MORTGAGE

95034395

THIS MORTGAGE made this first day of February, 1994, between KATHRYN LEE BLANKENSHIP, 108 N. Belmont Avenue, Arlington Heights, Illinois 60004, hereinafter called "Mortgagor" and NORMAN L. BLANKENSHIP, 320 Grove Street, Glencoe, Illinois 60022, hereinafter called "Mortgagees",

of Eighty One Thomand Three Hundred Nine and 53/100 Dollars (\$81,309.53) lawful money of the United States, to be paid with interest, on or before the first day of February, 2024, at the address c. Mortgagees or at such other place as the holder may designate in writing according to a certain Note bearing even date herewith, and executed by KATHRYN LEE BLANKENSHIP, the Mortgager hereby mortgages and warrants to the Mortgagees the premises consisting of the real property located in the Village of Arlington Heights, Cook County, Illinois, hereinafter called the "premises" or the "mortgaged premises", and described as follows:

LOT 3 IN BLOCK 6 IN GEORGE W. DUNTON'S ADDITION TO ARLINGTON HEIGHTS NUMBER 2 IN THE EAST 1/2 OF THE SOUTHWEST 1/4 LYING NORTH OF THE RAILROAD OF SECTION 29, TOWNSHIP 42 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS. DEFI-01 PERSONNEL

PERMANENT INDEX NUMBER: 03-29 337-007.

Commonly known as 108 N. Belmorr Avenue, Arlington Heights, Illinois 60004.

TOGETHER with the appurtenances fixtures and all the estate and rights of the Mortgagor in and to said premises, all improvements now existing or hereafter constructed upon said premises, and all rents, issues and profits of said premises;

TOGETHER with any and all awards heretofore and hereafter made to the present and all subsequent owners of the mortgaged premises by any governmental or other lawful authorities for taking by eminent domain the whole or any part thereof and Mortgagees is further authorized, at her option, (a) to apply the net proceeds as a credit on the mortgage debt, or (b) to apply the net proceeds toward the repair and restoration of the improvements, or (c) to deliver the net proceeds to the owner of the mortgaged premises.

- 1. The Mortgagor will pay all taxes, assessments, sewer rents and water rates when the same shall be due and in default thereof the Mortgagees may pay the same. The Mortgagor will repay to the Mortgagees, upon demand, any amount so paid with interest thereon. The Mortgagor will upon payment furnish to Mortgagees evidence of payment.
- 2. No building or other property now or hereafter covered by the lien of this mortgage shall be removed, demolished



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or materially altered, without the prior written consent of the Mortgagees, except that the Mortgager shall have the right, without such consent, to remove and dispose of, free from the lien of this mortgage, such equipment as from time to time may become worn out or obsolete, provided that either (a), simultaneously with or prior to such removal, any such equipment shall be replaced with other equipment of a value at least equal to that of the replaced equipment and free from any security interest or other encumbrance and from any reservation of title, and by such removal and replacement the Mortgager shall be doesed to have subjected such equipment to the lien of this mortgage, or (b) any not cash proceeds received from such disposition shall be paid over promptly to the Mortgagees to be applied to the last installments due on the indebtedness secured, without any charge for propayment.

- 3. The Mortgagor will maintain homeowner's insurance on the premises and furnish evidence of the payment of premiums to Mortgages when paid.
- 4. No lien, other than roal estate taxes and assessments, shall be created on or permitted to exist against the premises which shall confer on or give to any holder or ewner thereof any rights in and to the premises or any of the income, rents and profits and restal value of the premises unless such rights, or the exercise increof, shall be subject to and conditioned upon all the terms, covenants and provisions of this mortgage and any other security given for the indebtedness secured hereby having been first compiled with.
- 5. The Mortgagor shall comply with all requirements of any department or bureau or other division of the federal, state or municipal government affecting the premises and shall maintain the premises in a good state and condition, resonable depreciation alone excepted.
- 6. Any holder of this mortgage, or its duly authorized agent, shall have the right to enter the buildings on the mortgaged premises at all reasonable hours of the day for the purpose of examining and inspecting the same.
- 7. The Mortgagor will execute or procure any mirther necessary assurance of title to the premises and property and will forever warrant said title.
- 8. If any action or proceeding be commenced (except an action to foreclose this mortgage or to collect the debt secured thereby) to which action or proceeding the holder of this mortgage is made a party and in which it becomes necessary in the opinion of such holder to defend or uphold the lien of this mortgage, all sums paid by the holder of this mortgage for the expense of any litigation to prosecute and defend the rights and lien created by this mortgage (including reasonable counsel fees, costs and

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allowances) shall be paid by the Mortgagor on demand. Nothing in this paragraph contained shall be deemed to limit or preclude the recovery of all sums otherwise due under the terms of this mortgage and the Note which it secures and all applicable statutory costs, allowances and disbursements in any action to foreclose this mortgage or to collect the debt secured thereby.

- 9. In the event of default by the Mortgagor in any of the conditions or covenant contained in this mortgage, the Mortgagees may produce continuation of abstracts of title or such other title evidence as it shall doem necessary, and any sums so expended shall be immediately due and payable by the Mortgagor. Upon foreclosure, all abstracts of title and other title evidence shall become the absolute property of the Mortgagees.
- Let All sums advanced by the Mortgages by reason of default of the Mortgager as provided in this mortgage or to protect the lien interest of the Mortgages shall bear interest at the rate of thirteen per cent (13.0%) per annum, and any such advances together with interest thereon shall be a lien on the premises and shall be secured by this mortgage and any other security for the Note secured by this mortgage. All sums due from Mortgager secured by this mortgage shall be pryable without relief from valuation and appraisement laws and with a storneys' fees.
- 11. In the event the Mortgagor is adjudicated a bankrupt, has a receiver in equity or arrangement or a trustee in reorganization or arrangement appointed for her property, or files a voluntary petition for reorganization or arrangement, files an answer admitting bankruptcy or agreeing to a reorganization or an arrangement or makes an assignment for the benefit of creditors, then all sums due or to become due becomes the hereunder shall become immediately due and payable, any of said proceedings constituting a default hereunder.
- 12. The Mortgagous may onforce successively or concurrently, at their option, any of their legal or equitable remedies under this mortgago or under the Note evicencing the indebtedness hereby secured.
- 13. The Mortgagor will pay all filing foos for the filing of this instrument as a security agreement on personal property and for the filing of any security agreement or financing statement given collateral herato, and for the refiling theraof at the times required by the laws of the State of Illinois. The Mortgagor authorizes the Mortgagoes to file such Illinois statements or renewals thereof at any time or times during the term of this mortgage without the signature of the Mortgagor pursuant to the Illinois statute adopting the Uniform Commercial Code.
- 14. The mailing of a written notice and demand by depositing it in any post office, substation or letter box,

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MORTGAGE NOTE

\$81,309.53

February 1, 1994

FOR VALUE RECEIVED, the undersigned hereby promises to pay to the order of NORMAN L. BLANKENSHIP, 320 Grove Street, Glencoe, Illinois 60022, the principal sum of Eighty One Thousand Three Hundred Nine and 53/100 Dollars (\$81,309.53) and interest at the rate of seven percent per annum until maturity, payable as follows, viz:

Five hundred forty and 95/100 dollars (\$540.95) per month commencing March 1, 1994 and on the first day of every month thereafter until paid with the final payment due Fobruary 1, 2024.

Any principal not paid when due shall bear interest thereafter at the rate of three per cent (3%) per annum in excess of the interest rate as provided in the first paragraph of this note until paid.

Both interest and principal shall be payable in the most valuable legal tender of the United State of America current on the due date thereof at address of Mortgagees, above, or at such other place as may from time to time be designated in writing by the holder hereof.

The payment of this note is secured by a mortgage bearing even date herewith to NORMAN L. BLANKENSHIP on real estate in Arlington Heights, Cook County, Illinois, and it is agreed that if default be made in the payment of principal or interest, or if default be made In the payment of any insurance or tax deposits required by the mortgage securing this note, and such default chall continue for a period of ten days, the entire principal sum hereof, together with the accrued interest thereon, may at once become due and payable at the election of the legal holder hereof, anything to the contrary herein notwithstanding; such election to be made any time after the expiration of the said ten days without notice or demand. further agreed that if default be made in the performance of or compliance with any or all of the other terms, covenants, conditions contained in said mortgage securing this note, and if such default shall continue for a period of twenty days, the entire principal sum hereof, together with the accrued interest thereon, may at once become due and payable at the election of the legal holder hereof, anything to the contrary herein notwithstanding; such election to be made at any time after the expiration of the said twenty days without notice or demand. No delay on the part of the holder hereof in making said election shall operate as a waiver thereof or preclude the exercise thereof at any time during the continuance of any default or upon a subsequent default. event that this note is placed in the hands of an attorney for collection or is collected by legal proceedings the makers hereof

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agree to pay all costs of such collection, including reasonable attorneys' foos.

The maker, endorsers, guarantors, sureties and all other parties liable for the payment of any sum or sums due or to become due under the terms of this note severally waive presentment, demand for payment, protest and notice of dishonor.

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KATHRYN LEE BLANKENSHIP The maker and all endorsers berounder agree that the holder of this note may grant to the maker or any endorser of this note an extension or extensions of time of payment hereof in whole or in part, mer grant a renewal or renewals of this note is whole or in part, may enter into a modification agreement or agreements with respect to the mortgage which secures the phymont of this note and may release a portion or portions of the real entate described in the mortgage witch secures the payment of this note, without notice to said maker of endorsers or any of them and no such extension, renewal, modification agreement or release shall in any way affect said maker's or endorser's obligations and liability upon this

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enclosed in a postpald envelope addressed to the Mortgagor as shown on the records of the Mortgagees at the last address actually furnished to the Mortgagees shall be sufficient notice and demand in any case arising under this mortgage and required by the provisions hereof or by the requirements of law.

- 15. All of the terms, clauses, conditions and covenants of this mortgage shall apply to and bind the successors and assigns of the Mortgages and the Mortgages.
 - 16. This mortgage may not be changed orally.

IN WITNESS WHEREOF, this mortgage has been duly executed by the Mortgagor the day and year first above written.

KATHRYN LEE BLANKENSHIP

STATE OF ILLINOIS

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COUNTY OF COOK

Before me, a Notary Public in and for mid County and State, personally appeared KATREYN LEE BLANKENSHIP, as Mortgagor, known to me to be the same person whose name is subscribed to the foregoing mortgage and acknowledger that she signed, sealed and delivered said mortgage as her free and voluntary act and doed for the uses and purposes therein set force.

WITNESS my hand and notarial seat, this first day of February, 1994.

Notary Public

OFFICIAL SEAL
G KENT YOWELL
NOTABLY PUBLIC, STATE OF BEHADIS
MY COMMUNISHED TAPPILES - 07/23/08

MAIL 10

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