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UNOFFICIAL COPY

Meadows Redit Union

3350 Salt Creek Lane Ste 100 Ar. ngton Height IL 60005 708 34**2 93**00 NETCO INC. 415 N. LaSalle, Ste. 402 Chicago, IL 60610 RC161991 MORTGAGE (ILLINOIS)

For Use With Note Form 20, 1447

97335509

CERTAL CARCONELING

\$27.57

Above Space For Recorder's Use Only

LOT 4 IN BLOCK 205 IN THE HIG LANDS WEST AT HOFFMAN ESTATES XXII, BEING A SUBDIVISION OF PART OF THE SOUTHEAST QUARTER AND PART OF THE EAST HALF OF THE NORTHWIST QUARTER OF SECTION 8 AND PART OF THE WEST HALF OF THE NORTHWIST QUARTER OF SECTION 9, ALL IN TOWNSHIP 41 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN THE VILLAGE OF HOFFMAN ESTATES SCHAUMBURG TOWNSHIP COOK COUNTY, ILLINOIS, ACCORDING TO THE PLAT THEREOF RECORDED AUGUST 2, 1965 AS DOCUMENT 19, 544,121 IN THE OFFICE OF THE RECORDED OF DEEDS, IN COOK COUNTY, ILLINOIS	70				
1100 HEHMITAGE LN MADOWS CHEDIT UNION MADOWS CHEDIT UNION 3350 SALT CHEEK LN., AHLINGTON HTS E. 60005 so necessaries THAT WHEREAS the Mortgagors are justly indebted to the Mortgage upon the installment note of even date berewith, in the principal sum of FIETEN THOUSAND DOLLARS (\$	THIS INDENTURE made May 8,		19 <u>97</u> between	SYED ABOUT H	ADDE AND
herein referred to as "Mortgagors," and MADOMS CHEDIT UNION 6" gramm 3350 SALT CHERK LN., ARLINGTON HTS II. 60005 600 NOT THE STATES THE MORTGAGORS are justly indebted to the Managaree upon the installment note of even date herewith, in the principal sum of EIETEN THOUSAND. DOLLARS (\$ 15,000.00	IFFATH S. HADDE, HUSBAND AND WI	IFE. AS JOINT	TENANTS		
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principal sum of		T	(CITY		(STATE)
(\$ 15,000.00	THAT WHEREAS the Mortgagors are justly	indebted to the Mo	was ee upon the installm	ent note of even da	te herewith, in the
to pay the said principal sum and interest at the rate and in installments as provided in said piece, with a final payment of the balance due on the14TH_day of14NE	principal sum of <u>FIFITEN THOUSAND</u>				DOLLARS
on the 1/4 TH day of 1/4 E 2002, and all of said principal and interest the ander payable at such place as the holders of the note may, from time to time, in writing appoint, and in absence of such appointment, the such the office of the Mortgages at 3350 SALT CHEEK LN., ARLINGTON HTS., IL 60005 NOW, THEREFORE, the Mortgagors to secure the payment of the said principal sum of money and such interest in accordance with the terms, provisions and limitations of this mortgage, and the performance of the covenants and agreements the contained, by the Mortgagors to be performed, and also in consideration of the sum of One Dollar in hand paid, the receipt whereof is hardo 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 HOFFMAN ESTATES. COUNTY OF	(\$ 15,000,00). payable to the order	of and delivered to	the Mortgager, in and by	which note the Me	ortgagors promise
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Property of Cook County Clerk's Office

which, with the property hereinafter described, is referred to netern as the premises.

that he property an	promises.
Permanent Real Estate Inde	x Number(s):07-09-108-004
Addressies of Real Estate	1100 HERMITAGE LN., HOFFMAN ESTATE IL 60195

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, inador 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.

TO HAVE AND TO HOLD the premises unto the Mortgagee, and the Mortgagee's successors and assigns, forever, for the purposes, and upon the ares herein set forth, free from all rights and benefits under and by virtue of the Homestead Exemption Laws of the State of Illinois, which and rights and benefits the Mortgageors do hereby expressly release and waive.

	of a record owner is SYF.D ABDIAL AND I			
incorpora	This mortgage consists of four pages. The sted berein by reference and are a part hereo Witness the hand and seal of Mortgagors	of and shall be binding	g on Mortgagors, their beirs, suc	
	74. 1 1. 1. 1. 1. 1. 1. 1. 1. 1. 1. 1. 1.	(Seal)	Halle S Race	(Seal)
MENT ON THE STATE OF THE STATE	SYED ADBUL RADDE	(Seal)	FEATH S. RADOF	(Scal)
State of III	linois, County of <u>COOK</u>		I. the undersigned, a Notary Publ	
	County in the State aforesaid. DOHEREBY C	ERTIFY that	ADBUL RAOOF AND IFFATH	S. RADOF
MPRESS SEAL HERE	personally known to me to be the same person foregoing instrument, appeared before me the scaled and delivered the said instrument asset forth, including the release and waiver of	is day in person, and a their	free and volum: 7, act, for the uses	
	er my hand and official seal, this 8th		May	19 <u>97</u> .
Commissi	on expires 11 is used 21	49-71 C)	OFFICIAL SE	Lana C
	iment was prepared by	au	ANN L MAGN NOTARY PUBLIC STATE ME AND ADDRESSMY COMMESSION EXP A	OF II I INVOICE
MSTI AUIS II	estrument to	THANK MICH	DORESS)	
	CM	STAT	D.	@= coot

OR RECORDER'S OFFICE BOX NO.

Property of County Clerk's Office

UNUFFICIALGE (MOPTGAGE:

s shall (1) promptly repair, restore or rebuild any buildings or improvements now or hereafter on the premises which may made and free from mechanic's or other made or he destroyed. (2) keen said premises in good condition and repair without waste and free from mechanic's or other made or he destroyed. s shall (1) promptly repair, restore or rebuild any buildings or improvements now or hereafter on the premises which may aged or be destroyed; (2) keep said premises in good condition and repair, without waste, and free from mechanic's or other aged or be destroyed; (2) keep said premises in good condition and repair, without waste, and free from mechanic's or other aged or be destroyed; (2) keep said premises in good condition and repair, without waste, and free from mechanic's or other aged or be destroyed; (2) keep said premises in good condition and repair, without waste, and free from mechanic's or other aged or be destroyed; (2) keep said premises in good condition and repair, without waste, and free from mechanic's or other aged or be destroyed; (2) keep said premises in good condition and repair, without waste, and free from mechanic's or other aged or be destroyed; (2) keep said premises in good condition and repair, without waste, and free from mechanic's or other aged or be destroyed; (2) keep said premises in good condition and repair, when due any indebtor and the said premises in good condition and repair. aged of the destroyled; (2) keep said premises in good condition and repair, without waste, and free from mechanic's or other as for lien not expressly subordinated to the lien thereof; (3) pay when due any indebtedness which may be secured by a lien as for lien not expressly subordinated to the lien thereof; (3) pay when due any indebtedness of the discharge of such mineral lien to the lien thereof. It for the premises superior to the lien hereof, and upon request exhibit satisfactory evidence of the discharge of such prior in the premises superior to the lien hereof, and upon request exhibit satisfactory evidence of macrical manner cald meaning the premises superior to the lien hereof, and upon request exhibit satisfactory evidence of macrical manner cald meaning the premises superior to the lien hereof, and upon request exhibit satisfactory evidence of meaning meaning the premises superior to the lien hereof, and upon request exhibit satisfactory evidence of meaning meaning meaning meaning the premises superior to the lien hereof. the premises superior to the lien hereot, and upon request exhibit satisfactory evidence of the discharge of such prior lien to execute within a reasonable time any building or buildings now or at any time in process of erection upon said premises; (6) make no material evidence within a reasonable time any building or buildings now or at any time in process of erection upon said premises; (6) make no material evidence within a reasonable time any building or buildings now or at any time in process of erection upon said premises; (6) make no material evidence within a reasonable time any building or buildings now or at any time in process of erection upon said premises; (6) make no material evidence within a reasonable time any building or building or buildings now or at any time in process of erection upon said premises. Rec: (4) complete within a reasonable time any building or buildings now or at any time in process of erection upon said premises; with all requirements of law or municipal ordinances with respect to the premises and the use thereof; (6) make no material in said meaning at the second of law or municipal ordinance.

agors shall pay before any penalty attaches all general taxes, and shall pay special taxes, special assessments, water charges, sewer that the special pay special taxes, special assessments, water charges against the memises when the and shall mean written request. Surnish to the Mortosope duralicate harges, and other charges against the memises when the agors snall pay before any penalty attaches all general taxes, and shall pay special taxes, special assessments, water charges, sewer duplicates, and shall pay special taxes, special assessments, water charges duplicate harges, and other charges against the premises when due, and shall, upon written request, furnish to the Mortgager and taxes, and other charges against the premises when due, and shall upon written request, furnish to the Mortgager and taxes, special assessments, water charges duplicate and shall pay special taxes, special assessments, water charges duplicate.

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The minuted by law, then and in such event, the morigagor may elect, by notice in writing given to the morigagors, to declare all of the minuted by law, then and in such event, the morigagor may elect.

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debiedness secured hereby to be and become due and payable sixty (60) days from the giving of such notice. . 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.

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.

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.

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5. At such time as the Mortgagors are not in default either under the terms of the note secured bereby or under the terms of this mortgage, the Mortgagors are not in default either under the terms of the note secured bereby or under the terms of this mortgage, the Mortgagors are not in default either under the terms of the note secured bereby or under the terms of this mortgage, the Mortgagors are not in default either under the terms of the note secured bereby or under the terms of this mortgage, the Mortgagors are not in default either under the terms of the note secured bereby or under the terms of this mortgage, the Mortgagors are not in default either under the terms of the note secured bereby or u THORIZAGOES TURBURER COVERNMENTO THORU THAT HE IMPOSITION OF any lax on the course of the note secured hereby. 5). At such time as the Mortgagors are not in default either under the terms of the note secured hereby or under the required payments) as may the Mortgagors shall have: __h privilege of making prepayments on the private of the movided in each note. 6. Mortgagors shall keep all buildings and improvements now or hereafter situated on aid premises insured against loss or damage by fire, and higher to make the state of monage commenters of monage conficient aither to make the insurance commenters of monage conficient aither to make the insurance commenters of monage conficient aither to make the insurance commenters of monage and windercom under noticing for makement by the insurance commenters of monage and windercom under noticing for makement by the insurance commenters and windercom under noticing for makement by the insurance commenters and windercom under noticing for makement by the insurance commenters and windercommenters are not to be a supplied to the contract of the contract o

be provided in said note.

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anached to each policy, and shall deliver renewal policies not less than ten days prior to the respective cases of expiration. 7 In case of default therein. Mortgagee may, but need not, make any payment or perform any act hereinbefore required of Mortgager in any form and manner deemed expedient and man hut need not, make full or narrial naumonite of principal or interest on the form and manner deemed expedient and man hut need not.

In any term and manner deemed expedient, and may, but need not, make full or partial payrichts of principal or interest on 1 encumbrances, if any, and purchase, discharge, compromise or settle any tax lien or other prior lien or all moneye raid for any of the nameses herein and any tax are assessment. All moneye raid for any of the nameses herein any tax or assessment. encumbrances. If any, and purchase, discharge, compromise or settle any tax liter or other prior tien or liter or other purposes berein antically tax sale or forfeiture affecting said premises or contest any tax of assessment. All moneys paid for any contest any tax sale or forfeiture affecting said premises or contest any tax of assessment. The same and any contest any tax of assessment and any contest any tax of assessment and any contest any tax of assessment and any contest any tax of a same and a same a same and a same a any tax sale or forfeiture affecting said premises or contest any tax or assessment. 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The Mortgagee making any payment hereby authorized relating to taxes or assessments, may do so according to any bill, state of such hill element or estimate or into the accuracy of such hill element or estimate or into the accuracy of such hill element or estimate or into the accuracy of such hill element or estimate or into the accuracy of such hill element or estimate or into the accuracy of such hill element or estimate or into the accuracy of such hill element or estimate or into the accuracy of such hill element or estimate or into the accuracy of such hill element or estimate or into the accuracy of such hill element or estimate or into the accuracy of such hill element or estimate or into the accuracy of such hill element or estimate or into the accuracy of such hill element or estimate or into the accuracy of such hill element or estimate or into the accuracy of such hill element or estimate or into the accuracy of such hill element or estimate or into the accuracy of such hill element or estimate or into the accuracy of such hill element or estimate or into the accuracy of such accuracy or into the accura

8. The Mortgagee making any payment hereby authorized relating to taxes or assessments, may do so according to any mil. Sail estimate or into the accuracy of such bill, statement or estimate or into the accuracy of such bill, statement or estimate or into the accuracy of such bill, statement or estimate or into the accuracy of such bill. 9. Morgagors shall pay each item of indebtedness herein mentioned, both principal and interest, when due according to the temporary shall pay each item of indebtedness herein mentioned, both principal and interest, when due according to the temporary shall pay each item of indebtedness herein mentioned, both principal and interest, when due according to the temporary shall pay each item of indebtedness herein mentioned, both principal and interest, when due according to the temporary shall pay each item of indebtedness herein mentioned, both principal and interest, when due according to the temporary shall pay each item of indebtedness herein mentioned, both principal and interest, when due according to the temporary shall pay each item of indebtedness herein mentioned, both principal and interest, when due according to the temporary shall pay each item of indebtedness herein mentioned, both principal and interest, when due according to the temporary shall pay each item of indebtedness herein mentioned, both principal and interest, when due according to the temporary shall pay each item of indebtedness herein mentioned, both principal and interest, when due according to the temporary shall pay each item of indebtedness herein mentioned indebtedness each item. of any tax, assessment, sale, forfeiture, tax lien or title or claim thereof.

Wortgagors shall pay each item of indebtedness herein mentioned, both principal and interest, when due according to the teach of the option of the Mortgage and without notice to Mortgagors, all unpaid indebtedness secured by this mortgage shall, not anything in the note or in this mortgage and without notice to Mortgagors, all unpaid indebtedness secured by this mortgage shall, not anything in the note or in this mortgage and without notice to Mortgagors, all unpaid indebtedness secured by this mortgage shall, not anything in the note or in this mortgage and without notice to Mortgagors, all unpaid indebtedness secured by this mortgage shall, not anything in the note or in this mortgage and without notice to Mortgagors, all unpaid indebtedness secured by this mortgage shall, not anything in the note or in this mortgage and without notice to Mortgagors, all unpaid indebtedness secured by this mortgage. At the option of the Mortgagee and Wilhout notice to Mortgagors, all unpaid indebtedness secured by this mortgage shall, note anything in the note or in this mortgage to the contrary, become due and payable (a) immediately in the case of default in making in the note or in this mortgage to the contrary, become due and payable (a) immediately in the case of default of the note anything in the note or in this mortgage to the contrary, become due and payable (a) immediately in the case of default in making of any installment of principal or interest on the note, or (b) when default shall occur and continue for three days in the performance of the Moreovana Account of the Account of the Moreovana Account of the Moreovan other agreement of the Mongagors herein contained. -MORTGAGE (ILLINOIS) . PAGE 3 OF 4 -

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- 10. When the indebtedness hereby occurred shall become due whether by acceleration of 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, appraiser's fees, outlays for documentary and expert advice, stenographers' charges, publication 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. Torrens certificates, and similar data and assurances with respect to title as Mortgagee may deem to be reasonably necessary either to prosecute such suit or to evidence to bidders at any sale which may be had pursuant to such decree the true condition of the title to 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 rate now permitted by Illinois law, when paid or incurred by Mortgagee in connection with (a) any proceeding, including probate and bankruptcy proceedings, to which the Mortgagee 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.
- If 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 expenser incident to the foreclosure 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, any overplus to Mortgagors, their heirs, legal representatives or positions, 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 appoint them 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 premise a 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 is 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 hands 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 by released, all persons now or at any time hereafter liable therefor, or interested in said premises, shall be held to assent to such extension, varie not or release, and their liability and the lien and all provisions hereof shall continue in full force, the right of recourse against all such per not being expressly reserved by the Mortgagee, notwithstanding such extension, variation or release.
- 17 Mortgagee shall release this mortgage and hen 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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