIS IS THE LAST PAGE OF A 5 PAGE DOCUMENT. NOTHING FOLLOWS.

Loan No: **SARPOLIS** Note Amount: \$20,000.00

09/06/90

Mortgage

** READ ANY PAGE WHICH FOLLOWS FOR ANY REMAINING PROVISIONS.**

UNOFFICIAL CO

- e de missembero de la marco de la Colonia La Colonia de la Colonia de Colonia de la Colonia de C the supported to the property of the property ALS AND MOTOR ISSUED WITH AND MOTOR OF BLACKET TO INCOME A OR MIDE only one state of their in with their it to the saw it the form the hade comes where he so with reading prices on a contract contract to be at no make. can consultational a us conseque tell'attractor masse musico de cara se currence for fleeday enter blief und prische die dies fleich enter that Hole, iche Glorgiogn, eine bei der seine
 - You province our miniment has been thought only our sic sometiment, exercising
- COVERNMEN LAW. You histigues shall believe he is the covernment by its laws of the color of all the Co prover that by forcest toys and recoloring.
 - PORTON AND VINUES, In the heart of Ingelian perlimby to the Mercane, the entering that share of all toll offer rejects conceasing descriptioned in medical by thems
 - early rains our final how to thomeso will be equal hold experient that concerns and
 - POWER WITH BEFORE WHENDOWN HERE HE ENGINE HERE HERE HERE HE HE WE WAS ALL THE PERSON OF ्यानिकार स्थापित स्थापित स्थापित स्थापित स्थापित
 - BEPERTICHS The feeter asset to the Martinga, it not differed tenen, that seven that meeting executed combinations about at high panelistical with his Mangage.
- PARAGRAPH HERCHALS "तिक निवस्तिष्ट्रक वर्ष साम क्रियुंतर्मातिषु की बन्दति होन्द्रकारक जिन्हें स्थान स्वाकन्त्रवास्त्रक है। तर राजन convincemently and stoll not be dispositive of the appealant of constitute blacklets or any part thereof
- IF HELD UNENFUNCEASUE. If any position of the Montgage stuly be next coasts or vale, if a man provides and for the teament an electric for yelleting all the control of the first spirit for the first spirit and the control of the control of

28. ACKNOWLEDGEMENT, By the rightment traffey shortgages collective response on the flow of this Moreogo has been focused by the Westseyer.

MORTGAGOR

KAME IL SALIDIOLIS trusticions!

MARY AND COLOR PRAM individually in

STATE OF ILLINOIS

DOOD TO YTHUDO

to yet: The skill of the

Survious, the consideration to no to be do an expensional expensional action of the consideration of the conservation of the c and program of the executive for the first of the finishing and the finishing as the first that the first and the first program and the first program of the

ING H. TI MO

HOWLER TO STATE DIES. THAT OF

HY COMMISSION ETS. PESS, 22,1994

dies in

standan langundana Ay

STATE OF ALINDIS

COUNTY OF COOK

ON BELL OUR WIFE CE TANK O SARPOUS IR, personally known by the using preven within near 1 to 1. market the control be one are the street market being being the control of the form of the form of the form of

wounded are for the first and principles are the first and state t Apericase molesierengo y Mil

DAMES HEREN **美国的工作中国的工作工作,**

THE CONTRACTOR BUT THE THE THE PROPERTY AND

CLASSER YEAROU

S. W. Chipper

This document was dequated by Worf Pri Dailer a Trues Gaze in 1117 fighterly worker, 12,000 course

Process to the document after recording to WORTH DAM & TRUST, 6516 W. 1 (171) STITET, WORTHS BULLIOTE SOULK.

THE INTELLECT PAGE OF A SPACE DOCUMENT, NOTHING FOLLOWS