

# UNOFFICIAL COPY

85246353

## MORTGAGE

This Indenture made this 19<sup>th</sup> day of October, 1985 between JOSEPH L. NOVAK, hereinafter referred to as "Mortgagor" and LEO NOVAK and GERTRUDE B. NOVAK hereinafter referred to as "Mortgagee", witnesseth:

THAT, WHEREAS, the Mortgagor is justly indebted to the Mortgagee upon the installment note of even date herewith, in the principal sum of NINETEEN THOUSAND FOUR HUNDRED TWENTY-FOUR DOLLARS and EIGHTY-EIGHT CENTS (\$19,424.88) payable to the order of and delivered to the Mortgagee, in and by which note the Mortgagor promises to pay the said principal sum and interest at the rate and in installments as provided in said note, with a final payment of the balance due on the 19<sup>th</sup> day of October 1995, and all of said principal and interest are made payable at such place as the holders of the note may, from time to time, in writing appoint, and in absence of such appointment, then at the office of Mortgagee at 7101 West 63rd Street, Chicago, Illinois.

NOW, THEREFORE, the Mortgagor to secure the payment of the said principal sum of money and said interest in accordance with the terms, provisions and limitations of the mortgage, and the performance of the covenants and agreements herein contained, by the Mortgagor to be performed, and also in consideration of the sum of One Dollar in hand paid, the receipt whereof is hereby acknowledged, do by these presents CONVEY AND WARRANT unto the Mortgagee, and the Mortgagee's successors and assigns, the following described Real Estate and all of their estate, right, title and interest therein, situate, lying and being in the CITY OF CHICAGO, COUNTY OF COOK, AND STATE OF ILLINOIS, to wit:

LOT 74 (EXCEPT THE NORTH 30 FEET) IN FREDERICK H. BARTLETT'S CENTRAL AVENUE ADDITION IN THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 17, TOWNSHIP 38 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Permanent Tax Number 19-17-424-047 ~~AL~~. Volume 395

Commonly Known as 6046 South Parkside, Chicago, Illinois 60628

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 Mortgagor 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 inodor 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 hereafter placed on the premises by Mortgagor or their successors or assigns shall be considered as constituting part of the real estate.

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TO HAVE AND TO HOLD the premises unto the Mortgagee, and Mortgagee's successors and assigns, forever, for the purpose, and upon the uses herein set forth, free from all rights and benefits under and by virtue of the Homestead Exemption Laws of the State of Illinois, which said rights and benefits the Mortgagor does hereby expressly release and waive.

The name of a record owner is: JOSEPH L. NOVAK.

This mortgage consists of three pages. The covenants, conditions and provisions, appearing on page 2 herein by reference and are a part hereof and shall be binding on Mortgagor, their heirs, successors and assigns.

Witness the hand and seal of Mortgagor the day and year first above written.

  
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JOSEPH L. NOVAK (seal)

State of Illinois, County of Cook ss., I, the undersigned Notary Public in and for said County, in the State aforementioned, DO HEREBY CERTIFY that Joseph L. Novak is personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he signed, sealed and delivered the said instrument as his free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of right of homestead.

Given under my hand and official seal, this 14<sup>th</sup> day of October 1985.

Commission Expires March 1987

  
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NOTARY/PUBLIC

This Instrument was prepared by HYATT LEGAL SERVICES by Gary Van Horn at 7601 South Cicero, Chicago, Illinois 60652

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1. Mortgagor shall (1) promptly repair, restore or rebuild any buildings or improvements now or hereafter on the premises which may become damaged or be destroyed. (2) keep said premises in good condition and repair, without waste, and free from mechanics' or other liens or claims for work not properly subcontracted to the lien thereof. (3) when due any indebtedness which may be secured by a lien on the premises, to the lien hereof, and upon request exhibit satisfactory evidence of the discharge of such lien to the Mortgagee. (4) complete within a reasonable time any building or buildings now or at any time in process of erection upon said premises. (5) comply with all requirements of law or municipal ordinances with respect to the premises and the use thereof; (6) make no material alterations or improvements except as required by law or municipal ordinance.

2. Mortgagor shall pay before any periodic installments all general taxes, and shall pay special taxes, special assessments, water charges, sewer service charges, and other charges against the premises when due, and shall, upon written request, forward to the Mortgagee duplicate receipts therefor. To prevent default hereunder Mortgagor shall pay in full under protest, in the manner provided by statute, any tax or assessment which Mortgagor may choose to contest.

3. In the event of the enactment after the date of any law of Illinois deducting from the value of land for the purpose of levying any local tax or imposing upon the Mortgagee the payment of the whole or any part of the taxes or assessments or charges or liens herein required to be paid by Mortgagor, or changing in any way the laws relating to the levying of mortgages or debts secured by mortgages or the mortgagee's interest in the property, or the manner of collection of taxes, so as to affect this mortgage or the debt secured hereby or the holder thereof, then and in any such event, the Mortgagee upon demand by the Mortgagor, shall pay such taxes or assessments, or reimburse the Mortgagee therefor; provided, however, that if in the opinion of counsel for the Mortgagee (a) it might be unlawful to require Mortgagor to make such payment or (b) the making of such payment might result in the suspension of interest beyond the maximum amount permitted by law, then and in such event, the Mortgagee may, but, by notice in writing given to the Mortgagor, so declare all of the indebtedness secured hereby to be and become due and payable sixty days from the giving of such notice.

4. If, by the laws of the United States of America or of any state having jurisdiction in the premises, any tax is due or becomes due in violation of the terms of the note hereby secured, the Mortgagee covenant and agree to pay such tax in the manner required by any such law. The Mortgagee further covenant to hold harmless and agree to indemnify the Mortgagor, and the Mortgagee's successors or assigns, against any liability incurred by reason of the imposition of any tax on the issuance of the note secured hereby.

5. At each time the Mortgagor is not in default either under the terms of the note secured hereby or under the terms of this mortgage, the Mortgagee shall have such privilege of making prepayments on the principal of said note (in addition to the required payments) as may be provided in said note.

6. Mortgagor shall carry all buildings and improvements now or hereafter situated on said premises insured against loss or damage by fire, lightning and winds, and shall provide for payment by the insurance companies of amounts sufficient to pay the cost of replacement or repairs, or to pay to full the indebtedness secured hereby, all in compliance satisfactory to the Mortgagee, under insurance policies payable, in case of loss or damage, to Mortgagee, such rights to be evidenced by the standard mortgage clause in the attached to each policy, and shall deliver all policies, including additional and renewal policies, to the Mortgagee, and in case of insurance amount to expire, shall deliver renewal policies not less than ten days prior to the respective dates of expiration.

7. In case of default thereon, Mortgagor may, but need not, make any payment or perform any act herebefore required of Mortgagor in any form and manner deemed appropriate, and may, but need not, make full or partial payments of principal or interest on prior encumbrances, if any, and purchase, discharge, extinguish or settle any tax lien or other prior lien or claim hereof, or release or reduce from any tax sale or forfeiture affecting said premises or consent any tax or assessment. All moneys paid for any of the purposes herein authorized and all expenses paid or incurred in connection therewith, including attorneys' fees, and any other charges advanced by Mortgagee to protect the mortgaged premises and the lien hereof, shall be so much additional indebtedness secured hereby and shall become immediately due and payable without notice and with interest thereon at the highest rate now permitted by Illinois law. Inaction of Mortgagee shall never be considered as a waiver of any right accrued to the Mortgagee on account of any default hereunder on the part of Mortgagor.

8. The Mortgagee making any payment hereby authorized relating to taxes or assessments, may do so according to the bill, statement or estimate procured from the appropriate public office and on inquiry into the accuracy of such bill, statement or estimate, or into the validity of any tax, assessment, rate, forfeiture, tax lien or fee or claim thereof.

9. Mortgagor shall pay each item of indebtedness herein mentioned, both principal and interest, when due according to the terms hereof. At the option of the Mortgagee and without notice to Mortgagor, all unpaid indebtedness secured by this mortgage shall, notwithstanding anything in the note or in this mortgage to the contrary, become due and payable (a) immediately in the case of default in making payment of any installment of principal or interest on the note, or (b) when default shall occur and continue for three days in the performance of any other agreement of the Mortgagor herein contained.

10. When the indebtedness hereby secured shall become due whether by acceleration or otherwise, Mortgagee 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 indebtedness in the decree for sale all expenditures and expenses which may be paid or incurred by or on behalf of Mortgagee for attorneys' fees, appraiser's fees, outlays for documentary and expert evidence, stenographers' charges, publication costs and costs (which may be estimated as to amount to be expended after entry of the decree) of procuring all such services of title, title searches, and examinations, title insurance policies, taxman certificates, and similar data and assurances with respect to the said Mortgagee may deem to be reasonably necessary either to prosecute such suit or to evidence to bidders at any sale which may be had thereon to such degree as the true condition of the title to the value of the premises. All expenditures and expenses of the nature in this paragraph mentioned shall become so much additional indebtedness secured hereby and immediately due and payable, with interest thereon at the rate and rate now permitted by Illinois law. Mortgagee shall be a party, either as plaintiff, claimant or defendant, by reason of this mortgage or any indebtedness hereby secured; or (b) preparations for the commencement of any suit for the foreclosure hereof after accrual of such right to foreclose whether or not actually commenced; or (c) preparations for the defense of any actual or threatened suit or proceeding which might affect the premises or the security hereof.

11. 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 recited 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, his heirs, legal representatives or assigns, as their rights may appear.

12. Upon or at any time after the filing of a complaint to enforce this mortgage the court in which such complaint is filed may appoint a receiver of said premises. Such appointment may be made either before or after sale, without notice, with or without regard to the insolvency or insolvency of Mortgagor at 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 to a homestead or not, and the Mortgagee 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 foreclosure suit 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 term when Mortgagee except for the intervention of such receiver, would be entitled to collect such rents, issues and profits, and all other powers which may be necessary or are usual in such cases for the protection, possession, control, management and operation of the premises during the whole of said period. The Court from time to time may authorize the receiver to apply the net income in his hands in payment in whole or in part of: (1) the indebtedness secured hereby, or by any decree foreclosing this mortgage, or any tax, special assessment or other lien which may be or become superior to the lien hereof or of such decree, provided such application is made prior to foreclosure sale; (2) the deficiency in case of a sale and deficiency.

13. No action for the enforcement of the lien or of any provision hereof shall be subject to any defense which would not be good and available to the party interposing same in an action at law upon the note hereby secured.

14. The Mortgagee shall have the right to inspect the premises at all reasonable times and access thereto shall be permitted for that purpose.

15. The Mortgagee shall periodically deposit with the Mortgagee such sums as the Mortgagee may reasonably require for payment of taxes and assessments on the premises. No such deposit shall bear any interest.

16. If the payment of said indebtedness or any part thereof be extended or varied or if any part of the security be released, all persons now or at any time hereafter liable therefor, or invested in said premises, shall be held to accept in such extension, variation or release, and their liability and the lien and all provisions hereof shall continue in full force, the right of recovery against all such persons being expressly reserved by the Mortgagee, notwithstanding such extension, variation or release.

17. Mortgagor shall release this mortgage and lien thereof by proper instrument upon payment and discharge of all indebtedness secured hereby and payment of a reasonable fee to Mortgagee for the execution of such release.

18. This mortgage and all provisions hereof, shall extend to and be binding upon Mortgagor and all persons claiming under or through Mortgagor 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 name of this mortgage. The word "Mortgagee" when used herein shall include the successors and assigns of the Mortgagee named herein and the holder or holders, from time to time, of the note secured hereby.

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