1905 OCT 31

CAUTION: Co	risult a lawyer t	pelore using o	r acting unde	r this form

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THE HANDLIS CONTRACTOR OF THE PERSON OF THE	October 24	19_85, between	85	261 710
Joseph L. Hufnagel, m	arried to Susanno	e r. Hurnagei		
14507 Irvine Avenue	Dolton, Illinoi	5		
(NO. AND STREET) herein referred to us "Mortgagors," an	The First Natio	onal Bank in		
Dolton, a National Ba	nking Association	<u>n</u>		
14122 Chicago Road (NO. AND STREET)	Dolton (CITY)	Illinois (STATE)		
herein referred to as "Mortgagee," with	nesseth:		Above Space For	Recorder's Use Only
THAT WHEREAS the Mortgage カルカルカ からから Thousa		e Mortgagee upon the in	stallment note of even date here	with, in the principal sum of
			l by which note the Mortgagors pr	
sum and interest at the rate and in insta	ilments as provided in said a	ote, with a final payment o	of the bulunce due on the	dny of
19, and all of said principa and inte			note may, from time to time, in w	riting appoint, and in absence
of such appointment, then at the office	of the Mortgagee at			
NOW, THEREFORE, the Mortgand limitations of this mortgage, and to consideration of the sum of One Dollar Mortgagee, and the Mortgagee, successive the sum of the South State of South Stat	to secure the payment of the cover in h. pc. ormance of the cover in h. nc' paid, the receipt whe sars at d. asigns, the following the Holland	of the said principal sum of nants and agreements herefood is hereby acknowledge described Real Estate at	money and said interest in accorda ein contained, by the Mortgagors ged, do by these presents CONVE id all of their estate, right, title and	mee with the terms, provisions to be performed, and also in Y AND WARRANT unto the linterest therein, situate, lying
and being in the VIllage of So The South 16 1/2 feet	of Lot 26 Lot 2	_,COUNTY OF 27 and the Nort	h 1 foot of Lot 28	TATE OF ILLINOIS, to wit:
Subdivision in the So	uth East Quarter	of Section 15,	Township 36 North,	Range 14 East of
the Third Principal M	eridian, ir Cook	County, Illino	is.	
• •	29 10	403 005	-006 1-	4 4
•	س سرور را			
	16/35 3	Pork ave		
			-	
In the event the prop	erty described he	ereli is sold b	y the maker hereof,	then note
described herein shall	l be due and paya	able in fill in	stanter. Provided	however that
the holder of or owne	r of note may cor	nsent to releas	e of this provision	for acceleration
		40.		· · · · · · · · · · · · · · · · · · ·
			7	
which, with the property hereinafter de-	scribed, is referred to herein	as the "premises,"		
TOGETHER with all improvement long and during all such times as Mortga	is, tenements, casements, fix wors may be entitled thereto (tures, and appurtenances which are aledged primar	thereto be one ing, and all rents, is	sues and profits thereof for so
au apparatus, edutament de acticies apv	or neteritor ingrein or inere	ean usea in Chenyl unent. at	lik. Hif Citistilli vitte / Witler finfif e	www.rafridarationfulation
single units or centrally controlled), and coverings, inador beds, awnings, stoves	a vermation, including (with and water heaters. All of the	iour restricting the larego forevoing are declared to	ing), screens, with low shades, sto he a part of said real extress whether	rm doors and windows, floor

coverings, inador beds, numings, stoves and water heaters. All of the foregoing are declared to be a part of said real entitle whether physically attached thereto or not, and it is agreed that all similar apparatus, equipment or articles hereafter placed in the premises by Mortgi gord or their successors or assigns shall be considered as constituting part of the real estate.

TO HAVE AND TO HOLD the premises unto the Mortgagee, and the Mortgagee's successors and assigns, forever, for the purposes, 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 I linob, which said rights and benefits the Mortgagors do hereby expressly release and waive.

The name of a record owner is:

USSEPH L. Hufnage I

This mortgage consists of two pages. The covenants, conditions and provisions appearing on page 2 (the reverse side of this maragage) are incorporated

	i ni a n buit itereal mid unun ha bisimilk an istatikukati' tilati itetta' an	
Witness the hand.	. and sent of Mortgingors the day and year first above written.	· · · · · · · · · · · · · · · · · · ·
	Prosent T. Ilsohnand (Sent)	(Scnf)
PLEASE	Joseph L. Hufnagel	(17-111)

PRINT OR TYPE NAME(S) BELOW SIGNATURE(S)

Caak State of Illinois, County of .XX. . in the State aforesaid, DO HEREBY CERTIFY that

1, the undersigned, a Notary Public in and for said County

IMPRESS SEAL

.... whose name _____ subscribed to the foregoing instrument. personally known to me to be the same person appeared before me this day in person, and acknowledged that ____h____ 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 the right of homestead.

Given under my hand	it and official seal, this	24th day	ofOc
Commission expires	November 23		86 - 7/

This instrument was prepared by Mail this instrument to The First National

F.M.Lau, First National Bank in Dolton, Dolton, Illinois
(NAME AND ADDRESS)

Irst National Bank in Dolton, P.O. Box 247, Dolton, Illi

(NAME AND ADDRESS)

(STATE)

(ZIP COOE)

- 1. Mortgagors 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 mechanic's or other liens or claims for lien not expressly subordinated to the lien thereof; (3) pay when due any indebtedness which may be secured by a lien or charge on the premises superior to the lien hereof, and upon request exhibit satisfactory evidence of the discharge of such prior lien to the Mortgager; (4) complete within a reasonable time any buildings now or at any time in process of exection 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 in said premises except as required by law or municipal ordinance.
- 2. Mortgagors shall pay before any penalty attaches 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, furnish to the Mortgagore duplicate receipts therefor. To prevent default hereunder Mortgagors shall pay in full under protest, in the manner provided by statute, any tax or assessment which Mortgagors may desire to contest.
- 3. In the event of the enactment after this date of any law of Illinois deducting from the value of land for the purpose of taxation any lien thereon, 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 Mortgagors, or changing in any way the laws relating to the taxation of mortgages or debts secured by mortgages or the mortgage'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 Mortgagors, upon demand by the Mortgagee, shall pay such taxes or assessments, or relimburse the Mortgagee therefor; provided, however, that if in the opinion of counsel for the Mortgagee (a) it might be unlawful to require Mortgagors to make such payment or (b) the making of such payment might result in the imposition of interest beyond the maximum amount permitted by law, then and in such event, the Mortgagee may elect, by notice in writing given to the Mortgagors, to declare all of the indebtedness secured hereby to be and become due and payable sixty (60) 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 respect of the issuance of the note hereby secured, the Mortgagors covenant and agree to pay such tax in the manner required by any such law. The Mortgagors further covenant to hold harmless and agree to indemnify the Mortgagoe, and the Mortgagoe's successors or assigns, against any liability in a red by reason of the imposition of any tax on the issuance of the note secured hereby.
- 5. At such time as the Mortgagors are not in default either under the terms of the note secured hereby or under the terms of this mortgage, the Mortgagor, 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. Mortgagors shall were all buildings and improvements now or hereafter situated on said premises insured against loss or damage by fire, lightning and winds are under policies providing for payment by the insurance companies of moneys sufficient either to pay the cost of replacing or repairing the same or to pay in full the indebtedness secured hereby, all in companies 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 to be attached to each policy, and shall deliver releval policies, including additional and renewal policies, to the Mortgagee, and in case of insurance about to expire, shall deliver releval policies not less than ten days prior to the respective dates of expiration.
- 7. In case of default therein, Mongagee may, but need not, make any payment or perform any act hereinbefore required of Mortgagors in any form and manner deemed expedient, and may, but need not, make full or partial payments of principal or interest on prior encumbrances, if any, and purchase, discharge, composite or settle any tax lien or other prior lien or title or claim thereof, or redeem from any tax sale or forfeiture affecting said premises or contest any tax or assessment. All moneys paid for any of the purposes herein authorized and all expenses paid or incurred in connection thereof, the contest any tax or assessment. All moneys paid for any of the purposes herein authorized and all expenses paid or incurred in connection the 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 accruing to the Mortgagee on account of any default hereunder on the part of the Mortgagors.
- 8. The Mortgagee making any payment hereby and ruled relating to taxes or assessments, may do so according to any bill, statement or estimate procured from the appropriate public office vilbar, inquiry into the accuracy of such bill, statement or estimate or into the validity of any tax, assessment, sale, forfeiture, tax lien or 11.5 or claim thereof.
- 9. Mortgagors shall pay each item of indebtedness herein minioned, both principal and interest, when due according to the terms hereof. At the option of the Mortgagee and without notice to Mirtga jors, all unpaid indebtedness secured by this mortgage shall, notwith-standing 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 (1) when default shall occur and continue for three days in the performance of any other agreement of the Mortgagors 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, 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 at 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 tems to be expended after entry of the decree) of procuring all such abstracts of title, title searches, and examinations, title insurance policies, Torrens certificates, and similar data and assurances with respect to title as in ortgagee may deem to be reasonably necessary either to prosecute such suit or to evidence to bidders at any sale which may be had pure and to such decree the true condition of the title to or the value of the premises. All expenditures and expenses of the nature in this pragra/h mentioned shall become so much additional indebtedness secured hereby and immediately due and payable, with interest thereon at the hielest rate now permitted by Illinois law, when paid or incurred by Mortgagee in connection with (a) any proceeding, including probate and bankruptcy proceedings, to which the Mortgagee shall be a party, either as plaintiff, claimant or defendant, by reason of this mortga, or any indebtedness hereby secured; or (b) preparations for the commencement of any suit for the foreclosure hereof after accrual of sith 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 nearlioned in the preceding paragraph hereof; second, all other items which under the terms hereof constitute secured indebtedness addition I to that evidenced by the note, with interest thereon as herein provided; third, all principal and interest remaining unpaid on the note; it with, any overplus to Mortgagors, their heirs, legal representatives or assigns, as their rights may appear.
- 12. Upon or at any time after the filing of a complaint to foreclose this mortgage the court in which surn complaint 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 Mortgagors 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 as 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 times when Mortgagors, 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 lieu 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 Mortgagors 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 interested in said premises, shall be held to assent to such extension, variation or release, and their liability and the lien and all provisions hereof shall continue in full force, the right of recourse against all such persons being expressly reserved by the Mortgagee, notwithstanding such extension, variation or release.
- 17. Mortgagee 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 Mortgagors and all persons claiming under or through Mortgagors, and the word "Mortgagors" 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. 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.