

THIS MORTGAGE IS A THIRD MORTGAGE AS TO PARCELS 1 AND 2.

UNOFFICIAL COPY MORTGAGE 3499185

03299185

THE UNDERSIGNED, Mario Gambino and Lucia Gambino, his Wife and Guiseppe Gambino and Leonarda Gambino, his Wife

of the _____ of _____, County of _____, State of Illinois, hereinafter referred to as Mortgagor, does hereby mortgage and warrant to GOLF MILL STATE BANK, a Illinois banking association, having as its principal office in the Village of Niles, County of Cook, State of Illinois, hereinafter referred to as the Mortgagee, the following real estate in the County of Cook, in the State of Illinois, to wit:

SEE EXHIBIT "A" ATTACHED HERETO AND HEREBY MADE A PART HEREOF FOR LEGAL DESCRIPTION

*at the rate of Twelve (12.0%) Percent Per Annum

**interest only on the unpaid principal balance remaining from time to time

Property of COOK COUNTY CLERK'S OFFICE

commonly known as: 309 N. Westgate Mt. Prospect, Il., Parcel 3 and 1000 N. Western Ave, Park Ridge, Il. Parcel 1 and 2.

Together with all buildings, improvements, fixtures or appurtenances now or hereafter erected hereon or placed therein, including all 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 other services, and any other thing now or hereafter therein or thereon, the furnishing of which by lessors to lessees is customary or appropriate, including screens, window shades, storm doors and windows, floor coverings, screen doors, in-a-door beds, awnings, stoves, water heaters, refrigerators, washing machines, clothes dryers, and all other such appliances (all of which are intended to be and are hereby declared to be a part of said real estate whether physically attached thereto or not); and also together with all easements and the rents, issues and profits of said premises which are hereby pledged, assigned, transferred and set over unto the Mortgagee, whether now due or hereafter to become due as provided herein. The Mortgagee is hereby subrogated to the rights of all mortgagees, lienholders and owners paid off by the proceeds of the loan hereby secured.

TO HAVE AND TO HOLD the said property, with said buildings, improvements, fixtures, appurtenances, apparatus and equipment, unto said Mortgagee forever for the uses herein set forth, free from all rights and benefits under the Homestead Exemption Laws of the State of Illinois, which said rights and benefits said Mortgagor does hereby release and waive.

TO SECURE (1) The payment of a Note executed by the Mortgagor to the order of the Mortgagee bearing even date herewith in the principal sum of ONE HUNDRED TWENTY-THREE THOUSAND FIVE HUNDRED & NO/100 Dollars (\$ 123,500.00--), which Note, together with interest thereon as therein provided, is payable in monthly installments of ** Dollars (\$) commencing the 24th day of March, 19 86, which payments are to be applied, first, to interest, then to any unpaid escrow and the balance to principal, until said indebtedness is paid in fully (2) The performance of other agreements in said Note, which is hereby incorporated herein and made a part hereof, and which provides, among other things, for an additional monthly payment of one-twelfth (1/12) of the estimated annual taxes (unless the Mortgagor has pledged an interest bearing savings account to satisfy estimated taxes) assessments, insurance premiums and other charges upon the mortgaged premises; (3) any future advances as hereinafter provided; and (4) The performance of all of the covenants and obligations of the Mortgagor to the Mortgagee, as contained herein and in said Note, except that the final installment of both principal and interest, if not sooner paid shall be due on the 24th day of August, 1986;

THE MORTGAGOR COVENANTS:

A. (1) To pay said indebtedness and the interest thereon as herein and in said Note provided, or according to any agreement extending the time of payment thereof; (2) To pay when due and before any penalty attaches thereto all taxes, special taxes, special assessments, water charges, and sewer service charges against said property (including

3/4/86 note identified LOCAL PROPERTY AND OTHER PROPERTY

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F. 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 Mortgagor, or if the Mortgagor shall make an assignment for the benefit of his creditors or if his property be placed under control or in custody of any court, or if the Mortgagor abandons any of said property or in the event of the transfer of, or agreement to transfer, any right, title or interest in said property or any portion thereof, or if the Mortgagor fails to complete within a reasonable time any building or other improvement or at any time in process of erection upon said premises, or if the Mortgagor fails to perform any of the covenants herein contained or any other obligation or loan to

E. In the event the undersigned transfers the title or any part thereof or any interest therein, legal or equitable, or if the undersigned executes Articles of Agreement for Deed, a Contract of Sale for the property described in this Mortgage, or upon assignment of the beneficial interest of the trust under which title to said property is or shall be held, to any person, corporation, or entity other than to the undersigned, the then balance of principal and interest hereunder remaining unpaid shall immediately become due and payable, and upon demand by the holder of the Note, the undersigned promises to pay the same forthwith.

D. That in the event the ownership of said property or any part thereof becomes vested in a person other than the Mortgagor, the Mortgagor may, without notice to the Mortgagor, deal with such successor's interest with reference to this Mortgage and the debt hereby secured in the same manner as with the Mortgagor, and may forbear to sue or may extend time for payment of the debt, secured hereby, without discharging or in any way affecting the liability of the Mortgagor hereunder or upon the debt hereby secured.

C. 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 a later date or having been advanced shall have been repaid in part and further advances made at a later date.

B. That in case of failure to perform any of the covenants herein, Mortgagor may do on Mortgagor's behalf every- things so covenanted; that said Mortgagor may also do any act it may deem necessary to protect the lien hereof, that Mortgagor will repay upon demand any moneys paid or disbursed by Mortgagor for any of the above purposes and such moneys together with interest thereon at 14.0% percent per annum shall become so much additional indebtedness secured by this Mortgage with the same priority as the original indebtedness and may be included in any decree 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 Mortgagor to inquire into the validity of any lien, encumbrance or claim in advancing moneys for any purpose nor to do any act hereunder, and the Mortgagor shall not incur any personal liability because of anything it may do or omit to do hereunder.

A. That in case of failure to perform any of the covenants herein, Mortgagor may do on Mortgagor's behalf every- thing so covenanted; that said Mortgagor may also do any act it may deem necessary to protect the lien hereof, that Mortgagor will repay upon demand any moneys paid or disbursed by Mortgagor for any of the above purposes and such moneys together with interest thereon at 14.0% percent per annum shall become so much additional indebtedness secured by this Mortgage with the same priority as the original indebtedness and may be included in any decree 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 Mortgagor to inquire into the validity of any lien, encumbrance or claim in advancing moneys for any purpose nor to do any act hereunder, and the Mortgagor shall not incur any personal liability because of anything it may do or omit to do hereunder.

reason of the Mortgage.

proceeding which in the opinion of the Mortgagor affects its security hereunder, and to pay all costs, expenses and attorney's fees incurred or paid by the Mortgagor in any proceeding in which it may be made a party defendant by or improvements now or at any time in process of erection upon the said premises; (12) To appear in and defend any or upon any buildings or improvements on said property; (11) To complete within a reasonable time any buildings or improvements under which title is reserved in the vendor, or any apparatus, fixtures or equipment to be placed in lease or agreement under which title is reserved in the vendor, or any apparatus, fixtures or equipment, which it is now used, (b) any alterations, additions, demolition, removal or sale of any improvements, apparatus, appurtenances, fixtures or equipment now or hereafter upon said property, (c) any purchase on conditional sale, which it is now used, (d) any alterations, additions, demolition, removal or sale of any improvements, apparatus, appurtenances, fixtures or equipment now or hereafter upon said property, (e) any purchase on conditional sale, with respect to mortgaged premises and the use thereof; (10) Not to make, suffer or permit, without the written permis- sion of the Mortgagor being first had and obtained; (a) any use of the property for any purpose other than that for property nor to diminish or impair its value by any act or omission to act; (9) To comply with all requirements of law planned unit development; (8) Not to make, suffer or permit any unlawful use of or any nuisance to exist on said property nor to diminish or impair its value by any act or omission to act; (9) To comply with all requirements of law planned unit development; (8) Not to make, suffer or permit any unlawful use of or any nuisance to exist on said property nor to diminish or impair its value by any act or omission to act; (9) To comply with all requirements of law by-laws, regulations, and constituent documents governing said premises if the Mortgage is on a condominium or a by-laws, regulations, and constituent documents governing said premises if the Mortgage is on a condominium or a sions of any lease; (13) This Mortgage is on a leasehold; (7) To perform all obligations under any declaration, covenant, mechanics or other lien or claim of lien not expressly subordinated to the lien hereof; (6) To comply with the provi- destruction or damage; (5) To keep said premises in good condition and repair, without waste, and free from any unless Mortgagee elects to apply on the indebtedness secured hereby the proceeds of any insurance covering such promptly complete the rebuilding or restoration of buildings and improvements now or hereafter on said premises, continue until said indebtedness is paid in full; (4) Immediately after destruction or damage, to commence and restoration of the property or upon the indebtedness hereby secured in its discretion, but monthly payments shall Mortgagee for such purpose; and the Mortgagee is authorized to apply the proceeds of any insurance claim to the Mortgagee agrees to sign, upon demand, all receipts, vouchers and releases required of it to be signed by the loss, receipts, vouchers, releases and acquittances required to be signed by the insurance companies, and the sioner's deed; and in case of loss under such policies, the Mortgagee is authorized to adjust, collect and compromise in its discretion all claims thereunder and to execute and deliver on behalf of the Mortgagor all necessary proofs of certificate of sale, owner of any deficiency, any receiver or redemption, or any grantee in a Master's or Commis- usual clause making them payable to the Mortgagor; and in case of foreclosure sale payable to the owner of the Mortgage; such insurance policies shall remain with the Mortgagor during said period or periods, and contain the of redemption, for the full insurable value thereof, in such companies and in such form as shall be satisfactory to the Mortgagee may require, until said indebtedness is fully paid, or in case of foreclosure, until expiration of the period the Mortgagee may require to be insured against; and to provide public liability insurance and such other insurance as those theretofore due), and to furnish Mortgagor, upon request, duplicate receipts therefor, and all such items ex- tended against said property shall be conclusively deemed valid for the purpose of this requirement; (3) To keep the improvements now or hereafter upon said premises insured against damage by fire, and such other hazards as the Mortgagor may require to be insured against; and to provide public liability insurance and such other insurance as

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RIDER TO THE MORTGAGE DATED FEBRUARY 24, 1986 MADE BY MARIO GAMBINO AND LUCIA GAMBINO AND GUISEPPE GAMBINO AND LEONARDA GAMBINO TO GOLF MILL STATE BANK.

This Loan is further secured by a Collateral Assignment of the Beneficial Interest in to and under that certain land trust identified as Chicago Title and Trust Company, Trust Number 1086747, which land trust holds title to the property commonly known as 1486 Oakton, Des Plaines, Il. as evidenced by a Security Agreement bearing even date herewith made by Mario Gambino and Lucia Gambino to Golf Mill State Bank(" Security Agreement"). Any default under the Security Agreement shall constitute a default hereunder.

Mario Gambino
Mario Gambino

Lucia Gambino
Lucia Gambino

Giuseppe Gambino
Giuseppe Gambino

Leonarda Gambino
Leonarda Gambino

Property of Cook County Clerk's Office

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Exhibit "A"

Parcel 1: Lots 22 and 23 in Block 1 in Park Ridge Golf View a Subdivision of the South 10 acres of the East half of the South East quarter of the South East quarter of Section 22, Township 41 North, Range 12, East of the Third Principal Meridian:

Parcel 2: The South half of vacated alley North and adjoining lots 22 and 23 in Block 1 in Park Ridge Golf View aforesaid, Park Ridge, Cook County, Illinois

Property Address: 1000 N. Western Ave., Park Ridge, Il.

Tax I.D. #09-22-414-036

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Parcel 3: Lot 11 (except the North 165.36 feet thereof; and except the East 366.0 feet of that part lying South of the North 165.36 feet thereof) In C.A. Goetz' Prospect Gardens, being a subdivision of the West 1/2 of the West 1/2 of the Southeast 1/4, together with the East 2/3 of the North 3/4 of the Northeast 1/4 of the Southwest 1/4 of Section 35, Township 42 North, Range 11, East of the Third Principal Meridian, in Cook County, Illinois.

Property Address: 309 N. Westgate, Mt. Prospect, Il.

Tax I.D. #03-35-401-061

Cook County Clerk's Office

the Mortgagee, then and in any and all events the Mortgagee is hereby authorized and empowered, at its option, and without affecting the lien hereby created or the priority of said lien or any right of the Mortgagee hereunder, to declare, without notice all sums secured hereby immediately due and payable, whether or not such default be remedied by the Mortgagor, and apply toward the payment of said Mortgage indebtedness any indebtedness of the Mortgagee to the Mortgagor and the Mortgagee may also immediately proceed to foreclose this Mortgage, and in any foreclosure a sale may be made of the premises enmasse without offering the several parts separately. That in the event that the ownership of said property, or any part thereof, becomes vested in a person other than the Mortgagor and any part of the sums secured hereby remain unpaid, and in the further event that the Mortgagee does not elect to declare such sums immediately due and payable, the Mortgagor shall pay a reasonable fee to the Mortgagee to cover the cost of amending the records of the Mortgagee to show such change of ownership.

G. That upon the commencement of any foreclosure proceeding hereunder, the court in which such bill is filed may, at any time, either before or after sale, and without notice to the Mortgagor, or any party claiming under him, and without regard to 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 said premises during the pendency of such foreclosure suit and the statutory period of redemption, and such rents, issues and profits, when collected, may be applied before as well as after the sale, towards the payment of the indebtedness, 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 decree whether there be a decree 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 be issued, until the expiration of the statutory period during which it may be issued, and no lease of said premises shall be nullified by the appointment or entry in possession of a receiver but he may elect to terminate any lease junior to the lien hereof; and upon foreclosure of said premises, there shall be allowed and included as an additional indebtedness in the decree of sale all expenditures and expenses together with interest thereon at the rate of 14.0 % per annum, which may be paid or incurred by or on behalf of Mortgagee for attorneys' fees, Mortgagee's fees, appraiser's fees, outlays for exhibits attached to pleadings, documentary and expert evidence, stenographer's fee, court costs, publication costs and costs (which may be estimated as to and include items to be expended after the entry of the decree) of procuring all such abstracts of title, title searches, examinations and reports, guaranty policies, Torrens certificates and similar data, and assurances with respect to title as mortgagee may reasonably deem necessary either to prosecute such suit or to evidence to bidders at any sale held pursuant to such decree the trust title to or value of said premises; all of which aforesaid amounts together with interest as herein provided shall be immediately due and payable by the Mortgagor in connection with (a) any proceeding, including probate or bankruptcy proceedings to which either party hereto shall be a party by reason of this Mortgage or the Note hereby secured; or (b) preparations for the commencement of any suit for the foreclosure hereof after the accrual of the right to foreclose, whether or not actually commenced; or (c) preparations for the defense of or intervention in any threatened or contemplated suit or proceeding which might affect the premises or the security hereof, whether or not actually commenced. In the event of a foreclosure sale of said premises there first shall 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.

H. In case the mortgaged property, or any part thereof, shall be taken by condemnation, the Mortgagee is hereby empowered to collect and receive all compensation which may be paid for any property taken or for damages to any property not taken and all condemnation compensation so received shall be forthwith applied by the Mortgagee as it may elect, to the immediate reduction of the indebtedness secured hereby, or to the repair and restoration of any property so damaged, provided that any excess over the amount of the indebtedness shall be delivered to the Mortgagor or his assignee.

I. All easements, rents, issues and profits of said premises are pledged, assigned and transferred to the Mortgagee, whether now due or hereafter to become due, under or by virtue of any lease 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 merged in any foreclosure decree, and (b) to establish an absolute transfer and assignment to the Mortgagee 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 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 said premises, buy furnishings and equipment therefor when it deems necessary, purchase adequate fire and extended coverage and other forms of insurance as may be deemed advisable and in general exercise all powers ordinarily incident to absolute ownership, advance or borrow money necessary for any purpose herein 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 indebtedness 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 decree of foreclosure, and on the deficiency in the proceeds of sale, if any, whether there be a decree in person therefor or not. Whenever all of the indebtedness secured hereby is paid, and the Mortgagee,

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STATE AND CITY ADDRESS

NAME

MAIL TO

3499185

3499185

MAR 4 11 45 AM '86

2-26-7571

BFC FORM 71243

Niles, IL 60648

9101 Greenwood Ave.
Coff Mill State Bank

Submitted by
Address
Promised
Deliver certificate

THIS INSTRUMENT PREPARED BY:

No. 1086186

GIVEN under my hand and Notarial Seal this _____ day of _____ A.D. 1986

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, do hereby certify that ~~Luca Gambino and Lucita Gambino, his wife and Giuseppe Gambino and Leonard Gambino, his wife~~ personally known to me to be the same person or persons whose name or names is or 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 free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of all rights under any homestead, exemption and valuation laws.

STATE OF ILLINOIS)
) SS.)
) COUNTY OF COOK)

~~Giuseppe Gambino~~ (SEAL)
~~Leonarda Gambino~~ (SEAL)
~~Luca Gambino~~ (SEAL)
~~Lucita Gambino~~ (SEAL)
~~Mario Gambino~~ (SEAL)

IN WITNESS WHEREOF, we have hereunto set our hands and seals this 24th day of February, A.D. 1986.

K. The undersigned further agree to promptly pay to Mortgagee a delinquency charge on each installment unpaid for a period of ten (10) days past its due date, equal to 5% percent of the installment or \$ 10.00 whichever is less, more. The provisions of the rider which is attached hereto are hereby made a part hereof.

J. That each right, power and remedy herein conferred upon the Mortgagee is cumulative of each other right or remedy of the Mortgagee, whether herein or by law conferred, and may be enforced concurrently therewith, that no waiver by the Mortgagee of performance or any covenant herein or in said obligation contained shall thereafter in any manner affect the right of Mortgagee to require or 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 feminine and the neuter and the singular number, as used herein, shall include the plural; that all rights and obligations under this Mortgage shall extend to and be binding upon the respective heirs, executors, administrators, successors and assigns of the Mortgagee, and the successors and assigns of the Mortgagee; and that the powers herein mentioned may be exercised as often as occasion therefore arises.

The undersigned further agree to promptly pay to Mortgagee a delinquency charge on each installment unpaid for a period of ten (10) days past its due date, equal to 5% percent of the installment or \$ 10.00 whichever is less, more. The provisions of the rider which is attached hereto are hereby made a part hereof.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this 24th day of February, A.D. 1986.

BOX 928/1086186

INTEREST