

UNOFFICIAL COPY

(Individual Form)

Loan No. 20074-2

THE UNDERSIGNED,

Quentin S. Podraza and Diana L. Podraza, His Wife
and

George D. Grossman and Karen Ann Grossman, His Wife
of the City Chicago, County of Cook, State of Illinois

hereinafter referred to as the Mortgagor, does hereby mortgage and warrant to

SECURITY FEDERAL SAVINGS AND LOAN ASSOCIATION OF CHICAGO

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

Lot 35 in Block 3 in Wetherbee and Gregory's Subdivision of the North 1/2 of the Northwest
1/4 of the Southeast 1/4 of Section 1, Township 39 North, Range 13, East of the Third
Principal Meridian (Except the East 100 feet said tract) in Cook County, Illinois

Commonly known as: 2732 W. Thomas
Chicago, IL 60622

Permanent Tax Index No. 14-01-404-032

DEPT-91 RECORDING \$11.00
T#3333 TRAN 8514 12/09/84 10:24:00
#5926 #12 *86-586785

Together with all buildings, improvements, fixtures or appurtenances now or hereafter erected thereon or placed therein, including a ~~COOK COUNTY RECORDS~~ whether in
single units or centrally controlled, used to supply heat, gas, air conditioning, water, light, power, refrigeration, ventilation or other services, and any other thing now or hereafter therein or
thereon, the furnishing of which by lessors to lessees is customarily appropriate, including screens, window shades, storm doors and windows, floor coverings, screen doors, in-a-floor beds,
awnings, awloms and water heaters (all of which are intended to be and are hereby 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, whether now due or hereafter to become due as
provided herein. The Mortgagee is hereby subrogated to the rights of all mortgages, lienholders and owners paid off by the proceeds of the loan hereby secured.

TO HAVE AND TO HOLD the said property, with said buildings, improvements, fixtures, appurtenances, apparatus and equipment, and with all the rights and privileges thereto belonging,
unto said Mortgagee forever, for the uses herein set forth, free from all rights and benefits under the homestead, exemption and valuation laws of any State, which said rights and benefits said
Mortgagor does hereby release and waive.

TO SECURE

- (1) The payment of a Note executed by the Mortgagor to an order of the Mortgagee bearing even date herewith in the principal sum of
Thirty-Four Thousand and 00/100's Dollars
is 34,000.00 Dollars
- (2) The said Note, together with interest thereon as therein provided, is payable in monthly installments of
Four-Hundred Sixty-Three and 75/100's Dollars
is 463.75 Dollars, commencing the 21st day of December 19 86

which payments are to be applied, first, to interest, and the balance to principal, until said indebtedness is paid in full.
(2) any advances made by the Mortgagee to the Mortgagor, or his successor in title, for any purpose, at any time before the release and cancellation of this Mortgage, but at no time shall
this Mortgage secure advances on account of said original Note together with such additional advances, in a sum in excess of Thirty-Four Thousand and 00/100's
Dollars (\$ 34,000.00), provided that, nothing herein contained shall be considered as limiting the amounts that shall be secured hereby when advanced to protect the
security or in accordance with covenants contained in the Mortgage.

(3) The performance of all of the covenants and obligations of the Mortgagor to the Mortgagee, as contained herein, and in said Note.

THE MORTGAGOR COVENANTS:

A (1) To pay said indebtedness and the interest thereon as herein and in said note provided, or according to any agreement extending the time of payment thereof; (2) To pay when due and
before any penalty attaches thereto all taxes, special taxes, special assessments, water charges, and sewer service charges against said property (including those heretofore due), and to furnish
Mortgagee, upon request, duplicate receipts therefor, and all such items extended against said property shall be conclusively deemed valid for the purpose of this requirement; (3) To keep the
improvements now or hereafter upon said premises insured against damage by fire, and such other hazards as the Mortgagee may require to be insured against; and to provide public liability
insurance and such other insurance as the Mortgagee may require, until said indebtedness is fully paid, or in case of foreclosure, until expiration of the period of redemption, for the full insurable
value thereof, in such companies, through such agents or brokers, and in such form as shall be satisfactory to the Mortgagee; such insurance policies shall comply with the Mortgagee during said
period or periods, and contain the usual clause satisfactory to the Mortgagee making them payable to the Mortgagee, and in case of foreclosure sale payable to the owner of the certificate of sale;
owner of any deficiency, any receiver or redemptionor, or any grantee in a deed pursuant to foreclosure; and in case of loss under such policies, the Mortgagee is authorized to adjust, collect and
compromise, in its discretion, all claims thereunder and to execute and deliver on behalf of the Mortgagor all necessary proofs of loss, receipts, vouchers, releases and acquittances required to be
signed by the insurance companies, and the Mortgagor agrees to sign, upon demand, all receipts, vouchers, and releases required of him to be signed by the Mortgagee for such purpose, and the
Mortgagee is authorized to apply the proceeds of any insurance claim to the restoration of the property or upon the indebtedness hereby secured in its discretion, but monthly payments shall
continue until said indebtedness is paid in full; (4) Immediately after destruction or damage, to commence and promptly complete the rebuilding or restoration of buildings and improvements now
or hereafter on said premises, unless Mortgagee elects to apply on the indebtedness secured hereby the proceeds of any insurance covering such destruction or damage; (5) To keep said
premises in good condition and repair, without waste, and free from any mechanic's or other lien or claim of lien not expressly subordinated to the lien hereof; (6) Not to make, 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; (7) To comply with all requirements of law with respect to mortgaged
premises, and the use hereof; (8) Not to make, suffer or permit without the written permission of the Mortgagee being first had and obtained, (a) any use of the property for any purpose other than
that for which it is now used, (b) any alterations of the improvements, apparatus, appurtenances, fixtures or equipment now or hereafter upon said property, (c) any purchase on conditional sale,
lease or agreement under which title is reserved in the vendor, of any apparatus, fixtures or equipment to be placed in or upon any buildings or improvements on said property.

C In order to provide for the payment of taxes, assessments, insurance premiums, and other annual charges upon the property securing this indebtedness, and other insurance required or
accepted, I promise to pay to the Mortgagee, in proportion of the current year taxes upon the disbursement of the loan and to pay monthly to the Mortgagee, in addition to the above payments,
a sum estimated to be equivalent to one-twelfth of such items, which payments may, at the option of the Mortgagee, (a) be held by it and commingled with other such funds or its own funds for
the payment of such items; (b) be carried in a savings account and withdrawn by it to pay such items; or (c) be credited to the unpaid balance of said indebtedness as received, provided that the
Mortgagee advances upon this obligation sums sufficient to pay said items as the same accrue and become payable. If the amount estimated to be sufficient to pay said items is not sufficient, I
promise to pay the difference upon demand. If such sums are held or carried in a savings account, or escrow account, the same are hereby pledged to further secure this indebtedness. The
Mortgagee is authorized to pay said items as charged or billed without further inquiry.

C This mortgage contract provides for additional advances which may be made at the option of the Mortgagee and secured by this mortgage, and it is agreed that in the event of such advances
the amount thereof may be added to the mortgage debt and shall increase the unpaid balance of the note hereby secured by the amount of such advance and shall be a part of said note
indebtedness under all of the terms of said note and this contract as fully as if a new such note and contract were executed and delivered. An Additional Advance Agreement may be given and
accepted for such advance and provision may be made for different monthly payments and a different interest rate and other express modifications of the contract, but in all other respects this
contract shall remain in full force and effect as to said indebtedness, including all advances.

D That in case of failure to perform any of the covenants herein, Mortgagee may do on Mortgagor's behalf everything so covenanted; that said Mortgagee may also do any act it may deem
necessary to protect the lien hereof, that Mortgagee will repay upon demand any moneys paid or disbursed by Mortgagee for any of the above purposes and such moneys together with interest
thereon at the highest rate for which it is then lawful to contract shall become so much additional indebtedness secured by this mortgage with the same priority as the original indebtedness 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 Mortgagee to
inquire into the validity of any lien, encumbrance or claim in advancing moneys as above authorized, but nothing herein contained shall be construed as requiring the Mortgagee to advance any
moneys for any purpose nor to do any act hereunder; and the Mortgagee shall not incur any personal liability because of anything it may do or omit to do hereunder.

E That it is the intent hereof to secure payment of said note and obligation whether the entire amount shall have been advanced to the Mortgagor at the date hereof, or at a later date, and to
secure any other amount or amounts that may be added to the mortgage indebtedness under the terms of this mortgage contract.

-86-586785

Box 158

Handwritten signature/initials

86586785

UNOFFICIAL COPY

CHICAGO, ILLINOIS 60622
309 NORTH MILWAUKEE AVENUE
SECURITY SAVINGS OF CHICAGO
Mary L. Montanez
THIS INSTRUMENT WAS PREPARED BY: BOX 218

OFFICIAL SEAL
Notary Public
Jane Chelsa Kauravski
Notary Public, State of Illinois
10-16-88

Notary Public
Jane Chelsa Kauravski
A.D. 1986
November 14th day of

GIVEN under my hand and Notarial Seal, this 14th day of November, 1986, in and to wit, the County of Cook, State of Illinois, I, the Undersigned, a Notary Public in and to wit, the County of Cook, State of Illinois, do hereby certify that the foregoing instrument, subscribed to by Karen Ann Grossman and George D. Grossman, is the true and correct copy of the original instrument as the same appears before me this day in person, and acknowledged that they signed, sealed and delivered the said instrument as they free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of all rights under any homestead, exemption and valuation laws.

STATE OF ILLINOIS
COUNTY OF COOK
George D. Grossman
Karen Ann Grossman
X
X
A.D. 1986
November 14th day of

IN WITNESS WHEREOF, this mortgage is executed, sealed and delivered, this 14th day of November, 1986.

That each right, power and remedy herein conferred upon the Mortgagee is cumulative or any other right or remedy of the Mortgagee, whether herein or by law conferred, and may be enforced concurrently therewith. That no waiver by the Mortgagee of performance of any covenant, condition or obligation contained in this instrument shall constitute a release or discharge of the Mortgagee from its obligations hereunder, and the Mortgagee shall retain the right to enforce performance of any covenant, condition or obligation contained in this instrument, as used herein, until the entire debt secured by this mortgage has been paid in full. That all rights and obligations of the Mortgagee, successors and assigns of the Mortgagee, and the successors and assigns of the Mortgagee, shall include the right to enforce performance of any covenant, condition or obligation contained in this instrument, as used herein, until the entire debt secured by this mortgage has been paid in full. That the powers herein mentioned may be exercised as often as occasion therefor may require.

K. That upon the commencement of any foreclosure proceeding hereunder, a court in which such suit shall be filed may at any time, either before or after the commencement of such proceeding, order the Mortgagee to take such steps as may be necessary to protect the interest of the Mortgagee in the subject matter of this mortgage, including the appointment of a receiver, and the Mortgagee shall be bound to comply with such order. That the Mortgagee shall be bound to take such steps as may be necessary to protect the interest of the Mortgagee in the subject matter of this mortgage, including the appointment of a receiver, and the Mortgagee shall be bound to comply with such order. That the Mortgagee shall be bound to take such steps as may be necessary to protect the interest of the Mortgagee in the subject matter of this mortgage, including the appointment of a receiver, and the Mortgagee shall be bound to comply with such order.

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