

# UNOFFICIAL COPY FORM 6

MORTGAGE (ILLINOIS)

DEPT-01 RECORDING \$25.50  
T42222 TRAN 5503 06/01/92 13:31:00  
#1476 # \*-92-378628  
COOK COUNTY RECORDER

THIS INDENTURE made February 21, 1992 between  
Susan A. Kane

2254B Baldwin Way, Unit #111-2,  
Palatine, Illinois 60074  
(NO AND STREET) (CITY) (STATE)

herein referred to as "Mortgagors," and  
**SOUTH CENTRAL BANK & TRUST COMPANY**  
555 WEST ROOSEVELT ROAD CHICAGO, ILLINOIS 60607  
(NO AND STREET) (CITY) (STATE)

92378628

Above Space For Recorder's Use Only

herein referred to as "Mortgagee," witnesseth

THAT WHEREAS the Mortgagors are justly indebted to the Mortgagee upon the Retail Installment Contract dated  
May 12, 1992, in the Amount Financed of

Four Thousand Nine Hundred NO/100 DOLLARS  
(\$4,900.00), payable to the order of and delivered to the Mortgagee, in and by which contract the Mortgagors promise  
to pay the said Amount Financed together with a Finance Charge on the principal balance of the Amount Financed in accordance with the terms of the Retail  
Installment Contract from time to time unpaid in 48 monthly installments of \$ 133.38 each beginning  
June 26, 1992, and a final installment of \$ 133.38 May 26, 1996, together with

interest after maturity at the Annual Percentage Rate stated in the contract, and all of said indebtedness is made payable at such place as the holders of the  
contract may, from time to time, in writing appoint, and in the absence of such appointment, then at the office of the holder at SOUTH CENTRAL  
Bank & Trust Co. 555 W. ROOSEVELT ROAD, CHICAGO, ILLINOIS 60607.

NOW, THEREFORE, the Mortgagors do secure the payment of the said sum 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, 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, lying and being in the Village of Palatine, COUNTY OF  
Cook AND STATE OF ILLINOIS, to wit:

"SEE EXHIBIT "A" ATTACHED"

### EXHIBIT "A"

#### PARCEL 1:

Unit 111-2 in Village of the Sun Las Haciendas Condominium, as delineated on  
survey of the following described parcel of real estate (hereinafter referred  
to as Parcel): Parts of the North East 1/4 of the North West 1/4 & the North  
West 1/4 of the North East 1/4 of Section 7, Township 47 North, Range 10 East  
of the Third Principal Meridian, in Cook County, Illinois, which survey is  
attached an Exhibit "B" to Declaration made by La Salle National Bank, a  
National Banking Association, as Trustee under Trust Agreement Dated June 1,  
1973 and known as Trust Number 46244, recorded in the office of the Recorder  
of Cook County, Illinois as Document 22962239, together with an undivided  
1.022 per cent interest in said parcel (excepting from said parcel all the  
property and space comprising all the units as defined and set forth in said  
Declaration and survey) in Cook County, Illinois

#### PARCEL 2:

Easements appurtenant to and for the benefit of Parcel 1 as set forth in  
Declaration of Easements, Covenants and Restrictions dated January 10, 1975  
recorded January 14, 1975 as Document Number 22962238 as amended by Document  
dated September 15, 1976, and recorded December 16, 1976 as Document Number  
2370483, and as created by Deed from La Salle National Bank, a National  
Banking Association, as Trustee under Trust Agreement dated June 1, 1973,  
and known as Trust Number 46244 to Village of the Sun Las Haciendas Home  
owners Association dated December 7, 1976 and recorded December 16, 1976  
as Document Number 23750484, all in Cook County, Illinois.

ILLINOIS.

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 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 SUSAN A. KANE  
This mortgage consists of two pages. The covenants, conditions and provisions appearing on page 2 (the reverse side of this mortgage) are  
incorporated herein by reference and are a part hereof and shall be binding on Mortgagors, their heirs, successors and assigns.

Witness the hand and seal of Mortgagors the day and year first above written.

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

Susan A. Kane (Seal)  
SUSAN A. KANE

RJD 25.22  
(Seal)

State of Illinois, County of COOK ss. I, the undersigned a Notary Public in and for said County  
in the State aforesaid, DO HEREBY CERTIFY that SUSAN A. KANE

IMPRESS  
personally known to me to be the same person whose name is subscribed to the foregoing instrument  
SEAL OFFICIAL SEAL  
here applied before me this day in person, and acknowledged that she signed, sealed and delivered the said instrument as  
HERE PAUL N. KRON (Seal) and voluntary act, for the uses and purposes therein set forth including the release and waiver  
NOTARY PUBLIC, STATE OF ILLINOIS  
MY COMMISSION EXPIRES 12/19/92

Given under my hand and official seal, this 21ST day of FEBRUARY, 1992  
Commission expires \_\_\_\_\_ 19\_\_\_\_  
Paul N. Kron  
Notary Public

92378628

# UNOFFICIAL COPY

ADDITIONAL CONVENANTS, CONDITIONS AND PROVISIONS REFERRED TO ON THE REVERSE SIDE OF THIS MORTGAGE AND INCORPORATED THEREIN BY REFERENCE.

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 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 Mortgagee or to holder of the contract; (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 Mortgagee or to holders of the contract 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. Mortgagors shall keep all buildings and improvements now and 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 same or to pay in full the indebtedness secured hereby, all in companies satisfactory to the holders of the contract, 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 holder of the contract and in case of insurance about to expire, shall deliver renewal policies not less than ten days prior to the respective dates of expiration.

4. In case of default therein, Mortgagee or the holder of the contract may, but need not, make any payment or perform any act hereinbefore required of Mortgagors in any form and inanner 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 these purposes herein authorized and all expenses paid or incurred in connection therewith, including attorneys' fees, and any other moneys advanced by Mortgagee or the holders of the contract 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. Inaction of Mortgagee or holders of the contract shall never be considered as a waiver of any right accruing to them on account of any default hereunder on the part of the Mortgagors.

5. The Mortgagee or the holder of the contract hereby secured making any payment hereby authorized relating to taxes and 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.

6. Mortgagors shall pay each item of indebtedness herein mentioned, when due according to the terms hereof. At the option of the holder of the contract and without notice to the Mortgagors, all unpaid indebtedness secured by the Mortgage shall, notwithstanding anything in the contract or in this Mortgage to the contrary, become due and payable (a) immediately in the case of default in making payment of any installment on the contract, or (b) when default shall occur and continue for three days in the performance of any other agreement of the Mortgagors herein contained.

7. 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 or holder of the contract for attorneys' fees, appraiser's 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 abstracts of title, title searches and examinations, guarantee policies, Torrens certificates and similar data and assurances with respect to title as Mortgagee or holder of the contract 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 expenditures and expenses of the nature in this paragraph mentioned shall become so much additional indebtedness secured hereby and immediately due and payable, when paid or incurred by Mortgagee or holder of the contract in connection with (a) any proceeding, including probate and bankruptcy proceedings, to which either of them 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 threatened suit or proceeding which might affect the premises or the security hereof whether or not actually commenced.

8. The proceeds of any foreclosure sale of the premises shall be distributed and applied in the following order of priority: First, on 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 additional to that evidenced by the contract; third, all other indebtedness, if any, remaining unpaid on the contract; fourth, any overplus to Mortgagors, their heirs, legal representatives or assigns as their rights may appear.

9. Upon, or at any time after the filing of a bill to foreclose this mortgage the court in which such bill 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 hereunder 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 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.

10. No action for the enforcement of the lien or 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 contract hereby secured.

11. Mortgagee or the holder of the contract shall have the right to inspect the premises at all reasonable times and access thereto shall be permitted for that purpose.

12. If Mortgagors shall sell, assign or transfer any right, title or interest in said premises, or any portion thereof, without the written consent of the holder of the contract secured hereby, holder shall have the right, at holder's option, to declare all unpaid indebtedness secured by this mortgage to be immediately due and payable, anything in said contract or this mortgage to the contrary notwithstanding.

## ASSIGNMENT

FOR VALUABLE CONSIDERATION, Mortgagee hereby sells, assigns and transfers the within mortgage to \_\_\_\_\_

Date \_\_\_\_\_

Mortgagee \_\_\_\_\_

By \_\_\_\_\_

22878628

DELIVERY INSTRUCTIONS

OR

FOR RECORDERS INDEX PURPOSES INSERT STREET ADDRESS OF ABOVE DESCRIBED PROPERTY HERE

This Instrument Was Prepared By

(Name)

(Address)

UNOFFICIAL COPY

Notary Public  
My Commission Expires  
I, the undersigned, a Notary Public in and for said County  
in the State aforesaid, DO HEREBY CERTIFY that

State of Illinois, County of Cook  
I, the undersigned, a Notary Public in and for said County  
in the State aforesaid, DO HEREBY CERTIFY that

PLEASE PRINT OR TYPE NAMES BELOW SIGNATURES  
Susan A. Kane  
1992

Witness the hand and seal of Mortgages the day and year first above written  
The name of a record owner is  
This mortgage contains of two pages. The covenants, conditions and provisions appearing on page 2 (the reverse side of this mortgage) are incorporated herein by reference and are a part hereof and shall be binding on Mortgages, their heirs, successors and assigns.

TO HAVE AND TO HOLD the premises under and by virtue of the Homestead Exemption Laws of the State of Illinois, which said rights and benefits the Mortgages do hereby expressly release and waive.  
Mortgages do hereby expressly release and waive.  
TO HAVE AND TO HOLD the premises under and by virtue of the Homestead Exemption Laws of the State of Illinois, which said rights and benefits the Mortgages do hereby expressly release and waive.  
Mortgages do hereby expressly release and waive.  
TO HAVE AND TO HOLD the premises under and by virtue of the Homestead Exemption Laws of the State of Illinois, which said rights and benefits the Mortgages do hereby expressly release and waive.  
Mortgages do hereby expressly release and waive.

TO HAVE AND TO HOLD the premises under and by virtue of the Homestead Exemption Laws of the State of Illinois, which said rights and benefits the Mortgages do hereby expressly release and waive.  
Mortgages do hereby expressly release and waive.

PREPARED BY: VERONICA RODRIGUEZ 555 W. ROOSEVELT ROAD, CHICAGO, ILLINOIS.

ADDRESS OF PREMISES: 2254B Baldwin Way, Unit #111-2, Palatine, IL

PERMANENT REAL ESTATE INDEX NUMBER: 02-01-101-003-1082

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 Mortgages 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 and 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) sensors, window shades, storm doors and windows, floor coverings, inlaid beds, awnings, stoves and water heaters. All of the foregoing are declared to be a part of said real estate which is physically attached thereto or not, and it is agreed that all similar apparatus, equipment or articles hereafter placed in the premises by Mortgages or their successors or assigns shall be considered as constituting part of the real estate.  
TO HAVE AND TO HOLD the premises under and by virtue of the Homestead Exemption Laws of the State of Illinois, which said rights and benefits the Mortgages do hereby expressly release and waive.  
Mortgages do hereby expressly release and waive.

Use Only

528

THIS INDENTURE, made February 21, 1992, between Susan A. Kane 2254B Baldwin Way, Unit #111-2, Palatine, Illinois 60074

DEPT-01 RECORDING \$25.50  
14222 TRAN 5503 06/01/92 13:31:00  
#1476 #92-378628 COOK COUNTY RECORDER

FORM 6 MORTGAGE (ILLINOIS)

820878028

29133-64



FOR RECORDERS INDEX PURPOSES INSERT STREET ADDRESS OF ABOVE DESCRIBED PROPERTY HERE  
This Instrument Was Prepared By  
(Address)

ADDITIONAL CONVENANTS, CONDITIONS AND PROVISIONS REFERRED TO ON THE REVERSE SIDE OF THIS MORTGAGE AND INCORPORATED THEREIN BY REFERENCE.

- Mortgagee shall promptly repair, restore or rebuild any buildings or improvements 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 or expense, and upon request exhibit satisfactory evidence of the discharge of such prior lien to Mortgagee or to holder of the contract; (4) complete the lien hereof and upon request exhibit satisfactory evidence of the discharge of such prior lien to Mortgagee or to holder of the contract; (5) complete within a reasonable time any building or building improvements now or at any time in process of erection upon said premises; (6) comply with all requirements of law or municipal ordinance with respect to the premises and the use thereof; (b) make no material alterations in said premises except as required by law or municipal ordinance.
- Mortgagee shall pay before any penalty attaches against the premises when due, and shall upon written request, furnish to Mortgagee or to holder of the contract duplicate receipts therefor. To prevent default hereunder Mortgagee shall pay in full under protest, in the manner provided by statute, any tax or assessment charges, and other charges against the premises when due, and shall upon written request, furnish to Mortgagee or to holder of the contract duplicate receipts therefor.
- Mortgagee shall keep all buildings and improvements now and 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 money 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 holders of the contract, 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 holder of the contract and in case of insurance about to expire, shall deliver renewal policies not less than ten days prior to the respective dates of expiration.
- In case of default therein, Mortgagee or the holder of the contract may, but need not, make any payment or perform any act hereinafter 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 encumbrances, if any, and purchase, discharge, compromise or settle any tax lien or other prior lien or title or claim in the contract, or redemption or sale or foreclosure, affecting said premises or contract or assessment. All moneys paid for any of these purposes herein authorized and all expenses paid or incurred in connection therewith, including attorneys' fees and any other moneys advanced by Mortgagee or the holders of the contract to protect the mortgage premises and the lien hereof, shall be so much additional indebtedness secured hereby and shall become immediately due and payable without notice. Inaction of Mortgagee or holders of the contract shall never be considered as a waiver of any right accruing to them or a count of any default hereunder on the part of the Mortgagee.
- The Mortgagee or the holder of the contract hereby secured making any payment heretofore authorized relating to taxes and 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 therefor.
- Mortgagee shall pay each item of indebtedness herein mentioned when due according to the terms hereof. At the option of the holder of the contract, and without notice to the Mortgagee, all unpaid indebtedness secured by the Mortgage shall notwithstanding anything in the contract or in this Mortgage to the contrary, become due and payable (total indebtedness) immediately in the case of default in making payment of any installment on the contract, or (b) when default shall occur and continue for three days in the performance of any other agreement of the Mortgagee herein contained.
- 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, or to foreclose which may be paid or incurred by or on behalf of Mortgagee or holder of the contract for attorneys' fees, appraiser's fees, expenditures and expenses which may be incurred by or on behalf of Mortgagee or holder of the contract for additional indebtedness in the decree for sale all such expenses and expenses which may be incurred by or on behalf of Mortgagee or holder of the contract for attorneys' fees, appraiser's fees, outlays for documentary and expert evidence, and other expenses, publication costs and costs (which may be estimated as to items to be expended after entry of the decree of protecting all such interests of the Mortgagee or holder of the contract, including the costs of appraisals and similar data and assurances with respect to title as Mortgagee or holder of the contract 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 expenditures and expenses to be paid or incurred by Mortgagee or holder of the contract in connection with the foreclosure of the mortgage shall be immediately due and payable, when paid or incurred by Mortgagee or holder of the contract, either as principal claimant or defendant, by reason of this Mortgage or any indebtedness hereby secured, or (b) preparation for the commencement of any suit for the foreclosure hereof after accrual of such right to foreclose whether or not actually commenced, or (c) preparation for the defense of any threatened suit or proceeding which might affect the premises or the security hereof whether or not actually commenced.
- The proceeds of any foreclosure sale of the premises shall be distributed and applied in the following order of priority: first, on 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 items remaining unpaid on the contract, fourth, any surplus to Mortgagee, and in the order of legal representatives or assigns as their rights may appear. If any, remaining unpaid on the contract, fourth, any surplus to Mortgagee, and in the order of legal representatives or assigns as their rights may appear.
- Upon or at any time after the filing of a bill to foreclose this mortgage the court in which such bill is filed may appoint a receiver of said premises, such appointment may be made before or after sale without notice, without regard to the value of the premises or whether the same shall be a homestead or not, and the Mortgagee hereunder 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 interest 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.
- No action for the enforcement of the lien or 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 contract hereby secured.
- Mortgagee or the holder of the contract shall have the right to inspect the premises at all reasonable times and access thereto shall be permitted for that purpose.
- If Mortgagee shall sell, assign or transfer any right, title or interest in said premises, or any portion thereof, will not be written consent of the holder of the contract secured hereby, holder shall have the right at holder's option, to declare all unpaid indebtedness secured by this mortgage to be immediately due and payable, anything in said contract or this mortgage to the contrary notwithstanding.

ASSIGNMENT

FOR VALUABLE CONSIDERATION, Mortgagee hereby sells, assigns and transfers the within mortgage to \_\_\_\_\_

Date \_\_\_\_\_ Mortgagee \_\_\_\_\_

By \_\_\_\_\_

FOR RECORDERS INDEX PURPOSES INSERT STREET ADDRESS OF ABOVE DESCRIBED PROPERTY HERE