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## MORTGAGE AND INSTALLMENT NOTE (ILLINOIS)

THIS INDENTURE, made July 30, 1992 between ALVARO G. CANDEL of Lyons, Illinois, herein referred to as "Mortgagor", and ANTIMO CANDEL, herein referred to as "Mortgagee",

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WITNESSETH:

THAT WHEREAS the Mortgagor is justly indebted to the Mortgagee upon the installment note of even date herewith, hereinafter referred to as the "Note", in the principal sum of Sixty Thousand Dollars (\$60,000.00), payable to the order of and delivered to the Mortgagee, in and by which Note the Mortgagor promises to pay the said interest at the rate and in installments as provided in said Note, with a final payment of the balance of interest and principal due on the first lay of August 2012, with all of said principal and interest made payable to ANTIMO CANDEL, 18110 Cherrywood Lane, Homewood, Lilinois 60430, or at such place as the holder of the Note may, from time to time, in writing appoint.

NOW, THEREFORE, the Mortgagor, to secure the payment of the said principal sim of money and said interest in accordance with the terms, provisions and limitations of this Mortgage, and the performance of the covenants and agreements herein contained, by the Mortgagor to be performed, and also in consideration of the sum of One Dollar in hard paid, the receipt whereof is hereby acknowledged, does by these presents CONVEY AND WARRANT unto the Mortgagee, and the Mortgagee's successors and assigns, the following described Real Estate and all of his estate, right, title and interest therein, situated lying and being in the Village of Oak Park, County of Cook, and State of Illinois, to wit:

Parcel 1: Unit Number 402 in 201 Marle Place Condominium as delineated on a survey of the following described real estate:

Lots 1, 2, 3 and 4 in Block 3 in Scoville and Niles Addition to Oak Park in the Southwest 1/4 of Section 7, Township 3! North, Range 13 East of the Third Principal Meridian, which survey is attached as Exhibit "A" to the Declaration of Condominium recorded as Pocument Number 92218763, together with its undivided percentage interest in the common element, in Cook County, Ilijaois

Parcel 2:
The exclusive right to the use of P-25 to P-26, a limited common element as delineated on the purvey attached to the Declaration aforesaid recorded as Document 9:218763

Permanent Real Estate Index Number: 16-07-307-016

Address of Real Estate: 201 Maple Place, Unit #402, Oak Park, Illinois 60302

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 auch times as Mortgagor may be entitled thereto (which are pledged primarily and on a parity with said real estate and not 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, awnings, stoves and water heaters. All of the foregoing

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are declared to be 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 Mortgagor or his successors or assigns shall be considered as constituting part of the real estate.

In the evert of default in the making of any payment due hereunder, or in default of any other provision of this Mortgage by Mortgagor, and in such default shall continue for a period of more than fifteen (15) days after such payment shall have become due and payable, such delinquent payment shall bear interest at the rate of twelve percent (12%) per annum from such due date until payment thereof.

The Mortgagor shall and will pay to the Mortgagee All costs and expenses, including reasonable attorney's fees, incurred by the Mortgagor in any action or proceedings to which the Mortgagee may be made a party by reason of being a party to this Mortgage, and the Mortgagor will pay to the Mortgagee all costs and expenses, including reasonable attorney's fees incurred by the Mortgagee in enforcing any of the actions brought by him against the Mortgagor on account of the provisions hereunder; and all such costs, charges, expenses and attorney's fees may be included in and form a part of any judgment entered in any proceedings brought by the Mortgagee against the Mortgagor on or under this Mortgage.

No failure or remeated failure on the part of the Mortgages to enforce or to require strict and literal compliance by the Mortgagor with any one or more of the covenants or agreements of the Mortgagor contained norein shall constitute or be deemed a waiver thereof, and no advance or prior notice shall be deemed a condition precedent to the Mortgages's insistence upon a requirement that the Mortgagor keep, perform, and comply with all such covenants and agreements.

The Mortgagor's taking possession of the Premises shall be conclusive evidence that the Mortgagor is in all respects satisfied with the physical condition thereor.

The Mortgajor agrees not to permit or suffer any lien of mechanics or materialmen to attach to said that estate or any part thereof, not to do or permit to be done upon said real estate anything that may impair the value thereof, to keep all buildings on said real estate in good repair and neither to suffer nor to commit waste on or to said real estate; to pay all water taxes and charges levied against said real estate or any part thereof; to comply with all statutes, ordinances, rules, orders, regulations, and requirements of the federal, state, and municipal government, and of any and all departments and bureaus in connection with the maintenance, management, operation and use of said real estate and the buildings and improvements thereon. And if the Mortgagor shall fail to pay said taxes, assessments, and insurance premiums, or any other items which under the terms of this Mortgage, it is the obligation of the Mortgagor to pay, or to comply strictly with such statutes, ordinances, rules, orders, regulations, and requirements, then the Mortgagee may, if he so elects, pay the same and comply with such statutes, ordinances, rules, orders, regulations, and requirements, anything herein to the contrary notwithstanding and the amount so paid shall become so much additional indebtedness hereunder, and shall be immediately due and payable to the Mortgagee, in addition to the payments hereinabove mentioned.

The Mortgagor shall not transfer, convey, sell, encumber or refinance the Fremises by which this Mortgage is secured, without payment in full of this Mortgage. The failure of the Mortgager to pay the balance upon such action will entitle the Mortgages to institute a foreclosure action. A transfer of the keneficial

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interest in a land trust or an installment sale will be considered a sale and give the Mortgages the option to accelerate payment of the balance of this Mortgage.

It is mutually agreed by and between the parties hereto that the time of payment shall be of the essence of this Agreement and that the covenants and agreements herein contained shall extend to and be obligatory upon the heirs, executors, administrators, successors, and permitted assigns of the respective parties.

TO HAVE AND TO HOLD the Premises unto the Mortgagee, and the Mortgagee's successors and assigns, forever, for the purposes, 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 Mortgagor does hereby expressly release and waive.

The name of the record owner is ALVARO G. CANDEL.

WITNES the hand and seal of the Mortgagor this 30th day of July, 1992.

ALVARO G. CANDEL (SEAL

STATE OF ILLINOIS )
COUNTY OF COOK

I, the undersigned, a Notary Public in and for said County, in the State aforemaid, DO HERLBY CERTIFY, that ALVARO G. CANDEL, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed, sealed, and delivered the said instrument as his own free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

Given under my hand and official seal this 30th day of July, 1992.

" OFFICIAL SEAL."
MARY G. GIBLIN
NOTARY PUBLIC. "ITATE OF ILLINOIS
MY COMMISSION EXPIRES 2/7/95

Notary Public

Prepared bymail to.
Diane Markus Roy
7627 Luke St + 208
River Forest D
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