

any such payments be disputed... (The Mortgages) and First of America Bank, Kanakee County, Illinois, as assignor, shall, as between the parties hereto and their successors in interest, be deemed to have been assigned to the lender named herein.

to keep said buildings and any other improvements thereon in good repair and condition to pay promptly when due all taxes and assessments, as aforesaid, or to remove any statutory liens on the premises or to keep the buildings, the equipment and improvements insured, as aforesaid, and deliver the policy or policies of insurance, or the proceeds thereof to the lender named herein.

to pay the sum of money mentioned in the Note, and the interest thereon, and to also pay or cause to be paid, the indebtedness of principal and interest as provided in the Note, and to also pay or cause to be paid, the indebtedness of principal and interest as provided in the Note, and to also pay or cause to be paid, the indebtedness of principal and interest as provided in the Note.

to pay the sum of money mentioned in the Note, and the interest thereon, and to also pay or cause to be paid, the indebtedness of principal and interest as provided in the Note, and to also pay or cause to be paid, the indebtedness of principal and interest as provided in the Note.

to pay the sum of money mentioned in the Note, and the interest thereon, and to also pay or cause to be paid, the indebtedness of principal and interest as provided in the Note, and to also pay or cause to be paid, the indebtedness of principal and interest as provided in the Note.

to pay the sum of money mentioned in the Note, and the interest thereon, and to also pay or cause to be paid, the indebtedness of principal and interest as provided in the Note, and to also pay or cause to be paid, the indebtedness of principal and interest as provided in the Note.

to pay the sum of money mentioned in the Note, and the interest thereon, and to also pay or cause to be paid, the indebtedness of principal and interest as provided in the Note, and to also pay or cause to be paid, the indebtedness of principal and interest as provided in the Note.

to pay the sum of money mentioned in the Note, and the interest thereon, and to also pay or cause to be paid, the indebtedness of principal and interest as provided in the Note, and to also pay or cause to be paid, the indebtedness of principal and interest as provided in the Note.

to pay the sum of money mentioned in the Note, and the interest thereon, and to also pay or cause to be paid, the indebtedness of principal and interest as provided in the Note, and to also pay or cause to be paid, the indebtedness of principal and interest as provided in the Note.

to pay the sum of money mentioned in the Note, and the interest thereon, and to also pay or cause to be paid, the indebtedness of principal and interest as provided in the Note, and to also pay or cause to be paid, the indebtedness of principal and interest as provided in the Note.

Handwritten initials and numbers: 25, 25

93358346

93358346

Stamp area containing recording information: DEPT. OF RECORDS, CHRY. COUNTY RECORDER, 14222 FROM DATE 05/12/93 14:53:00, \$411.00, 73-358346

Mortgage document header and borrower information: REAL ESTATE MORTGAGE, Made April 19th 1993, Eugene H. Filippo & Therese F. Filippo, Husband & Wife, One Dearborn Square, Kanakee, National Association, Kanakee County, Illinois, Cook, Oak Forest

UNOFFICIAL COPY

Commercial Loan Department
Attn: Mark Stevens
Kankakee, Illinois 60901
One Dearborn Square
First of America Bank
Kankakee County, N.A.



Commercial Loan Department
Kankakee, Illinois 60901
One Dearborn Square
First of America Bank
Kankakee County, N.A.

NOTARY PUBLIC
LORIE A. SUNDAY
NOTARY PUBLIC, STATE OF ILLINOIS
My Commission Expires 11-19-96

THIS DOCUMENT DRAFTED BY

My Commission Expires 11-19-96
County Illinois

Lorie A. Sunday
Notary Public

Individual _____
Partnership _____
Corporation _____
to me known to be the person(s) described in and who executed the foregoing instrument and (separately) acknowledged to me that he/she/they executed the same
to me known to be a partner in the partnership described in and he/she/they which executed the foregoing instrument and acknowledged to me
that such partnership executed the same
to me known to be an officer in the corporation described in and he/she/they which executed the foregoing instrument and acknowledged to me
that such corporation executed the same

On this 19th day of April 1993 before me personally appeared Eugene H. Filippio & Therese F. Filippio
COUNTY OF DeKalb
STATE OF ILLINOIS
() ss
()

Mortgagee Eugene H. Filippio & Therese F. Filippio
X *Eugene H. Filippio*
X *Therese F. Filippio*

IN WITNESS WHEREOF, Mortgagee has executed this Mortgage the day and year first above written

- 28 Mortgagee at the request of the Mortgagee shall cause the Premises to be appraised or re appraised to determine its value. The Mortgagee shall pay all costs and fees of such appraisals or re-appraisals
- 29 If the Mortgagee shall incur or expend any sums, including reasonable attorney's fees, whether in connection with any action or proceeding or not to sustain the lien of this Mortgage or its priority, or to protect or enforce any of its rights hereunder, or to recover any indebtedness hereby secured, or for any title examination or title policy relating to the Premises, or for any appraisal or re appraisal of the Premises, all such sums shall on notice and demand be paid by the Mortgagee and evidenced by the Note at the default rate described in the Note and shall be a lien of this Mortgage, and shall be deemed to be secured by this Mortgage and evidenced by the Note.
- 30 The rights of the Mortgagee arising under the clauses and covenants contained in this mortgage shall be separate, distinct and curative and none of them shall be in exclusion or otherwise to the contrary notwithstanding.
- 31 This mortgage can not be changed except by agreement in writing signed by the party against whom enforcement of the change is sought.
- 32 If any provision of this mortgage shall be prohibited or unenforceable by any application of law, the provision shall be ineffective only to the extent and for the duration of such prohibition or unenforceability, and the unenforceability or prohibition thereof shall not invalidate any of the remaining provisions hereof.
- 33 Nothing contained in this Mortgage in any exhibit attached hereto or any agreement given pursuant hereto shall be deemed or construed as creating any relationship other than that of Mortgagee and Mortgagee. There is no partnership or joint venture between the Mortgagee and Mortgagee, or between Mortgagee and any other person and the Mortgagee is not responsible in any way for the debts or obligations of the Mortgagee or any other person. Nothing in this Agreement or its attachments makes the Mortgagee a guarantor for the Mortgagee to the Mortgagee.
- 34 Any appraisal of the Mortgagee's property or evaluation of the potential probability of the enterprise to be engaged in by the Mortgagee in connection with the extension of credit from the Mortgagee to the Mortgagee are for the sole benefit of the Mortgagee and do not constitute a representation of the likelihood of profitability of such enterprises by the Mortgagee to the Mortgagee.
- 35 This mortgage shall be governed by Illinois law.
- 36 The pronouns and relative words herein used shall be read as if written in the singular, plural, feminine or neuter forms, as to appropriately refer to the party or parties designated.
- 37 Additional Provisions (if this section is left blank, there are no additional provisions)

93316346

UNOFFICIAL COPY

FIRST AMERICA

0066813 Exhibit A To Real Estate Mortgage (ILLINOIS) 0591

93258346

Property of Cook County Clerk's Office

Commonly known as: 6304 West 157th Place; Oak Forest, Illinois 60452

LOT 30 IN DUVAN'S COUNTRY RIDGE, UNIT ONE, OF PART OF THE SOUTHWEST 1/4 OF SECTION 17, TOWNSHIP 36 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS; RECORDED IN THE RECORDER'S OFFICE OF COOK COUNTY, ILLINOIS, OCTOBER 12, 1978 AS DOCUMENT 24668086 AND FILED IN THE OFFICE OF THE REGISTRAR OF TITLES OF COOK COUNTY, ILLINOIS, OCTOBER 12, 1978 AS DOCUMENT 3052176, IN COOK COUNTY, ILLINOIS.

Tax Identification Number: 28-17-316-030

Description of Real Estate

EXHIBIT A
TO
REAL ESTATE MORTGAGE

UNOFFICIAL COPY

Property of Cook County Clerk's Office

93358346