

UNOFFICIAL COPY

FORM 101
OF 11-13

MORTGAGE

THIS INDENTURE WITNESSETH, THAT THE MORTGAGOR Gerald J. Carli and Diane R. Carli, his wife of the Village of Lansing in the County of Cook and State of Illinois

MORTGAGE AND WARRANT to

FIRST NATIONAL BANK OF ILLINOIS, LANSING, ILLINOIS

a National Banking Association organized and existing under the laws of the United States of America, County of Cook and State of Illinois to secure the payment of A certain promissory note executed by them bearing even date herewith, payable to the

order of the FIRST NATIONAL BANK OF ILLINOIS, LANSING, ILLINOIS, in the Principal sum of Fifty Four Thousand Six Hundred and NO/100 \$54,600.00

Dollars and interest on the balance of principal remaining from time to time unpaid at the rate 8.75 per cent per annum in installments as follows: Five Hundred Forty Five and 70/100

(\$545.70) Dollars on the 1st

day of November, 19 94, and Five Hundred Forty Five and 70/100

(\$545.70) Dollars on the 1st day of each month thereafter until this note is fully paid except that

the final payment of principal and interest, if not sooner paid, shall be due on the 1st day of October, 2009

~~XXX~~ All such payments on account of the indebtedness evidenced by this note shall be first applied to interest on the unpaid principal balance and the remainder to principal, the following described real estate to wit:

Unit No. 4 in Tower Condominium as delineated on a survey of the following described real estate: Lots 78 through 92 in Oak Glen Addition to Thornton, being that part of the West 1/2 of the North East 1/4 of the North West 1/4 of Section 36, Township 36 North, Range 14 East of the Third Principal Meridian, lying North of Thornton Lansing Road in Cook County Illinois, which survey is attached as Exhibit "A" to the Declaration of Condominium recorded August 30, 1994 as Document 94-760155, together with its undivided percentage interest in the common elements.
P.I.N. 29-36-101-037
17854 Chappel Avenue, Lansing, Illinois 60438

Mortgagor also hereby grants to the mortgagee its successors and assigns, as rights and easements appurtenant to the above described real estate, the rights and easements for the benefit of said property set forth in the declaration of condominium aforesaid. This mortgage is subject to all rights, easements, covenants, conditions, restrictions and reservations contained in said declaration, the same as though the provisions of said declaration were recited and stipulated at length herein.

situated in the County of Cook in the State of Illinois, hereby releasing and waiving all rights under and by virtue of the Homestead Exemption Laws of the State of Illinois, and all right to retain possession of said premises after any default in payment or breach of any of the covenants or agreements herein contained.

AND IT IS EXPRESSLY PROVIDED AND AGREED, that if default be made in the payment of the said promissory note, or of any part thereof, or the interest thereon, or any part thereof, at the time and in the manner above specified for the payment thereof or in case of waste or non-payment of taxes or assessments on said premises, or of a breach of any of the covenants or agreements herein contained, then and in such case the whole of said principal sum and interest,

secured by the said promissory note in this mortgage mentioned, shall thereupon, at the option of said mortgagee

its heirs, executors, administrators, attorneys or assigns, become immediately due and payable. And this

mortgage may be immediately foreclosed to pay the same by said mortgagee its heirs, executors,

administrators, attorneys, or assigns. And it shall be lawful for the said mortgagee its heirs, executors, administrators, attorneys or assigns, to enter into and upon the premises hereby granted, or any part thereof, and to receive and collect all rents, issues and profits thereof. The mortgagee may collect a "Late Charge" not to exceed four cents (4%) for each dollar (\$1.00) for each payment more than fifteen (15) days in arrears, to cover the extra expense involved in handling delinquent payments.

Prepared by: First National Bank of Illinois, 3256 Ridge Road

Mail To: Lansing, Ill 60438

BOX 251

70-77-13-1013

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AS TO THE MORTGAGE... the Mortgagee shall... the holder of the Note may apply any and all moneys then on deposit on account of the indebtedness...

IT IS FURTHER UNDERSTOOD AND AGREED THAT: Mortgagee shall promptly repair, restore, reconstruct, or improve or improvements now or hereafter on the premises, which may have been damaged or destroyed...

The Holders of the Note may elect to accelerate as provided in the Note in the event of this breach of this obligation...

UPON THE FILING OF ANY RULE 13 foreclosure this mortgage in any Court having jurisdiction thereof, such Court may appoint any proper person receiver, with power to collect the rents, issues and profits arising out of said premises...

DATED, this 6th day of October, A.D. 19 94

Gerald J. Carli (SEAL)
Diane R. Carli (SEAL)

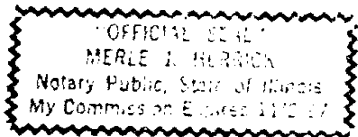
STATE of Illinois
COUNTY of Cook

I, the undersigned, is Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY, that Gerald J. Carli and Diana R. Carli, his wife

personally known to me to be the same person... appeared before me this day in person, and acknowledged that the Y, signed, sealed and delivered the said instrument as their free and voluntary act...

GIVEN under my hand and notarial seal, this 6th day of October

A.D. 19 94



Signature of Notary Public

94872799

Real Estate Mortgage

TO THE FIRST NATIONAL BANK OF ILLINOIS LANSING, ILLINOIS

94872799