

UNOFFICIAL COPY

MORTGAGE

8 5 7 4 3 0 4 4
85 343 844

THIS INDENTURE WITNESSETH: That the undersigned Joseph P. Atria and Sonia M.

Atria, his wife

13.00

of the Village of Bensenville County of DuPage State of Illinois, hereinafter referred to as the Mortgagor, does hereby Mortgage and Warrant to

MIDWEST BANK & TRUST COMPANY
1606 N. HARLEM AVENUE
ELMWOOD PARK, ILLINOIS 60635

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

Lot 11 (except the West 25 feet thereof and except the Easterly 20 inches of Lot 11) in Joseph Bouch's Addition to Mont Clare, a Subdivision in the West 1/2 of the South West 1/4 of the South West 1/4 of Section 30 Township 40 North, Range 13 East of the Third Principal Meridian, in Cook County, Illinois. PI# 13-30-325-017

It is hereby agreed that in the event the maker sells, transfers, conveys, assigns, or disposes of the property herein involved, or suffers or permits the transfer of the title to said property by operation of law or creditor process, or further encumbers said property, without first securing the written consent of the holder, then and in any such event, at the option of the holder, the entire principal balance of the note secured by this mortgage shall become immediately due and payable, together with all accrued interest. In the event of the commencement of Judicial proceedings to foreclose this mortgage maker does hereby expressly waive any and all rights of redemption from sale under any order or decree of foreclosure of this mortgage on behalf of maker and each and every person it may legally bind acquiring any interest in or title to the premises after the date of the execution of this mortgage; and maker for itself its successors and assigns, and for all it may legally bind, agrees that when sale is had under any decree of foreclosure of this mortgage, upon confirmation of such sale, the master in chancery of other officer making

such sale, or his successor in office, shall be and is authorized immediately to execute and deliver to the purchaser at such sale, a deed conveying the premises, showing the amount paid therefor, and if purchased by the person in whose favor the order or decree is entered, the amount of his bid therefor.

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 Ninety Two Thousand and no/100ths Dollars (\$ 92,000.00), which note, together with interest thereon as provided by said note, is payable in monthly installments of One Thousand Sixty One and 50/100ths DOLLARS (\$1,061.50) on the 5th day of each month, commencing with February 5, 1985 until the entire sum is paid, except that the final payment of principal and interest, if not sooner paid, shall be due on the 5th day of January 1991.

A late charge penalty of 5% of the principal and interest will be charged on payments received after the 20th of the month.

Courtesy address: 2136-38 Grand ave Chicago

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 either 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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Box

MORTGAGE

MIDWEST BANK AND TRUST COMPANY LAWWOOD PARK, ILLINOIS 62339

BOX 333-CA

Loan No.

85 343 844

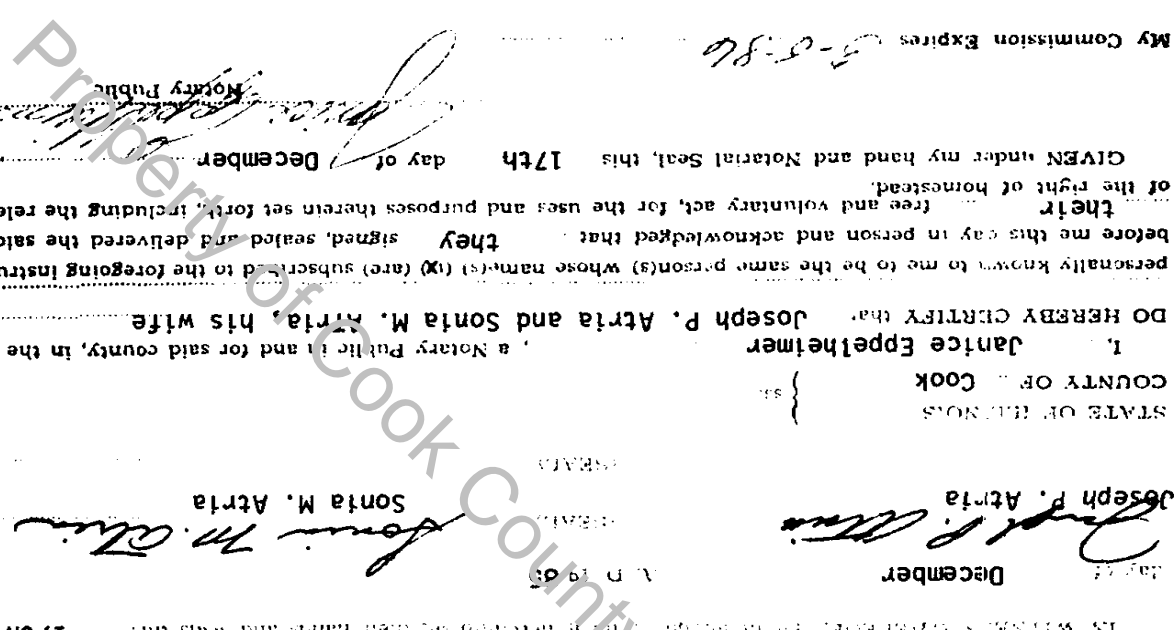
My Commission Expires 5-8-86

GIVEN under my hand and Notarial Seal, this 17th day of December, 1985, A. D. 1985, they personally known to me to be the same person(s) whose name(s) (or) names (or) names of the foregoing instrument, appeared before me this day in person and acknowledged that they signed, sealed and delivered the said instrument as their free and voluntary act, for the use and purposes therein set forth, including the release and waiver of the right of redemption.

DO HEREBY CERTIFY that Joseph P. Atria and Sonta M. Atria, his wife, a Notary Public in and for said county, in the State aforesaid,

STATE OF ILLINOIS COUNTY OF COOK

Joseph P. Atria and Sonta M. Atria, Notary Public in and for said county, in the State of Illinois. December 17th 1985. (Signatures and seals)



IN WITNESS WHEREOF, the undersigned have hereunto set their hands and seals this 17th

(1) That in the event of default in payment any of the covenants herein, the Mortgages may do on the Mortgages' behalf all necessary steps to be taken to protect the lien hereof; that the Mortgages may, in the event of default in payment, do on the Mortgages' behalf all necessary steps to protect the lien hereof; and that the Mortgages may do on the Mortgages' behalf all necessary steps to protect the lien hereof;

(2) That the Mortgages shall not incur any personal liability in respect of anything it may do or omit to do hereunder and that Mortgages shall not incur any personal liability in respect of anything it may do or omit to do hereunder and that Mortgages shall not incur any personal liability in respect of anything it may do or omit to do hereunder and that Mortgages shall not incur any personal liability in respect of anything it may do or omit to do hereunder;

(3) That the Mortgages shall not incur any personal liability in respect of anything it may do or omit to do hereunder and that Mortgages shall not incur any personal liability in respect of anything it may do or omit to do hereunder and that Mortgages shall not incur any personal liability in respect of anything it may do or omit to do hereunder and that Mortgages shall not incur any personal liability in respect of anything it may do or omit to do hereunder;

(4) That the Mortgages shall not incur any personal liability in respect of anything it may do or omit to do hereunder and that Mortgages shall not incur any personal liability in respect of anything it may do or omit to do hereunder and that Mortgages shall not incur any personal liability in respect of anything it may do or omit to do hereunder and that Mortgages shall not incur any personal liability in respect of anything it may do or omit to do hereunder;

B. MORTGAGOR FURTHER COVENANTS:

85 343 844

(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.

A. THE MORTGAGOR COVENANTS:

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 (1/12) of the estimated future advances as hereinafter provided and to secure the performance of the Mortgagor's covenants herein contained, the Mortgagor agrees as hereinafter provided and to secure the performance of the Mortgagor's covenants herein contained.

A late charge penalty of 5% of the principal and interest will be charged on payments received after the 20th of the month.

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 Law of the State of Illinois, which said rights and benefits said Mortgagee does hereby release and waive.

Lot 11 (except the West 25 feet thereof and except the Easterly 20 inches of Lot 11) in Joseph Bouch's Addition to Mont Clare, a Subdivision in the West 1/2 of the South West 1/4 of Section 30 Township 40 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois. P.I.# 13-30-325-017 X

ELMWOOD PARK, ILLINOIS 60635
1606 N. HARLEM AVENUE
MIDWEST BANK & TRUST COMPANY

Village of Bensenville
County of DuPage
State of Illinois

THIS INDENTURE WITNESSETH: That the undersigned, Joseph P. Atria and Sonia M. Atria, his wife
1300

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B. MORTGAGOR FURTHER COVENANTS:

(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 covenanted, that the Mortgagee may also on any day of the term hereof, at its option, to protect the loan hereof, that the Mortgagor will repay upon demand any money paid or advanced by the Mortgagee for any of the above purposes and such moneys together with interest thereon at the highest rate for which a third party lender could obtain, shall become so much additional indebtedness hereby assumed and may be secured in any manner for all or part thereof and be paid out of the rents or proceeds of sale of said premises if not paid when paid shall be added to the principal of the Mortgage to insure into the validity of any loan or advance made by the Mortgagee in any amount above the amount herein contained shall be deemed as repaying the Mortgagee any money advanced for any purpose herein to do any act hereunder; and that Mortgagee shall not incur any personal liability because of anything it may do or fail to do hereunder;

(2) That it is the intent hereof to secure payment of the debt, whether the entire amount shall have been advanced to the Mortgagor at the date hereof or at a later date, or being so advanced shall have been repaid in part and further advances made at a later date, which advances shall in no case exceed the principal amount of the indebtedness greater than the original principal amount plus any amount of interest 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 proceedings be instituted 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 Mortgagee shall make an assignment for the benefit of its creditors, or if a party be placed under control of or in custody of any court or officer of the court, or if the Master of any vessel of said property, then and in any of said events, the Mortgagee may by its authorized agent or agents, without notice, without affecting the heretofore stated terms of this mortgage, and without notice to the Mortgagor, and apply toward the payment of said mortgage indebtedness any indebtedness of the Mortgagor, and said Mortgagee may also immediately proceed to foreclose this mortgage, and to cause a sale to be made of the premises comprised without affecting the several parts separately;

(4) That upon the commencement 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 rent 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 expense of such receivership, or on any deficiency decree whether there be a decree for or in personam or not, such receiver may elect to terminate any lease prior to the hereof; and upon foreclosure of said premises, there shall be allowed and included as an additional indebtedness in the decree of sale all expenditures and expenses, together with interest thereon at the rate of eight per centum per annum, which may be paid or incurred hereon on behalf of the Mortgagee and deemed by the Mortgagee to be reasonably necessary either to prosecute such suit or to enforce its lien 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 (a) any proceeding including private 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.

IN WITNESS WHEREOF, the undersigned has hereunto set their hands and seals this 17th

Day of December A. D. 1985

Joseph P. Atria
Joseph P. Atria

Sonia M. Atria
Sonia M. Atria (SEAL)

STATE OF ILLINOIS }
COUNTY OF Cook } ss.

I, Janice Eppelheimer, a Notary Public in and for said county, in the State aforesaid, DO HEREBY CERTIFY that Joseph P. Atria and Sonia M. Atria, his wife,

personally known to me to be the same person(s) whose name(s) (ix) (are) subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed, sealed and delivered the said instrument as 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 Notarial Seal, this 17th day of December, A. D. 1985

Janice Eppelheimer
Notary Public

My Commission Expires 3-5-86

85 343 844

Box

MORTGAGE

Mail to

MIDWEST BANK
AND TRUST COMPANY
ELWOOD PARK ILLINOIS 60635

BOX 333--CA

Loan No.

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Property of Cook County Clerk's Office

COOK COUNTY, ILLINOIS
FILED FOR RECORD

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