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Loan No. 39045

This instrument was prepared by:
Russ Botwin, Commercial Loan Off.
CITIZENS BANK & TRUST COMPANY

(Name)
One S. Northwest Hwy.
Park Ridge, Illinois 60068

3648124

MORTGAGE

THIS MORTGAGE is made this 20th, day of APRIL, 1987, between the Mortgagor, EUGENE M CELLI AND GLORIA CELLI, his wife, married to each other (herein "Borrower") and the Mortgagee CITIZENS BANK & TRUST CO., a corporation organized and existing under the laws of State of Illinois, whose address is One South Northwest Hwy, Park Ridge, Illinois 60068 (herein "Lender").

WHEREAS, Borrower is indebted to Lender in the principal sum of ONE HUNDRED FIFTY THOUSAND AND 00/100 Dollars, which indebtedness is evidenced by Borrower's note dated April 20, 1987 (herein "Note"), providing for payment of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on April 20, 1992 ^{on}. Borrower shall pay to Lender a late charge of five percent (5%) on any installment of principal and interest not received when due.

TO SECURE to Lender (a) the repayment of the indebtedness evidenced by the Note, with interest thereon, the payment of all other sums, with interest thereon, advanced in accordance herewith to protect the security of this Mortgage, and the performance of the covenants and agreements of Borrower herein contained, and (b) the repayment of any future advances, with the interest thereon, made to Borrower by Lender pursuant to paragraph 21 hereof (herein "Future Advances"), Borrower does hereby mortgage, grant and convey to Lender the following described property located in the County of Cook, Illinois, State of Illinois:

Lot Twelve-----{12}
Lot Thirteen-----{13}

In Block One (1) in Volk Bros. Home Addition to Schiller Park, being a Subdivision of Lots 1 to 11, inclusive, in Wehrman's Addition to Kolze, being a Subdivision of that part of the East Half ($\frac{1}{2}$) of the South West Quarter ($\frac{1}{4}$) of Section 16, Township 40 North, Range 12, East of the Third Principal Meridian, lying South of Irving Park Boulevard, (except the South 417.42 feet of the East 660.25 feet thereof).

FCO

P.T.N. - 12-16-311-011- LOT 12
12-16-311-012 - LOT 13

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TOGETHER with all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances, rents, royalties, mineral, oil and gas rights and profits, water, water rights, and water stock, and all fixtures now or hereafter attached to the property, all of which, including replacements and additions thereto shall be deemed to be and remain a part of the property covered by this Mortgage; and all of the foregoing, together with said property (or the household estate if this Mortgage is on a household) are herein referred to as the "Property".

Borrower covenants that Borrower is lawfully seized of the estate hereby conveyed and has the right to mortgage, grant and convey the Property, that the Property is unencumbered, and that Borrower will warrant and defend generally the title to the Property against all claims and demands, subject to any declarations, easements or restrictions listed in a schedule of exceptions to coverage in any title insurance policy insuring Lender's interest in the Property.

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Any amounts disbursed by Lender pursuant to this Paragraph 7, with interest thereon, shall become additional indebtedness of Borrower to Lender under this Mortgagor.

7. Protection of Lenders' Security. It Borrower fails to perform the covenants and agreements contained in this Note, it limited to, embezzlement, misappropriation, or arrangements of proceedings involving a bankruptcy bankrupt of debtors, it Lender's option, upon notice to Borrower, may make such payments, disburse such sums and take such action as is necessary to protect Lender's interests, including but not limited to making premium payment upon the Property to make up the premium paid by Lender to maintain such insurance as a condition of making the loan secured by this Mortgage.

and supplements the requirements and agreements of this Mortgage as if the rider were a part hereof.

6. Preservation and Maintenance of Property; Lessees; Condominiums; Planned Unit Developments; Borrower shall keep the property in good repair and shall comply with all applicable laws or requirements of the property and shall not interfere with the enjoyment of the property by lessees, condominium owners, planned unit development owners or borrowers.

Understand and Borrower shall not extend or postpone the due date of the monthly installments referred to in Paragraphs 1 and 2 hereof or change the amount of such payments, the due date of which may otherwise agree in writing, any such application of proceeds to principal shall not exceed or any insurance policies and in aid to the proceeds thereof resulting from damage to the property prior to the date of acquisition shall pass to Lender to the extent of the sums received by this mortgage immediately prior to such sale of acquisition.

Under the insurance contract offers to settle a claim for insurance benefits, under a liability incurred to borrow from the insurance provider either to restore or repair the property or to live sums measured by this

lenders, investors, and borrowers of loans in the market make profits by pumping up the price of real estate.

All insurance policies and renewals thereafter shall be in form acceptable to Lender and shall include a standard mortgage clause in favor of and in form acceptable to Lender, including a provision requiring that the coverage evidence shall be terminable by Lender without notice to Lender, except as provided in the policy.

that such approach shall not be unreasonably withheld. All payments on interbank banking facilities shall be paid in the manner provided under paragraph 2 hereof or, if not paid in such manner by Borrower within fifteen (15) days after demand, when due, directly to the insurance carrier.

3. Hazard Insurance. Borrower shall keep the insurance policies in force and in full compliance with the terms of the Note and the Mortgagors' obligations under the Mortgages.

4. Charges: Leases, Borrower shall pay all taxes, assessments and other charges, fines and impositions attributable to the property which may arise in connection therewith, and shall bear the expense of repairing, maintaining, and repairing the property or any part thereof.

3. Application of Payments. Unless law provides otherwise, all payments received by lesnder under the Note and principal & interest, when so applied by lesnder first in payment of amounts payable to lessnder by Burrower under par-

If upon payment in full of all sums secured by this Mortgage, Lender shall promptly refund to Borrower any funds held by Lender as a credit against the sums secured by this Mortgage.

expenses, insurance premiums and ground rents as they stand, based on extra expenses incurred, at Borrower's option, after prompt payment to Borrower or credit to Borrower on monthly installments of \$1,000, shall not be sufficient to pay taxes, assessments and ground rents as they stand, based on extra expenses incurred, at Borrower's option, after prompt payment to Borrower or credit to Borrower on monthly installments of \$1,000, within 30 days from the date notice is mailed by Lender to Borrower and amount necessary to make up the deficiency within 30 days from the date notice is mailed by Lender to Borrower and prompt payment.

university programs and research grants, under my direction and supervision, I have conducted numerous research projects, primarily in the fields of education and psychology. I have also served as a consultant to various educational institutions and organizations, providing advice and guidance on a wide range of topics related to education and psychology.

out-of-pocket cost of carrying premises instruments off-site temporarily and from time to time by third parties or by themselves, if so required by law.

2. Funds for Taxes and Intangibles. Subject to applicable law or to a written waiver by the Borrower, the Borrower shall pay to the Bank, during each calendar year, an amount equal to the sum of the amounts of the following:

1. **Principles of Principled and Imprecise Decision Making** (with S. D. Thompson)

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19. Rotowers. Right to Remodel. Notwithstanding orders, a reconstruction of one's time mortgagors shall have the right to have any proceedings begun by Lender to enforce this Mortgage Agreement discontinued at any time prior to entry of a judgment setting aside Mortgagor's title.

18. Acceleration shall include any movement of the Borrower to pay when due any sums secured by this Mortgage, including upon Borrower's breach of any covenant or agreement with the Lender prior to acceleration, or upon Borrower's failure to pay when due any sum due and payable from the date of acceleration to the date of payment, plus interest thereon at a rate of 14% per annum, plus all costs of collection, including attorney's fees, and costs of documentation, attorneys' fees, and costs of defense, arbitrators and title reporter.

NON-UNIFORM GOVERNANTS, however, and under rather covetous and avarice as follows:

If Lender exercises such option to accelerate, Lender shall mail Borrower notice of acceleration within 14 business days after Lender has provided a period of not less than 30 days from the date the notice is mailed without further notice or demand on Borrower, invoke any remedies permitted by paragraph 18 hereof.

16. Borrower's Copy. Borrower shall be furnished a copy of this Note and of this Mortgage at the time of execution or recording thereof.

15. Uniform Mortgages; Governing Law; Severability: This form of mortgage combines uniform coverage for real estate and non-antitrust convenants with limited variability by inserting a condition in which the Note will be governed by state law without affecting other provisions of the Note.

14. NOTICE: Except as otherwise provided for in this Agreement, notice shall be given in writing in accordance with the provisions of Section 14 of the California Civil Code.

Paragraph 7 however, shall injury to, the respective successors and assigns of Lender and Borrower, subject to the provisions of paragraph 11, and the right to demand and receive payment of all amounts due to it by virtue of such assignment, shall be retained by Lender.

otherwisewise afforsed, as applicable to law, shall not be a waiver of or preclude the exercise of any such right or remedy, if the pro-
curerment of injunctive or other relief by law under this section shall not be a waiver of a waiver of a waiver of a right to
accelerate the maturity of the indebtedness measured by the time when the debt becomes due.

Mortgage by reason of any demand made by the original Borrower and holderover, succeeded in Interests.

10. Borrower Not Released. Extension of time for payment or modification of amortization of the amount accrued by Mortgagor granted by Lender to any successor in interest of Borrower shall not operate to commence proceedings by Lender against Borrower and Mortgagor in action, if Lender shall not be required to commence proceedings

Participate the due date of the monthly instalments referred to in paragraph 1 and 2 hereof or change the amount of such instalment.

Under no circumstances will the Company be liable for any damages arising from the use of the services or products provided by the Company, including but not limited to, direct, indirect, incidental, special, punitive, or consequential damages, or any damages for loss of profits, losses, data, or other damages.

market value of the Property immediately prior to the date of taking, with the balance of the proceeds paid to Borrower.

and academician or other ranking of the Property, or part thereof, or for convenience in lieu of condominium, are hereby assigned and shall be paid to Lender.

B. Condominium Award. The proceeds of any award or claim for damages, direct or consequential, in connection with any suit relating to the Barrosoe's title to the property, provided that such award or claim is made by a court of competent jurisdiction and is final and non-appealable.

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other covenants or agreements of Borrower contained in this Mortgage; (c) Borrower pays all reasonable expenses incurred by Lender in enforcing the covenants and agreements of Borrower contained in this Mortgage and in enforcing Lender's remedies as provided in paragraph 18 hereof, including, but not limited to, reasonable attorney's fees; and (d) Borrower takes such action as Lender may reasonably require to assure that the lien of this Mortgage, Lender's interest in the Property and Borrower's obligation to pay the sums secured by this Mortgage shall continue unimpaired. Upon such payment and cure by Borrower, this Mortgage and the obligations secured hereby shall remain in full force and effect as if no acceleration had occurred.

20. Assignment of Rents; Appointment of Receiver; Lender in Possession. As additional security hereunder, Borrower hereby assigns to Lender the rents of the Property, provided that Borrower shall, prior to acceleration under paragraph 18 hereof or abandonment of the Property, have the right to collect and retain such rents as they become due and payable.

Upon acceleration under paragraph 18 hereof or abandonment of the Property, and at any time prior to the expiration of any period of redemption following judicial sale, Lender, in person, by agent or by judicially appointed receiver, shall be entitled to enter upon, take possession of and manage the Property and to collect the rents of the Property including those past due. All rents collected by Lender or the receiver shall be applied first to payment of the costs of management of the Property and collection of rents, including, but not limited to receiver's fees, premiums on receiver's bonds and reasonable attorney's fees, and then to the sums secured by this Mortgage. Lender and the receiver shall be liable to account only for those rents actually received.

21. Future Advances. Upon request of Borrower, Lender at Lender's option prior to release of this Mortgage, may make Future Advances to Borrower. Such Future Advances, with interest thereon, shall be secured by this Mortgage when evidenced by promissory notes stating that said notes are secured hereby. At no time shall the principal amount of the indebtedness secured by this Mortgage, not including sums advanced in accordance herewith to protect the security of this Mortgage, exceed the original amount of the Note plus US \$.4.00

22. Release. Upon payment of all sums secured by this Mortgage, and upon payment of a reasonable release fee established by lender, Lender shall release this Mortgage. Borrower shall pay all costs of recordation, if any.

23. Waiver of Homestead. Borrower hereby waives all right of homestead exemption in the Property.

X IN WITNESS WHEREOF, Borrower has executed this Mortgage.

Eugene M. Celli

Gloria Celli

3648124

STATE OF ILLINOIS, COOK County as:

I, Betty J. Schwabe, a Notary Public in and for said county and state, do hereby certify that Eugene M. Celli and Gloria Celli,,, personally known to me to be the same person(s) whose name(s) are subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that they signed and delivered the said instrument as their free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal, this 20th day of April, 19 87

My Commission expires:

OFFICIAL SEAL
BETTY J. SCHWABE
Notary Public, State of Illinois

My Commission Expires 10-16-87

Betty J. Schwabe
Notary Public

In Witness Whereof borrower has caused the corporate seal to be hereunto affixed and these presents to be signed by its Vice President and attested by its Assistant Secretary on the day and year first above written, pursuant to authority given by resolutions duly passed by the of said corporation.

Said resolutions further provide that the note herein described may be executed on behalf of said corporation by its

CORPORATE
SEAL

BY _____ PRESIDENT
ATTEST: _____ SECRETARY

STATE OF ILLINOIS,

SS.

I, a Notary Public in and for and residing in said County, in the State aforesaid, DO

HEREBY CERTIFY THAT President of the

and

of said Company, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Vice President and Assistant Secretary, respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act and as the free and voluntary act of said Company, for the uses and purposes therein set forth; and the said Assistant Secretary then and there acknowledged that said Assistant Secretary, as custodian of the corporate seal of the said Company, did affix the corporate seal of said Company to said instrument as said Assistant Secretary's own free and voluntary act and as the free and voluntary act of said Company, for the uses and purposes therein set forth.

NOTARIAL
SEAL

GIVEN under my hand and Notarial Seal this day of, A. D. 19

NOTARY PUBLIC

D E L I V E R Y	NAME	CITIZENS BANK & TRUST COMPANY		FOR RECORDERS INDEX PURPOSES INSERT STREET ADDRESS OF ABOVE DESCRIBED PROPERTY HERE 4227 Judd St. Schiller Park, IL 60176
	STREET	One South Northwest Highway		
	CITY	Park Ridge, Illinois 60068		
	INSTRUCTIONS	OR RECORDER'S OFFICE BOX NUMBER 406		