

5. The proceeds of any foreclosure sale of the premises shall be distributed and applied in the following order of priority: First, on account of all costs and expenses incident to the foreclosure proceedings, including all such items as are mentioned in the preceding paragraph hereof; second, the amount which under the terms hereof constitute secured indebtedness additional to that evidenced by the note, with

4. When the indebtedness hereby secured shall become due whether by acceleration or otherwise, the lender shall have the right to foreclose the lien hereof. In any suit to foreclose, there shall be allowed and included as additional indebtedness in the decree for sale, all expenses and costs (which may be estimated as to items to be expended after entry of the decree) of procuring all such abstracts of title, title searches and examinations, title policies, Torrens certificates, and similar data and assurances with respect to title as a Mortgagee may deem to be reasonably necessary either to prosecute such suit or to evidence to bidders at any sale which may be had pursuant to such decree, the true condition of the title or the value of the premises. All expenditures and expenses of the nature in this paragraph mentioned shall become so much additional indebtedness secured hereby and immediately due and payable with interest thereon at a rate equivalent to the post maturity rate set forth in the note secured by this Mortgage, if any, otherwise the pre maturity rate set forth therein, when paid or incurred by Mortgagee in connection with plaintiff, claimant or defendant, by reason of this Mortgage or any indebtedness hereby secured; or (b) any proceeding, including probate and bankruptcy proceedings to which it shall be a party, either as a party, claimant or defendant, when paid or incurred by Mortgagee in connection with plaintiff, claimant or defendant, by reason of this Mortgage or any indebtedness hereby secured; or (c) any proceeding which might affect the premises or the security hereof, whether or not actually commenced, foreclosed whether or not actually commenced, or (d) preparations for the defense of any threatened suit or proceedings which might affect the premises or the security hereof, whether or not actually commenced.

3. At the option of Mortgagee, and without notice to Mortgagor, its successors or assigns, all unpaid indebtedness secured by this Mortgage shall, notwithstanding anything in the note or in this Mortgage to the contrary, become due and payable (a) immediately in the case of default in making payment of interest on the note or (b) in the event of the failure of Mortgagor or its successors or assigns, to do any of the things specifically set forth in paragraph one hereof, and such default shall continue for three days, said option to be exercised at any time after the expiration of said three day period.

2. The Mortgagee in making any payment hereof, authorized relating to taxes, or assessments, may do so according to any bill, statement or estimate procured from the appropriate public office without inquiry into the accuracy of such bill, statement or estimate or into the validity of any tax, assessment, sale, foreclosure, tax lien or title or claim thereof.

1. It is further understood and agreed that the premises and the improvements thereon, together with all fixtures and appurtenances, shall be held by Mortgagee, its successors and assigns, forever, to have and to hold the premises unto the said Mortgagee, its successors and assigns, forever. I, the undersigned, do hereby certify that the foregoing is a true and correct copy of the original as the same appears in the records of the County of ... State of ...

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interest thereon as herein provided; ~~third~~ ¹³ all principal and interest remaining unpaid on the note; fourth, any overplus to Mortgagor, its legal representatives or assigns, as their rights may appear.

6. Upon, or at any time after the filing of a bill to foreclose this Mortgage, the court in which such bill is filed may appoint a receiver of said premises. Such appointment may be made either before or after sale, without notice, without regard to the solvency or insolvency at the time of application for such receiver, of the person or persons, if any, liable for the payment of the indebtedness secured hereby, and without regard to the then value of the premises or whether the same shall be then occupied as a homestead or not, and the Mortgagee may be appointed as such receiver. Such receiver shall have power to collect the rents, issues and profits of said premises during the pendency of such foreclosure suit and, in case of a sale and a deficiency, during the full statutory period of redemption, whether there be redemption or not, as well as during any further times when Mortgagor, its successors or assigns, except for the intervention of such receiver, would be entitled to collect such rents, issues and profits, and all other powers which may be necessary or are usual in such cases for the protection, possession, control, management and operation of the premises during the whole of said period. The court from time to time may authorize the receiver to apply the net income in his hands in payment in whole or in part of: (a) The indebtedness secured hereby, or by any decree foreclosing this Mortgage, or any tax, special assessment or other lien which may be or become superior to the lien hereof or of such decree, provided such application is made prior to foreclosure sale, (b) the deficiency in case of a sale and deficiency.

7. Mortgagee shall have the right to inspect the premises at all reasonable times and access thereto shall be permitted for that purpose.

~~8. Upon the occurrence of default under the terms hereof of the Note, Mortgagee will, upon demand of Mortgagor (which may be made at any time and from time to time), execute and deliver to Mortgagor partial releases releasing from the lien hereof such portion or portions of the premises as Mortgagor shall designate. Mortgagor, to be entitled to the execution and delivery of any such partial release, shall pay to Mortgagee at the time of such demand an amount equal to the required "prepayment for partial release" for each portion of the premises so designated by Mortgagor, as set forth in the Schedule of one page hereto annexed. Said amount shall be applied upon the principal balance of the indebtedness secured hereby by this Mortgage, in Mortgagee's reasonable discretion in addition to a fee for preparing and recording such partial releases.~~

9. THE MORTGAGOR HEREBY WAIVES ANY AND ALL RIGHTS OF REDEMPTION FROM SALE UNDER ANY ORDER OR DECREE OF FORECLOSURE OF THIS MORTGAGE ON BEHALF OF MORTGAGOR, ~~THE OTHERS OF THE SAME, AND EACH AND EVERY PERSON, EXCEPT DECREE OR JUDGMENT CREDITORS OF THE MORTGAGOR, ACQUIRING ANY INTEREST IN OR TITLE TO THE PREMISES MORTGAGED HEREUNDER SUBSEQUENT TO THE DATE OF THIS MORTGAGE.~~

10. If any guarantor of payment of the indebtedness secured hereby ~~is or becomes insolvent or files a petition under the Federal Bankruptcy Act, as such Act may from time to time be amended, or under any similar or successor Federal statute relating to bankruptcy, insolvency, arrangements or reorganizations, or shall file an answer in an involuntary proceeding admitting insolvency or inability to pay debts, or shall be adjudged a bankrupt, or if his or their beneficial interest in said Trust shall become subject to attachment, garnishment, or other judicial seizure which is not discharged within 10 days, then Mortgagee may at Mortgagee's option declare all of the sums secured by this Mortgage to be immediately due and payable without prior notice to Mortgagor.~~

11. On the sale or transfer of all or any part of the premises subject to the lien of this Mortgage, ~~or if the mortgagor or any other person who is a party to this mortgage becomes insolvent or files a petition under the Federal Bankruptcy Act, as such Act may from time to time be amended, or under any similar or successor Federal statute relating to bankruptcy, insolvency, arrangements or reorganizations, or shall file an answer in an involuntary proceeding admitting insolvency or inability to pay debts, or shall be adjudged a bankrupt, or if his or their beneficial interest in said Trust shall become subject to attachment, garnishment, or other judicial seizure which is not discharged within 10 days, then Mortgagee may at Mortgagee's option declare all of the sums secured by this Mortgage to be immediately due and payable.~~ This option shall not apply in case of (a) transfers by devise, descent or by operation of law upon the death of an individual, (b) sales or transfers when the transferee's creditworthiness and management ability are satisfactory to Mortgagee and the transferee has executed prior to the sale or transfer a written assumption agreement containing such terms as Mortgagee may require, including, if required by Mortgagee, an increase in the rate of interest payable under the Note, and (c) transfers of all of the premises then encumbered by this Mortgage, ~~to an institutional lender or to a private lender satisfactory to Mortgagee.~~

~~12. This Mortgage is secured by~~

~~the following property:~~

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CONCORDIA FEDERAL BANK
FOR SAVINGS
2320 THONANTON ROAD
LITCHFIELD, ILLINOIS 60438



My Commission Expires: [Signature]
Notary Public for Illinois
I, the undersigned, a Notary Public in and for said county and state, do hereby certify that George T. Dangles and Patti R. Dangles, his wife, personally known to me to be the same person(s) whose name(s) are subscribed to the foregoing instrument, appeared before me this 1st day of November, 1986, and acknowledged that they signed and delivered the said instrument as their free and voluntary act, for the uses and purposes therein set forth.

TH444 TRUN 0572 12/05/86 07:23:00
#3844 # D * - 01 - 100000
DEPT. OF RECORDING

Patti R. Dangles

George T. Dangles

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PERSONALLY TO PAY THE SAID NOTE OR ANY INTEREST THAT MAY ACCRUE THEREON, OR ANY INDEBTEDNESS ACCRUING HEREUNDER, OR TO PERFORM ANY COVENANT EITHER EXPRESS OR IMPLIED HEREIN CONTAINED, ALL SUCH LIABILITY, IF ANY, BEING EXPRESSLY WAIVED BY MORTGAGEE AND BY EVERY PERSON NOW OR HEREAFTER CLAIMING ANY RIGHT OR SECURITY INTEREST IN THE SAID NOTE OR ANY INTEREST THEREIN, AND THAT SO FAR AS THE MORTGAGOR AND ITS SUCCESSORS AND SAID BORROWERS HAVE EXECUTED THE MORTGAGE, IN WITNESS WHEREOF, THE MORTGAGEE HAS HEREBY SET HIS HAND AND SEAL AT LITCHFIELD, ILLINOIS, THIS 1ST DAY OF NOVEMBER, 1986.

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