MORTGAGE

91358397

| THIS INDENTURE, made | July 8 | , 19 <u>91</u> , between | |
|------------------------------|---------------------------------------|---|----------|
| Mr. Joseph Carpino & Mary Ca | rpino his wife 112 No. and Street) | 2 McCabe Drive Streamwood, Il (City) (State) | |
| herein referred to as "MORTO | AGORS," and THE | VILLAGE OF STREAMWOOD, a | |
| municipal corporation, 301 | E. Irving Park Roa o. and Street) | ad, Streamwood, IL 60107 (C19691-01 RESHARA) | \$22.29 |
| herein referred to as "MORTG | | * (43332 (WW) 2000 A) 101/1 | 13108100 |

NOW, THEREFORE, the Mortgagors to secure the permant of said principal sum of money and said interest in accordance with the terms, provisions and limitations of this mortgage, and the performance of the coverants and agreements herein contained, by the Mortgagors to be performed, and also in consideration of the sum of One Dollar in hand paid, the receipt whereof is hereby acknowledged, do by these presents CONVEY and WARRANT unto the Mortgagee, and the Mortgagee's successors and assigns the following described Real Estate and all of their estate, right title and interest therein, situate.

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| lying | and | being | in | the | Village | of | Stream | WOO | d | | COUNTY | 01 |
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| Cook | | | | | A | ND | STATE | OF | ILLINOIS. | to | wit: | |

Lot 2 in Block 4 in Streamwood Unit No.1, being a subdivision in the Northwest 1 of Section 23, Township 41 North, Range 9, East of the Third Principal Meridian, according to the Plat recorded April 26, 1957, as Document 16887912, in Cook County, Illinois. 112 McCabe Drive Streamwood Il.

TAX #06-23-104-002 Vol. 60

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

appurtenances thereto belonging, and all rents, issues and profits thereof for sollong and during all such times as Mortgagors may be entitled thereto (which are pledged primarily and on a perity with said real estate and not secondarily) and all apparatus, equipment or exticles 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, inador beds, almings, stoves and water heaters. All of the foregoing are declared to be 2 part of said real estate whether physically attached thereto or not, and it is agreed that all similar apparatus, equipment or articles hereafter placed in the premises by the Mortgagors or their successors or assigns shall be considered as constituting part of the real estate.

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

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TO HAVE AND TO HOLD the premises unto the Mortgagee, and the Mortgagee's successors and assigns, forever, for the purposes, and upon the uses 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.

The name of a record owner is Mr. JOseph Carpino and Mrs. Mary Carpino his wife

The aforesiad note provided that mortgagors promise to pay to the order of mortgages the principal sum, without interest payable only upon the happening of the first of the following events:

- (a) In the event the maker hereof sells, transfers, conveys or assigns any portion or interest in the real estate liened by the mortgage executed as security for the within note or in the event the maker hereof enters into Articles of Agreement for the sale of the aforesaid realty or for the sale of any portion or interest in the aforesaid realty within one year form the date hereof, then and in that event the following amount shall be due and payable immediately. \$29.726.89.
- (b) In the event the maker hereof sells, transfers, conveys or assigns any portion or interest in the real estate liened by the mortgage executed as security for the within note or in the event the maker hereof enters into Articles of Agreement for the sale of the aforesaid realty or for the sale of any portion or interest in the aforesaid realty after one year from the date hereof and prior to the years from the date hereof, then and in that event the following amount shall be due and payable immediately. \$\frac{19}{19.817.93}\$
- (c) In the event the maker hereof sells, transfert, conveys or assigns any portion or interest in the real estate liened by the mortgage executed as security for the within note or in the event the maker hereof enters into Articles of Agreement for the sale of the aforesaid realty or for the sale of any portion or interest in the aforesaid realty after two years from the date hereof and prior to three years from the date hereof, then and in that event the following amount shall be due and payable immediately. \$ 9,908.96
- (d) In the event the maker hereof does not transfer, convey or assign any portion or interest in said real estate within three years of the date hereof and in the event the maker hereof does not enter into Articles of Agreement for the sale of any portion or interest in the aforesaid realty within three years of the date hereof, then and in that event the debt herein created shall be discharged and this note shall thereupon be cancelled and the mortgage referred to herein shall be released.

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- 1. Mortgagors shall (1) promptly repair, restore or rebuild any buildings or improvements now or hereafter on the premises which may become damaged or be destroyed; (2) keep said premises in good condition and repair without waste, and free from mechanics or other liens or claims for lien not expressly subordinated to the lien thereof; (3) pay when due any indebtedness which may be secured by a lien or charge on the premises superior to the lien hereof, and upon request exhibit satisfactory evidence of the discharge of such prior lien to the Mortgagee; (4) complete within a reasonable time any building or buildings now or at any time in process of erection upon said premises; (5) comply with all requirements of law or municipal ordinances with respect to the premises except as required by law or municipal ordinance.
- 2. Mortgagors shall pay before any penalty attaches all general taxes, and shall pay special taxes, special assessments, water charges, sewer service charges, and other charges against the premises when due, and shall, upon written request furnish to the Mortgagee duplicate receipts therefor. To prevent default hereunder Mortgagors shall pay in full under protest, in the manner provided by statute, any tax or assessment which Nortgagors may desire to contest.
- 3. In the event of the enactment after this date of any isw of Illinois deducting from the value of land for the purpose of taxation any lien thereon, or imposing upon the Mortgagee the payment of the whole or any part of the taxes or assessments or charges or liens herein required to be paid by Mortgagors, or changing in any way the laws relating to the taxation of mortgages or debts secured by Mortgages or the Mortgagee's interest in the property, or the manner of collection of taxes, so as to affect this mortgage

THE BINGER OF BUILDER, HARRY COMMING THE LAND OF THE BUILDING properly you during realization and no modification to the contract of the realization of the startbilled wheren has notificate took for our constant with 100 those times of my beginned without market mark epitets no onest wants or althought as the for this test condition expressive and only and the first record, all only also the end of according ungit milit प्राप्त अञ्चरिक्तम् । व अन्यासालः कृत्यारः । प्राप्ताः । प्राप्ताः । प्राप्ताः स्वतः विकास स्वतः सी हेसल An activities with the production and a great policy of the first of the contract of the other states of the contract of the c you will allower early ender a still a to be properly as the contract believe about banks order to begin the best of the thirty of the second of mercal and the same and the premiser; (b) concey with all requirements of law or cuestion ordinances. is the few and executive of the contract when put the continuing end of approximation supposentant fragigers, as well as expenses as against the first black as assettantia More gargers. Let a let a commence and a commence of the comme autumas manga, polografa menen vet erise de farital vivil elektet vet, febbil bus នា មុខ រូវវេឌ ៖ ចំពេញ រុកស្នា មានម៉ែល ៩១៩០ ខេត្ត ២០៤ ១៩០ ១០០០ ១៨៤០ ខេត្តនៃនាពី១៩ ខែមានប្រាក់ពេល weighten reguest between the contraction of the contraction of the engineering the engineering the कत्रक तुर्दे (वेद्रववंकाच् प्रमृत्यक हैं। वर्षे दृष्ट्य हैं। वर्षेद्र राष्ट्राहरू र स्थानित अवस्था के विद्रवेशक वेत्रवंशकाय manner provided by catains only law or accommon which but gagors may dealer to contact.

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or the debt secured hereby or the holder thereof, then and inany such event, the Mortgagors, upon demand by the Mortgagee, shall pay such taxes or assessments, or reimburse the Mortgagee therefor; provided, however, that if in the opinion of counsel for the Mortgagee (a) it might be unlawful to require Mortgagors to make such payment or (b) the making of such payment might result in the imposition of interest beyond the maximum amount permitted by law, then and in such event, the Mortgagee may elect, by notice in writing given to the Mortgagors, to declare all of the indebtedness secured hereby to be and become due and payable sixty (60) days from the giving of such notice.

- A. If, by the limit of the United States of America or of any state having jurisdiction in the premises, any tax is due or becomes due in respect of the issuance of the note her by secured, the Mortgagors covenant and agree to pay such tax in the manner required by any such law. The Mortgagors further covenant to hold harmless and agree to indamnify the Mortgagee, and the Mortgagee's successors or assigns, against any liability incurred by reason of the imposition of any tax on the issuance of the note secured hereby.
 - 5. At such time as the Mortgagors are not in default either under the terms of the note secured hereby or under the terms of this mortgage, the Mortgagors shall have such privilege of making prepayments on the principal of said note (in addition to the required payments) as may be provided in said note.
 - 6. Mortgagors shall keep all buildings and improvements now or hereafter situated on said premises insured against loss or damage by fire, lightning and windstorm under policies providing for payment by the insurance companies of moneys sufficient either to pay the cost of replacing or repairing the

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same or to pay in full the indebtedness secured hereby, all in companies satisfactory to the Mortgagee, under insurance policies payable, in case of loss or damage, to Mortgagee, such rights to be evidenced by the standard mortgage clause to be attached to each policy, and shall deliver all policies, including additional and renewal policies to the Mortgagee, and in case of insurance about to expire, shall deliver renewal policies not less than ten days prior to the respective dates of expiration.

- payment or percent any act hereinbefore required of Mortgagors in any form and manner deemed expedient, and may, but need not, make full or partial payments of principal or interest on prior encumbrances, if any, and purchase, discharge, compromise or settle any tax lien or other prior lien or title or claim thereof, or redeem from any tax sale or forfeiture affecting said premises or contest any tax or assessment. All moneys paid for any of the purposes herein authorized and all expenses paid or incurred in connection therewith, including attorneys fees, and any other moneys advanced by Mortgagee to protect the mortgaged premises and the lien hereof, shall be so much additional indebtedness secured hereby and shall become immediately due and payable without notice and with interest thereon at the highest rate now permitted by Illinois law. Inaction of Mortgagee shall never be considered as a waiver of any right accruing to Mortgagee on account of any default hereunder on the part of the Mortgagors.
- 8. The Mortgagee making any payment hereby authorized relating to taxes or 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, forfeiture, tax lien or title or claim thereof.

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- 9. Mortgagors shall pay each item of indebtedness herein mentioned, both principal and interest, when due according to the terms hereof. At the option of Mortgagee and without notice to Mortgagors, all unpaid indebtedness secured by this mortgage shall, notwithstanding anything in the note or in this mortgage to the contrary, become due and payable (a) immediately in the case of default in making payment of any installment of principal or interest on the note, or (b) when default shall occur and continue for three days in the performance of any other agreement of Mortgagors herein contained.
- 10. When indebtedness hereby secured shall become due whether by acceleration or otherwise, Mortgagee shall have the right to foreclose the lien hereof. In any suit to foreclose the lien hereof, there shall be allowed and included as additional indebtedness in the decree for sale all expenditures and expenses which may be paid or incurred by or on behalf of Mortgagee for attorneys fees, appraisers fees, outlays for documentary and expert evidence, stenographers charges, publication costs and costs (which may be estimated as to items to be expended after entry of the decress; of procuring all such abstracts of title, title searches, and examinations, title insurance policies. Torrens certificates, and similar data and assurances with respect to title as Mortgagee may deem to be reasonably necessary either to prosecute such suit or to evidence to bidders at any sale which may be had pursuant to such decree the true condition of the title to or the value of the premises. All expanditures and expenses of the nature in this paragraph mentioned shall become so much additional indebtedness secured hereby and immediately due and payable, with interest thereon at the highest rate now permitted by Illinois law, when paid or incurred by Mortgages in connection with (a) any proceeding, including probate and bankruptcy proceedings, to which Mortgagee shall be a party, either

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10. When tedebledness merely secured shell become the enother by accularation or otherwitten designee that the team to formulate the lien hereof. It may work in the cheere the free free threef, there shall be allowed vanuitionagua the mine not sende Cos ni se cueid uni tempetible se bebulari bas and expenses where has been an income to the common to the following services the करेंद्रियालकार में सम्बद्ध के प्रतिकार के प्रतिकार के प्रतिकार के प्रतिकार के स्वतिकार के स्वतिकार के स्वतिकार क stenderablems courses a part of the cots and corts that may be estimated as to items to be expanded after to to, of the derivery of enduated all such abstracts of title, the sericits, and examinerand, title insurance policies. larrens curtifies . But arenter dies and assumes with respect to title as Motigage may desait to be received the consequence of the consequence at the semigage see and another during all and a section of the field of a section of time chalifor of the title to or the value of the presides. All expenditures and expenses of the artist to the being fourth earliered shall become as much additional facebook as several territories and territories and paradeses facebook facebook interest toorean at the highest rate any permisted by illinois law, when paid or incurred by declyated to weller had bit it in proceeding, including probate and terminately indepolatings, to which remagned shall be a party, elther

as plaintiff, claimant or defendant, by reason of this mortgage or any indebtedness hereby secured; or (b) preparations for the commencement of any suit for the foreclosure hereof after accrual of such right to foreclose whether or not actually commenced; or (c) preparations for the defense of any actual or threatened suit or proceeding which might affect the premises or the security hereof.

distributed and applied in the following order of priority. First, on account of all costs and applied in the following order of priority. First, on account of all costs and expenses incident to foreclosure proceedings, including all such items as are mentioned in the preceding paragraph hereof; second, all other items which under the terms hereof constitute secured indebtedness additional to that evidenced by the note, with interest thereon as herein provided; third, all principal and interest remaining unpaid on note; and fourth, any overplus to Hortgagors, their heirs, legal representatives or fourth, as their rights may appear.

this mortgage the court in which such complaint is filled may appoint a receiver of seid premises. Such appointment may be made either perone or after sale, without notice, without regard to the solvency or insolvency of Mortgagors at the time of application for such receiver and without regard to the then occupied as a homestead or not, and Mortgagee may be appointed as such receiver. Such receiver shall have power to collect rents, issues and profits of said premises during the pendency of such foreclosure suit and, in case of a sale and a deficiency, pendency of such foreclosure suit and, in case of a sale and a deficiency, ouring the full statutory period of redemption, whether there be redemption or not, as well as during any further times when Mortgagors, except for the

has plaintiff, claimant or defendant, by support to this mortioge or any indebtacoust haveny accurate or in the properties on the sevage-curent of any tait for the foreclasure larger action where the source for the second is a major action of the second or the second of the second

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intervention of such receiver, would be entitled to collect such rents, issues and profits, and all other powers which may be necessary or are usual in such cases for the protection, possession, control, management and operation of the premises during the whole of said period. The court from time to time may authorize the receiver to apply the net income in his hands in payment in whole or in part of: (1) the indebtedness secured hereby, or by any decree foreclosing this mortgage, or any tax, special assessment or other lien which may be or become superior to the lien hereof or of such decree, provided such application is made prior to foreclosure sale; and (2) deficiency in case of a sale and deficiency.

- 13. No action for the enforcement of the lien or of any provision hereof shall be subject to any defense which would not be good and available to the party interposing same in an action at law upon the note hereby secured.
- reason able times and access thereto shall be permitted for that purpose.

The Mortgagors shall periodically deposit with Mortgagee such sums as Mortgagee may reasonably require for payment of taxes and assessments on the premises. No such deposit shall bear any interest.

16. If the payment of said indebtedness or any part thereof be extended or varied or if any part of the security be released, all persons now or at any time hereafter liable therefor, or interested in said premises, shall be held to assent to such extension, variation or release, and their liability and the lien and all provisions hereof shall continue in full force, the right of recourse against all such persons being expressly reserved by Mortgagee, notwithstanding such extension, cariation or release.

intervention of cock convious, which we contilled to collect such captus, issued and profits, and all better places which may an expuseary or are usual in such cases for the tell profess, and control, amongs and control of the profits of the payment of the profits of the control of the control of the payment of the whole or in past of the control of the control of the profits of the control of the profits of the profits of the control of the profits of the control of the control of the profits of the control of

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- 17. Mortgagee shall release this mortgage and lien thereof by proper instrument upon payment and discharge of all indebtedness secured hereby and payment of a reasonable fee to Mortgagee for the execution of such release.
- 18. This mortgage and all provisions hereof, shall extend to and be biding upon Mortgagors and all persons claiming under or through Mortgagors, and the word "Mortgagors" when used herein shall include all such persons and all persons liable for the payment of the indebtedness or any part thereof, whether or not such persons shall have executed the note or this mortgage. The word "Mortgagae" when sued herein shall include the successors and assigns of Mortgagee named herein and the holder or holders, from time to time, of the note secured hereby.

WITNESS the hand...and Sazi ...of Mortgagors the day and year first above written.

PLEASE PRINT OR TYPE NAME(S) BELOW SIGNATURES(S).

Mary Carpino

(Seal)

(Seal)

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| \$1 * · 4 * | sa, 1, the undersigned, |
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| | c in and for said County, in the State |
| aforesaid, DO Mary Carpino | HEREBY CERTIFY that Joseph Carpino & his wife personally known to me to be |
| | n s whose name s |
| subscribed to me this day in signed, sealed | the foregoing instrument, appeard before person, and acknowledged that they and then delivered the said instrument free and voluntary act, for the |
| uses and purpo | ses therein set forth, including the iver of the right of homestead. |
| Given under my hand and official s | eal, this gth day of |
| July - Or | , 1971 |
| Commission expires Que | 15 , 1995 . |
| OFFICIAL SEAL WINS LANGUAGE J GOIOMBIEWER! NOTARY PUBLIC STATE OF ILLINOIS | Accorder Bolembrenshi |
| MY COMMISSION EXP. 4/15/95 | 45 |
| This instrument was prepared by Le | eeandra J. Gu'erbiewski 301 E. Irving Park |
| . Road Streamwood, Il 60107 | (Name) |
| (Address) | |
| CHA M | ADDRESS OF PROPERTY: |
| | 112 McCabe Drive |
| MAIL TO: · Village of Stramwood | Streamwood, Il 60107 |
| Leeandra J. Golembiewski | THE ABOVE ADDRESS IS FOR STATISTICAL |
| Name | PURPOSES ONLY AND IS NOT A PART OF THIS MORTGAGE. |
| 301 E. Irving Park Road Address | SEND SUBSEQUENT TAX BILLS TO: |
| Streamwood, 11. 60107 | Mr. & Mrs. Carpino |
| City State Zip Coo | le Name |
| OR | 112 McCabe .Drive |
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