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3620289

Loan No. _____

MORTGAGE

THE ABOVE SPACE FOR RECORDER'S USE ONLY

THIS INDENTURE, made March 18, 1987, between James J. Gerardi and
Julia E. Gerardi, his wife

(herein referred to as "Mortgagors,") and GLADSTONE-NORWOOD TRUST & SAVINGS BANK, a banking corporation organized under the laws of the State of Illinois, doing business in Chicago, Illinois, (herein referred to as "Mortgagee,") WITNESSETH

THAT WHEREAS Mortgagors are justly indebted to Mortgagee in the sum of Fifty-thousand and 0/100ths dollars (\$55,000.00) evidenced by a certain Promissory Note of even date herewith executed by Mortgagors, payable to the order of the Mortgagee and delivered, by which Note Mortgagors promise to pay said principal sum and interest on the balance of principal remaining from time to time unpaid at the rate of Eleven and 875/1000ths per cent 11-7/8 per annum prior to maturity, at the office of Mortgagee in Chicago, Illinois, in 12 successive monthly installments commencing April 18, 1987, and on the same date of each month thereafter, all except the last of said installments to be in the amount of \$ Interest only each, and said last installment to be the entire unpaid balance of said sum, together with interest on the principal of each installment after the original maturity date thereof at 12-7/8 per annum; together with all costs of collection, including reasonable attorneys' fees, upon default, (hereinafter referred to as the "Note"),

NOW, THEREFORE, the Mortgagors to secure the payment of said Note in accordance with its terms and the terms, provisions and limitations of this Mortgage, and all extensions and renewals thereof, and for the further purpose of securing the payment of any and all obligations, indebtedness and liabilities of any and every kind now or hereafter owing and to become due from the Mortgagors or any of them to the Mortgagee or to the holder of said Note or to the Assignee of the Mortgage during the term of this mortgage, howsoever created, incurred, evidenced, acquired or arising, whether under the Note or this mortgage or under any other instrument, obligation, contract or agreement of any and every kind now or hereafter existing or entered into between the Mortgagors or any of them and the Mortgagee or otherwise and whether direct, indirect, primary, secondary, fixed or contingent, together with interest and charges as provided in said Note and in any oral agreements made by and between the parties herein, and including all present and future indebtedness incurred or arising by reason of the guarantee to Mortgagee by Mortgagors or any of them of present or future indebtedness or obligations of third parties to Mortgagee, and of present and future indebtedness originally owing by Mortgagors or any of them to third parties and assigned by said third parties to Mortgagee, and any and all renewals or extensions of any of the foregoing, and the performance of the covenants and agreements herein contained, by the Mortgagors to be performed, and also in consideration of One Dollar in hand paid, the receipt whereof is hereby acknowledged, do by these presents Mortgage and Warrant to the Mortgagee, its successors and assigns, the following described Real Estate in the County of Cook and State of Illinois, to wit:

Lot 294 in Timbercrest Woods Unit No. 5, being a subdivision in the Southeast $\frac{1}{4}$ of Section 21 and the Southwest $\frac{1}{4}$ of Section 22, both in Township 41 North, Range 10, East of the Third Principal Meridian, Cook County, Illinois.

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330 Evergreen Ct. Schaumburg, Il. 60172

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

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, indoor 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 hereinafter placed on the premises by the Mortgagors or their successors shall be considered as constituting part of the real estate.

TO HAVE AND TO HOLD the premises unto the Mortgagee, its successors and assigns, forever, for the purposes herein set forth, free from all rights and benefits under and by virtue of the Homestead Exempt on Laws of the State of Illinois, which said rights and benefits the Mortgagors do hereby expressly release and waive.

This Mortgage consists of two pages. The covenants, conditions and provisions, appearing on page 2 (the reverse side hereof) among other things, require Mortgagors to keep the premises in repair, insured and free of liens and to pay and discharge prior liens and taxes, provide that if not paid by Mortgagors, the costs of such repairs, insurance, prior liens and taxes paid by Mortgagee constitute additional indebtedness secured hereby, provide for tax and insurance deposits, for acceleration of maturity of the Note and foreclosure hereof in case of default and for the allowance of Mortgaged's attorney's fees and expenses of foreclosure, and are incorporated herein by reference, are a part hereof, and shall be binding on the Mortgagors and those claiming through them.

In the event Mortgagors sell or convey the premises, or if the title thereto or any interest therein shall become vested in any manner whatsoever in any other person or persons other than Mortgagors, Mortgagee shall have the option of declaring immediately due and payable all unpaid installments on the Note and enforcing the provisions of this Mortgage with respect thereto unless prior to such sale or conveyance Mortgagee shall have consented thereto in writing and the prospective purchasers or grantees shall have executed a written agreement in form satisfactory to the Mortgagee assuming and agreeing to be bound by the terms and conditions of said Note and this Mortgage.

Signed and sealed by the Mortgagors the date first above written.

(SEAL)

James J. Gerardi

(SEAL)

Julia E. Gerardi

(SEAL)

STATE OF ILLINOIS)
COUNTY OF Cook) ss
in the State aforesaid, DO HEREBY CERTIFY THAT James J. Gerardi & Julia E. Gerardi, his wife
who are personally known to me to be the same person as whose name is 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 all rights under any homestead, exemption and valuation
laws.

GIVEN under my hand and Notarial Seal this 18th day of March 1987.

This document prepared by

Nina D. Gaspich

GLADSTONE NORWOOD TRUST & SAVINGS BANK

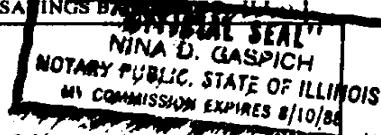
FOR RECORDER'S INDEX PURPOSES INSERT STREET ADDRESS OF
ABOVE DESCRIBED PROPERTY HERE

330 Evergreen Ct.

Schaumburg, Il. 60172

G/N 131 use with G/N 130

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Page 2

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

1. Mortgagor, covenants and agrees to pay said indebtedness and the interest thereon at least once in each year, or as provided, or as contingencies may require, during the time of payment thereof; (2) To pay when due and before any penalties attach thereto to all taxes, special assessments, water charges, and other service charges against the premises (including taxes heretofore due), and to furnish Mortgagor, upon request, duplicate receipts therefor, and all documents extended against said premises 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 liability insurance and such other insurance as the Mortgagor may require, until said indebtedness is fully paid, or in case of foreclosure, until exhaustion of the period of redemption, for the full amount of value thereof, in such companies, and in such form, as shall be satisfactory to the Mortgagor, such insurance policies shall remain with the Mortgagor during said period or periods, and contain the usual clause waiving action to the Mortgagor, making them payable to the Mortgagor, and in case of foreclosure sale payable to the owner of the certificate of sale, owner of any deficiency, any receiver or redemptioner, or any grantee in a deed, and in case of loss under such policies, the Mortgagor is authorized to adjust, collect, and compromise, in its discretion, all claims therewith and to execute and deliver on behalf of the Mortgagor, all rights, powers, and remedies given to it by such policies, including the right to sue, demand, recover, and collect, and the releases required of them to be signed by the insurance company, and to cause the Mortgagor to be authorized to apply the proceeds of any insurance claim to the restoration of the premises or upon the indebtedness secured thereby; (4) That monthly payments shall continue until said indebtedness is paid in full; (5) In the event of any destruction or damage to, or loss or damage to, or damage to, or damage to, complete the rebuilding or reconstruction of buildings and improvements now or hereafter on said premises, unless Mortgagor elects to apply to the indebtedness secured hereby the sum(s) of any insurance covering such destruction or damage; (6) To keep said premises in good condition and repair, and free from any encroachments, or any use of any portion of the premises not expressly subrogated in writing to the use herein; (7) Not to make, suffer, or permit any unlawful use of or any nuisance to exist on said premises but in no damage or impairment of value by any act of negligence to act; (8) To comply with all requirements of law with respect to the premises, and the use thereof; (9) Not to make, suffer, or permit, without the written permission of the Mortgagor, being first had and obtained, for any use of the premises for the purpose that that for which it was used; (10) After abatement of the improvements, apparatus, appliances, fixtures or equipment to be placed in or upon any building or improvement or real premises; (11) To pay the premiums of Mortgagee's insurance covering this mortgage when required by Mortgagor pursuant to its written communications; and (12) To pay when due any indebtedness which may be incurred by a lessee or charge upon the premises, superior to the lien hereof, and upon receipt, exhibit satisfactory evidence of the discharge of such prior liens to Mortgagor.

2. In addition to the monthly payments of principal and interest payable under the terms of the Note, when requested by the holder of the Note, such sum as may be specified for the purpose of establishing a reserve for the payment of item(s) of fire insurance and such other hazards as shall be required hereunder covering the mortgaged property, and for the payment of taxes and special assessments occurring on the property, shall be remitted to the holder of the Note, such sum to be held by the holder of the Note without any allowance for interest, for the payment of said premiums, taxes and special assessments, provided that such request, whether or not complied with, shall not be construed to affect the obligations of the Mortgagor to pay said premiums, taxes and special assessments, and to keep the mortgaged premises insured against loss or damage by fire or lightning; it, however, payments made hereunder for taxes, special assessments and insurance premiums shall not be sufficient to pay the amounts necessary as they become due, then the Mortgagor shall pay the necessary amount to make up the deficiency. If amounts collected for the purpose aforesaid exceed the amount necessary to make such payments, such excess shall be credited or otherwise applied for these purposes in the order made by Mortgagor.

3. The right is granted to make prepayments on principal of the Note, upon payment of a premium, if any, and without notice or other requirements, except as may be required by the Note.

4. Mortgagor may collect a late charge equal to one tenth (1/10th) of one percent (1%) on the unpaid balance of the indebtedness hereby secured for each applicable monthly payment of principal, interest, taxes, special assessments, insurance premiums, or other charges, more than twenty (20) days in arrears, to cover the extra expense involved in handling such amounts.

5. Mortgagor and the Mortgagor may collect costs of collection service at the Mortgagor's discretion, in connection with any dispute as to the property securing the debt or in connection with the collection of any reasonable attorney's fees incurred shall be added to and become part of the debt hereinafter. Any costs, expenses reasonably incurred in the collection of this mortgage and sale of the property securing the same and in connection with any other dispute, including collection and defense costs, including reasonably increased amounts to conclude the transaction, shall be added to and become part of the debt hereby secured. Any amount so paid to the Mortgagor to collect debts or demands, and if not paid, shall be included in any subsequent judgment(s) a part of the debt.

6. All mortgage debt and shall be reduced to the amount of the indebtedness as of the date of the judgment or decree.

7. In the case of defaults there has occurred, but need not, any partial or partial payment of principal or interest on any contract, note, bond, or other instrument of credit or other proof of title, and before, or before the same has been paid off, any other person, including attorney's fees, and any other expenses advanced by Mortgagor, in its discretion to protect the Note and the indebtedness, by an order of court or decree, or otherwise, shall be liable for the amount of any judgment or decree, and with interest thereon from the date of the judgment or decree at the rate of six percent (6%) per annum, and such judgment or decree shall never be construed as a waiver of any rights accruing to it in account of any default hereunder on the part of Mortgagor.

8. Mortgagor, making any payment, partly or otherwise, in full or in part, of any taxes, assessments, or other charges, may do so according to his best judgment, ultimate procedure, appropriate public office without incurring the Note, or of such bill, statement or estimate or lose the validity of any tax, assessment, sale, forfeiture, tax, fine, or similar charge.

9. At the option of the Mortgagor, and without notice or demand, all said indebtedness secured by this Mortgage, shall, notwithstanding anything in the Note or in this Mortgage to the contrary, become due and payable, immediately in the case of default in making payment of any indebtedness on the Note or on any other obligation secured hereby, or when default shall occur and continue for three days after the performance of any other agreement of the Mortgagor herein contained.

10. The holder of this Mortgage, or either of them, may commence the appointment of a receiver, master, or liquidator of all or a substantial part of Mortgagor's assets, or the holder may file a bankruptcy or insolvency, or file a voluntary petition in bankruptcy, or administer, or make a general arrangement for the benefit of creditors, or file a proceeding under, seeking reorganization or arrangement with creditors, or to take advantage of any insolvency laws; (b) file an answer admitting the material allegations of a petition filed against Mortgagor in any bankruptcy, reorganization, or arrangement proceedings, or (c) take and act for the purpose of effecting any of the foregoing, (d) in any order, judgment or decree to be entered upon an application for the appointment of a receiver, master, or liquidator of all or a substantial part of the Mortgagor's assets, and such order, judgment or decree shall continue unbroken and in effect for a period of 30 consecutive days, the holder of the Note may declare the Note forthwith due and payable, whereupon the principal and interest accrued on the Note and all other sums hereby secured, shall become forthwith due and payable as of all of the said sums of money so secured hereby had matured prior to its institution. Furthermore, if these like proceedings should be instituted against the premises upon any other law or claim, the Mortgagor may at its option immediately upon institution of such suit, or during the pendency thereof, declare this Mortgage and the indebtedness secured hereby due and payable forthwith and may at its option proceed to foreclose on this Mortgage.

11. When the indebtedness hereby secured shall become due, whether by acceleration or otherwise, Mortgagor 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 debt, interest on the decree for sale, all expenditures and expenses which may be paid or incurred by or on behalf of Mortgagor for attorney's fees, appraisers' fees, outlays for documents and expert evidence, stenographers' charges, publications, costs and expenses (which may be estimated as to items to be expended after entry of the decree), costs of all such abstracts of title, title searches, and examinations, guarantee policies, Tortious certificates and similar data and assurances with respect to title to all Mortgagor's assets deemed 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 or the value of the premises. All expenditures and expenses of this kind and nature shall become as much additional indebtedness secured hereby and immediately due and payable with interest thereon at the rate of one percent (1%) per annum, when paid or incurred by Mortgagor in connection with any such proceeding, including probate and bankruptcy proceedings, in which Mortgagor shall be a party, either as plaintiff, claimant or defendant, by reason of this Mortgage or any indebtedness hereby secured, or in the preparation for the defense of any threatened suit or proceeding which might affect the premises or the security herein whether or not actually commenced, or in preparations for the commencement of any suit for the foreclosure herein after accrual of such right to foreclose whether or not actually commenced.

12. 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 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 surplus to Mortgagor, their heirs, legal representatives or assigns, as their right may appear.

13. Upon, or at any time after the filing of any suit to foreclose this Mortgage, the Court in which such suit is filed, may appoint a receiver of said premises. Such appointment may be made either before or after sale, without notice, without regard to the solvency or insolvency of Mortgagor, as 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 home or not, and the Mortgagor may be appointed as such receiver. Such receiver shall have power to collect the rents, issues and profits of said premises during the pendency of such receiver, and, in case of a sale and a deficiency, during the full statutory period of redemption, whether there be redemption or not, as well as during any further times when Mortgagor, except for the repossession of such receiver, would be entitled to collect such rents, issues and profits, and all other powers which may be necessary, save as usual in such cases for the protection (including insurance and repairs), possession, control, management and operation of the premises during the whole of said periods. The Court from time to time may authorize the receiver to apply the net income in his hands in payment in part or in part of (1) the indebtedness secured hereby as evidenced by any decree foreclosing this Mortgage, or any tax, special assessment or other lien which may be or become superior to the lien herein or of such decree, provided, such application is made prior to foreclosure sale; (2) the deficiency in case of a sale and deficiency.

14. The Mortgagor will not at any time insure, upon, or plead, in any manner whatsoever claim of fact, any benefit or advantage of any kind, or extension or moratorium law, any exemption from execution or sale of the premises, or any part thereof, wherever enacted, how or at any time hereafter, enacted, or which may affect the terms and covenants or the performance of this Mortgage, nor claim, take, or insist upon any benefit or advantage of any law, rule or regulation in force or hereafter enacted for the valuation or appraisal of the premises, or any part thereof, prior to any sale or sales thereof which may be made pursuant to any decree herein before or after the date of the decree, judgment, or order of any court of competent jurisdiction, and the Mortgagor hereby expressly waives all benefit or advantage of any such law, rule, and regulation, not to hinder, delay, or impede the execution of any power herein granted or delegated to the Mortgagor, but to suffer and permit the execution of all such powers as though no such law or laws had been made or enacted. The Mortgagor, for itself or its successors and all who may claim under it or them, waives, to the extent that it may lawfully do so, all right to have the mortgaged property marshaled upon any foreclosure herein.

15. No action for the enforcement of the lien or of any provision herein shall be subject to any defense which could not be good and available to the party instituting same in an action at law upon the Note.

16. In case the premises, or any part thereof, shall be taken by condemnation, the Mortgagor is hereby empowered to collect and receive all compensation which may be paid for any property in or for damages to any property not taken, and all condemnation compensation so received shall be forthwith applied by the Mortgagor 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.

17. All rents, rents, issues, and profits of the premises are pledged, assigned, and transferred to the Mortgagor, whether now due or hereafter to become due, under or by virtue of any lease or agreement for the use or occupancy of said premises, or any part thereof, whether said lease or agreement is written or verbal, and is the intention hereof (a) to pledge said rents, issues and profits on a parity with said real estate and not secondary and such pledge shall not be deemed illegal in any state, to close-out, decree, and (b) to establish an absolute transfer and assignment to the Mortgagor of all such leases and agreements and all the rents 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, to terminate or modify existing or future leases, and to collect rents, issues and profits, regardless of the time agreed, and use such measures, whether legal or equitable, as may deem proper, including collection of unpaid rentals, and the recovery of unpaid rents and profits, and the removal of all encumbrances, liens, and other interests in or to the premises, and the recovery of all losses, expenses, and other amounts which may be deflected, and in general exercise all powers ordinarily incident to absolute ownership, advance of money necessary for any purpose herein stated or to secure which a lien is hereby created on the premises and on the income therefrom which is prior to the lien of any other indebtedness herein secured, and out of the sum so received, reasonably compensation for itself, its agents, trustees, lessors, and from time to time apply any balance of income not in its sole discretion, needed for the aforesaid purposes, first in the interest which there be a decree in personam, thereafter or not. Should ever all of the indebtedness secured hereby be paid, and the Mortgagor, in its sole discretion, feel that there is no substantial unexecuted default in performance of the Mortgagor's agreements herein, the Mortgagor, on satisfaction evidence thereof, shall relinquish possession and pay to Mortgagor any surplus income in its hands. The possession of Mortgagor may continue until all indebtedness secured hereby is paid in full or until the delivery of a Deed pursuant to a decree foreclosing the lien herein, but if no deed be issued, then until the expiration of the statutory period during which it may be issued. Mortgagor shall have all powers, if any, which it might have had without this paragraph.

18. A reconveyance of said premises shall be made by the Mortgagor to the Mortgagor, on full payment of the indebtedness aforesaid, the performance of the covenants and agreements herein made by the Mortgagor, and the payment of the reasonable fees of said Mortgagor.

19. This Mortgage and all possessions hereof, shall extend to and be binding upon Mortgagor and all persons claiming under or through him, and the word "Mortgagor" 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.