

UNOFFICIAL COPY

MORTGAGE

THIS INDENTURE made
VICTORIA MAURICI, his wife

September 9

91-47777-98

THE ABOVE SPACE FOR RECORDER'S USE ONLY

between PETER MAURICI and

to whom referred to as "Mortgagors" and FOX LAKE STATE BANK, an Illinois Banking Corporation
a banking corporation organized under the laws of the State of Illinois, doing business in Fox Lake, Illinois.
herein referred to as "Mortgagee".

WITNESSETH

THAT WHEREAS Mortgagors are justly indebted to Mortgagee in the sum of One Hundred Thirty One Thousand Six Hundred Dollars & no/cents----- dollars (\$131,600.00) evidenced by a certain Promissory Note of even date herewith executed by Mortgagors, payable to the order of the Mortgagee and delivered, by which Note Mortgagors promise to pay said principal sum and interest on the balance of principal remaining from time to time unpaid at the rate of 9.75 percent (9.75 % per annum prior to maturity at the office of Mortgagee in Fox Lake, Illinois, in successive monthly installments commencing October 9, 1991 and on the same date of each month thereafter, all except the last of said installments to be in the amount of \$1,130.65 each, and said last installment to be the entire unpaid balance of said sum, together with interest on the principal of each installment after the original maturity date thereof at 12.75 % per annum, together with all costs of collection, including reasonable attorneys' fees upon default, hereinafter referred to as the "Note").

NOW THEREFORE the Mortgagors to secure the payment of said Note in accordance with its terms and the terms, provisions and limitations of this Mortgage, and all extensions and renewals thereof, and the performance of the covenants and agreements herein contained, by the Mortgagors to be performed, and also in consideration of One Dollar in hand paid, the receipt whereof is hereby acknowledged, do by these presents, Mortgage and Warrant to the Mortgagee, its successors and assigns, the following described Real Estate in the County of Cook and State of Illinois, to wit:

LOT 8 IN LONETREE SUBDIVISION, UNIT NUMBER 1, BEING A SUBDIVISION OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 5, TOWNSHIP 42 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, (EXCEPTING THE NORTH 540.93 FEET THEREOF), IN COOK COUNTY, ILLINOIS.

P.I.N. 04-05-305-008

DEPT-01 RECORDING \$13.29
T#7777 TRAN 2887 09/13/91 14:35:00
\$2110 \$ G #91-477098
COOK COUNTY RECORDER

which, with the property hereinafter described, is referred to herein as the "premises".

TOGETHER with all improvements, tenements, easements, fixtures, and appurtenances thereto belonging, and all rents, issues and profits thereof for so long and during all such times as Mortgagors may be entitled thereto (which are pledged primarily and on a parity with said real estate and set secondarily, and all apparatus, equipment or articles now or hereafter therein or thereon used to supply heat, gas, air conditioning, water, light, power, refrigeration (whether single units or centrally controlled), and ventilation, including (without restricting the foregoing), screens, window shades, storm doors and windows, floor coverings, indoor beds, awnings, stoves and water heaters. All of the foregoing are declared to be a part of said real estate whether physically attached thereto or not, and it is agreed that all similar apparatus, equipment or articles hereafter placed on the premises by the Mortgagors or their successors shall be considered as constituting part of the real estate).

TO HAVE AND TO HOLD the premises unto the Mortgagee, its successors and assigns, forever, for the purpose herein set forth, free from all rights and benefits under and by virtue of the Homestead Exemption Laws of the State of Illinois, which said rights and benefits the Mortgagors do hereby expressly release and waive.

This Mortgage consists of two pages. The covenants, conditions and provisions appearing on page 2 (the reverse side hereof) among other things, require Mortgagors to keep the premises in repair, insured and free of liens and to pay and discharge prior liens and taxes, provide that if not paid by Mortgagors, the costs of such repairs, insurance, prior liens and taxes paid by Mortgagee constitute additional indebtedness secured hereby, provide for tax and insurance deposits, for acceleration of maturity of the Note and foreclosure hereof in case of default and for the allowance of Mortgagee's attorneys' fees and expenses of foreclosure, and are incorporated herein by reference, are a part hereof, and shall be binding on the Mortgagors and those claiming through them.

In the event Mortgagor sells or conveys the premises, or if title thereto or any interest therein shall become vested in any manner whatsoever in any other person or persons other than the Mortgagor, or upon the death of any Mortgagor, Mortgagee shall have the option of declaring immediately due and payable all unpaid installments on the Note and enforcing the provisions of the Mortgage with respect thereto.

Signed and sealed by the Mortgagors the date first above written,

Peter Maurici
PETER MAURICI

Victoria Maurici
VICTORIA MAURICI

(SEAL)

(SEAL)

STATE OF ILLINOIS) I, the undersigned, a Notary Public in and for and residing in said County,
COUNTY OF) In the State aforesaid, DO HEREBY CERTIFY THAT Peter Maurici & Victoria Maurici, whose
name is are personally known to me to be the same person whose
acknowledge that they are personally known to me to be the same person whose
and voluntary act, for the uses and purposes of this instrument, appeared before me this day in person and
and valuation laws. Notary Public, State of Illinois signed, sealed and delivered the said instrument as their free and
GIVEN under my hand and Notary Commission Expires 10/08/98 day of September A.D. 19 91
Prepared by: Lynn Reitmeier

D NAME Fox Lake State Bank
E STREET 55 E. Grand Avenue
L CITY Fox Lake, IL 60020
R INSTRUCTIONS
Y RECORDER'S OFFICE BOX NUMBER

FOR RECORDER'S INDEX PURPOSES INSERT STREET ADDRESS OF ABOVE DESCRIBED PROPERTY HERE

510 Banyan Drive
Northbrook, IL 60062

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THE COVENANTS, CONDITIONS AND PROVISIONS AGREED TO BY THE PARTIES HERETO, WHICH ARE INCORPORATED IN THIS MORTGAGE.