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COOK COUNTY CLERK'S OFFICE 86576633

Handwritten: Jody 51073378

This MORTGAGE WITNESSETH, That Ron Schwarz of his nominee, (the "Mortgagor") of P.O. Box 203, Olympia Fields, Illinois 60461, Cook County, State of Illinois, MORTGAGE AND WARRANT to Patricia L. Eugels, and Henry W. Eugels, (the "Mortgagee") of Route #1, Box 448, Homewood, Kanebaker County, State of Illinois, the following described real estate in Cook County, State of Illinois.

Lots 20 and 21 in County Clerk's Division of West 1/2 of the Southeast 1/4 of Section 26, Township 35 N, Range 13 East of the 3rd Principal Meridian, in Cook County, Illinois, Permanent Tax Parcel 11-20-500-020 volume 130.

(hereinafter referred to as the "Mortgaged Premises") together with all rights, privileges, interests, easements, hereditaments, appurtenances, and all other things in any way connected, appertaining, or in any way related in connection with, the mortgaged premises, and all the rents, issues, income and profits thereof.

This mortgage is subject to prior mortgage  
Mortgagor: Henry W. Eugels and Patricia L. Eugels, his wife,  
Mortgagee: Chicago Heights Federal Savings and Loan Association,  
Dated : October 29, 1976 Amount: \$27,000.00  
Recorded : November 12, 1976 Document: 23,703,721  
said prior mortgage balance due on October 29, 1984 is \$17,049.67.

This mortgage is given to secure the performance of the provisions hereof and the payment of a certain promissory note ("note") dated

August 1 1975, in the principal amount of  
Fifty Thousand Eight Hundred & no/100 - - - - Dollars (\$50,800.00)  
due in 15 years, with interest of twelve (12%) percent per annum,  
first maturity date of December 1, 1991.

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Said principal and interest was payable as follows, payments of \$600.00 per month due on the 15th day of each month, plus escrow sum of \$100.00 per month for allocation to the insurance and taxes so due from time to time. The mortgagor shall have option of prepayment in multiples of \$50.00. The Mortgagee (jointly and severally) covenants and agrees with the Mortgagee that:

1. PAYMENT OF INDEBTEDNESS. The Mortgagor shall pay when due all indebtedness secured by this mortgage, on the dates and in the amounts, respectively as provided in the note or in this mortgage, without relief from valuation and appraisement laws, and with attorney's fees.

2. NO LIENS. The mortgagor shall not permit any lien for mechanics or materialmen to attach to any portion of the Mortgaged Premises or any part thereof for more than 60 days after receiving notice thereof from the mortgagee.

3. REPAIR OF MORTGAGED PREMISES; INSURANCE. The mortgagor shall keep the mortgaged premises in good repair and shall not commit waste thereon. The mortgagor shall procure and keep in effect at all times adequate insurance in insurance companies acceptable to the mortgagee against loss, damage to, or destruction of the mortgaged premises because of fire, windstorm or other such hazards in such amount as the mortgagee may reasonably require from time to time, and all such insurance policies shall contain proper clauses naming all persons who have or claim an interest in the mortgaged premises as their respective interests may appear. All such policies of insurance shall be delivered to and retained by the mortgagee until the indebtedness secured hereby is fully paid.

4. TAXES AND ASSESSMENTS. The mortgagor shall with escrow funds pay all taxes levied or assessed against the mortgaged premises, or any part thereof, as and when the same become due and before penalties accrue. Mortgagor shall pay all assessments when due.

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5. **ADVANCEMENTS TO PROTECT SECURITY.** The Mortgagor may, at his option, advance and pay all sums necessary to protect and preserve the security intended to be given by this mortgage. All sums so advanced and paid by the Mortgagor shall become a part of the indebtedness secured hereby and shall bear interest from the date of date of payment at the rate of twelve per cent (12%) per annum. Such sums may include, but are not limited to, insurance premiums, taxes, assessments and liens which may be or become prior and senior to this mortgage or a lien on the Mortgaged Premises, or any part thereof, and all costs, expenses and attorney's fees incurred by the Mortgagor in respect of any and all legal or equitable proceedings which relate to this mortgage or to the Mortgage Promises.

6. **DEFAULT BY MORTGAGOR; REMEDIES OF MORTGAGEE.** Upon default by the Mortgagor in any payment provided for herein or in the Note, or in the performance of any covenant or agreement of the Mortgagor hereunder, or if the Mortgagor shall abandon the Mortgaged Premises, or if a trustee or receiver shall be appointed for the Mortgagor or for any part of the Mortgaged Premises, except if said trustee or receiver is appointed in any bankruptcy, action, then and in any such event, the entire indebtedness secured hereby shall become immediately due and payable at the option of the Mortgagee, without notice, and this mortgage may be foreclosed accordingly. Upon such foreclosure the Mortgagee may execute the abstract of title to the Mortgaged Premises, or obtain other appropriate title evidence, and may add the cost thereof to the principal balance due.

7. **NON-WAIVER; REMEDIES CUMULATIVE.** No delay by the Mortgagee in the exercise of any of his rights hereunder shall preclude the exercise thereof so long as the Mortgagor is in default hereunder, and no failure of the Mortgagee to exercise any of his rights hereunder shall preclude the exercise thereof in the event of a subsequent default by the Mortgagor hereunder. The Mortgagee may enforce any one or more of his rights or remedies hereunder successively or concurrently.

8. **EXTENSION; REDUCTIONS; RENEWALS; CONTINUED LIABILITY OF MORTGAGOR.** The Mortgagee at his option, may extend the time for the payment of the indebtedness, or reduce the payments thereon, or accept a renewal note or notes therefor, without consent of any junior lien holder, and without the consent of the Mortgagor if the Mortgagor has then parted with title to the Mortgaged Premises. No such extension, reduction or renewal shall affect the priority of this mortgage or impair the security hereof in any manner whatsoever, or release, discharge or affect in any manner the personal liability of the Mortgagor to the Mortgagee.

9. **GENERAL AGREEMENT OF PARTIES.** All rights and obligations hereunder shall extend to and be binding upon the several heirs, representatives, successors and assigns of the parties to this mortgage. When applicable, use of the singular form of any word also shall mean or apply to the plural and masculine form shall mean and apply to the feminine or the neuter. The titles of the several paragraphs of this mortgage are for convenience only and do not define, limit or construe the contents of such paragraphs.

10. **WITNESSES WHEREBY,** the Mortgagor has executed this mortgage, this 1st day of August, 1985.

*William A. Kane*  
 \_\_\_\_\_  
 William A. Kane, Mortgagor

*Patricia L. Engels*  
 \_\_\_\_\_  
 Patricia L. Engels, Mortgagor

Matteson-Richton Bank as Trustee  
 under Trust #74-841 dtd 5-27-79

*Henry W. Engels*  
 \_\_\_\_\_  
 Henry W. Engels, Mortgagor

STATE OF ILLINOIS  
 COUNTY OF COOK

Before me, a Notary public in and for Cook County and State, personally appeared the abovesaid parties who acknowledged the execution of the foregoing mortgage.

Witness my hand and Notarial Seal this 1st day of August, 1985

Commission Expires 8-5-1990

THIS INSTRUMENT is executed by the Matteson-Richton Bank, not personally but as trustee as aforesaid in the exercise of the power and authority conferred upon and vested in it as such trustee (and said Matteson-Richton Bank, hereby warrants that it possess full power and authority to execute this instrument), and it is expressly understood and agreed that nothing herein contained shall be construed as creating any liability on the said Matteson-Richton Bank.

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Mail to - **UNOFFICIAL COPY**

Patricia C. Engels  
P.O. Box 103  
Lake Village, TN  
46349



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DEPT-01 RECORDING \$13.25  
T21444 TRAN 0563 12/22/02 12:22:00  
1336 # D \* - 6433  
COOK COUNTY RECORDER

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**13**<sup>00</sup> MAIL

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