

# UNOFFICIAL COPY

04037291

AFTER RECORDING MAIL TO: **BOX 67**  
**FIRST SAVINGS & LOAN ASSOC.**  
**OF SOUTH HOLLAND**  
**475 EAST 162ND STREET**  
**SOUTH HOLLAND, IL 60473**

COOK COUNTY, ILLINOIS  
FILED FOR RECORD

94 DEC 12 AM 11:16

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LOAN NO.: 50546-4.4

## MORTGAGE

THIS INDENTURE, dated **December 7, 1994**  
**DONALD M. RIGONI; and DELORES L. RIGONI, HUSBAND AND WIFE**

between

of the **VILLAGE** of **DOLTON** County of **COOK** State of  
ILLINOIS (hereinafter called "Grantors") and **FIRST SAVINGS AND LOAN ASSOCIATION OF SOUTH HOLLAND**,  
an Illinois corporation doing business in the Village of South Holland, County of Cook, State of Illinois (hereinafter, called  
the "Lender");

WHEREAS, pursuant to the provisions of a certain Note, of even date herewith, between the Grantors and Lender,  
Grantors are justly indebted in the sum of **Fifty Thousand Dollars and no/100**

**DOLLARS (U.S. \$50,000.00)**

to the Lender which indebtedness is payable monthly with the full debt if not paid earlier, due and payable on  
**January 1, 1996** at the offices of **FIRST SAVINGS AND LOAN ASSOCIATION OF SOUTH HOLLAND**  
475 East 162nd Street, South Holland, Illinois.

NOW, THEREFORE, to secure the payment, in accordance with the provisions of the Note, of said indebtedness,  
and any and all other indebtedness whether by way of modification, renewal, extension, future advances or otherwise  
(hereinafter called the "Indebtedness") and the performance of all other covenants, agreements and obligations of the  
Grantors under the Note and hereunder, the Grantors hereby

CONVEY and WARRANT to the Lender the following described real estate (hereinafter called the "premises") situated  
in the **VILLAGE** of **DOLTON** County of **COOK** State of Illinois, to wit:

**LOT 30 IN BLOCK 9 IN CALUMET CENTER GARDENS FIRST ADDITION, BEING A SUBDIVIS-  
ION OF THAT PART OF THE SOUTH 1/2 OF THE SOUTH EAST 1/4 OF SECTION 10, TOWN-  
SHIP 36 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING WEST OF  
THE EAST LINE OF THE WET 80 RODS THEREOF AND THAT PART OF LOTS 7 AND 8 IN  
SUBDIVISION OF PART OF LOTS 4, 5 AND 6 IN VAN VUUREN'S SUBDIVISION LYING EAST  
OF SAID WEST 80 RODS AS SHOWN ON THE PLAT RECORDED JULY 27, 1929 AS DOCUMENT  
10439573 IN COOK COUNTY, ILLINOIS.**

PERMANENT INDEX NO.: 29-10-424-020-0000

PROPERTY ADDRESS: 15326 S. EVERS AVE., DOLTON, IL 60419

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together with all improvements, encumbrances, easements, fixtures and appurtenances now or hereafter thereto belonging, including all heating, air-conditioning, gas and plumbing apparatus and fixtures, and everything appurtenant thereto, and all rents, issues and profits thereof or therefrom; hereby releasing and waiving any and all rights under and by virtue of the homestead exemption laws of the State of Illinois.

The Grantors covenant and agree: (1) to pay the Indebtedness, with interest thereon; (2) to pay, before any penalty attaches, all taxes and assessments against said premises, and on demand to exhibit receipts therefor; (3) within sixty days after any destruction or damage, to rebuild or restore all buildings and improvements on the premises that may have been destroyed or damaged; (4) that waste to the premises shall not be committed or suffered; (5) to keep all buildings and other improvements now or hereafter on the premises insured against such risks, for such amounts and with such companies and under such policies and in such form, all as shall reasonably be satisfactory to the Lender, which policies shall provide that loss thereunder shall be payable first to the holder of any prior encumbrance on the premises and second to the Lender, as their respective interests may appear, and, upon request, to furnish to the Lender satisfactory evidence of such insurance; and (6) to pay, when due, all indebtedness which may be secured by any prior encumbrances on the premises.

The Grantors further agree not to create, effect or consent to or shall not suffer or permit any conveyance, sale, assignment, lease, lien, pledge, mortgage, security interest or other encumbrance or alienation of the premises or any part thereof, whether effected directly, indirectly, voluntarily, or involuntarily, by operation of law or otherwise, without the prior written consent of the Lender. The Lender may condition its consent upon such increase in rate of interest payable upon the Indebtedness, change in monthly payments thereon, change in maturity thereof and/or payment of a fee, all as the Lender may in its sole discretion require. The foregoing provisions of this paragraph shall not apply (1) to liens securing the above-described Indebtedness or (2) to any lien of current taxes and assessments not in default.

The Grantors further agree that, in the event of any failure to insure or pay taxes or assessments, or pay the Indebtedness secured by any prior encumbrances, either the Lender may, from time to time, but need not procure such insurance, or pay such taxes or assessments, or discharge or purchase any tax lien or title affecting the premises, or pay the Indebtedness securing any prior encumbrances on the premises; and the Grantors agree to reimburse the Lender, as the case may be, upon demand, for all amounts so paid, together with interest thereon at a rate equal to 4% above the rate on the Note from the date of payment to the date of reimbursement, and the same shall be so much additional indebtedness secured hereby.

The Grantors further agree that, in the event of a breach of any of the aforesaid covenants or agreements, or of any covenants or agreements contained in the Note, the indebtedness secured hereby shall, at the option of the Lender, without demand or notice of any kind, become immediately due and payable and shall be recoverable by foreclosure hereof, or by suit at law, or both, to the same extent as if such indebtedness had been matured by its express terms.

The Grantors further agree that all expenses and disbursements paid or incurred on behalf of the Lender in connection with the foreclosure hereof (including reasonable attorneys' fees, appraisals, outlays for documentary evidence, stenographers' charges and cost of procuring, or completing abstract showing the whole title of said premises embracing foreclosure decree) shall be paid by the Grantors; and the like expenses and disbursements, occasioned by any suit or proceeding wherein the Lender, as such, may be a party, shall also be paid by the Grantors. All such expenses and disbursements shall be an additional lien upon the premises, and shall be taxed as costs and included in any decree that may be rendered in such foreclosure proceedings, whether decree of sale shall have been entered or not, shall not be dismissed, nor release hereof given until such expenses and disbursements, successors and assigns of the Grantors, have been paid. The Grantors, for the Grantors and for the heirs, executors, administrators, successors and assigns of the Grantors, waive all right to the possession of and income from the premises pending such foreclosure proceedings, and agree that, upon the filing of any complaint to foreclose this Mortgage, the court in which such complaint is filed may at once, and without notice to the Grantors, or to any party claiming under the Grantors, appoint a receiver to take possession or charge of the premises with power to collect the rents, issues and profits of the premises.

Before releasing this Mortgage, the Lender or its successors shall receive for its services a fee as determined by its rate schedule in effect when the release deed is issued.

The term "Grantors" as used herein shall mean all persons signing this Mortgage and each of them, and their successors and assigns shall be jointly and severally binding upon such persons and their respective heirs, executors, administrators, successors and assigns and shall inure to the benefit of the Lender.

Wherever herein the Lender is referred to, such reference shall be deemed to include the holder from time to time of the Note, whether so expressed or not, and each such holder of the Note shall have and enjoy all of the rights, privileges, powers, options and benefits afforded hereby and hereunder, and may enforce every and all of the terms and provisions hereof, as fully and to the same extent as if such holder was herein by name designated the Lender.

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All obligations of the Grantors, and all rights, powers and remedies of the Lender, expressed herein shall be in addition to, and not in limitation of those provided in the Note or by law.

WITNESS, the hand(s) and the seal(s) of the Grantors as of the day and year first above written.

*Donald M. Rigoni* (SEAL) \_\_\_\_\_ (SEAL)  
DONALD M. RIGONI DELORES T. RIGONI

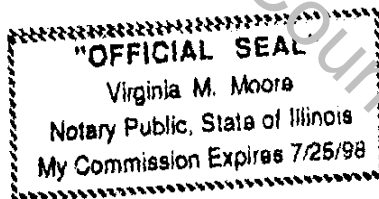
*DeLores T. Rigoni* (SEAL) \_\_\_\_\_ (SEAL)

STATE OF ) Illinois  
 )ss  
 COUNTY OF ) Cook

I, a Notary Public in and for the State aforesaid certify that  
**DONALD M. RIGONI; and DELORES T. RIGONI, HUSBAND AND WIFE**

personally known to me to be the same person(s) subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he/she or they signed and delivered said instrument as his/her or their free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

Given under my hand and official seal this 2<sup>nd</sup> day of December 1997



*Virginia M. Moore*  
 \_\_\_\_\_  
 (Notary Public)

My Commission Expires:

THIS INSTRUMENT PREPARED BY: **GINGER M. MOORE**  
**FIRST SAVINGS AND LOAN ASSOCIATION OF SOUTH HOLLAND**  
**475 EAST 162ND STREET**  
**SOUTH HOLLAND, ILLINOIS 60473**

Clerk's Office

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