For Use With Note Form No. 144'

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makes any warranty with respect thatelo, including any warranty of in	reschantability or hiness for a particular purpose

THIS INDENTURE, made March 18 19 92, between Maryanne Cherrier, married to Dennis Cherrier, and Frank Giustino and Ann Giustino, husband and wife, 1771 Algonquin, Unit 2B, Mount Prospect, Illinois 60056

INO AND STREET) herein referred to as "Mortgagors," and Felicia Equi, Rodney Equi and Elaine Equi, not as tenants in common but as joint tenants with the right of survivorship, 2 Atrium Way, Unit 204, Elmhurst, Illinois 60126 (NO. AND STREET)

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

herein referred to as "Mortgagee," witnesseth:

DFPT-01 RECURDING T\$5555 TRAN 2991 04/01/92 11:11:00 \$7296 \$ E *-92-217479 COOK COUNTY RECORDER

92217479

Above Space For Recorder's Use Only

(5. 65,000.00 (s. 65,000,00), payable to the order of and delivered to the Mortgagee, in and by which note the Mortgagors promise to pay the said principal sum and interest at the rate a fit is installments as provided in said note, with a final payment of the balance due on the 15t day of APT1. 2007, and all of said principal and interest are made payable at such place as the holders of the note may, from time to time, in writing appoint, and in absence of such appointment, then at the convergence of such appointment, then at the convergence of the note may, Unit 204, Elmhurst, Illinois 60126 of such appointment, then at KASSA ADDISORDING

NOW, THEREFORE, the Mortge gore to secure the payment of the said principal sum 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 Mortgagors to be performed, and also in consideration of the sum of One Dollar in the death of the sum of One Dollar in the death of the sum of One Dollar in the death of the second assigns, the following described Real Estate and all of their estate, right, title and interest therein, situate, lying and being in the Village of Mount Property COUNTY OF COOK AND STATE OF ILLINOIS, to wind the sum of Parcel 1: Unit 1771-28, together with its undivided percentage interest in the common elements in Cinnamon Cove Condominium as delineated and defined in the restated and amended declarations recorded as document numbers 91-424352 and 91-518494, and formerly known as Tvy Green Condominium as delineated and defined in the declaration recorded as document number 25498291, and as an ended from time to time, in Lot 1 (except the north 462.80 feet of the south 736.42 feet thereof) in Algonquin-Corpster subdivision, a subdivision of part of the southeast 1/4 of the southeast 1/4 of Section 15 and part of the ro theast 1/4 of the northeast 1/4 of Section 22, Township 41 North, Range 11, east of the third principal meridian, in Cook County, Illinois. Parcel 2: Easement appurtenant to and for the benefi' of Parcel 1, for ingress and egress as contained in

declaration of easements recorded as document number 25/198990 and amended from time to time.

Permanent Real Estate Index Number(s):	08-22-203-069, Volume So (Unierlying Parcel)
	nin, Unit 2B, Mount Prospect, Illigois 60056

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 pr. ity 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 condition of the controlled), and ventilation, including (without restricting the foregoing), sereens, wit dow shades, storm down and windows, floor coverings, inador beds, awnings, stoves and water heaters. All of the foregoing are declared to be a part of said real est the whether physically attached thereto or not, and it is agreed that all similar apparatus, equipment or articles hereafter placed in the premises by Mortgagors or their successors or assigns shall be considered as constituting part of the real estate.

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

herein set forth, free from	n all rights and benefits under and by virtue of the Homestea y expressly release and waive.	d Exemption Laws of the State of Lyme 5: wh	nich said rights and benefits
This mortgage consisterein by reference and a	ner is: Maryanne Cherrier, Frank Giustino al sis of 3 pages. The covenants, conditions and provisions a re a part hereof and shall be binding on Mortgagors, their h and seal. So of Mortgagors the day and year first allows wa	oppearing on page 2 (the reverse side of this releast, successors and assigns.	10r gage) are incorporated
	(8		(Seal)
PLEASE PRINT OR TYPE NAME(S)		•	
BELOW SIGNATURE(S)	SEE PAGE THREE	eat)	•
State of Illinois, County of	in the State aforesaid, DO DEREBY CERTIFY Data SEE_PAGE_THREE	I, the undersigned, a Notary Pu	
TIETA	personally known to me to be the same person w appeared before me this day in person, and acknowledge 	ed that h signed, sealed and delive	ered the said instrument as
Given under my and and	latical scal, this	ningan and the control of the contro	
Commission expire			folder Durbles
This instrument was proba	Rodney W. Equi, Donovan and Roberts,	P.C., 104 E. Roosevelt Road, Who	eaton, IL 60189-0417

Rodney W. Equi, Donovan and Roberts, P.C., 104 E. (NAME AND ADDRESS) Illinois

P.C., 104 E. Roosevelt Road, Suite 202

(STATE)

(ZIP CODE)

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THE COVENANTS, CONDITIONS AND PROVISIONS REFERRED TO ON PAGE I (THE REVERSE SIDE OF THIS MORTGAGE):

- 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 mechanic's 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 and the use thereof; (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, 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 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 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 or the debt secured hereby or the holder thereof, then and in any 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.
- 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 issurace of the note hereby secured, the Mortgagors covenant and agree to pay such tax in the manner required by any such law. The Mortgagors for her covenant 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. At such time as ne Mortgagors are not in default either under the terms of the note secured hereby or under the terms of this mortgage, the Mortgagors e'.e'. 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 the fulfilluidings and improvements now or hereafter situated on said premises insured against loss or damage by fire, lightning and windstorm and prolicies 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 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.
- 7. In case of default therein, Mortgage 1/8, but need not, make any payment or perform any act hereinbefore required of Mortgagors in any form and manner deemed expedient, an 4 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 o 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, shill be so much additional indebtedness secured hereby and shall become immediately due and payable without notice and with interest thereof of the highest rate now permitted by Illinois law. Inaction 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 Mortgagors.
- 8. The Mortgagee making any payment hereby authorize relating to taxes or assessments, may do so according to any bill, statement or estimate procured from the appropriate public office without incurry into the accuracy of such bill, statement or estimate or into the validity of any tax, assessment, sale, forfeiture, tax lien or title of claim thereof.
- 9. Mortgagors shall pay each item of indebtedness herein medicard, both principal and interest, when due according to the terms hereof. At the option of the Mortgagee and without notice to Mortgagor, all unpaid indebtedness secured by this mortgage shall, notwith-standing anything in the note or in this mortgage to the contrary, become fue 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 the Mortgagors herein contained.
- 10. When the indebtedness hereby secured shall become due whether by receleration or otherwise. Mortgagee shall have the right 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 c on behalf of Mortgagee for attorneys' fees, appraiser's fees, outlays for documentary and expert evidence, stenographers' charges, publication costs (which may be estimated as to items to be expended after entry of the decree) of procuring all such abstracts of tile, tale searches, and examinations, title insurance policies. Torrens certificates, and similar data and assurances with respect to title as "or gagee may deem to be reasonably necessary either to prosecute such suit or to evidence to bidders at any sale which may be had pursue 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, aentioned shall become so much additional indebtedness secured hereby and immediately due and payable, with interest thereon at the high structure of the premises of the mature in this paragraph. Benefit of the premise of the mature in this paragraph aentioned shall become so much additional indebtedness secured by Mortgagee in connection with (a) any proceeding, including probate and bur "cutery proceedings, to 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 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.
- 11. The proceeds of any foreclosure sale of the premises shall be distributed and applied in the folk wine order of priority: First, on account of all costs and expenses incident to the foreclosure proceedings, including all such items as are meaning of in the preceding parameter proceeding, including all such items as are meaning of in the preceding parameter property of the proceeding parameters; second, all other items which under the terms hereof constitute secured indebtedness additionally data evidenced by the hote, with interest thereon as herein provided; third, all principal and interest remaining unpaid on the note; fourth, any overplus to Mortgagors, 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 this mortgage the court in which such conglint is filed may appoint a receiver of said premises. Such appointment may be made either before 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 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 sule and a deficiency, during the full statutory period of redemption, whether there be redemption or not, as well as during any further times when Mortgagors, except for the 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: (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 interposing 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 Mortgagors 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 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 binding 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 "Mortgagee" when used herein shall include the successors and assigns of the Mortgagee named herein and the holder or holders, from time to time, of the note secured hereby.

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MORTGAGE (PAGE 3)

- 19. Mortgagors, on behalf of themselves, their heirs, executors and assigns, agree that in the event that title shall be conveyed to or the equity of redemption in the property described herein becomes vested in, or said property is sold on an installment contract to, or an option to purchase is granted under any lease or other instrument to any person or persons, firm, trust or corporation other than mortgagors without the written consent of mortgagee first obtained, then in any of such events, Mortgagee shall have the right to declare all sums secured hereby immediately due and payable.
- 20. The Mortgagors also hereby grant to the Mortgagee, its successors and assigns, all rights and easements appurtenant to the subject unit described herein, the rights and easements for the benefit of said unit set forth in the declaration of condominium.

This Mortgage is subject to all rights, easements and covenants, restrictions, and reservations contained in said declaration the same as through the provisions of said declaration were recited and stipulated at length herein.

Maryanne/Cherrier

Frenk Giustino

Ann Giustin

STATE OF ILLINOIS

SS

COUNTY OF DUPAGE

I, the undersigned, a Notary Public in and for said County in the State afcresaid, DO HEREBY CERTIFY that Maryanne Cherrier, married to Dennis Cherrier, and Frank Giustino and Ann Giustino, husband and 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 forth, including the release and waiver of the right of homestead.

"OFFICIAL SEAL" RODNEY W. EQUI

My Commission Expire: 7/11/92

Notary Public

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Mark Salar S