- 13 JUL 21 PH 12: 00		IOR MORTGA	CUL		•	
		40/			Sourounis	
HIS MORTGAGE made this <u>13t</u> relnafter referred to as "Mortgagor	") and FIRST BANK OF SCHAU		93 between GC banking corporation			
iaumburg, Illinois (hereinafter referr /HEREAS, Mortgagor is indebted to		mot Twent	y_five thousa	and and	no/100ths*	r#
lars (\$_25,000.00), which indobtedness	Is evidenced by Me	ortgagor's Note dated	July	.3	
93. (hereinalter referred to as the OW, THEREFORE, Mortgagor, to sell other sums with interest thereon accommons of the Mortgagor herein constitution of the Mortgagor herein constitution.)	cure the payment of the Note with dvanced in accordance herewith t stained the Mortgagor does hereb	interest thereon, ar o protect the securi	ry renewals, extension ty of this Mortgage, ar	rs, modificat ad the perfor	mance of the conv	venants and
ited in the County ofCook	State of Illinois:					から
	SEE EXHIBIT "A" ATTACHED	HERETO AND MAD	DE A PART HEREOF			
hich real estate has the address of .	1365 Candlewood L	n., Hoffman	Estates, IL	60195		
o "Premises."	· · · · · · · · · · · · · · · · · · ·	, and	which, with the prope	erty herein de	escribed, is referre	ed to herein
OGETHER with all the improvements eral, oil and gas rights and profits, tions thereto, shall be deemed to be a shold estate if this Mortrage is on a	water rights, and all fixtures now and remain a part of the property c leasehold) are herein referred to	or hereafter attact overed by this Mort as the "Premises."	ned to the property, a gage and all of the for	all of which agoing toget	including replace her with said prop	ements and perty (or the
ortgagor convenants "at i fortgagor Premises is unencumberou and the harations, easements or resultations nises.	Mortgagor will warrant and defend	generally the title	to the Premises again	st all claims	and demands, sub	plect to any
%	IT IS FURTHER	UNDERSTOOD TH	HAT:		N. 4	. • 1
1. Mortgagor shall promptly pay vi	b to the the original of and inters	est on the indebted	use suidenced by the	Note and in	n chargas es ara	ulded in the
, and the principal of and interest of	n any 'uture advances secured by	this Mortgage.	ions ovidented by the	140/10, Brid Id	is charges as pro-	VICOU III III
. In addition, the Mortgagor shall.	or (challed any improvement now					
taxes and charges against the pro- charges to be applied thereto pro- with the original or duplicate recei- this requirement.	vided said payments are actually pts therefore, and r it such items or	made under the for dended against said	ms of said Note), and property shall be cor	to furnish th clusively dec	e Mortgagee, upo emed valid for the	on request, purpose of
such other hazards, as the Mortga of monies sufficient either to pay through such agents or brokers foreclosure, until expiration of the kept by the Mortgagee and shall coin case of loss under such policies vouchers and releases required o indebtedness horeby secured shalloss, Mortgagor shall give prompt Mortgagor. All renewal policies a Mortgage shall receive 10 days in sole discretion, be applied to the secured shall receive the	the cost of replacing or r pai inclend in such form as shall be such period of redemption; such found in a clause satisfactory to the state of the Mortgagee is authorized to a finite by the insurance companied in the state of the Mortgagor from a notice to the insurance carrier annual be delivered at least 10 day notice prior to cancellation. Notwireduction of any indebtedness se	insured against und y the same or to pay isfactory to the Mo rance policies, inclu- morrogage making ac ust, rollect and c is application by the na	ler policies providing in full the indebted: rtgagee, until said in iding additional and r them payable to the N compromise, in its dis e Mortgagee of any c ayments until the ind the Mortgagee may mance shall expire. A fa to the contrary, all lage (whether or not	for payment in the same secured adebtness is enewal policionte and policion sign of the proceed bettedness is the proof of all policies and surance proton due and then due and the payment and then due and the secure and the secone and the secure and the secure and the secure and the secure	by the insurance of the reby, in such of the reby, in such of the reby paid, or in it is a shall be delive. Its interest may a , upon demand, a ds of such insure a paid in full. In the cost if not made puall provide furth oceeds may, at M I payable).	companies companies he case of ered to and ppear, and difference to the event of a romptly by er that the ortgagee's
	nable time any buildings or impro					-
fire or other casualty so as to be of the insurance proceeds are made a with satisfactory evidence of the er sworn statements and other evide represented by completed and in the work shall exceed ninety percoproceeds remaining in the hands of the cost of rebuilding, repairing or approve plans and specifications of payment of such costs of building paid to any party entitled thereto.	available for rebuilding and restors stimated cost of completion there ince of cost and payment so that place work and that said work is fr eart (90%) of the value of the wur f the disbursing party shall be at le restoring the buildings and impro if such work before such work sha or restoring shall at the option of	ally the same chars, action, such proceed of and with architec the disbursing parties and clear of medic k performed from the statisticient to pay one commenced. A performenced. A performenced. A performenced. A	Lier as prior to such dis shar be, tisbursed uits of tillicates, waiver y can refill that the a cancelling limit to the cost of John limit to the co	amage or desponthe disbiss of lien, con impounts disbispayment printings the urelion of the words 550,000.	ifruction. In any dursing party being tractors and subc ursed from time to or to the final con- olisbursed balant ork free and clear by, then the Mortg ild insurance prod ild insurance prod ild insurance prod in the mortg in the mortg ild insurance prod in the mortg in the mortg ild insurance prod in the mortg in the mortg in the mortg ild insurance prod in the mortg	ase, where plumished ontractors to time are upletion of ce of such oftiens, if pagee shall ceeds after
 Keep said Premises in go subordinated to the flen hereof. 	ood condition and repair without	waste and free fro	m any mechanics or	other non ar	claim of lien not	expressly
(g) Not suffer or permit any u	nlawful use of or any nuisance to	exist on said Premis	es nor to diminish nor	impaciisv	un by eny act or o	mission to
	nents of law or municipal ordinan	•			***********	K Souroun
(i) Comply with all terms and on as Mortgagor in favor of	conditions of that certain Mortgage		7 18		in Georgia Sc	
Recorder ofCOOK	County, Illinois on	-322	, as Mortgagee, which , 19 <u>86</u> as docu	Mortgage wa ment no	s recurred in the o 36–309,336	
. Any sale, conveyance or transfer of beneficial interest in any trust holding to which the holder constitute a concert by sald Note to be immediately	of any right, title or interest in the P ng title to the Premises without th default hereunder on account of v	which the holder of t	on thereof or any sale oval of the Mortgages he Note secured here	, transfer or a shall consti by may decl	tute it delauit ner are the entire indi	

4. In the case of a failure to perform any of the covenants herein, or if any action or proceeding is commenced which materially affects the Mortgagee's interest in the property, including, but not limited to eminent domain, insolvency, code enforcement, or arrangements or proceedings involving a bankrupt or decedent, the Mortgagee may do on the Mortgager's behalf everything so covenanted; the Mortgagee may also do any act it may deem necessary to protect the lien hereof; and the Mortgager will repay upon demand any monies paid or disbursed, including reasonable attorneys' fees and expenses, by the Mortgagee for any of the above purposes and such monies together with interest thereon at the highest rate for which it is then lawful to contract shall become so much additional indebtedness hereby secured and may be included in any decree foreclosing this mortgage and be paid out of the rents or proceeds of sale of said Premises If not otherwise paid. It shall not be obligatory upon the Mortgagee to inquire into the validity of any lien, encumbrance, or claim in advancing monies as above authorized, but nothing herein contained shall be construed as requiring the Mortgagee to advance any monies for any purpose nor to do any act hereunder; and the Mortgagee shall not incur any personal liability because of anything she may do or omit to do hereunder nor shall any acts of the Mortgagee.

5. It is the intent hereof to secure payment of the Note whether the entire amount shall have been advanced to the Mortgagor at the date hereof or at a later date, or having been advanced, shall have been repaid in part and further advances made at a later date, which advances shall in no event operate to make the principal sum of the indebtedness greater than the original principal amount plus any amount or amounts that may be added to the mortgage indebtedness under the terms of this Mortgage for the purpose of protecting the security.

6. Time is at the essence hereof, and if default be made in performance of any covenant herein contained or contained in the Note or in making any payment under said Note or obligation or any extension or renewal thereof, or if proceedings be instituted to enforce any other lien or charge upon any of the Premises, or upon the filling of a proceeding in hankruptcy by or against the Mortgagor, or the Mortgagor shall make an assignment for the benefit of his creditors or this property be placed under control of or in custody of any court or officer of the government, or if the Mortgagor abandons the Freunses, or finish to pay when due any charge or assessment (whether for insurance premiums, maintenance, taxes, capital improvements, purchase of another unit, or otherwise) imposed by any condominium, townhouse, cooperative or similar owners' group, then and in any of said events, the Mortgagee is hereby authorized and empowered, at its option, and without affecting the lien hereby created or the priority of said lien or any right of the Mortgagee hereunder, to declare, without notice all sums secured hereby immediately due and payable, whether or not such default be remedied by Mortgagor, and apply toward the payment of said mortgage indebtedness any monies of the Mortgagor held by the Mortgagee, and the said Mortgagee may also immediately proceed to foreclose this Mortgage, and in any foreclosure a sale may be made of the Premises enmasse without the offering of the several parts separately.

- 7. Upon the commencement of a process and productions and process and productions are producted by the process and productions are producted by the production of the process and productions are producted by the production of the process and productions are producted by the production of the process and productions are producted by the production of the process and productions are producted by the production of the process and productions are producted by the production of the process and productions are producted by the production of the process and productions are producted by the production of the process and productions are producted by the production of the process and productions are producted by the production of the process and productions are producted by the production of the process and productions are producted by the production of the process and productions are producted by the production of the process and productions are producted by the production of the process and productions are producted by the production of the pr
- Extension of the time for payment or modification or amortization of the sums secured by this Mortgage granted by the Mortgagee to any successor in interest of Mortgagor shall not operate to release in any manner the liability of the original Mortgagor and Mortgagor's successor in interest. Mortgagee shall not be required to commence proceedings against such successor or refuse to extend time for payment or otherwise modify amortization of the sum secured by this Mortgage by reason of any demand made by the original Mortgagor and Mortgagor's successor in interest.
- Any forebearance by the Mortgagee in exercising any right or remedy hereunder or otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of any such right or remedy. The procurement of insurance or the payment of taxes or other liens or charges by the Mortgagee shall not be a waiver of the Mortgagee's right to accelerate the indebtedness secured by this Mortgage.
- 10. All remedies provided in this Mortgage are distinct and cumulative to any other right or remedy under this Mortgage or afforded by law or equity and may be exercised concurrently, independently or successively.
- 11. The covene is a intained herein shall bind and the rights hereunder shall inure to, the respective successors and assigns of the Mortgagee and Mortgagor subject to the provisions of paragraph 3 hereof. All covenants and agreements of Mortgagor shall be joint and several.
- 12. Except to the easter; any notice shall be required under applicable law to be given in another manner, any notice to Morigagor shall be given by mailing such notice by cer fier mail addressed to Morigagor at 135 Carollewood In., Hoffman Estates, IL 60195 or at such other address as Mortgagor may designate Y_i or lice to the Mortgagee as provided herein and any notice to the Mortgagee shall be given by certified mail, return receipt requested to the Mortgagee's adorc, s_i taled herein or to such other address as the Mortgagee may designate by notice to Mortgagor as provided herein. Any notice provided for in this Mortgage, s_i is the deemed to have been given to Mortgagor or the Mortgagee when given in the manner designated herein.
- 13. Upon payment of all sums secure uny this Mortgage, the Mortgagee shall release this Mortgage without charge to Mortgagor. Mortgagor shall pay all costs of recordations of any documenta for necessary to release this Mortgage.
- Mortgagor assigns to the Mortgages and authorizes the Mortgages to negotiate for and collect any award for condemnation of all or any part of the
- Premises. The Mortgagee may, in its discretion in poly any such award to amounts due hereunder, or for restoration of the Premises.

 15. Mortgager shall not and will not apply to or avail itself of any appraisement, valuation stay, extension or exemption laws, or any so-called "moratorium laws," now existing or hereafter enacted, in order to prevent or hinder the enforcement or forectosure of this Mortgage, but hereby waives the benefit of such laws.
 - 16. Mortgages shall have the right to inspect the Premises at all reasonable times and access thereto shall be permitted for that purpose
- 17. Mortgagor will at all times deliver to the Mortgage of plicate originals or certified copies of all leases, agreements and documents relating to the Premises and shall permit access by the Mortgagee to its body and records, insurance policies and other papers for examination and making copies and extracts thereof. The Mortgagee, its agents and designees shall be the right to inspect the Premises at all reasonable times and access thereto shall be permitted for that purpose
- 18. Mortgagee in making any payment hereby authorized: (a) relating to taxes and assessments, may do so according to any bill, statement or estimate produced 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, forefeiture, tax lien or title or claim thereof; or (b) for the purchase, discharge, compromise or settlement of any other prior lien, may do so without inquiry as to the validity or amount of any claim for lien which may be asserted.
- 19. No construction shall be commenced upon the land hereinbefore of spribed or upon any adjoining land at any time owned or controlled by Mortgagor or by other business entities related to Mortgagor, unless the plans and specifications for such construction shall have been submitted to and approved in writing by Mortgager to the end that such construction shall not, to the reasonable judgment of the Mortgagee, entail prejudice to the loan evidenced by the Note and this Mortgage.
- 20. The Mortgagor will pay all utility charges incurred in connection with the premises and all improvements thereof and maintain all utility services now or hereafter available for use at the premises
- 21. If the Premises are now or hereafter located in an area which has been identified by the Cocretary of Housing and Urban Development as a flood hazard area and in which flood insurance has been made available under the National Flood Ir surar ce Act of 1968 ("the Act"), the Microgagor will keep the Premises covered for the term of the Note by flood insurance up the maximum limit of coverage available under the Act.
- 86-309,336 as document no. . An event of default under the terms of the aforesaid Mortg.ige or under any mortgage subordinate hereto shall be an event of default hereunder.
- 23. This Mortgage shall be governed by the law of the State of Illinois. In the eventione or more of the provisions contained in this Mortgage shall be prohibited or invalid under applicable law, such provision shall be ineffective only to the extent of such prohibition or it validity, without invalidating the remainder of such provision or the remaining provisions of this Mortgage.
- 24. In the event of a deficiency upon a sale of the Premises pledged hereunder by Mortgagee, then the Mortgagor shall forthwith pay such deficiency including all expenses and fees which may be incurred by the holder of the Note secured by this Mortgage in enforcing any of the terms and provisions of this Mortgage.
- 25. All provisions hereof shall inure to and bind the respective heirs, executors, administrators, successors, vendees and asserts of the parties hereto, and the word "Mortgagor" shall include all persons claiming under of through Mortgagor and all person liable for the payment of tir in the elections of any part thereof, whether or not such persons shall have executed the Note or this Mortgage. Wherever used, the singular number shall include the plural, the singular, and the use of any gender shall be applicable to all genders.

Vasilios K Sourounis	Georgia Sourounis
Yazeline Some	Vasilier Sourcein outrag ~
STATE OF ILLINOIS)	
COUNTY OF COUNTY OF	Fort FOE Cicorgia Socrouncy VS
i, the undersigned	, a Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY unis Attorney in, who are personally known to me to be the same persons whose names
THAT Vasilios K Sourounis & Vasilios Sourc	ris Attorney in, who are personally known to me to be the same persons whose names
their own free and voluntary act and as the free and volunt	me this day, in person, and acknowledged that they signed and delivered the said instrument as ry act of said Bank as Trustee as aforesaid, for the uses and purposes therein set forth.
GIVEN under my hand and notarial seal this 13th	day ofJuly1993
	~ 0 / $\rho \sim 0$
OFFICIAL SEAL "	

w. NOTARY PUBLIC, STATE OF ILLINOIS MY COMMISSION EXPIRES 8/20/94

NOTARY PUBLIC

UNOFFICIAL COPY

EXHIBIT A

LOT 7 IN BLOCK 2 IN HOFFMAN HILLS UNIT NUMBER 4, BEING A SUBDIVISION OF PART OF THE NORTHEAST 1/4 OF SECTION 17, TOWNSHIP 41 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

COMMON ADDPESS: 1365 CANDLEWCOD LN

HOFFMAN ESTATES, IL 60195

PIN#: 07-17-209-009

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