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MORTGAGE (ILLINOIS)
For Use With Note Form No. 1447

FORM NO. 103
February 1985

94338419

94285614

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94338419

DEPT-01 RECORDING

\$27.50

189585 TRAK 8440 03/30/94 13:17:00

6152 J.J. *-94-285614

COOK COUNTY RECORDER

94285614

Above Space For Recorder's Use Only

THIS INDENTURE, made October 1, 1993 between
Gregory C. Insolia, individually and James V. Insolia as Trustee
of the Gia T. Insolia Trust dated December 27, 1986

730 W. Algonquin Road; Des Plaines, IL
(NO AND STREET) (CITY) (STATE)

herein referred to as "Mortgagors," and

James V. Insolia, individually

730 W. Algonquin Road; Des Plaines, IL
(NO AND STREET) (CITY) (STATE)

herein referred to as "Mortgagee," witnesseth

THAT WHEREAS the Mortgagors are justly indebted to the Mortgagee upon the installment note of even date herewith, in the principal sum of **FIVE HUNDRED SEVENTY FIVE THOUSAND AND 00/100** DOLLARS (\$ 575,000.00), 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 1st day of November 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 730 W. Algonquin Road; Des Plaines, IL

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 Des Plaines COUNTY OF Cook AND STATE OF ILLINOIS, to wit:

SEE LEGAL DESCRIPTION ATTACHED HERETO AND MADE A PART HEREOF

94338419

DEPT-01 RECORDING

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54470 J.J. *-94-333419

COOK COUNTY RECORDER

(See Rider A attached for additional provisions)

which, with the property hereinafter described, is referred to herein as the "premises,"

08-24-102-027-0000

Permanent Real Estate Index Number(s):

Address(es) of Real Estate: 1165 Elmhurst Road, Des Plaines, IL and
1166 Elmhurst Road, Des Plaines, IL

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, radiator 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.

(GIVE 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 Mortgagors

This mortgage consists of two pages. The covenants, conditions and provisions appearing on page 2 (the reverse side of this page) are incorporated herein by reference and are a part hereof and shall be binding on Mortgagors, their heirs, successors and assigns.

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

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

Gregory C. Insolia

(Seal)

James V. Insolia as Trustee of the Gia T. Insolia

(Seal)

Trust dated December 27, 1986 and not personally

(Seal)

State of Illinois, County of Cook

I, the undersigned, a Notary Public in and for said County

in the State aforesaid, DO HEREBY CERTIFY that Gregory C. Insolia, individually and James V. Insolia, not personally but as Trustee of the Gia T. Insolia Trust dated December 27, 1986

PRESS SEAL HERE

personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that they signed, sealed and delivered the said instrument as their 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 3/17 day of October 1993

Commission expires

1995

Francis J. Milligan, Jr.
NOTARY PUBLIC
MY COMMISSION EXPIRES

Notary Public

This instrument was prepared by Francis J. Milligan, Jr., 122 S. Michigan Ave., #1220, Chicago, IL 60603

Mail this instrument to Linda W. Touhy, 122 S. Michigan Ave., #1220

Chicago, IL 60603
(NAME AND ADDRESS) (CITY) (STATE) (ZIP CODE)

OR RECORDING'S OFFICE INDEX NO. 9 5 5 1 6

(ZIP CODE)

4/13/94 This document is rerecorded to correct incorrect recording sequence.

Vertical stamp: 94338419

Handwritten initials: 275

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5/13/2013 11:19

01-25-2013 11:19

the note secured hereby
when used herein shall include the successors and assigns of the Mortgagee named herein and the holder of the note from time to time, of
through Mortgagee, and the word "Mortgagee" when used herein shall include all such persons and all persons claiming under or
18. This mortgage and all provisions hereof, shall extend to and be binding upon Mortgagee and all persons claiming under or
secured hereby and payment of a reasonable fee to Mortgagee for the execution of such release.
17. Mortgagee shall release this mortgage and lien thereof by proper instrument upon payment and discharge of all indebtedness
being expressly received by the Mortgagee, notwithstanding such extinction, variation or release.
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 per-
sons now or at any time hereafter liable herefor, 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
15. The Mortgagee shall periodically deposit with the Mortgagee such sums as the Mortgagee may reasonably require for pay-
ment of taxes and assessments on the premises. No such deposit shall bear any interest.
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 of any provision hereof shall be subject to any defense which would not be good
and available to the party intervening same in an action at law upon the note hereby created.
12. Upon or at any time after the filing of 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, who out regard to the solvency
or insolvency of Mortgagee 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. Said receiver shall have
power to collect the rents, issues and profits of said premises during the pendency of such foreclosure or sale, as well as during any further times when
Mortgagee, during the full statutory period of redemption, whether there be redemption or not, as well as during any further times when
which may be necessary or are usual in such cases for the protection, possession, control, management and operation of the premises dur-
ing the whole of said period. The Court from time to time may authorize the receiver to apply the net income in his hands in payment of
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.

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 costs and expenses incident to the foreclosure proceedings, including all such items as are mentioned in the preceding para-
graph hereof; second, all other items which under the terms hereof constitute secured indebtedness as mentioned in that evidenced by the
note, with interest thereon as herein provided; third, all principal and interest remaining unpaid on the note, with interest thereon as herein
provided; their heirs, legal representatives or assigns, as their rights may appear.
10. When the indebtedness hereby secured shall become due whether by acceleration or otherwise, Mortgagee shall have the right
to foreclose the lien hereof in any suit to foreclose the lien hereof, there shall be allowed 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, appraisers'
fees, outlays for documentary charges, geographers' charges, examination costs 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 searches, and examinations, title insurance
policies, foreign certificates and similar data and assurances with respect to time of Mortgagee may deem to be reasonably necessary
to 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 market rate now permitted by Illinois law, when
paid or incurred by Mortgagee in connection with any proceeding, including proceeds of a bankruptcy proceeding, to which the Mort-
gagee 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.

9. Mortgagee shall pay each item of indebtedness herein mentioned, both principal and interest, when due according to the terms
hereof. At the option of the Mortgagee and without notice to Mortgagee, all unpaid indebtedness secured by this mortgage shall, notwith-
standing anything in the note or in this mortgage to the contrary, become due and payable (a) immediately in the case of default in making
payment of any installment of principal or interest on the note, or (b) when default shall occur and continue for three days in the per-
formance of any other agreement of the Mortgagee herein contained.
8. The Mortgagee making any payment hereby authorized relating to taxes or 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, forfeiture, tax lien or lien or claim thereof.
7. In case of default hereon, Mortgagee may, but need not, make any payment or perform any act heretofore required of Mortgagee
in any form and manner deemed expedient, and may, but need not, make full or partial payments of principal or interest on prior securi-
ties, if any, and purchase, discharge, compromise or settle any tax lien or other lien or claim hereof, or redeem from
Mortgagee any tax or forfeiture affecting said premises, or any part or interest therein, including attorneys' fees, and any other money advanced by Mortgagee to
and all expenses paid or incurred in connection therewith, including attorneys' fees, and any other money advanced by Mortgagee to
protect the mortgaged premises and the lien hereof, shall be so much additional indebtedness secured hereby and shall become immediately
due and payable without notice and with interest accrued at the highest rate now permitted by Illinois law. Inaction of Mortgagee shall
never be considered as a waiver of any right accruing to the Mortgagee on account of any default hereunder on the part of the Mortgagee.

6. Mortgagee shall repair all buildings 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 money sufficient either to pay the
cost of replacing and rebuilding under such policies or 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 in
be attached to each policy, and shall deliver renewal policies not less than ten days prior to the respective dates of expiration,
and shall deliver all policies and general policies to the Mortgagee, and in case of insur-
ance about to expire, shall deliver renewal policies not less than ten days prior to the respective dates of expiration.
5. At such time as the Mortgagee are not in default either under the terms of the note secured hereby or under the terms of this
mortgage, the Mortgagee shall have such privilege of making prepayments on the principal of said note in addition to the required pay-
ments as may be provided in said note.
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 Mortgagee covenant 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.
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 hereon
required to be paid by Mortgagee, 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 Mortgagee, 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 Mortgagee to make such payment or (b) the making of such payment might result in the imposition of interest beyond the max-
imum amount permitted by law, then, and in such event, the Mortgagee may elect, by notice in writing given to the Mortgagee, to declare
all of the indebtedness secured hereby to be and become due and payable sixty (60) days from the giving of such notice.

2. Mortgagee shall pay before any 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
copies hereof. To prevent default hereunder Mortgagee shall pay in full under protest, in the manner provided by statute, any tax or
assessment which Mortgagee may desire to contest.
1. Mortgagee 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 mechanics' or
other liens or claims for lien not expressly subordinated to the lien hereof; (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 Mortgagee; (4) complete within a reasonable time any building or buildings now or at any time in process of erection upon said
premises; (5) comply with all requirements of law or municipal ordinance 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.

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

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

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Exhibit "A"

Due on Sale. 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 lien hereby created in the manner herein or by law provided or by action to enforce the personal liability of the guarantor, if any.

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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 FEET EAST, MEASURED AT RIGHT ANGLES AND PARALLEL WITH THE CENTER LINE OF ILLINOIS STATE ROUTE NO. 83 (EXCEPTING THEREFROM THE NORTH 680.0 FEET, AS MEASURED ON THE EAST AND WEST LINES THEREOF, AND EXCEPT THAT PART THEREOF BOUNDED BY A LINE DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID NORTHWEST 1/4; THENCE EAST ON THE SOUTH LINE OF SAID NORTHWEST 1/4, 227.98 FEET; THENCE NORTHERLY ALONG A LINE WHICH FORMS AN ANGLE OF 90 DEGREES 29 MINUTES 40 SECONDS WITH THE PROLONGATION OF THE LAST DESCRIBED COURSE, FOR A DISTANCE OF 211.31 FEET; THENCE WESTERLY 228.32 FEET TO A POINT IN THE WEST LINE OF SAID NORTHWEST 1/4, 205.29 FEET NORTH OF THE POINT OF BEGINNING; THENCE SOUTH 205.29 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

Cook County Clerk's Office

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