

UNOFFICIAL COPY MORTGAGE

11.00

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THIS INDENTURE WITNESSETH: That the undersigned
EDWARD J. METZ AND MARY A. METZ, HIS WIFE

of the VILLAGE OF LYONS County of COOK, State of Illinois,
hereinafter referred to as the Mortgagor, does hereby Mortgage and Warrant to
CIVIC FEDERAL SAVINGS BANK

a corporation organized and existing under the laws of the UNITED STATES OF AMERICA, hereinafter
referred to as the Mortgagee, the following real estate, situated in the County of COOK
in the State of Illinois, to wit:

Lots One (1) in Metz Subdivision being a Subdivision of the South One Hundred Fifty (150) feet of the North 311.96 feet of the West One Hundred Seventy Five (175) feet of that part of the North East Quarter (NE $\frac{1}{4}$) of the North West Quarter (NW $\frac{1}{4}$) of Section One (1), Township Thirty Eight (38), North Range Twelve (12), East of the Third (3rd) Principal Meridian, lying East of and adjoining the East Line of the alley East of and adjoining Lots Thirty (30) to Thirty Nine (39) both inclusive in the Subdivision by David A. Gage recorded September 15, 1868 in Book 167 of maps page 99 and south of the North line extended East of the alley North of and adjoining Lot Thirty Nine (39) in Gage Subdivision aforesaid in Cook County, Illinois. Commonly known as 4001 Gage Ave. Lyons, Il.

PTN 18-01-106-023 MK

TOGETHER with all buildings, improvements, fixtures or appurtenances now or hereafter erected thereon, including all apparatus, equipment, fixtures or articles, whether in single units or centrally controlled, used to supply heat, gas, air conditioning, water, light, power, refrigeration, ventilation or otherwise and any other thing now or hereafter therein or thereon the furnishing of which by lessors to lessees is customary or appropriate, including screens, window shades, storm doors and windows, floor coverings, screen doors, venetian blinds, in-a-door beds, awnings, stoves and water heaters (all of which are declared to be a part of said real estate whether physically attached thereto or not); and also together with all easements and the rents, issues and profits of said premises which are hereby pledged, assigned, transferred and set over unto the Mortgagee.

TO HAVE AND TO HOLD all of said property unto said Mortgagee forever, for the uses herein set forth, free from all rights and benefits under the Homestead Exemption Laws of the State of Illinois, which said rights and benefits said Mortgagor does hereby release and waive.

TO SECURE the payment of a certain indebtedness from the Mortgagor to the Mortgagee evidenced by a note made by the Mortgagor in favor of the Mortgagee, bearing even date herewith in the sum of ONE HUNDRED FIVE THOUSAND AND NO/100 Dollars (\$ 105,000.00), which note,

together with interest thereon as provided by said note, is payable in monthly installments of TWO THOUSAND THREE HUNDRED SEVENTY FIVE AND 66/100 DOLLARS (\$ 2,375.66)

or before First on the First day of each month, ~~commencing with~~ until the entire sum is paid.

COOK COUNTY, ILLINOIS
FILED FOR RECORD

"THIS INSTRUMENT WAS PREPARED BY"
CIVIC FEDERAL SAVINGS BANK
3522 W. 26TH STREET
CHICAGO, IL 60623

85 267 965

NAME ADDRESS

To secure performance of the other agreements in said note, which are hereby incorporated herein and made a part hereof, and which provide, among other things, for an additional monthly payment of one-twelfth (1/12th) of the estimated annual taxes, assessments, insurance premiums and other charges upon the mortgaged premises. And to secure possible future advances as hereinafter provided and to secure the performance of the Mortgagor's covenants herein contained.

A. THE MORTGAGOR COVENANTS:

(1) To pay immediately when due and payable all general taxes, special taxes, special assessments, water charges, sewer service charges and other taxes and charges against said property, including those heretofore due, (the monthly payments provided by said note in anticipation of such taxes and charges to be applied thereto), and to furnish the Mortgagee, upon request, with the original or duplicate receipts therefor.

(2) To keep the improvements now or hereafter situated upon said premises insured against loss or damage by fire, lightning, windstorm and such other hazards, including liability under laws relating to intoxicating liquors and including hazards not now contemplated, as the Mortgagee may reasonably require to be insured against, 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, in such companies, through such agents or brokers, and in such form as shall be satisfactory to the Mortgagee. Such insurance policies, including additional and renewal policies shall be delivered to and kept by the Mortgagee and shall contain a clause satisfactory to the Mortgagee making them payable to the Mortgagee as its interest may appear.

(3) To promptly repair, restore or rebuild any buildings or improvements now or hereafter on the premises which may become damaged or destroyed; to keep said premises in good condition and repair, and free from any mechanic's or other lien or claim of lien not expressly subordinated to the lien hereof; not to suffer or permit any unlawful use of or any nuisance to exist on said property nor to diminish nor impair its value by any act or omission to act; to comply with all requirements of law with respect to the mortgaged premises and the use thereof;

(4) That if the Mortgagor shall procure contracts of insurance upon his life and disability insurance for loss of time by accidental injury or sickness, or other such contract, making the Mortgagee assignee thereunder, the Mortgagee may pay the premiums for such insurance and add said payments to the principal indebtedness secured by this mortgage to be repaid in the same manner and without changing the amount of the monthly payments, unless such change is by mutual consent.

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No sheet

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UNOFFICIAL COPY

Box 16 C. #

MORTGAGE

EDWARD A. NETZ AND MARY J.

NETZ, HIS WIFE

TO

CIVIC FEDERAL SAVINGS BANK

Loan No. _____

40000926

My Commission Expires 9-16-87

GIVEN under my hand and Notarial Seal, this 18th day of OCTOBER, A. D. 1985, before me this day in person and acknowledged that **THEY** personally known to me to be the same person(s) whose name(s) is (are) subscribed to the foregoing instrument; appeared

DO HEREBY CERTIFY that EDWARD J. NETZ AND MARY A. NETZ, HIS WIFE, a Notary Public in and for said county, in the State aforesaid,

STATE OF ILLINOIS
COUNTY OF COOK
Loretta Long
I, _____

day of OCTOBER, A. D. 1985
(SEAL) (SEAL)

IN WITNESS WHEREOF, the undersigned have hereunto set their hands and seals this 18th day of OCTOBER, A. D. 1985.

(1) That in the case of failure to perform any of the covenants herein, the Mortgagee may do on the Mortgagor's behalf everything so governed; that the Mortgagee may also do any act it may deem necessary to protect the lien hereof; and such monies together with interest thereon at the highest rate for which it is then lawful to contract shall become due and payable to the Mortgagee upon demand upon monies paid or disbursed by the Mortgagee for any of the above purposes; and such additional indebtedness hereby secured and may be included in any decree foreclosing this mortgage and the Mortgagor to inquire into the validity of any lien, encumbrance, or claim in advancing monies as above authorized, but nothing herein contained shall be construed as requiring the Mortgagee to advance any monies for any purpose not to do hereunder; and that Mortgagee shall not incur any personal liability because of anything it may do or omit to do hereunder; (2) That it is the intent hereof to secure payment of said note whether the entire amount shall have been advanced to the Mortgagor at a later date, or having been advanced, shall have been repaid in part and further advances made at a later date, which advances shall in no event operate to make the principal sum of the indebtedness greater than the original principal amount plus any amount or amounts that may be added to the mortgage indebtedness under the terms of this mortgage for the purpose of protecting the security and for the purpose of paying premiums under Section A(4) above, or for either purpose; (3) That time is of the essence hereof, and if default be made in performance of any covenant herein contained or in making any payment under said note or obligation or any extension or renewal thereof, or if proceeding by suit to enforce any other lien or charge upon any of said property, or upon the filing of a proceeding in bankruptcy by or against the Mortgagor, or if the Mortgagor shall make an assignment for the benefit of his creditors or if his property be placed under control of or in custody of any court or officer of the government, or if the Mortgagor abandon any of said property, then and in any of said events, the Mortgagee is hereby authorized and empowered, at its option, and without notice all sums secured hereby immediately due and payable, whether or not such default be remedied by Mortgagor, and apply toward the payment of said mortgage indebtedness any indebtedness of the Mortgagor to the Mortgagor, and said Mortgagee may also immediately proceed to foreclose this mortgage, and in any foreclosure a sale may be made of the premises en masse without offering the several parts separately; (4) The completion of any foreclosure proceeding hereunder, the court in which such bill is filed may at any time, and without notice to the Mortgagor, or any party claiming under him, appoint a receiver with power to manage and run and to collect the rents, issues and profits of said premises during the pendency of such foreclosure suit and the statutory period of redemption, and such rents, issues and profits, when collected, may be applied before, as well as after the Master's sale, toward the payment of the indebtedness, costs, taxes, insurance or other items necessary for the protection and preservation of the property, including the expenses of such receivership, or on any deficiency decree whether there be a surplus therefor in person am or not, such receiver may elect to terminate any lease junior to the lien hereof; and upon foreclosure of said premises, there shall be allowed and included as an additional indebtedness in the decree of sale all expenses and charges together with interest thereon at the rate of 13.75 per annum, which may be paid or incurred by or on behalf of the Mortgagee and deemed by the Mortgagee to be reasonably necessary either to prosecute such suit or to evidence to bidders at any sale held pursuant to such decree the true title to or value of said premises; all of which aforesaid amounts together with interest as herein provided shall be immediately due and payable by the Mortgagor in connection with any proceeding including probate or bankruptcy proceedings to which either party hereto shall be a party by reason of this mortgage or the note hereby secured; or (b) preparations for the commencement of any suit for the foreclosure hereof after the accrual of the right to foreclose, whether or not actually commenced; or (c) preparations for the defense of or intervention in any suit or proceeding or any threatened or contemplated suit or proceeding which might affect the premises or the security hereof, whether or not actually commenced. In the event of a foreclosure sale of said premises there shall first be paid out of the proceeds thereof all of the aforesaid items.

B. MORTGAGOR FURTHER COVENANTS:

596 192 58

Notary Public
A. D. 1985
OCTOBER 18th
day of
EDWARD J. NETZ AND MARY A. NETZ, HIS WIFE
signed, sealed and delivered the said instrument as
THEY