## Hasca Bank & Trust Co. 15 Hasca Bank & Trust Co. 15 MORTGAGE

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THIS MORTGAGE is made this 24TH day of MARC	H 19.90, between the Mortgagor,
MARK S. DAMORE AND REBECCA DAMORE, H	
and the Montgages, Itasca Bank & Trust Co., whose address is 308 W. irving P	THOUSAND AND NO/100
	40,000.00 which indebtedness is evidenced by
Bossow's pole dated MAR 24, 1990 (herein "Note"), provid	ling for monthly institutents of interest, with the balance of the indobtedness, if not sooner paid,
due and payable on the maturity date of this Mortgage which is MARCH	1, 1995
thereon, advanced in accordance herewith to protect the security of this Mortgage Loan Agreement of even date between the Bank and Borrower or its beneficiary, if a college training advances, with interest thereon, made to Borrower by Londer pursue	to (which is in excess of \$5,000.00), with interest thereon, the payment of all other sums, with interest 5, and the partormance of the covenants and agreements of Borrower herein contained, and in the applicable ("Agreemont") which terms and provisions are incorporated herein; and (5) the repayment int to paragraph 18 hereof (herein "Future Advances"), Borrower does hereby mortgage, grant and
convey to Lender the following described property located in the County of C.	OOK State of Ittinois, legally described as:
LOT 103 IN PLAT OF RESUBDIVISION NUMBER OF SECTION 26, TOWNSHIP 41 NORTH, RAIPRINCIPAL MERIDIAN, IN COOK COUNTY,	RESUBDIVISION OF PART NGE 10 EAST OF THE THIRD
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PERMANENT INDEX NO.: 57-26-418-928	<ul> <li>In the control of the c</li></ul>
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	DEPT-01 RECORDING \$13.
	. 10495 + G *-90-139481
	SU1394 COOK COUNTY RECORDER
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2 TOWN THE METERS OF THE TOWN	ELK G. DVE VIGE. IL 60007
which has the address of 1730 BALITIMORE DRIVE	Similari Pioping Addition . I
all all which including replacements and additions thereto shall be detimed to be	all eason only rights, appurenances, tents, and all fixtures now or hereafter attrached to the property, and remaining a of the property covered by this Mortgage; and all of the foregoing, logisther with
said property (or the leasehold estate of this Mortgage is on a Leasehold) are here	and his the control of norcede, crent and convey the Property, that the Property is unencumbered.
and that are a merion of the properties of the contract of "Prot Modified"), and that	I Borrower will warre it a id defend generally the title to the Property against all claims and demands, tions to coverage in any time insurance policy insuring Borrower's interest in the Property acceptable.
to Lender in its discretion.	
UNIFORM COVENANTS Borrower covenants and agrees in favor of flender as to	allows In due the principal of, and inter-stron, the indebtedness evidenced by the Note, all additional expenses
<ol> <li>PAYMENT OF PHINCIPAL AND INTEREST, Bottompt shall promptly pay what and advances herein or therein provided and late charges as provided in the Note</li> </ol>	o, Agreement and the principal of aid interest on any Future Advances secured by this Mortgage.
and Leashold payments or ground rents, if any. Borrower shall promptly furnish to printify over this Mortgage other than the Prior Mortgage (and as to said Prior Mortgage).	
"extended coverage", and such other hazards as Lender may require and in such	or hereafter elected on the Property insureJ agr st loss of fire, hazards included within the term amounts and for such periods as Lender may be uire, provided, that Lender shall not require that
the amount of such coverage exceed that amount of coverage required to pay the	sums secured by this Mongage and the Prior Lindge; ubject to approvat by Londer, provided, that such approval shall not be unreasonably withheld. All
premiums on insurance policies shall be paid by Borrower making payment, when	n due, directly to the insurance carrier or the holder of the 2thr Morigage, if requited.  Ender and shall include a standard morigage clause in part, of and form acceptable to Londer, in
the event of loss. Borrower shall give prompt notice to the insurance carrier and t	ender, Lender may make proof of loss if not made promptly by Sorrower. that be applied to restoration or repair of the Property damages, providing such restoration or repair.
is aconomically feasible, the security of this Mortgage is not thereby impaired, and the	be Borrower or its buneficiary, if applicable, intends to maintain the frop trity as the principal residence, longage would be impaired, the insurance proceeds shall be only "to the sums secured by this
Mortgage, with the excess, if any, paid to Borrower, if the Property is abandoned by	y Borrower, or if Borrower fails to respond to Lender within 30 days from the date notice is mailed
wither to restoration or repair of the Property or to the sums secured by this Montgage, pr	nce henelits; Lander is authorized to collect and apply the insurance proceeds at Lender's option ovided the Property shall continue as the principal residence of Borrower or its beneficiary, if applicable,
If the Property is acquired by Lander pursuant to the provisions hereof, all right resulting from damage to the Property prior to the sale or acquisition shall pass to Len	ht, title and interest of Borrower in and to any insurance policies and in and to the proceeds thereof ider to the extent of the sume secured by this Mortgage Immediately prior to such pale or acquisition.
	st ("Trustee"), then this hold is executed by the Trustee, not personally but as Trustee as aforesaid Trustee, and is payable only out of the property specifically described in the Mortgage or the Loan
Agreement, securing the payment hereof, by the enforcement of the provisions con	ntained therein. No personty liability shall be asserted or be enforceable against Tuttee, because y, if any, being expressly waived by each taker and holder hereof, and each original and successive
holder of this Note accepts the same upon the express condition that no duty shall r	est upon the Trustee to sequester the rents, issues and profits arising from the property described at that in-cuse of default in the payment of this flote or of any installment hereof, the sole remedies
of the holder hereof shall be forectiosure of the Mortgage, realization upon the office accordance with their terms and provisions set forth therein, or any combination of	i specifity given under the Loan Agreement to secure the indebtedness evidenced by this Note; in
THE UNDERSIGNED AGREES TO THE TERMS OF THIS MORTGAGE SE	ET FORTH ABOVE AND TO THE ADDITIONAL TERMS AND PROVISIONS SET FORTH
ON THE REVERSE SIDE OF THIS DOCUMENT, WHICH ARE INCORP	
The undersigned acknowledges receipt of a completed copy of this more	igage prior to consummation of this transaction.
IN WITNESS WHEREOF, Borrower has executed this Mangaga	
Outed at ITASCA	Illinois as of MARCH 24
I want	A Company of the Comp
01,111	BORROWER:
This Document Prepared By:	CAN A CAN
Jack Mensching Hasca Bank & Trust Co.	YVanh S. Vary
308 W. Irving Park Rd. Hasca, Illinois 50143	MARK'S, DAMORE
Company (Company of Company)	REBECCA A. DAMORE
	The state of the s

- Bo, ower shall keep the Property in good repair and shall is one it asohold. If this Mortgagu is on a unit in a condomicium mining the condeminium or planned unit development the by texts. PRESERVATION AND MAINTENANCE ( mit wastalor permit impairment or detorto silo o the roller ined unit development. Borrower shall perform at of Borrows TOHO num or planned unit development, and constituent documents 8. PROTECTION OF LENDER'S SECURITY. If Borrower fails to perform the covernants and agreemonts contained in this Mortgage, or it any action or proceeding is commenced which materially affects Lender's interest in the Property, including, but not limited to, foreclosure cating property to eminent domain, insolvency, code enforcement, or arrangements or proceedings involving a bankrupt or decedent, then Lender at Lender's option, upon notice to Borrows, index such appearance, disburse such sums and take such action as is necessary to protect Lender's interest, a bankrupt or decadent, then Lender at Lender is option, upon notice to dottomer but not such as the permission appearance, disburse such sums and take such action as is necessary to protect Lender's interest, including, but not limited to disbursement of reasonable atterney's less and entity upon the Property to make reports.

  Agree, to other terms of payment, such amounts shall be payable upon notice from Lender to Borrower, requesting payment, such amounts shall be payable upon notice from Lender to Borrower, requesting payment thereof, and shall bear interest from the date of disbursement at the rate payable from time to time or outstanding principal under the Note. If payment of interest "at such contrary to applicable law," in which bear such amounts shall bear interest at the highest rate permissible under applicable law. Nothing contained in this paragraph shall require Lender to fucur any expense or take any action hereunder.
- 7. INSPECTION, Lender may make or cause to be made reasonable entries, upon and inspections of the Property, provided that Lender shall attempt to give Betrower notice prior to any such inspection specifying reasonable cause therefore related to Lender's interest in the Property.

B CONDEMNATION. The proceeds of any award or chim for damages, direct or consequential, in confection with ray condemnation or other taking of the Property, or part thereof, or for conveyance unforced condemnation, are hereby assigned and shall be paid to Louder, subject to the Prior Mortgage.

In the event of a total taking of the Property, subject to the sights of the Prior Mortgage, the proceeds shall be applied to the sums secured by this Mortgage, with the excuss, if any, paid to Borrower. In the event of a partial taking of the Property, unless Borrower and Lender oribitives agree in writing, their shall be applied to the sums secured by this Mortgage such proportion of the proceeds as is equal to that proportion which the amount of the sums secured by this Mortgage immediately prior to the date of taking bears to the fair market value of the Property immediately prior to the date of taking, with the balance of the proceeds paid to the Borrower.

Inc. Unless Lander and Borrows one willing, any such application of proceeds to principal shall not extend or positione the due date of the monthly installments referred to in paragraphs 4 and 2 horapt or change the amount of such installments.

- 9. BORROWER NOT RELEASED. Extension of the time for payment or modification of amortization of the sums secured by this Mortgage granted by Lender to any successor in interest of Borrower shall not be required to release, in any manner, the hability of the original Borrower and Borrower's successors in interest. Lender shall not be required to commence proceedings against such successor or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Mortgage by reason of any demand make by the original Borrower's successors in interest. NO CRECOR 10000
- 10 FOREBEARANCE BY LENDER NOT A WAIVER, Any forebensance by Lender in uxercising any right or remedy hereunder, or otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of any such right or remedy. The producement of insurance of the payment of taxes or other flores or charges by Lender shall not be a waiver the insturity of the indebtedness secured by this Mongage.
- REMEDIES CUMULATIVE. All a modies provided in this Mongage are distinct and cumulative to any other right of semedy unusually this Mongage or afforded by tink or equity, and may be exercised concurrently, independently or successively.
- 12. SUCCESSORS AND ASSIGN: 60"ND; JOINT AND SEVERAL LIABILITY; CAPTIONS. The coverants and agreements become contained shall lend, and the rights herounder shall be used to the coptions and assign a of lender and Borrower. All coverants and agreements of Borrower shall be joint and several. The captions and heading of the paragraphs of this Mortgage are for convenience only and are not to be or 2d to interpret or define the provisions hereof.
- 13. NOTICE, Except for any notice feet in disinfer applicable tax to be given in another manner. (a) any notice to Borrover provided for in this Mortgage shall be given by multing such notice by confided mail addressed to Borrover at the Price ty Address or at such other address as Borrover may designate by notice to Lander as provided herein, and (b) any notice to Lander shall be given by certified mail, return receipt requested. In this Mortgage shall be deemed to have been riven a Borrover or Lander when given in the manner designated herein.
- 14. GOVERNING LAW: SEVERABILITY. This Mont agr shall be governed by the Laws of the State of Illinois, including without limitation the provisions of Illinois Playsed Control Chapter 17 Sebtems 6405, 6406 and 6407; And 37 April 19 July provision or clause of this Mortgage or the Note which can be given effect without the conflicting provision, and to this provisions of the Mortgage, the Note on the Note which can be given effect without the conflicting provision, and to this provisions of the Mortgage, the Note on the Note which can be given effect without the conflicting provision, and to this provisions of the Mortgage, the Note of the Note which can be given effect without the conflicting provision.
- 注解: BOMBOMES, 2 COB 大名ottome, speinbermunified & cc. not, so, sobs of the Note and this Mondage at the time of execution or after recordation neteor
- 16. THANSFER OF PROPERTY: ASSUMPTION, the property of any part of the Property or an inches therein including beneficial interest in the land trust, if applicable) is sold, assigned, transferred or further encumbered by solfowing or its beneficiarly including modification and representation of the property is no longer the principal residence of Gorrower or its beneficiarly included. Lender may at Lender's option, declare all the sums secured by this Monogage to be immediately due and payable

If the Lender exercises such option to accelerate, Lender shall mail Br. row it notice of acceleration in accordance with paragraph 13 hereot. Such notice shall provide a period of not less than 30 days from the date the notice is mailed within which Borrower may pay the sems declared due, if Borrower fails to pay such sums prior to the expiration of such period, Londer may, without further notice or demand on Borrower, invoke any remedies permitted by paragingh 7 hereot.

- 17. ACCELERATION; REMEDIES. Upon Borrower's breach of any covenant or provenant or agreement of Borrower in the Loan Agreement, Note or this Mortgage, including the covenants to pay when due any sums secured by this Mortgage or as set forth in the Lote or Agreement, Lender prior to acceleration shall mail notice to Borrower as provided in paragraph 13 hereof specifying; (1) the breach; (2) the action required to cure such breach; (3) a dv. ..., of less than 30 days from the date the notice is mailed to Borrower, by which such breach must be cored; and (4) that fallure to cure such breach or or before this date specified in the right of the core such breach due and payable without further demand and may foreclose this Mortgage by judicial proc. eding. Lender shall be entitled to collect in such proceeding all expenses of foreclosure, including but not fimiled to, reasonable attorney's fees; and costs of documentary evidence, about acre as of this reports.

to a Assignment of Rents: APPOINTMENT OF RECEIVER; LENDER IN POSSESSION: As a "unclud security hirerandor, Borrower hereby assigns to Lender the rents of the Property, provided, that Borrower shall, prior to acceleration under passigns to the property and a terminal prior to collect and retain such rents as they become due and physiole, provided, however, that such rights are applicable to that ponce of the Property hot decipied as the principal in the collect and retain such rents as they become due and physiole, provided, however, that such rights are applicable to that ponce of the Property hot decipied as the principal in the collective of applicable.

Upon occeleration under paragraph 17 hereof or abandonment of the Property and at any time prior to the application to the property including property and the property and a construction of any previous of referential property including those past due. All ronts collective the receiver shall be applied first to payment of the costs of management of the Property in decipied the related to receiver's teas, premiums on receiver's bonds and reasonable attorney's fees, and then to the sums secured by this Mortgage. Lender and the receiver shall be habite to account only for those rents actually received.

19. RELEASE. Upon payment of all sums secured by this Mortgage, Lender shall release this Mortgage and it require you're, w, shall pay all applicable expenses including recording tees relative thereto. Borrower shall, however, pay a release tee to Lender of \$25.00 or current fee, in other time.

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FOR INFORMATION PURPOSES:	Q <sub>1</sub>	
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COUNTY OF DUPAGE		
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ENGLY THE ERMA J. SIPKO STORE THE THE STORE TH		n and for said County, in the state aforesaid,
DO HEREBY CERTIFY that MARK S. DAMORE AND REBECCA	DAMORE, HIS WIFE	C
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personally known to me to be the same persons—whose manus All subscribed THE signed, scaled and delivered the said instrument as TITEIR free and right of homestead  Given under my hand and notatial seal this.	voluntary act, for the uses and purposes therein set	this day in person and acknowledged that forth, including the release and waiver of the
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Notary Persite rank Time	1 Ch What	

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CUA A. DHEPEE

Lorm 96-327 Bankterms, Inc