

UNOFFICIAL COPY

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MORTGAGE

THIS INDENTURE WITNESSETH: That the undersigned BORRKO POLJIC, a bachelor,

of the City of Chicago County of Cook, State of Illinois, hereinafter referred to as the Mortgagor, does hereby Mortgage and Warrant to WASHINGTON SAVINGS AND LOAN ASSOCIATION OF CHICAGO

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 9 in Block 12 in Cobe and McKinnon's 63rd Street and Kodzia Avenue Subdivision of the West half of the South West quarter of Section 13, Township 38 North, Range 13, in Cook County, Illinois.

Permanent Tax No. 19-1336-026

The mortgagee shall not suffer or permit, without the written consent of the mortgagee, a sale, assignment or transfer of any title, title or interest in and to the said property, or any portion thereof, or of any of the improvements, apparatus, fixtures or equipment which may be found in or upon said property. The mortgagee may collect a "late charge" in accordance with the statutory provisions and Association by-laws relating thereto, for the non-payment of each aggregate monthly payment (total of all payments to be made hereunder) when due.

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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 Twenty-four Thousand and no/100 Dollars (\$ 24,000.00), which note, together with interest thereon as provided by said note, is payable in monthly installments of Two Hundred Fifty Seven and 91/100 DOLLARS (\$ 257.91) on the 1st day of each month, commencing with October 1, 1986 until the entire sum is paid.

Property Address: 6124 So. Gray Chgo, Ill

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.

BOX 158

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Box _____
MORTGAGE

Prepared By: Janice M. Gembara
2869 S. Archer Avenue (60608)

WASHINGTON SAVINGS & LOAN ASSOCIATION
OF CHICAGO
2869 ARCHER AVENUE
CHICAGO, ILLINOIS - 60608

Loan No. 518

My Commission Expires 3-13-88

BOOK COUNT RECORDER #4751 # D 1-34-424752
11:09 AM 09/19/87 11:09:00

GIVEN under my hand and Notarial Seal, this 11th day of September, A. D. 1986
before me this day in person and acknowledged that _____
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 I, Emil S. Gembara, a Notary Public in and for said county, in the State aforesaid,
COUNTY OF Cook STATE OF ILLINOIS

day of September A. D. 1986

(SEAL) _____
(SEAL) _____

IN WITNESS WHEREOF, the undersigned have hereunto set their hands and seals this 11th

the event of a foreclosure sale of said premises there shall first be paid out of the proceeds thereof all of the aforesaid items, placed suit or proceeding which might affect the premises or the security hereof, whether or not actually commenced. In commenced; or (c) preparations for the defense of or intervention in any suit or proceeding or any threatened or contemplated commencement of any suit for the foreclosure hereof after the accrual of the right to foreclose, whether or not actually other party hereto shall be a party to the foreclosure hereof for the reason of this mortgage or the note hereby secured; or (b) preparations for the other party hereto shall be a party to the foreclosure hereof for the reason of this mortgage or the note hereby secured; or (b) preparations for the payable by the Mortgagor in connection with (a) any proceeding including probate or bankruptcy proceedings to which of said premises; all of which amounts together with interest as herein provided shall be immediately due and other to prosecute such suit or to evidence to bidders at any sale held pursuant to such decree the true title to or value which may be paid or incurred by or on behalf of the Mortgagor and deemed by the Mortgagor to be reasonably necessary decree of sale all expenditures and expenses together with interest thereon at the rate of _____ per annum, hereof; and upon foreclosure of said premises, there shall be allowed and included as an additional indebtedness in the whether there be a decree hereof in person or not, such receiver may elect to terminate any lease junior to the lien protection and preservation of the property, including the expenses of such receivership, or on any deficiency decree as after the Master's sale, toward the payment of the indebtedness, costs, taxes, insurance or other items necessary for the and the statutory period of redemption, and such rents, issues and profits, when collected, may be applied before as well manage and rent to collect the rents, issues and profits of said premises during the pendency of such foreclosure suit at any time, and without notice to the Mortgagor, or any party claiming under him, appoint a receiver with power to (4) I have upon the commencement of any foreclosure proceeding hereunder, the court in which such bill is filed may of the premises in a message without offering the several parts separately;

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B. MORTGAGOR FURTHER COVENANTS:

(1) That in the case of failure to perform any of the covenants herein, the Mortgagor may do on the Mortgagor's behalf everything so covenanted; that the Mortgagor may also do any act it may deem necessary to protect the lien hereof; that the Mortgagor will repay upon demand any money paid or disbursed for any of the above purposes so much additional indebtedness hereby secured and may be included in any decree foreclosing this mortgage and be paid out of the rents or proceeds of sale of said premises if not otherwise paid; that it shall not be obligatory upon the Mortgagor to inquire into the validity of any lien, encumbrance, or claim in advancing money as above authorized, but nothing herein contained shall be construed as requiring the Mortgagor to advance any money for any purpose not to do hereunder; and that Mortgagor shall not incur any personal liability because of anything it may do or omit to do hereunder;