

UNOFFICIAL COPY

TOTAL 604-865-76833

Tell HERBERT SCHWARTZ, that ROB SCHWARTZ or his nominee, (the "successor") or P.O. Box 203, Olympia Fields, Illinois 60461, Cook County, Illinois, Illinois, MORTGAGE AND WARRANT TO Patricia L. Singel, and acting as trustee, (the "mortgagee") or Route #1, Box 448, Romeoville, DuPage County, Illinois, the following described real estate in Cook County, State of Illinois.

Block 20 and 21 in County Clerk's Division of West 1/2 of the
tracture 174 in Section 26, Township 35 N, Range 13 East of the
First Principal Meridian, in Cook County, Illinois, Permanent Tax
Deed #1-26-300-020 volume 130.

hereinafter referred to as the "Mortgaged Premises") together with all fixtures, fittings, equipment, chattels, hereditaments, appurtenances, easements, rights of way, and other interests, rights, or appurtenances, now or hereafter existing in or relating to the Mortgaged Premises, and all the rents, issues, income and profits thereof.

This mortgage is subject to prior mortgage
Lentgator: Jerry G. Angels and Patricia L. Angels, 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
Last prior mortgage balance due on October 29, 1984 is \$17,049.67.

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

August 1 1985, in the principal amount of
Fifty Thousand Eight Hundred & no/100 - - - - - Dollars (\$50,800.00)
due in 15 years, with interest or twelve (12%) percent per annum,
from which date on December 1, 1985, \$300.00,

Said principal and interest are payable as follows, payment of \$600.00 per month due on the 11th day of each month, plus accrued 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 repayment in multiples of \$50.00. The Mortgagor (younger and severalty) covenants and agrees with the Mortgagor, 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 acceleration and prepayment of same, and with interest accrued.

2. NO LEGS. The Norwegian shall use plow day legs for exchange or variation so as to not exceed 1000 Norwegian Presteren or any part thereof for more than 45 days after receiving notices - except from the government.

5. PAYMENT OF MORTGAGEE INSURANCE. The mortgagor shall keep the mortgaged premises in good repair and shall not commit waste damage to the mortgaged until insurance has been put in effect at all times, and such insurance to be insurance companies acceptable to the Lender and which does not exceed 10% of the amount of the mortgaged property because of fire, windstorms or other such hazards in such amount as the Mortgagor may reasonably require from time to time, and all such insurance policies shall contain proper clauses during all periods of non-effectiveness in the form above and the form which the respective interests may require. All such policies of insurance shall be delivered to and retained by the Lender until the indebtedness secured hereby is fully paid.

9. PAYMENT AND ASSESSMENTS. The Borrower shall with respect to funds payable under levied or assessed against the Mortgaged Premises, or any part thereof, as and when the same become due and before penalties accrue, immediately shall pay all assessments when due.

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5. ADVANCEMENTS TO PROTECT SECURITY. The Mortgagor may, at own 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 such 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, 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 Mortgaged Premises.

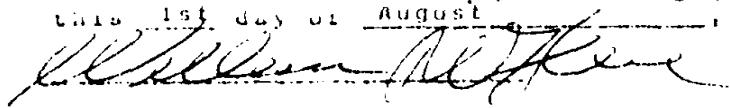
6. DEFAULT BY MORTGAGOR; REMEDIES OF MORTGAGEE. Upon default by the Mortgagor in any payment provided for herein or in the Note, or in the performance of any covenant or agreement of the Mortgagor hereunder, or if the Mortgagor shall abandon the Mortgaged Premises, or if a trustee or receiver shall be 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 Mortgagor, without notice, and this mortgage may be foreclosed accordingly. Upon such foreclosure the Mortgagor may continue 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.

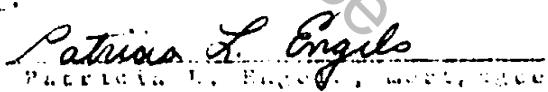
7. NON-WAIVER; REMEDIES CUMULATIVE. No delay by the Mortgagor in the exercise of any of his rights hereunder shall preclude the exercise thereof so long as the Mortgagor is in default hereunder, and no failure of the Mortgagor to exercise any of his rights hereunder shall preclude the exercise thereof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

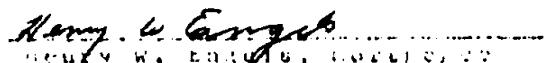
8. EXTENSION; REDUCTIONS; RENEWALS; CONTINUED LIABILITY OF MORTGAGOR. The Mortgagor at his option, may extend the time for the payment of the indebtedness, or reduce the payments therein, or accept a renewal note or notes therefor, without consent of any junior lienholder, and without the consent of 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 affect the security hereof in any manner whatsoever, or release, discharge or affect in any manner the personal liability of the Mortgagor to the Mortgagor.

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 instrument. 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 control the contents of such paragraphs.

In witness whereof, the Mortgagor and Mortgagor and witnesses, this 1st day of August, 1985.


Matteson-Richter Bank as Trustee
under Trust #25-841 MIO 5-22-77


Patricia L. Engels, Trustee
Newy W. Engels, Notary Public


Newy W. Engels, Notary Public

STATE OF Illinois
County of Cook

Before me, a Notary public in and for said County and State, personally appeared the aforementioned parties who acknowledged the execution of the foregoing instrument.

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

CERTIFICATION: Expiration 8-5-1988

THIS INSTRUMENT IS executed by the Matteson-Richter 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-Richter Bank, hereby warrants that it possesses 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-Richter Bank.

NOTARY PUBLIC
ILLINOIS

86576633

Mail to - **UNOFFICIAL COPY**

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



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DEPT-01 RECORDING
T/A444 TRAN 0563 SP/43002 12-22-00 \$13.25
13366 # D 43002 12-22-00 5433
COOK COUNTY RECORDER

86, 576633

