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STATE OF ILLINOIS SS COUNTY OF C O O K

I, DONALD L. CIAGLIA, the Secretary of the CALIA DEVELOPMENT CORP., do hereby certify that the following resolution was duly adopted by the comporation's Board of Directors on September 1, 1984;

BE IT RESOLVED that the corporation through its President, ROBERT CALLALETTA, its Secretary, DONALD CIAGLIA, or its Assistant Secretary, ANTHOR: T. BUCKUN, is hereby authorized to borrow funds on behalf of the corporation and to pledge as security or mortgage certain real estate owned by the corporation and legally described as follows:

Lots 2201 to 2212 inclusive in Lancer Subdivision of part of the Northeast and Lancer Subdivision of part of the Northeast quarter of Section 27, Township 41 North, Range 10 East of the Third Principal Meridian, according to the Plat thereof registered in the Office of the Rigistrar of Titles of Cook County, Illinois, on August 30, 1979, as Document 3115621.

DATED: November 1, 1985

County Clarks Office Donald L. Ciaglia, Secretary

ATTEST:

SEAL

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Description affects

from CTF

Kara Kampmeyer Land of Lincoln Savings and Los 1400 N. Gannon Dr. 6d196 Hoffman Estates, IL.

MILE DISTRICTION WAS PREPARED BY

MORTGAGE

THIS INDEXINE WITNESSETH: That the undersigned, hereinafter referred to as Mortgagor, does hereby Mortgage and Warrant to

IAND OF LINCOLN SAVINGS AND LOAN

a componention organised and existing under the laws of the STMT OF TILINOIS. hereinafter referred to as the Mortgages, the following real estate, situated in the County of Cook in the State of Illinois, to wit: the County of Cook

Lot 2203 inclusive in Lenter Subdivision Unit 22, being a Subdivision of part of the Northeast Quarter of Section 27, Township 41 North, Range, 10, East of the Third Principal Meridian, according to the plat thereof registered in the Office of the Registrar of Titles of Cook County, Illinois, on August 30, 197 as Document Number 3115621.

07-27-212-003 514 JULF Dr Schoumburg, T.

TOGETHER with all buildings, improvements, fixtures or appurtenances now or hereafter erected thereon, including of apparatus, equipment, fixtures or articles, whether in single units or centrally controlled, used to supply heat, gas, air conditioning, water, light, power, refrigeration, ventilation or otherwise and any other thing now or heroafter therein or thereon the furnishing of which by lessons to lessons is customery or appropriate, including acreens, window shades, storm doors and windows, floor oursyings, screen doors, venetian blinds, in-a-door beds, awnings, stoves and water heaters (all of which are declared to be a part of said real estate whether payrically attached thereto or not); and also together with all easements and the renta, issues and profits of said premises which are hereby pledged, assigned, transferred and set over unto the Mortgagee.

TO HAVE AND TO HOLD all of said property unto said Mintropes forever, for the uses herein set forth, free from all rights and benefits which the Homestead Exemption Laws of the State of Illinois, which said rights (a) benefits said Mortgagor does hereby release and waive.

TO SECURE the payment of a certain indebtedness from the Mortgagor to the Mortgagos evidenced by a note made by the Mortgagor in favor of the Mortgagos, bearing even date herewith in the sum of Ninety Five Thousand and 00/100---

with interest thereon as provided by said note, is payable in a installments of interest only commencing with December 1, 1985 until	mther
with interest thereon as provided by said note, is payable in a	onthly
installments of interest only commencing with December 1, 1985	1 the
entire sum is paid, except that any remaining indebtedness, if not sooner	baid.
Enall be due and payable on: June 1, 1986 . unless extended in some	
with the terms and provisions of the liote, in which event the principal b	
shall be due and payhle on June 1, 1986	7

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THE POPULATION COMPUTED IN

- pay immuliately when due and payable all general taxos, of a conservate, water charges, somer exercice charges and other rales and charges against said property, including those heretofore due, (the southly payments provided by said note in anticipation of such taxes and therese to be applied thereto; and to furnish the Mortgages, upon request, with the original or duplicate receipts therefor, and all such items extended against said property shall be conclusively drawed valid for the purpose of this requirement.
- (2) To heap the improvements now or hereafter situated upon said proinsured against lose or damage by fire, lightning, windstorm and such other hexards, including liability under laws relating to intoxicating liquors and including hexards not now contemplated, as the Mortgages may reasonably require to be inward against, under policies providing for payment by the inst companies of screys sufficient either to pay the cost of replacing or repairing the same or to pay in full the indebtedness ascured hereby, in such companies, through such synts or brokers, and in such form as shall be satisfactory to the Mortgages, until said indebtedness is fully paid, or in the case of foreclosure, until expiration of the period of redemption; such insurance policies, including additional and research policies shall be delivered to and kept by the Mortgages and shall contain a clause satisfactory to the Mortgages making them payable to the Mortgages and in interest may appear, and in case of foreclosure sale. the Mortgagee, as 122 interest may appear, and in case of foreclosure sale psymble to the owner of the certificate of sale, owner of any deficiency any receiver or redemptioner, or any grantee in the Sheriff's beed, and in case of the loss under such policies, in Mortgages is authorized to adjust, collect and compromise, in its discretion, all claims thereunder, and the Mortgagor agrees to sign, upon demend, all receipts, vouchers and releases required of him by the insurance companies; application by the Mortgages of any of the proceeds of such insurance to the indebtedness have a secured shall not excuse the Mortgagos from the following the secure of the following the foll making all monthly payments until the indebtedness is paid in full.
- (3) To complete within a reasonable time any buildings or improvements now or at any time in process of erection upon said premises;
- (4) To promptly repair, restore or rebuild any buildings or improvements now or hereafter on the premises which may have desegred or destroyed;
- (5) To keep said premises in good condition and repair, without waster and free from any machanic's, or other lien or claim of lien not expressly subordinated to the lien hereof;
- (6) Not to suffer or permit any unlawful use of or any nuisance to excist on said property nor to diminish nor impair its value by ary act or omission to act;
- (7) To comply with all requirements of law with respect to the mortgaged premises and the use thereof:
- (8) Not to suffer or permit, without the written parmission of the Nortgagee being first had and obtained, (a) any use of the property for any purpose other than that for which it is now used, (b) any alteration, additions, demolition, removal or sale of any improvements, apparatus, appurtaments, fixtures or equipment now or hereafter upon said property, (c) a purchase on conditional sale, lease or agreement under which title is reserved in the vendor, of any apparatus, fixtures or equipment to be placed in or upon any buildings or improvements on said property.
- (9) That if the Mortgagor shall procure contracts of insurance upon his life and disability insurance for loss of time by accidental injury or michaes, his or either such contract, making the Mortgages assignes thereunder, the Mortgages may pay the premiums for such insurance and add said payments to the principal indebtedness secured by this Mortgage, to be repaid in the same manner and without changing the amount of the monthly payments, unless such change is by mutual consent.

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(10) That all ensements, rents, issues and profits of the mortgaged premises are pledged, assigned and transferred to the Mortgagee, whether now due or hereafter to become due, under or by virtue of any loase or agreement for the use or occupancy of said property or any part thereof, whether said lease or agreement is written or verbal, and it is the intention hereof (a) to pledge said rents, issues and profits on a parity with said real estate and not secondarily and such pledge shall not be deemed margod in any judgment of foreclosure, and (b) to establish an absolute transfer and assignment to the Mortgages of all such leases and agreements and all the avails thereunder, together with the right in case of default, either before or after foreclosure sale, to enter upon and take possession of manage, maintain and coverate said promises. Or any part thereof possession of, manage, maintain and operate said premises, or any part thereof, make leases for terms deemed advantageous to it, terminate or modify existing or future leases, collect said avails, rents, issues and profits, regardless of when earned, and use such measures whether legal or equitable as it may deem proper to enforce collection thereof, employ renting agents or other employees, alter or repair sain premises, buy furnishings and equipment therefor when it doesn necessary, prichase adequate fire and extended coverage and other forms of insurance as my be deemed advisable, and in general exercise all powers ordinarily incluent to absolute ownership, advance or borrow money necessary, for any purpose hereir stated to secure which a lien is hereby created on the mortgaged premises and on the income therefrom which lien is prior to the lien of any other indebtednes, hereby secured, and out of the income retain reasonable compensation for itself, pay insurance premiums, taxes and assessments, and all expenses of every kind, including attorney's fees, incurred in the exercise of the powers herein given, and from time to time apply any balance of income not, in its sole discretion, needed for the aforesaid purposes, first on the interest and then on the principal of the indebtedness hereby secured, before or after any judgment of formalogues, and on the deficiency in the proceeds of sale. judgment of foreclosure, and on the deficiency in the proceeds of sale, if any, whether there be a judgment ir personan therefor or not. Whenever all of the indebtedness secured hereby is prid, and the Mortgagee, in its sole discretion, feels that there is no substantial uncorrected default in performance of the Mortgager's agreements herein, the Mortgager, on satisfactory evidence thereof, shall relinquish possession and pay to Mortgager any surplus income in its hards. The possession of Mortgagee may continue with all indebtedness secured hereby is paid in full or until the delivery of a Feed pursuant to a judgment foreclosing the lien hereof, but if no deed be issued, then until the expiration of the the lien hereof, but if no deed be issued, then until the expiration of the statutory period during which it may be is and, Mortgages shall, however, have the discretionary power at any time to refuse to take or to abandon possession of said promises without affecting the lien hereof. Mortgages shall have all powers, if any, which it might have had without this paragraph. No suit shall be sustainable against Mortgagee based upon acts or missions relating to the subject matter of this paragraph unless commenced within sixty days after Mortgages's possession ceases.

B. THE MORTGAGOR FURTHER COVENANTS:

- (1) That in the case of failure to perform any of the coverants herein, the Mortgages may do on the Mortgagor's behalf everything so coveranted; that the Mortgagor will repay upon demand any moneys paid or distursed by the Mortgages for any of the above purposes and such moneys together w(t) interest thereon at the Default Rate stated in the Note shall become so much additional indebtedness hereby secured and may be included in any judgment foreclosing this mortgage and be paid out of the rents or proceeds of sale of said premises if not otherwise paid; that it shall not be obligatory upon the Mortgages to inquire into the validity of any lien, encumbrance, or claim in advancing moneys as above authorized, but nothing herein contained shall be construed as requiring the Mortgages to advance any moneys for any purpose nor to do any act hereunder; and that Mortgages shall not incur any personal liability because of anything it may do or cmit to do hereunder;
- (2) That it is the intent hereof to secure payment of said note whether the entire amount shall have been advanced to the Mortgagor at the date hereof or lat the later date, or having been advanced, shall have been repaid in part and

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further advances made at a later date, which advances shall in no event operate to make the principal sum of the indebtedness greater than the original principal amount plus any amount or amounts that may be added to the mortgage indebtedness under the terms of this mortgage for the purpose of protecting the security and for the purpose of paying premiums under Section A(2) above, or for either purpose;

- (3) That time is of the essence hereof, and if default be made in performance of any covenant herein contained or in making any payment under said note or obligation or any extension or renewal thereof, or if proceedings be instituted to enforce any other lien or charge upon any of said property, or upon the filing of a proceeding in bankruptcy by or against the Nortgagor, or if the Mortgagor shall make an assignment for the benefit of his creditors or if his property be placed under control of or in custody of any court or officer of the government, or if the Mortgagor abandon any of said property, then and in any of said events, the Mortgagor abandon any of said property, then and in any of said events, the Mortgagor abandon any of the priority of said lien or any right of the Priorigagos hereby created or the priority of said lien or any right of the Priorigagos hereunder, to declare, without notice, all same secured hereby immediately due and payable, together with interest thereon at the Default Rate stated in the Note from the date of acceleration, whether or not such default be remediately Mortgagor, and apply toward the payment of said mortgago indebtadness any indebtedness of the Mortgagos to the Mortgagor, and Portgagor also immediately proceed to foreclose this mortgage, and it any foreclosure a sale may be made of the premises ermasse without offering the several parts separately;
- (4) That upon the communement of any foreclosure proceeding hersunder, the court in which such bill is filed may at any time, either before or after sale, and without notice to the Mortgegor, or any part claiming under him, and without regard to the solvency of the Mortgegor or the then value of said premises, or whether the same shall then be occupied by the owner of the equity of redemption as a homestead, appoint a receiver with power to manage and rent and to collect the rents, issues and profits of and premises during the pendency of such foreclosure suit and the statutory period of redemption, and such ments, issues and profits, when collected, may be applied before as well as after the judicial sale, toward the payment of the indebtethess, costs, taxes, insurance or other items necessary for the protection and preservation of the property, including the expenses of such receivership, or on any deficiency judgment whether there be a judgment therefor in personam or not, and if a receiver shall be appointed he shall remain in possession until the expiration of the full period allowed by statute for redemption, whether there be redemption or not, and until the issuance of deed in case of sale, but if no deed he issued, until the expiration of the statutory period during which it may be issued, until the expiration of the statutory period during which it may be issued and no lease of said upon foreclosure of said premises, there shall be allowed and included as an additional indebtechess in the judgment of foreclosure and sole all expenditures and expenses together with interest thereon at the Default Research which say be paid or incurred by or on behalf of the Mortgages's fees, appraiser's fees, outlays for exhibits attached a pleadings, documentary and expert evidence, stenographer's fees, Sheriff's fees; and commenced to incurred by or on behalf of the Mortgages's fees, appraiser's fees, outlays for exhibits attached and recovery of existing the second of the second of the submentage of the submentage of

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intervention in any suit or proceeding or any throatened or contemplated suit or proceedings, which might affect the premises or the security hereof. In the event of a foreclosure sale of said premises there shall first be paid out of the proceeds thereof all of the aforesaid items, then the entire indebtedness whether due and payable by the terms hereof or not and the interest due thereon up to the time of such sale, and the overplus, if any, shall be paid to the Mortgagor, and the purchaser shall not be obligated to see to the application of the purchase money.

- (5) That each right, power and remedy herein conferred upon the Mortgages is cumulative of every other right or remedy of the Mortgages, whether havein or by law conferred, and may be enforced concurrently therewith; that no waiver by the Mortgages of performance of any covenant herein or in said obligation contained shall thereafter in any manner affect the right of the Mortgages to require or to enforce performance of the same or any other of said covenants; that wherever the context hereof requires, the masculine gender, as used herein, shall include the finally that all rights and obligations under this mortgage shall extend to and to binding upon the respective heirs, executors, administrators, successors and exeigns of the Mortgages; and that the powers herein mentioned may be exercised as often as occasion therefor arises.
- (6) That in the event the Mortgagor sells or transfers the title or any part thereof or any interest therein, legal or equitable, or executes articles of agreement for deed or a contract of sale, for the property described herein, or upon assignment of the beneficial interest of the trust under which title to said property is or shall be taken, to any person, corporation or entity other than to the Mortgagor, the entire infertedness hereby secured, together with interest thereon as stated in the Note shall, at the option of the Mortgagos, its successors or assigns, become immediately due and payable, without notice, and all of said indebtedness, together with interest thereon at the Default Rate stated in the Note from the date of acceleration, shall be collectable immediately, or at any time after such infault. The Mortgagos waives its right to accelerate payment of such indebtedness only by consenting in writing to such sale or transfer or by accepting in writing a written Transfer and Assumption Agreement executed by the Mortgagor and his grantee.
- (7) Further, that if Mortgagor has made any false statements concerning any facts as stated on the application form of the Martgages or represents that the within property is being purchased for Portgagors Iwelling and then fails to occupy said premises, then at the election of the Mortgages, the Mortgages shall have the right to declare all sums secured thereby immidiately due and payable, together with interest thereon at the Default Rate stated in the Note from the date of acceleration.

IN WITHESS WHEREOF, CALIA DEVELOP its corporate seal to be attixed	MENT CORPORATION has hereunto couled and this mortgage to be signed by its was President and this mortgage.	dent
Calia Development Corporation	By: Kut a getty Vice Propie	
	Morald Cinglin	
•	Attest: Koxalel (197)	· ·

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COURTY OF ILLINOIS) SS.	
the state aforesaid, DO HERENY CERTURY, THAT whose name(s) is/are subscribed to the foregoing instrument,	the same porson(s)
this day in person and acknowledged that signed and instrument as free and voluntary act, for the uses set forth, including the release and waiver of the right of he GIVEN under my hand and Notarial Seal, this day of A.D. 19	mestead,
N.U. 13	
-My commission expires	Public
O _j c C	
STATE OF ILLINOIS,) COUNTY OF COOK I, the undersigned, a Notaty Public, in State aforesaid, DO HERBBY CERTIFY THAT . PAREKT CARPATETT to me to be the Fice President of CALIA DEVELOPMENT CORPORATION	♥personally known
and	es are subscribed to d severally acknowledged ad and delivered the said y of said corporation and thereto, pursuant to
authority given by the Board of Directors of said corporation therein set forth. Given under my hand and notarial seal this	e) Outy 1.85.

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