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OR RECORDER'S OFFICE BOX NO.

Chicago, IL 60602 (NAME AND ADDRESS) Steve B. Isaacson, Young, Haussinger & Rosen, Ltd., 33 N. LaSalle, Suite 2000

Given under my hand and official seal, this 16 day of February 1992

NOTARY PUBLIC STATE OF ILLINOIS DEBERT REIBERG My Commission Expires MAY 21 1995

State of Illinois, County of Cook in the State aforesaid, DO HEREBY CERTIFY that Anna Maria Scatena

PLEASE PRINT OR TYPE NAME(S) BELOW SIGNATURE(S)

Michael W. Scatena Anna Maria Scatena

The name of a record owner is: Michael W. Scatena and Anna Maria Scatena, in joint tenancy

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

TOGETHER with all improvements, tenements, casements, fixtures, and appurtenances thereon, including, but not limited to, all rents, issues and profits thereof

Permanent Real Estate Index Number(s): 03-05-121-006-0000 Address(es) of Real Estate: 406 Indian Hill Drive, Buffalo Grove, Illinois

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

LOT 416 IN STRATHMORE IN BUFFALO GROVE UNIT NUMBER 2, SECTIONS 5 AND 6, TOWNSHIP 42 NORTH, RANGE 11, EAST OF

THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED FEBRUARY 8, 1968 AS DOCUMENT NUMBER 20400442, IN COOK COUNTY, ILLINOIS.

and being in the Village of Buffalo Grove, COUNTY OF COOK AND STATE OF ILLINOIS, to wit:

NOW, THEREFORE, the Mortgagee, to secure the payment of the said principal sum of money and said interest in accordance with the terms, provisions

of such appointment, then or hereafter made by the holders of the note may, from time to time, in writing appoint, and in absence

sum and interest in the note and in installments as provided in said note, with a final payment of the balance due on the 15th day of December

THAT WHEREAS the Mortgagee are justly indebted to the Mortgagee upon the installment note of even date herewith, in the principal sum of

herein referred to as "Mortgagee," witness Steven E. Schneider and Michael W. Scatena

406 Indian Hill Drive Buffalo Grove IL 60089

THIS INDENTURE, made as of November 16 1992 between Michael W. Scatena and Anna Maria Scatena, in joint tenancy

CAUTION: Consult a lawyer before using or acting under this form. Neither the publisher nor the seller of this form makes any warranty with respect thereto, including any warranty of merchantability or fitness for a particular purpose.

FORM NO. 103 FEBRUARY, 1985 MORTGAGE (ILLINOIS) FOR USE WITH NOTE FORM NO. 1447

THIS IS A SECOND MORTGAGE LEGAL FORMS G.P.O. 1985

DEPT-01 RECORDINGS \$25.00 #7937 * 92-8939 COOK COUNTY RECORDER

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1. The mortgagor shall 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 mechanical or other liens or claims for lien not expressly subordinated to the lien hereof; (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 building ordinance with respect to the premises and the use thereof; (5) comply with all requirements of law or municipal ordinances now or at any time in process of creation upon said premises; (6) make no material alterations in said premises except as required by law or municipal ordinance.

2. Mortgagors shall pay before any penalty attaches all general taxes, 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 Mortgagors may desire to contest.

3. In the event of the enactment after this date of any law 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 Mortgagee, 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 or the debt secured hereby or the holder thereof, then and in any such event, the Mortgagee, upon demand by the Mortgagee, shall pay such taxes or assessments, or reimburse the Mortgagee (hereafter provided, however, that if in the opinion of counsel for the Mortgagee (a) it might be unlawful to require Mortgagee 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 Mortgagee, to declare all of the indebtedness secured hereby to be and become due and payable sixty (60) days from the giving of such notice.

4. If, by the laws 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 hereby secured, the Mortgagee's covenant and agree to pay such tax in the manner required by any such law. The Mortgagee further covenants to hold harmless and agree to indemnify 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. As such time as the Mortgagee are not in default either under the terms of the note secured hereby or under the terms of this mortgage, the Mortgagee 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 and improvements 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 same or to pay in full the indebtedness secured hereby, all in compliance 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. Mortgagors 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.

7. In case of default hereon, Mortgagee may, but need not, make any payment or perform any act heretofore required of Mortgagee in any form and manner deemed expedient, and may, but need not, make full or partial payments of principal or interest on prior commitments, 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 foreclosure and pay the same or interest thereon, 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. In case of Mortgagee shall never be considered as a waiver of any right accruing to the Mortgagee on account of any default hereunder on the part of the Mortgagee.

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, foreclosure, tax lien or title or claim thereof.

9. Mortgagee shall pay each item of indebtedness as mentioned, both principal and interest, when due according to the terms hereof. At the option of the Mortgagee and without notice to Mortgagee, all unpaid indebtedness secured by this mortgage shall, notwithstanding 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 the Mortgagee herein contained.

10. When the 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 decree) of procuring all such articles of title, title searches, and examinations, title insurance policies, Torrens certificates, and similar data and assurances with respect to the Mortgagee may deem to be reasonably necessary either to provide 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 expenditures 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 incurred or incurred by Mortgagee in connection with (a) any proceeding, including probate and bankruptcy proceedings, in which the Mortgagee shall be a party, either 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 actual or constructive; or (c) preparations for the defense of any actual or threatened suit or proceeding which might affect the premises or the security hereof.

11. The proceeds of any foreclosure sale of the premises shall be distributed and applied in the following order of priority: First, to pay account of all costs and expenses incident to the 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, a portion of that evidenced by the note, with interest thereon as herein provided; third, all principal and interest remaining unpaid on the note; fourth, any surplus to Mortgagee, their heirs, legal representatives or assigns, as their rights may appear.

12. Upon or at any time after the filing of a complaint to foreclose the court in which such complaint is filed may appoint a receiver or insolvency of Mortgagee at the time of application for such receiver and without regard to the value of the premises or whether the same shall be then occupied as a homestead or not, and the Mortgagee may be appointed as such receiver. Such receiver shall have power to collect the rents, issues and profits of said premises during the pendency of such foreclosure suit and in case of a sale and a deficiency, during the full statutory period of redemption, whether there be redemption or not, as well as during any further time when Mortgagee, except for the intervention of such receiver, is 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; (2) the 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 intervening same in an action at law upon the note hereby secured.

14. The Mortgagee shall have the right to inspect the premises at all reasonable times and access thereto shall be permitted for that purpose.

15. The Mortgagee shall periodically deposit with the Mortgagee such sums as the 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 the Mortgagee, notwithstanding such extension, variation or release.

17. Mortgagee shall release this mortgage and then 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, when extended to and be binding upon Mortgagee and all persons claiming under or through Mortgagee, 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 "Mortgagee" when used herein shall include the successors and assigns of the Mortgagee named herein and the holder of the note secured hereby.

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Property

Michael W. Scatena
Michael W. Scatena

Anna Maria Scatena
Anna Maria Scatena

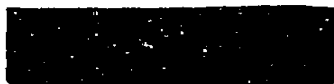
provided, that, in either case, the aggregate of the outstanding balance of the note secured by this Mortgage or such replacement mortgage, as the case may be, and the amount of the first mortgage shall not exceed eighty percent (80%) of the fair market value of the premises or such new primary residence, as established to the reasonable satisfaction of Mortgagee. Any costs incurred by Mortgagee in so subordinating and/or releasing and substituting the lien of this Mortgage shall be borne by Mortgageors.

- A. Subordinate the lien of this Mortgage to any replacement first mortgage on the premises; and
- B. Release the lien of the Mortgage upon the sale of the premises in substitution for a second mortgage lien on a new primary residence of Mortgageors on real property in Illinois owned by Mortgageors,

Notwithstanding anything in this Mortgage to the contrary, or in the installment note secured hereby, including, without limitation any "due-on-sale" provision therein, provided no default exists, Mortgagee agrees, upon the request of Mortgageor, to:

1. Upon the sale, transfer or conveyance of the premises or any portion thereof, by operation of law or otherwise, at the election of the Mortgagee, the installment note secured by this Mortgage shall immediately become due and payable subject to paragraph 2 below.

Rider to Mortgage dated as of November 16, 1992
 from Michael W. Scatena and Anna Maria Scatena to Herbert Rex



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