

UNOFFICIAL COPY

MORTGAGE

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5/24/29 Wjg

THIS MORTGAGE ("Security Instrument") is given on September 7, 1990. The mortgagor is Robert Miroballi, a married man, ("Borrower"). This Security Instrument is given to George Duffy, Sam Vinci, and Saudi Rihan, whose address is c/o Hubert J. Loftus, 1001 West Lake Street, Addison, Illinois 60101-2003 ("Lender"). Borrower owes Lender the principal sum of \$335,000.00 (Three Hundred Thirty Five Thousand and No/100 Dollars). This debt is evidenced by Borrower's Note dated September 7, 1990 ("Note"), which provides for payment of the principal sum plus accrued interest on September 7, 1991, if not paid earlier. This Security Instrument secures to Lender the repayment of the debt evidenced by the Note, with interest and all renewals, extensions, and modifications. For this purpose, Borrower does hereby mortgage, grant, and convey to the Lender the following described property located in Cook County, Illinois:

Lots 1, 2, 3, 4, 5 and 6 in S & G Construction Company Subdivision of the East 1/4 of the Southwest 1/4 of the Southeast 1/4 of Section 1, Township 37 North, Range 12, East of the Third Principal Meridian, lying Northerly of the Northeasterly line of the Baltimore and Ohio Chicago Terminal Railroad, as conveyed by Warranty Deed recorded August 3, 1929 as Document 10445695, in Cook County, Illinois.

P.I.N. #23-01-409-013
 #23-01-409-014
 #23-01-409-015
 #23-01-409-016

P.I.N. #23-01-409-017

#23-01-409-018

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 COOK COUNTY RECORDER

which has the address of Lots 1-6, S & G Construction Co. Subdivision, 9330 South Oketo, Bridgeview, Illinois 60455 ("Property Address").

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances, rents, royalties, mineral, oil, and gas rights and profits, water rights and stock and all fixtures nor or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property".

BORROWER COVENANTS that the Borrower is lawfully seised of the estate hereby conveyed and has the right to mortgage, grant, and convey the Property and that the Property is unencumbered, except for encumbrances of record.

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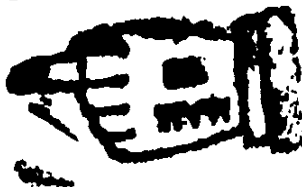
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IF BORROWER meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earlier of: (a) 90 days (or such other period as applicable law may specify for reinstatement) before sale of the Property pursuant to any power of sale contained in this Security Instrument; or (b) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note had no acceleration occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees; and (d) takes such action as Lender may reasonably require to assure that the lien of this Security Instrument, Lender's rights in the Property and Borrower's obligation to pay the sums secured by this Security Instrument shall continue unchanged. Upon reinstatement by Borrower, this Security Instrument and the obligations secured hereby shall remain fully effective as if no acceleration had occurred.

LENDER SHALL give notice to Borrower prior to accelerations following Borrower's breach of any covenant or agreement in this Security Instrument. The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument, foreclosure by judicial proceeding and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the nonexistence of a default or any other defense of Borrower to acceleration and foreclosure. If the default is not cured on or before the date specified in the notice, Lender, at its option, may require immediate payment in full of all sums secured by this Security Instrument without further demand and may foreclose this Security Instrument by judicial proceeding. Lender shall be entitled to collect all expense incurred in pursuing the remedies provided in this paragraph, including but not limited to reasonable attorneys' fees and costs of title evidence.

THIS INSTRUMENT PREPARED BY:

THOMAS F. COURTNEY
ATTORNEY AT LAW
7000 W. 127TH STREET
PALOS HEIGHTS, ILL. 60463
(708) 448 4400



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Property of Cook County Clerk's Office

8-10-2008



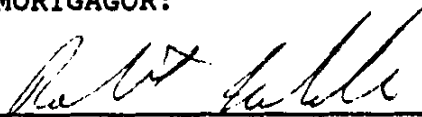
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BORROWER AND Lender covenant and agree that Borrower shall promptly pay when due the principal of an interest on the debt evidenced by the Note.

UPON PAYMENT of all sums secured by this Security Instrument, Lender shall release this Security Instrument without charge to the Borrower. The Borrower shall pay any recordation costs.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any rider(s) executed by Borrower and recorded with it.

MORTGAGOR:


ROBERT MIROBALLI, a married man

STATE OF ILLINOIS)
) SS:
COUNTY OF COOK)

I, a Notary Public in and for said county and state do hereby certify that Robert Miroballi, a married man, personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he signed and delivered the said instrument as his free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal this 7th day of September, 1990.

MY COMMISSION EXPIRES:

" OFFICIAL SEAL "
THOMAS F. COURTNEY
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 3/1/91

-2-


NOTARY PUBLIC

Mail to:
Thomas Courtney
7000 W. 127th ST
Palos Hts IL 60463

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