

UNOFFICIAL COPY

MORTGAGE (ILLINOIS)

93-4042

THIS INDENTURE, made AUGUST 11TH 1993, between
JAMES E. TURK AND CYNTHIA A. TURK, HIS WIFE, AS
JOINT TENANTS

1020 HASSELL RD., HOFFMAN ESTATES, ILLINOIS 60195
(NO. AND STREET) (CITY) (STATE)

herein referred to as "Mortgagors", and

FLEET FINANCE, INC.

2311 W. 22ND STREET, SUITE 114, OAKBROOK, IL 60521
(NO. AND STREET) (CITY) (STATE)

herein referred to as "Mortgagee," witnesseth:

93674669

Above Space For Recorder's Use Only

THAT WHEREAS the Mortgagors are justly indebted to the Mortgagee upon the installment note of even date herewith, in the principal sum of THIRTY THOUSAND FIVE HUNDRED DOLLARS AND NO/100 DOLLARS (\$ 30,500.00), 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 and IN installments as provided in said note, with a final payment of the balance due on the 16TH day of AUGUST 2008 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 office of the Mortgagee at FLEET FINANCE, INC. 2311 W. 22ND STREET, SUITE 114, OAKBROOK, ILLINOIS 60521

NOW, THEREFORE, the Mortgagors 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 hand paid, the receipt whereof is hereby acknowledged, 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 CITY OF HOFFMAN ESTATES, COUNTY OF COOK AND STATE OF ILLINOIS, to wit:

LOT 14 IN BLOCK 234 IN THE HIGHLANDS WEST AT HOFFMAN ESTATES XXX, BEING A SUBDIVISION OF PART OF THE WEST 1/2 OF FRACTIONAL SECTION 4, TOWNSHIP 41 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN THE VILLAGE OF HOFFMAN ESTATES, SCHAUMBURG TOWNSHIP, RECORDED ON FEBRUARY 10, 1969, AS DOCUMENT NO. 20752799 IN THE OFFICE OF THE RECORDER OF DEEDS IN COOK COUNTY, ILLINOIS.

COMMONLY KNOWN AS: 1020 HASSELL RD., HOFFMAN ESTATES, IL DEPT-01 RECORDINGS \$23.50
PIN# 36-15-284-021 TAB011 TRAN 8519 08/25/93 13:14:00
18-88-808-008 07-04-102-014 \$7339 *93-674669
COOK COUNTY RECORDER

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 such times as Mortgagors 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, inador beds, awnings, stoves and water heaters. All of the foregoing are declared to be a 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 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: JAMES E. TURK AND CYNTHIA A. TURK, HIS WIFE, AS JOINT TENANTS
This mortgage consist 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 or assigns.

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

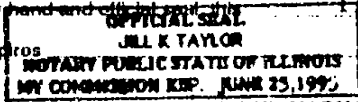
PLEASE PRINT OF TYPE NAME(S) BELOW SIGNATURE(S)

JAMES E. TURK (Seal) CYNTHIA A. TURK (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 JAMES E. TURK AND CYNTHIA A. TURK, HIS WIFE, AS JOINT TENANTS personally known to me to be the same person, S whose name S subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that T hey signed, sealed and delivered the said instrument as 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 11TH day of AUGUST 19 93
Commission expires 19 94

Jill K Taylor Notary Public



This instrument was prepared by SUSANNE MARVIL/ 2311 W. 22ND STREET, SUITE 114, OAKBROOK, IL 60521 (NAME AND ADDRESS)
FLEET FINANCE, INC./ 2311 W. 22ND STREET, SUITE 114 (NAME AND ADDRESS)
OAKBROOK, ILLINOIS 60521 (CITY) (STATE) (ZIP CODE)



OR RECORDER'S OFFICE BOX NO. _____ ILL. MTG. REV. 3-92 CONTROL NO. 90714005 KLF #36

93674669

19 Mortgagee herein represents and warrants that the property has not in the past and is not presently used for hazardous waste storage and... and assigns of Mortgagee

18 The Mortgagee and all provisions hereof, shall extend to and be binding upon Mortgagee and all persons liable for the payment of such mortgage...

17 Mortgagee shall release this mortgage and then thereon by proper instrument upon payment and discharge of all indebtedness secured hereby...

16 If the payment of said indebtedness of any part thereof is extended or waived or if any part of the security provided by the Mortgagee, notwithstanding...

15 The Mortgagee shall periodically deposit with the Mortgagee a sum of money as the Mortgagee may from time to time require for payment of taxes and...

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

13 No action for the enforcement of the lien or any protection hereof shall be subject to any defense which would not be good and available...

12 Upon or at any time after the filing of a complaint to foreclose this mortgage, the court in which such complaint is filed may appoint a receiver...

11 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...

10 When the indebtedness hereby secured shall become due and payable, the Mortgagee shall have the right to foreclose the lien hereon...

9 Mortgagee shall pay each item of indebtedness, for the amount thereof, when due according to the terms hereof, when due according to the terms hereof...

8 The Mortgagee making any payment hereby authorized relating to taxes or assessments or estimates or statements or appraisals or appraisals or estimates...

7 In case of default, the Mortgagee may, but need not, make any payment or perform any act hereunder to the benefit of Mortgagee, in any...

6 Mortgagee shall keep all buildings and improvements now or hereafter situated on said premises insured against loss or damage by fire, lightning...

5 At such time as the Mortgagee are not on default under the terms of the note secured hereby or under the terms of this mortgage, the...

4 If, by the laws of the United States or of any state, having jurisdiction on the premises, any tax be due or becomes due in respect...

3 In the event of the enactment after this date of any law of Illinois reducing from the value of land for the purpose of taxation any lien hereon...

2 Mortgagee shall pay before any penalty attaches all general taxes, and shall pay special taxes, special assessments, water charges, sewer...

1 Mortgagee shall (1) promptly repair, restore or rebuild any buildings or improvements now or hereafter on the premises which may become...

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