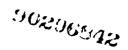
UNOFFICIAL COPY

MORTGAGE



THIS INDENTURE, WITNESSETH, That RICHARD DSIDA and KIMBERLY A. DSIDA (hereinafter called the "Mortgagor"), of the County of Cook and State of Illinois, for and in consideration of the sum of Ten and no/100 (\$10.00) Dollars in hand paid, CONVEY AND WARRANT to SUZANNE A. CAJET, (hereinafter called the "Mortgagee"), for the purpose of securing performance of the covenants and agreements herein, the real estate, with the improvements thereon, including all heating, air-conditioning, gas and plumbing apparatus and fixtures and everything appurtenant thereto, together with all rents, issues and profits of said premises, situated in Winnetka, County of Cook and State of Illinois, and fully described on Exhibit "A" attached hereto, hereby releasing and waiving all rights under and by virtue of the homestead exemption laws of the State of Illinois, for the purpose of securing performance of the covenants and agreements herein.

Whereas, The Mortgagor is justly indebted upon a promissory note bearing ever date herewith, payable to Mortgagor, providing for an original principal indebtedness of \$75,000.00 with interest being charged at the rate of seven per cent (7%) per annum on the balance thereof which remains from time to time unpaid and payable as follows: Sixty consecutive monthly payments of One Thousand Four Hundred Eighty Five and 09/100ths (\$1,485.02) with the first of such payments being due and payable on May 1, 1990 and the subsequent payments being due and payable on the first (1st) day of each of the following fifty nine (59) months, and the entire unpaid principal balance of the indebtedness hereby evidenced and all accrued and unpaid interest thereon shall be due and payable on or before April 1, 1995.

THE MORTGAGOR covenants and agrees as follows: (a) to pay said indebtedness as herein and in said note provided; (b) to pay before they become delinquent, all taxes and assessments against said premises, and, on demand, to exhibit receipts therefor; (c) within a reasonable time after destruction or damage to rebuild or restore all buildings and improvements on said premises that may have been destroyed or damaged; (d) that waste to said premises shall not be committed or suffered; (e) to keep all buildings now or at any time on said premises insured by reputable companies with loss clause attached payable first to Mortgagee.

IN THE EVENT of failure so to pay taxes or assessments, the Mortgagee or the holder of said indebtedness may, following fifteen (15) days written notice to Mortgagor, pay such taxes or assessments, and all money so paid the Mortgagor agrees to repay immediately without demand, and the same with interest thereon from the date of payment at fourteen per cent (14%) per annum shall be so much additional indebtedness secured hereby.

IN THE EVENT of a breach of any of the aforesaid coverants or agreements which is not cured by Mortgagor within thirty (30) days of the receipt of written notice thereof, the whole of said indebtedness, shall, at the option of the legal holder thereof, without further notice, become immediately due and payable, and with interest thereon from time of such breach at fourteen per cent (14%) per annum, shall be recoverable by foreclosure thereof, or by suit at law, or both, the same as if all of said indebtedness had then matured by express terms.

DEPT-01 RECORDING \$14.25
T#5555 TRAN 3707 95/04/90 10:50:00
#6326 # E *-90-206842
COOK COUNTY RECORDER

4.25

9020384

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IT IS AGREED by the Mortgagor that all reasonable expenses and disbursements paid or incurred in behalf of plaintiff in connection with the foreclosure hereof - including reasonable attorney's fees, outlays for documentary evidence, stenographer's charges, cost of procuring or completing abstract showing the whole title of said premises embracing foreclosure decree - shall be paid by the Mortgagor; and the like expenses and disbursements, occasioned by any suit or proceeding wherein the Mortgagee or any holder of any part of said indebtedness, as such, may be a party, shall also be paid by Mortgagor. All such expenses and disbursements shall be an additional lien upon said premises, shall be taxed as costs and included in any decree that may be rendered in such foreclosure proceedings; which proceeding, whether decree of sale shall have been entered or not, shall not be dismissed, nor release hereof given, until all such expenses and disbursements, and the costs of suit, including attorney's fees, have been paid.

IN THE EVENT that the title to or any interest in the premises or in any trust holding title thereto be conveyed, assigned or in any manner transferred at any time prior to the payment in full of the indebtedness secured by this Mortgage without the prior written consent of Grantee, the entire unpaid principal balance of such indebtedness together with any accrued and unpaid interest shall at the election of Grantee or the holder of this Mortgage become immediately due and payable upon thirty (30) days written notice to Grantor.

AWITNESS the rand and seal of the Mortgagor this $20T^{\perp}$ day of April , 1790.

OFFICIAL SEAL
ROBERT C GERACHTY
COTARY PUBLIC STATE OF ILLINGIS
COMMISCION CKP, MAR. 23, 1991

Richard M. Dsida

Kimberly A. Dsida

STATE OF ILLINOIS)
COUNTY OF COOK)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Richard M. Dside and Kimberly A. Dside, his wife, 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 they signed, sealed and delivered the said instrument as their free and voluntary act, for the uses and purposes therein set fortic.

Given under my hand and notarial seal this 2074 day of April 1990.

OFFICIAL SEAL
ROBERT C GERAGHTY
FICTARY PUBLIC STATE OF ILLINOIS
CUMMISCIOLUMEN, MAR. 23, 1001

This Instrument Prepared By:
Robert C. Geraghty
707 Skokie Boulevard - Suite 420

Northbrook, Illinois 60062

46:009a

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LOT 5 IN BLOCK 4 IN MANUS INDIAN HILL SUBDIVISION OF THOSE PARTS OF THE NORTH 1/2 OF SECTION 28. TOWNSHIP 42 NORTH, RANGE 13. EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE WEST LINE OF THE NORTH EAST 1/4 OF SAID SECTION 28. 5.72 CHAINS SOUTH OF THE NORTHWEST CORNER THEREOF; THENCE SOUTH 7.74 CHAINS; THENCE EAST 4.98 CHAINS TO THE WEST LINE OF THE RIGHT OF WAY OF THE CHICAGO AND NORTHWESTERN RAILWAY; THENCE NORTHWESTERLY ALONG SAID RIGHT OF WAY TO A POINT OF BEGINNING; OTHERWISE KNOWN AS LOT 6 IN ASSESSOR'S SUBDIVISION (UNRECORDED); ALSO THAT PART OF THE NORTH 1/2 OF THE NORTHWESTERN RAILWOOD, IN COOK COUNTY, ILLINOIS.

Page 1 of 4

P.1.N. No. 05-28-104-009

Adress of Property: 516 Meadow Lane, Winnetka, Illinois 60093