

13.00

This Indenture, made this 16th day of August, 1985, between

THOMAS E. POWERS and SALLY LYNCH POWERS, his wife

of Indianhead Park, Cook County, Illinois, herein called Mortgagor, and THE PRUDENTIAL INSURANCE COMPANY OF AMERICA, a New Jersey corporation, herein called Mortgagee,

Witnesseth: Whereas Mortgagor is indebted to Mortgagee in the principal sum of

----- EIGHTY-ONE THOUSAND AND 00/100 ----- Dollars (\$ 81,000.00), evidenced by a promissory note (herein called the Note) of even date herewith, in said principal sum, executed by Mortgagor and payable to the order of Mortgagee, at its principal office in Newark, New Jersey, or at such other place as Mortgagee may designate in writing, with interest at the rate therein set forth, the principal and interest payable in accordance with the terms of the Note, and finally maturing on August 1, 2015, the Note being hereby incorporated herein by reference.

Now, Therefore, Mortgagor, to secure the payment of said principal sum (and any further advances made hereunder) and the interest thereon according to the provisions of the Note and of the note or notes evidencing the same, and the performance of Mortgagor's covenants and agreements herein contained, and in consideration of One Dollar, in hand paid, receipt whereof is hereby acknowledged, does hereby convey and warrant unto Mortgagee, its successors and assigns forever, the following described real estate situated in Cook County, Illinois,

to-wit: PARCEL I: Lot 1-9-3 in Acacia Unit 1, being a subdivision of part of the Northwest 1/4 of Section 20, Township 38 North, Range 12, East of the Third Principal Meridian, according to the Plat thereof recorded January 12, 1971 as Document 21, 369, 437, in Cook County, Illinois.

ALSO

PARCEL II: Easements appurtenant to and for the benefit of Parcel I, as shown on Plat of Acacia Unit No. 1, aforesaid, recorded January 12, 1971 as Document 21,369,437, as common property, being also known as out Lot 2, for ingress and egress.

18-20-107-01900
43 Briarwood Square
Indian Head Park, IL 60525

In the event mortgagor, without the prior written consent of mortgagee, shall sell, convey or alienate, including by contract sale, the mortgaged premises or any part thereof, or any interest therein, or shall be divested of its title or any interest therein in any manner or way, whether voluntary or involuntary, the entire balance of the indebtedness shall be and become immediately due and payable, at the option of mortgagee.

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which, with the property hereinafter described, is referred to herein as the "promises".

Together with, all improvements, tenements, hereditaments, gas, oil, minerals, easements, fixtures, and appurtenances thereunto belonging or pertaining; all apparatus, equipment and appliances now or hereafter therein or thereon used to supply heat, gas, air conditioning, water, light, power, ventilation and refrigeration (whether single units or centrally controlled); all screens, window shades, storm doors and windows, floor coverings, inador beds, awnings, stoves, water heaters, washing and drying appliances; also, if the premises are used or usable for agricultural purposes, hay carriers, tracks and ropes, litter carriers and tracks, water pumps, pump jacks and motors and/or engines, water lines, drinking cups, stanchions, water tanks or troughs; all machinery and other equipment of every nature and kind used or useful in connection with the maintenance and operation of the premises and intended for the use of tenants or occupants; (all of the foregoing whether now on the premises or hereafter erected, installed or placed thereon or therein, or whether physically attached thereto or not, are and shall be deemed a part of said real estate as between the parties hereto and all persons claiming by, through or under them, and a portion of the security for said indebtedness); and also all the estate, right, title and interest of Mortgagor in and to the premises; and

Further, Mortgagor does hereby pledge and assign to Mortgagee, from and after the date hereof, (including any period of redemption), primarily and on a parity with said real estate and not secondarily, all the rents, issues and profits of the premises and all rents, profits, revenues, royalties, bonuses, rights and benefits due, payable or accruing, and all deposits of money as advance rent or for security, under any and all present and future leases of the premises, and does hereby transfer and assign all such leases to Mortgagee together with the right, but not the obligation, to collect, receive and receipt for all avails thereof, to apply them to said indebtedness and to demand, sue for and recover the same when due or payable. Mortgagee by acceptance of this mortgage agrees, as a personal covenant applicable to Mortgagor only, and not as a limitation or condition hereof and not available to any lessee or tenant, that until a default shall be made or an event shall occur, which under the terms hereof shall give to Mortgagee the right to foreclose this mortgage, Mortgagor may collect, receive and enjoy such avails, except, however, Mortgagee shall have and hereby expressly reserves the rights to collect and receive all rents, profits, revenues, royalties, bonuses, rights and benefits under any and all oil, gas or mineral leases of the premises or any part thereof, now existing or hereafter made, and to apply the same to said indebtedness either before or after any default hereunder, and Mortgagee may demand, sue for and recover any such payments, but shall not be required so to do.

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15. If (a) default be made in payment, when due, of any sum secured hereby, or in any of the other covenants or agreements herein contained to be performed by Mortgagor; or, (b) if any proceedings be instituted or process issued (i) to enforce any other lien, charge, or encumbrance against the premises, or (ii) to condemn the premises or any part thereof for public use, or (iii) against Mortgagor under any bankruptcy or insolvency laws, or (iv) to place the premises or any part thereof in the custody or control of any court through its receiver or other officer, and such proceedings are not dismissed or stayed on appeal or such process withdrawn within ten days after written notice to Mortgagor; or (c) if Mortgagor makes any assignment for the benefit of creditors, or is declared a bankrupt, or, if by or with the consent or at the instance of Mortgagor, proceedings to extend the time of payment of the Note or to change the terms of this mortgage be instituted under any bankruptcy or insolvency law; then,

I. All sums secured hereby shall, at the option of Mortgagee, become immediately due and payable without notice, with interest thereon, from the date of the first of any such defaults, at 12½ per cent. per annum, and

II. Mortgagee may immediately foreclose this mortgage. The Court in which any proceeding is pending for that purpose may, at once or at any time thereafter, either before or after sale, without notice to Mortgagor, and without requiring bond, and without regard to the solvency or insolvency of any person liable for payment of the indebtedness secured hereby, and without regard to the then value of the premises, or whether the same shall be occupied as a Homestead, appoint a receiver (the provisions for the appointment of a receiver and assignment of rents being an express condition upon which the loan hereby secured is made), for the benefit of Mortgagee, with power to collect the rents, issues and profits of the premises, due and to become due, during such foreclosure suit and the full statutory period of redemption notwithstanding any redemption. The receiver, out of such rents, issues and profits when collected, may pay costs incurred in the management and operation of the premises, prior and co-ordinate liens, if any, and taxes, assessments, water and other utilities and insurance, then due or thereafter accruing, and may make and pay for any necessary repairs to the premises, and may pay all or any part of the indebtedness secured hereby or any deficiency decree, and

III. Mortgagee shall, at its option, have the right, acting through itself, its agents or attorneys, either with or without process of law, for (b) or otherwise, to enter upon and take possession of the premises and property, expel and remove any persons, goods or chattels, occupying or upon the same, and to collect or receive all the rents, issues and profits thereof, and to manage and control the same, and to lease the same or any part thereof from time to time, and after deducting all reasonable attorneys' fees, and all expenses incurred in the protection, care, maintenance, management and operation of the premises, apply the remaining net income upon the indebtedness secured hereby, or upon any deficiency decree entered by virtue of any sale had pursuant to a decree of foreclosure.

16. In any foreclosure of this mortgage there shall be allowed and included in the decree for sale, to be paid out of the rents or proceeds of such sale:

(a) all principal and interest remaining unpaid and secured hereby,

(b) all other items advanced or paid by Mortgagee pursuant to this mortgage with interest at 12½ per cent. per annum from the date of advancement,

(c) all court costs, fees of the Master in Chancery, attorneys' fees, appraiser's fees, expenditures for documentary and expert evidence, stenographer's charges, publication costs and costs (which may be estimated as to items to be expended after entry of the decree) of procuring all abstracts of title, title searches and examinations, title guarantee policies, Torrens certificates and similar data with respect to title, as Mortgagee may deem necessary. All expenditures and expenses of the type mentioned in this sub-paragraph (c) shall become so much additional indebtedness secured hereby and immediately due and payable, with interest at 12½ per cent. per annum, when paid or incurred by Mortgagee, in connection with (i) any proceeding, including probate and bankruptcy proceedings, to which Mortgagee shall be a party, either as plaintiff, claimant or defendant, by reason of this mortgage or any indebtedness hereby secured; or (ii) preparations for the commencement of any suit for the foreclosure hereof after accrual of such right to foreclose whether or not actually commenced; or (iii) preparations for the defense of any threatened suit or proceeding which might affect the premises or the security hereof, whether or not actually commenced. The proceeds of any foreclosure sale shall be distributed and applied to the items described in sub-paragraphs (a), (b), and (c) in order of priority inversely to the manner in which said sub-paragraphs are above listed and any surplus of the proceeds of such sale shall be paid to Mortgagor.

17. No remedy or right of Mortgagee shall be exclusive of but shall be in addition to every other remedy or right now, or hereafter, existing at law or in equity. No delay in exercising, or omission to exercise, any remedy or right, accruing on any default, shall impair any such remedy or right, or shall be construed to be a waiver of any such default, or acquiescence therein, nor shall it affect any subsequent default of the same or a different nature. Every such remedy or right may be exercised concurrently or independently, and when and as often as may be deemed expedient by Mortgagee.

If Mortgagor is a corporation, Mortgagor, for itself and for each and every person it may legally bind hereafter acquiring any interest in or title to the premises, does hereby waive any and all rights of redemption from sale under any order or decree of foreclosure of this mortgage.

Without affecting the liability of Mortgagor or any other person (except any person expressly released in writing) for payment of any indebtedness secured hereby or for performance of any obligation contained herein, and without affecting the rights of Mortgagee with respect to any security not expressly released in writing, Mortgagee may, at any time and from time to time, either before or after the maturity of said note, and without notice or consent:

(a) Release any person liable for payment of all or any part of the indebtedness or for performance of any obligation.

(b) Make any agreement extending the time or otherwise altering the terms of payment of all or any part of the indebtedness, or modifying or waiving any obligation, or subordinating, modifying or otherwise dealing with the lien or charge hereof.

(c) Exercise or refrain from exercising or waive any right Mortgagee may have.

(d) Accept additional security of any kind.

(e) Release or otherwise deal with any property, real or personal, securing the indebtedness, including all or any part of the property mortgaged hereby.

Upon full payment of all sums secured hereby at the time and in the manner provided, then this conveyance shall be null and void and within thirty days after written demand therefor a reconveyance or release of the premises shall be made by Mortgagee to Mortgagor.

All provisions hereof shall inure to and bind the respective heirs, executors, administrators, successors, vendees and assigns of the parties hereto, and the word Mortgagor shall include all persons claiming under or through Mortgagor 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. Wherever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

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

Thomas E. Powers
Thomas E. Powers

Sally Lynch Powers
Sally Lynch Powers



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To Have and to Hold the premises unto Mortgagee, its successors and assigns, forever, for the purposes and 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 Mortgagee does hereby expressly release and waive.

Mortgagee covenants and agrees:

1. To pay, when due, all sums secured hereby.
2. Not to abandon the premises; to keep the premises in good condition and repair and not to commit or suffer waste; to pay for and complete within a reasonable time any building or improvement on the premises which may become damaged or destroyed; to refrain from impairing the value of the security; to make no material alterations of the premises; and, if the premises are used or usable for agricultural purposes, to cut no trees on the premises, except for domestic purposes.
3. To comply with all requirements of law or municipal ordinances governing the premises and the use thereof; and to permit Mortgagee to inspect the premises at all reasonable times.
4. To keep the premises free from mechanics' or other liens or claims of any kind; to pay when due any indebtedness which may be secured by a lien or charge on the premises; and, upon request, to exhibit to Mortgagee satisfactory evidence of the payment and discharge of such liens or claims.
5. To pay, ten days before any penalty attaches, all general taxes and to pay, when due, all special taxes, special assessments, water charges, drainage charges, sewer charges and other charges against the premises, of any kind whatsoever, which may be levied, assessed, charged or imposed on the premises, or any part thereof.
6. To promptly pay all taxes and assessments assessed or levied under and by virtue of any state, federal, or municipal law or regulation heretofore passed, against Mortgagee upon this mortgage or the debt hereby secured, or upon its interest under this mortgage, provided however, that the total amount so paid for any such taxes pursuant to this paragraph together with the interest payable on said indebtedness shall not exceed the highest lawful rate of interest in Illinois and provided further that in the event of a change of any such law or regulation, the entire indebtedness secured by this mortgage shall thereupon become immediately due and payable at the option of Mortgagee.
7. To exhibit to Mortgagee, at least annually and at any time upon request, official receipts showing full payment of all taxes, assessments and charges which Mortgagee is required or shall elect to pay hereunder.
8. To deliver to Mortgagee all original leases (hereinafter assigned) which Mortgagee may at any time request, with proper assignments thereof; and neither to procure, permit nor accept any prepayment of any rent nor to release any tenant from any obligation, at any time while the indebtedness secured hereby remains unpaid, without Mortgagee's written consent.
9. To keep the premises continuously insured until the indebtedness secured hereby is fully paid (or in case of foreclosure until expiration of the period of redemtion) against loss or damage under such types of hazard and liability insurance and in such forms, amounts and companies as may be approved or required from time to time by Mortgagee (in the absence of any specified requirements, such insurance shall be under policies providing for payment by the insurance company of moneys or sufficient other to pay the full cost of replacing or repairing the premises or to pay in full the indebtedness secured hereby); all policies whether or not required by the terms of the mortgage, shall contain loss payable clauses in favor of Mortgagee (or, in case of foreclosure sale, in favor of the owner of the certificate of sale); in the event of loss, Mortgagee shall immediately notify Mortgagee in writing and Mortgagee heretofore authorized hereby, authorizes and directs each and every insurance company concerned to make payments for such loss directly and solely to Mortgagee (who may, but need not, make proof of loss) and Mortgagee is hereby authorized to adjust, collect and compromise, in its discretion, all claims under all policies, and Mortgagee shall sign, upon demand by Mortgagee, all receipts, vouchers and all papers required by the insurance companies, and the insurance proceeds, or any part thereof, may be applied by Mortgagee, at its option, either to the redemption of the indebtedness hereby secured or to the restoration or repair of the property damaged, and any application thereof to the indebtedness shall not relieve Mortgagee from making the payments hereon required until the indebtedness is paid in full. Mortgagee may, from time to time, at its option, waive, and after any such waiver, reinsure, any or all provisions hereof requiring deposit of insurance policies, by notice to Mortgagee in writing.
10. To deliver to Mortgagee, all policies of insurance with evidence of premiums prepaid (renewal policies to be delivered not less than ten days prior to the respective dates of expiration), and all certificates of title, title guarantee policies, Torrens certificates of title and other evidence of title to the premises, all of which shall be held by Mortgagee without liability, and in the event of foreclosure of this mortgage or transfer of title to the premises in extinguishment of said indebtedness, shall become the absolute property of Mortgagee.
11. If required by Mortgagee, to make monthly deposits with Mortgagee, in a non-interest bearing account, in addition to the payments and premiums (one-twelfth of the yearly premiums for insurance on the premises, the amount of such taxes, assessments and premiums, when unknown, shall be estimated by Mortgagee. Such deposits shall be used by Mortgagee to pay such taxes, assessments and premiums when due. Any insufficiency of such account to pay such taxes, assessments or premiums when due shall be paid by Mortgagee on demand. Upon any default under this mortgage, Mortgagee may apply any funds in said account to any obligation then due under this mortgage. The enforceability of the covenants relating to taxes, assessments and insurance premiums herein otherwise provided, shall not be affected, except in so far as the obligations thereunder have been actually met by compliance with this paragraph. Mortgagee may from time to time at its option waive, and after any such waiver reinsure, any or all provisions hereof requiring deposits for taxes, assessments or insurance premiums, by notice to Mortgagee in writing. While any such waiver is in effect Mortgagee shall pay taxes, assessments and insurance premiums as herein elsewhere provided.
12. Mortgagee, at its option, may hereafter, upon request of Mortgagee, at any time before full payment of this mortgage, make further advances to Mortgagee, to be evidenced by a note or notes of Mortgagee and the same with interest, shall be on a party with and not subordinate to the indebtedness evidenced by the Note and shall be secured hereby in accordance with all covenants and agreements herein contained; provided that the amount of principal secured hereby and provided that if Mortgagee shall not, including the amount of any such advance, exceed the original principal sum secured hereby; and provided that if Mortgagee shall make further advances as aforesaid, Mortgagee shall repay all such advances in accordance with the note or notes evidencing the same, which Mortgagee shall execute and deliver to Mortgagee and which shall be payable on or before the maturity of this mortgage and shall include such other terms as Mortgagee shall require.
13. Any awards of damage resulting from condemnation proceedings or the taking or injury of the premises for public use (all such awards, to the total amount of the indebtedness secured by this mortgage, are hereby transferred and assigned to Mortgagee) shall be paid to Mortgagee and the proceeds or any part thereof may be applied by Mortgagee, at its option, after the payment of all of its expenses, including costs and attorneys' fees, to the redemption of the indebtedness hereby secured and Mortgagee is hereby authorized, on behalf and in the name of Mortgagee, to execute and deliver valid acquittances and to appeal from any such award.
14. In event of default in performance of any of Mortgagee's covenants or agreements herein contained, Mortgagee may, but need not, make any payment or perform any act heretofore required of Mortgagee, 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, compromise or settle any lien or any other lien, encumbrance, suit, title or claim thereof, or redeem from any tax sale or foreclosure affecting the 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 therewith, including attorneys' fees, and any other moneys advanced by Mortgagee to protect the 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 12% per annum. Mortgagee, making any payment hereby authorized relating to taxes or assessments, shall be the sole judge of the legality and validity thereof and of the amount necessary to be paid in satisfaction thereof.