# MORTINGE LINUHOIS FORM NO. 103 For Use With Note Form No. 1447

COPY 4 SACESTOLA

AUTION: Consult a lawyer before using or soling under this form. Neither the publisher nor the selber of this form

Character of the Parish Straight Security of the Straight Security		a distribution of the second	27.50
THIS INDENTURE.	made October 1, 19 93, between lia, individually and James V. Insolia as Trustee	DEPT-01 RECORDING	271,00
65 the Gia T. Insolia Trust dated December 27, 1985		. T#5555 TRAN 5440 03/30/94 13:17:00	
730 W. Algonquir	Road; Des Plaines, IL	#8152 \$ JJ #-94-2856	14
(NO. AN herein referred to as "			
	a, individually	04005644	
730 W. Algonqui	n Road; Des Plaines, IL	94285614	
herein referred to as "	Morigagee," witnesseth:	Above Space For Recorder's Use Only	
THAT WHERE,  FIVE HUND!  (S.—575,000; ( sum and interest at the  to 2, and all of said;  of such appointment,	AS the Mortgagors are justly indebted to the Mortgagee upon the imprecion of the Nortgagee upon the imprecion of the STVENTY FIVE THOUSAND AND OT 1 (1900), psyable to the order of and delivered to the Mortgagee, in uncertainty in installments as provided in said note, swith a final payment corincipal and incertainty east are made physiological such place as the holders of the then at the office of the Mortgagee at 730 M. Algonquin Road;	by which notes he Mortgagors promise to pay the said principal of the balance due on the .1st day of November note may, from time to time, in writing appoint, and in absence Des. Plaines, IL	
NOW, THEREF and limitations of this consideration of the su Mortgagee, and the M and being in the	ORE, the Mortgagors', secure the payment of the said principal sum of mortgage, and the perfectionnee of the covenants and agreements here in of One Dollar in han, prid, the receipt whereof is hereby acknowledge ortgages's successors and sagns, the following described Real Estate are City of Des Plaines. COUNTY OF Cock	money and said interest in accordance with the terms, provisions in contained, by the Mortgagors to be performed, and also in ed, du by these presents CONVEY AND WARRANT unto the dall of their estate, right, title and interest therein, situate, lyingAND STATE OF ILLINOIS, to wit:	
SEE LEGAL	DESCRIPTION ATTACHED HERETO AND MA	DE A PART HEREOF	
	0-	DE A PART HEREOF	
	94		
• •	$\tau_{\sim}$		٠,
			** * *
(See Rider A atta	ached for additional provisions)	S. T. C.	
which, with the proper	rty hereinafter described, is referred to herein as the "premises,	o e e	
•	08-24-102-027-0009	Χ,	
Permanent Real Estat	e Index Number(s):	s. 15 and	
Address(es) of Real Es	1145 Elmhurst Road Des Plaine Hate: 1165 Elmhurst Road, Des Plaines, II		
long and during all such all apparatus, equipme single units or centrally coverings, inador beds or not, and it is agreed considered as constitut TO HAVE AND herein set forth, free fr the Mortgagors do here	in all improvements, tenements, casements, fixtures, and appurtenances in times as Mortgagors may be entitled thereto (which are pledged primarient or articles now or hereafter therein or thereon used to supply heat, go y controlled), and ventilation, including (without restricting the foregoing, stoves and water heaters. All of the foregoing are declared to that all similar appuratus, equipment or articles hereafter placed in the ing part of the real estate.  TO HOLD the premises unto the Mortgagee, and the Mortgagee's succeon all rights and benefits under and by virtue of the Homestead Exemple by expressly release and waive.	is an conditionin: "ester, light, power, refrigeration (whether ng), screens, which we shades, storm doors and windows, floor he a part of said real es ale whether physically attached thereto premises by Mortgujots or their successors or assigns shall be essons and assigns, forever, for the purposes, and upon the uses don Laws of the State of Ill. noir, which said rights and benefits	
This mortgage con herein by reference and	usists of two pages. The covenants, conditions and provisions appearing d are a part heroof and shall be binding on Mortgagors, their heirs, succe	on page 2 (the reverse side of this is still age) are incorporated	
witness the hand.	and seal. of Mortgagors the day and year first above written. (Seal)	Asola (Scai)	
PLEASE PRINT OR	Gregory C. Insolia	lames V. Insolia as Trustee of the Gia T, Insol	ia
TYPE NAME(S) BELOW	(Seal)	rust dated December 27, 1985 and not personall	y
SIGNATURE(S)	(301)		
State of Illinois, County	y of	I, the undersigned, a Netary Public in and for said County C. Insolia, individually and James V. Insolia, Nia Trust dated December 27, 1996	
IMPRESS	personally known to me to be the same personS whose name	eS. are subscribed to the foregoing instrument,	
SEAL HERE	appeared before me this day in person, and acknowledged that  their free and voluntary act, for the uses and porp		
	right of homestead.	OFFICIAL SEAL "	
Given under my hand a Commission expires	ind official scal, this 3/17 day of October	COMMISSION EXPIRES STITION Notary Public	
This instrument was pro	spared by Francis J. Milligan, Jr., 122 S. Michigan	Ave.: #1220; Chicogo, It 60603	
Mail this instrument to	Linda W. Touny 1225	Michigan # 1220	
See	Chicap. 1- 6060	23 <sup>v</sup>	_
OR DECKER OF THE	(STY)	(STATE) (ZIP CODE)	D .
OR RECORDER'S	FIGE BOX NO.	21	₩
		Jev	V

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THE COVENANTS, CONDITIONS AND PROVISIONS REFERRED TO ON PAGE 1 (THE REVERSE SIDE OF THIS MORTGAGE):

- 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 thereof; (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 the Mortgaget; (4) complete within a reasonable time any 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 the Mortgagee 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. In the event of the enactment after this date of any law of Illinois deducting from the value of land for the purpose of taxation any lien thereon, or imposing upon the Mortgagee the payment of the whole or any part of the taxes or assessments or charges or liens herein required to be paid by Mortgagors, or changing in any way the laws relating to the taxation of mortgages or debts secured by mortgages or the mortgagee's interest in the property, or the manner of collection of taxes, so as to affect this mortgage or the debt secured hereby or the holder thereof, then and in any such event, the Mortgagors, upon demand by the Mortgagee, shall pay such taxes or assessments, or reimburse the Mortgagee therefor; provided, however, that if in the opinion of counsel for the Mortgagee (a) it might be unlawful to require Mortgagors to make such payment or (b) the making of such payment might result in the imposition of interest beyond the maximum amount permitted by law, then and in such event, the Mortgagee may elect, by notice in writing given to the Mortgagors, to declare all of the indebtedness secured hereby to be and become due and payable sixty (60) days from the giving of such notice.
- 4. If, by the laws of the United States of America or of any state having jurisdiction in the premises, any tax is due or becomes due in respect of the issuance of the note hereby secured, the Mortgagors covenant and agree to pay such tax in the manner required by any such law. The Mortgagors runter covenant to hold harmless and agree to indemnify the Mortgagee, and the Mortgagee's successors or assigns, against any liability incurred by reason of the imposition of any tax on the issuance of the note secured hereby.
- 5. At such time as the Nortgagors are not in default either under the terms of the note secured hereby or under the terms of this mortgage, the Mortgagors about have such privilege of making prepayments on the principal of said note (in addition to the required payments) as may be provided it said note.
- 6. Mortgagors shall keep al wildings and improvements now or 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 saine in to pay in full the indebtedness secured hereby, all in companies satisfactory to the Mortgagee, 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 the Mortgagee, and in case of insurance about to expire, shall deliver renewal policies not less than ten days prior to the respective dates of expiration.
- 7. In case of default therein, Mortgagee may, but need not, make any payment or perform any act hereinbefore required of Mortgagors 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, compromize on 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 the purposes herein authorized and all expenses paid or incurred in connection, the with, including attorneys' fees, and any other moneys advanced by Mortgagee to protect the mortgaged premises and the lien hereof, shal be so much additional indebtedness secured hereby and shall become immediately due and payable without notice and with interest thereof, whe highest rate now permitted by Illinois law. Inaction of Mortgagoes shall never be considered as a waiver of any right accruing to the Nortgagee on account of any default hereunder on the part of the Mortgagors.
- 8. The Mortgagee making any payment hereby authorized relating to taxes or assessments, may do so according to any bill, statement or estimate procured from the appropriate public office without inquire 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.
- 9. Mortgagors shall pay each item of indebtedness herein mentioned, both principal and interest, when due according to the terms hereof. At the option of the Mortgage and without notice to Mortgagors all unpaid indebtedness secured by this mortgage shall, notwithstanding anything in the note or in this mortgage to the contrary, become of and payable (a) immediately in the case of default in making payment of any installment of principal or interest on the note, or (b) where default shall occur and continue for three days in the performance of any other agreement of the Mortgagors herein contained.
- 10. When the indebtedness hereby secured shall become due whether by a celeration or otherwise. Mortgagee shall have the right to foreclose the lien hereof. In any suit to foreclose the lien hereof, there shall be allewed 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 for attorneys' fees, appraiser's fees, outlays for documentary and expert evidence, stenographers' charges, publication to its 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 esserches, and examinations, title insurance policies, Torrens certificates, and similar data and assurances with respect to title as it regard may deem to be reasonably necessary either to prosecute such suit or to evidence to bidders at any sale which may be had pursuance to such decree the true condition of the title 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, with interest thereon at the highest rice now permitted by Illinois law, when paid or incurred by Mortgagee in connection with (a) any proceeding, including probate and band implementation of the Mortgage 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 actual or threatened suit or proceeding which might affect the premises or the security hereof.
- 11. The proceeds of any forcelosure 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 forcelosure 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 note, with interest thereon as herein provided; third, all principal and interest remaining unpaid on the note; fourth, my overplus to Mortgagors, their heirs, legal representatives or assigns, as their rights may appear.
- 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 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 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 liands 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.
- 13. No action for the enforcement of the lien or of 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 note hereby secured.
- 14. The Mortgagee shall have the right to inspect the premises at all reasonable times and access thereto shall be permitted for that purpose.
- 15. The Mortgagors shall periodically deposit with the Mortgagee such sums as the Mortgagee may reasonably require for payment of taxes and assessments on the premises. No such deposit shall bear any interest.
- 16. If the payment of said indebtedness or any part thereof be extended or varied or if any part of the security be released, all persons now or at any time hereafter liable therefor, or interested in said premises, shall be held to assent to such extension, variation or release, and their liability and the lien and all provisions hereof shall continue in full force, the right of recourse against all such persons being expressly reserved by the Mortgagee, notwithstanding such extension, variation or release.
- 17. Mortgagee shall release this mortgage and lien thereof by proper instrument upon payment and discharge of all indebtedness secured hereby and payment of a reasonable fee to Mortgagee for the execution of such release.
- 18. This mortgage and all provisions hereof, shall extend to and be binding upon Mortgagors and all persons claiming under or through Mortgagors, and the word "Mortgagors" when used herein shall include all such persons and all persons liable for the payment of the indebtedness or any part thereof, whether or not such persons shall have executed the note or this mortgage. The word "Mortgagee" when used herein shall include the successors and assigns of the Mortgagee named herein and the holder or holders, from time to time, of the note secured hereby.

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#### Exhibit "A"

<u>Due on Sale</u>. In the event of a sale, transfer, mortgage or other disposition of the premises, at the election of the Mortgagee, the principal balance due with accrued interest shall be due and payable.

Trustee's Exculpation. This instrument is executed by James V. Insolia, not personally but as Trustee as aforesaid, in the exercise of the power and authority conferred upon and vested in him as such Trustee (and James V. Insolia as such Trustee hereby warrants that James V. Insolia possesses full power and authority to execute this instrument), and it is expressly understood and agreed that nothing herein contained shall be construed as imposing any liability on James V. Insolia or any beneficiary thereof personally to perform any obligation or covenant either express or implied herein contained, all such liability, if any, being expressly waived by the Mortgagee and by every person now or hereafter claiming any right or benefit hereunder, and that so far as James V. Insolia, and his successors personally are concerned, the Mortgagee and any party claiming by through, or under the Mortgagee shall look solely to the premises hereby encumbered or the rights hereby created for the payment hereof, by the enforcement of the her hereby created in the manner herein or by law sonal. provided or by action to enforce the personal liability of the guarantor, if any.

342500

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THAT PART OF THE SOUTH 34 ACRES OF THE WEST 1/2 OF THE NORTHWEST 1/4 OF SECTION 24. TOWNSHIP 41 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING WEST OF A LINE 250.0 FRET EAST, MEASURED AT RIGHT ANGLES AND PARALLEL WITH THE CENTER LINE OF ILLINOIS STATE ROUTE NO. 83 (EXCEPTING THEREPRON THE MORTH 680.0 PRET, AS MEASURED ON THE EAST AND MIST LINES THEREOF, AND EXCEPT THAT PART THEREOF BOUNDED BY A LINE O) SCRIBED AS FOLLOWS:

BEGINNING AT 182 SOUTHWEST CORNER OF SAID NORTHWEST 1/4; THENCE BAST ON THE SOUTH LINE OF SAID HOKTKADST 1/4, 227.98 FEET; THENCE NORTHERLY ALONG A LINE WHICH FORMS AN ANGLE OF 15 DEGREES 29 MINUTES 40 SECONDS WITH THE PROLONGATION OF THE LAST DESCRIBED COURSE OR A DISTANCE OF 211.31 FEST; THENCH WESTERLY 228.32 PRHT Sh. 29 F. Ochnitic Clerks Office TO A POINT IN THE WEST LINE OF SAID HORTHWEST 1/4, 205.29 FEST MORTH OF THE POINT OF BEGINNING; THENCE SOUTH 205.29 PERT TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

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