## UNOFFICIATE CORY 90 63 6 9 8 5

and which, with the property herein described, is referred to

THIS MORTGAGE made this 11th				
(hereinafter referred to as "Mortgagor") an	id FIRST BANK OF SCHAUMBURG,	, an Illinois banking corporation,	, whose address is	321 West Golf Road,
Schaumburg, Illinois (hereinafter referred to	o as "Mortgagee"):			

WHEREAS, Mortgagor is indebted to the Mortgagee in the principal sum of \_\_FOUR\_THOUSAND\_AND\_NO/100\_\_\_\_\_\_ 

19\_90... (hereinafter referred to as the "Note"), which Note provides for payment of the indebtedness as set forth therein

NOW, THEREFORE, Mortgagor, to secure the payment of the Note with interest thereon, any renewals, extensions, modifications thereof and 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 convenants and agreements of the Mortgagor herein contained the Mortgagor does hereby mortgage, grant and convey to the Mortgagor the following described real estate.

located in the County of \_\_\_Cook ... State of Illinois

## SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

Which real estate has the address of \_\_\_833\_S. Dwyer, Arlington Heights IL 60005

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 rights and profits, 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 asid property (or the leasehold estate if this Mortgage is on a leasehold) are herein referred to as the "Premises."

Mortgagor convenants that 'Ao tgagor is lawfully seized of the estate hereby conveyed and has the right to mortgage, grant and convey the Premises, that the Premises is unencumbe ac and the 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

## IT IS FURTHER UNDERSTOOD THAT

- Mortgager shall promptly pay while rule the principal of and interestion the indebtedness evidenced by the Note, and late charges as provided in the Note, and the principal of and interest on Lity lature advances secured by this Mortgage.
  - 2. In addition, the Mortgagor shall
    - (a) Promptly repair, restore or rebuil uny improvement now or hereafter on the property which may become damaged or destroyed
    - (b) Pay immediately when due and payable of general taxes, special taxes, special assessments, water charges, sewer service charges and other taxes and charges against the property, including the charges and charges to be applied thereto provided said payments are actually made under the terms of said Note), and to furnish the Mortgages, upon request, with the original or duplicate recurstification 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 Mortgages, upon request, with the original or duplicate recurstification and all such terms extended against said property shall be conclusively deemed valid for the purpose of this requirement.
    - (c) Keep the improments now existing or here. Increrected on the property insured against loss or damage by fire, lightning, wind storm or such other hazards, as the Mortgagee may reasonably required to be insured against under policies providing for payment by the insurance companies of monies sufficient either to pay the cost of replacing or including 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 bit is a islatory to the Mortgagee, until said indebtness is fully paid, or in the case of foreclosure, until expiration of the period of redemption, such including additional and renewal policies shall be delivered to and kept by the Mortgagee and shall contain a clause satisfactory to that fortgagee making them payable to the Mortgagee, as its interest may appear, and in case of loss under such policies, the Mortgagee is authorized to it glust chilect and compromise, in its discretion, sign, upon demand, all receipts, vouchers and releases required of him by the insurance companies, and plus to the Mortgagee of any of the proceeds of such insurance to the indebtedness hereby secured shall not excuse the Mortgager 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 the vicing gee. The Mortgagee may make proof of loss if not made promptly by Mortgagor. All renewal policies shall be delivered at least 10 days before such insurance shall expire. All policies shall provide further that the Mortgagee shall receive 10 days notice prior to cancellation. Notwithstanding nything to the contrary, all insurance proceeds may, at Mortgagee's sole discretion, be applied to the reduction of any indebtedness secured by this biorigage (whether or not then due and payable).
      - (d) Complete within a reasonable time any buildings or improvements now or all any time in process of erection upon said property.
  - Subject to the provisions hereof, restore and rebuild any building or improve herits now or at any time upon said property and destroyed by (e) Subject to the provisions hereof, restore and rebuild any building or improve serits now or at any time upon said property and destroyed by fire or other casuality to at to be of at least equal value and substantially the same characters are not one of at least equal value and substantially the same characters are not one of at least equal value and substantially the same characters are not one of the estimated cost of rebuilding and restoration, such proceeds shall brindly on the disbursing party being furnished with satisfactory evidence of the estimated cost of completion thereof and with architects certificates, waivers of hen, contractors and subcontractors sworn statements and other evidence of cost and payment so that the disbursing party can verify that the amounts disbursed from time to time represented by completed and in piace work and that said work is free and clear of mechanics fluorism. No payment prior to the final completion of the work shall exceed ninety percent (90%) of the value of the work performed from time to time riporal afficients the undisbursed balance of such proceeds remaining in the hands of the disbursing party shall be at least sufficient to pay for the cost of impletion of the work free and clear of liens. If the cost of rebuilding, repairing or restoring the buildings and improvements can reasonably exceed the surfue of \$50,000.00, then the Mortgages shall approve plans and specifications of such work before such work shall be communiced. Any surplus which riporal of said insurance proceeds after payment of such costs of building or restoring shall at the option of the mortgages building or accounts of the indebtedness secured hereby or be paid to any party entitled thereto without interest.
  - (f) Keep said Premises in good condition and repair without waste and free from any mechanics or other lies or claim of lies not expressly subordinated to the lies hereof
  - Not suffer or permit any unlawful use of or any nuisance to exist on said Premises nor to diminish nor impail its value by any act or omission to
    - Comply with all requirements of law or municipal ordinances with respect to the Premises and the use thereof Manuel Bernal and
  - 1990 Non Marion D. Bernal his wife (i) Comply with all terms and conditions of that certain Mortgage dated June 15 , as Mortgagee, which Mortgage was recorded in the office of as Mortgagor in favor of First Bank of Schaumburg
- 3. 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 beneficial interest in any trust holding title to the Premises without the prior written approval of the Mortgagee shall constitute a default hereunder on account of which the holder constitute a default hereunder on account of which the holder 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 Mortgages is interest in the property, including, but not limited to eminent domain, insolvency, code enforcement, or arrangements or proceedings involving a bankrupt or decedent, the Mortgages may do on the Mortgagor's behalf everything so covenanted, the Mortgage may also do any act it may deem necessary to profect the lien hereof; and the Mortgager will repay upon demand any mones paid or disbursed, including reasonable afforneys' 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 Mortgagee to inquire into the validity of any lien, encumbrance, or claim in advancing monies 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's right to accelerate the maturity of the indebtedness secured by this Mortgage or to proceed to foreclose this Mortgagee.
- 5. It is the intent hereof to secure payment of the Note whether the entire amount shall have been advanced to the Mortgagor at the date hereof or at a later date, or having been advanced, shall have been repaid in part and further advances made at a later date, which advances shall in no event operate to make the principal sum of the indebtedness greater than the original principal amount plus any amount or amounts that may be added to the mortgage indebtedness under the terms of this Mortgage for the purpose of protecting the security
- Time is of the essence hereof, and if default be made in performance of any coverant herein contained or contained in the Note or in making any payment under said Note or obligation or any extension or renewal thereof, or if proceedings be institueted 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 Mortgagor, or the Mortgagor shall make an assignment for the benefit of his premises, or upon the filing of a proceeding in bankruptcy by or against the Mortgagor, or the Mortgagor shall make an assignment for the benefit of his preperty 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, maintenince, taxes, capital improvements, purchase of another unit, or otherwise) imposed by any condominium, townhouse, cooperative or similar owners' group, then and in any of said events, the Mortgagee hereunder, to authorized and empowered, at its option, and without affecting the lien hereby created or the priority of said lien or any right of the Mortgagee hereunder, to addition the mortgagor and apply toward the declare, without notice all sums secured hereby immediately due and payable, 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 the said Mortgagor may also immediately proceed to payment of said mortgage indebtedness any monies of the Mortgagor held by the Mortgagee, and the said Mortgagor may also immediately proceed to foreclose this Mortgage, and in any foreclosure a sale may be made of the Premises enmasse without the offering of the several parts separately

BOX 15

BOXIST

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7. Upon the commencement of an iteration of the country of the cou B. Extension of the time for payment or modification or amortization of the sums secured by this Mortgage granted by the 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. 9. Any forebearance by the Mortgagee in exercising any right or remedy hereunder or otherwise afforcted by applicable law, shall not be a waiver of or preclude the exercise of any such right or remedy. The procurement of insurance or the payment of taxes or other liens or charges by the Mortgagee shall not be a waiver of the Mortgagee's right to accelerate the indebtedness secured by this Mortgage. 10 All remodles provided in this Mortgage are distinct and cumulative to any other right or remedy under this Mortgage or afforded by faw or equity and may be exercised concurrently, independently or successively 11. The covent is contained herein shall bind and the rights hereunder shall inure to, the respective successors and assigns of the Mortgagee and Mortgagor subject to the provisions of paragraph 3 hereof. All covenants and agreements of Mortgagor shall be joint and several. 13. Upon payment of all sums ser are by this Mortgage, the Mortgagee shall release this Mortgage without charge to Mortgagor. Mortgagor shall pay all costs of recordations of any documentation necessary to release this Mortgage. 14. Mortgagor assigns to the Mortgar Saland 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, emply any such award to amounts due hereunder, or for restoration of the Premises. 15. Mortgagor shall not and will not apply for or avail itself of any appraisement, valuation, stay, extension or exemption laws, or any so-called "moratorium laws," now existing or hereafter ensuled, in order to prevent or hinder the enforcement or foreclosure of this Mortgage, but hereby waives the benefit of such laws. 16. Mortgages shall have the right to inspect the Premises at all reasonable times and access thereto shall be permitted for that purpose 17. Mortgager will at all times deliver to the Mortgager au olicate originals or certified copies of all leases, agreements and documents relating to the Premises and shall permit access by the Mortgagee to its block, and records, insurance policies and other papers for examination and making copies and extracts thereof. The Mortgagee, its agents and designees shall be the right to inspect the Premises at all reasonable times and access thereto shall be permitted for that purpose 18. Mortgagee in making any payment hereby authorized (a) relating to taxes and assessments, 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 any tax, assessment sale, forefeiture, tax lien or title or claim thereof; or (b) for the purchase, dirichartie, compromise or settlement of any other prior lien, may do so without inquiry as to the validity or amount of any claim for lien which may be asserted 19. No construction shall be commenced upon the land hereinbefore de cribed or upon any adjoiring land at any time owned or controlled by Mortgagor or by other business entities related to Mortgagor, unless the plane and specifications for such construction shall have been submitted to and approved in writing by Mortgagee to the end that such construction shall not, if the reasonable judgment of the Mortgagee, entail prejudice to the loan evidenced by the Note and this Mortgage. 20. The Mortgagor will pay all utility charges incurred in connection with the premiser and all improvements thereof and maintain all utility services now or hereafter available for use at the premises. 21. If the Premises are now or hereafter located in an area which has been identified by the Secretary of Housing and Urban Development as a flood hazard area and in which flood insurance has been made available under the National Flood insurance and in which flood insurance has been made available under the National Flood insurance up the maximum limit of coverage available under the Act. \_\_\_\_19\_90 Cook \_\_\_\_\_ Cort, Illinois on June 22 90298416 as document no. An event of default under the terms of the aforesaid Mort/ju je of under any mortgage subordinate hereto. shall be an event of default hereunder. 23. This Mortgage shall be governed by the law of the State of Illinois. 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 of a validity, without invalidating the remainder of such provision or the remaining provisions of this Mortgage. 24. In the event of a deficiency upon a sale of the Premises pledged hereunder by Mortgagee, then the Mortgage 'shall continuith pay such deficiency udding all expenses and fees which may be incurred by the holder of the Note secured by this Mortgage in enforcing any c. this terms and provisions of this Mortgage. 25. All provisions hereof shall inure to and bind the respective heirs, executors, administrators, successors, vendees and a usigns of the parties hereto, and the word "Mortgagor" shall include all persons claiming under or through Mortgagor and all person liable for the payment of the indipleteness or any part thereof, whether or not such persons shall have executed the Note or this Mortgage. Wherever used, the singular number shall include the plural, the singular, and the use of each of the person shall include the Note or this Mortgage. and the use of any gender shall be applicable to all genders marioa D. Gernal Manuel Bernal

1593 W. 20 /4 8 56 90616985 STATE OF ILLINOIS COUNTY OF COOK the undersigned , a Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY Manuel & Marion D. Bernal , who are personally known to me to be the same persons whose names f are subscribed to the foregoing instrument appeared before me this day, in person, and acknowledged that they signed and delivered the said instrument as their own free and voluntary act and as the free and voluntary act of said Bank as Trustee as aforesaid, for it is uses and purposes therein set forth GIVEN under my hand and notarial seat this \_\_11th\_\_day of \_December\_ Peter M. How "OFFICIAL STAL" PETER M. HOW

COMMISSION EXPIRES 5-23-92

Mail To: First Bank of Schaumburg
This instrument was prepared by R. BLANCHETTE 321 W. GOLF RO. SchaumBulle Form 85-509 Bankforms, Inc.

UNOFFICIAL COPY 3 5

EXHIBIT "A"

Unit No. 833-B in Church Creek Condominium as delineated on a Plat of Survey of the following described real estate: Part of the Southwest Quarter of Section 31, Township 42 North, Range 11, East of the Third Principal Meridian in Cook County, Illinois, which Plat of Survey is attached as Exhibit C to the Declaration of Condominium Ownership made by Central National Bank in Chicago, as Trustee under Trust No. 23136 and recorded in the Office of the Recorder of Deeds of Cook County, Illinois, on October 30, 1978, as Document No. 24693161 and as set forth in the amendments increto, together with an undivided percentage interest in the Common Elements allocated to said Unit as set forth in said Declaration as amended from time to time and together with Added Common Elements added by each Amendment to Declaration as such Amendments are recorded, in the percentages set forth in such Amendments, which percentages shall automatically be deemed to be conveyed effective on the recording of such Amendments as though conveyed hereby.

PERMANENT REAL ESTATE THE INDEX NO. 03-31-301-091-1098

COMMON ADDRESS: 833 S. Dwyer

Arlington Hts. In 60005

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