300228

THIS INDENTURE W	WITNESSETH, that Joseph Snacei, a married person, and	
Rose ^I Nacci, a	widow not since remarried "Mortgagors," being indebted to THE MORTON GROVE BANK, Mortg	
1	principle sum ofONE HUNDRED TWENTY FIVE THOUSAND AND O	
order of Mortgagee) Dollars evidenced by the promissory note of Mortgagors of in installments as follows:	f even date herewith payable to the
(s 1,381.75) Dollars on Monday the Lst day of	December 1986
Į.	ree Hundred Eighty One and 75/100ths	
the same day of each	and every month thereafter, for 58 months	balloon and a final installment
ofOne Hundred	Three Thousand Seven Hundred Eighty Two & 70/100	19 103,782.70 Dollars on
	the 1st day of November	1086
all rights and benefits and benefits the Mor- real estate after defau **LOT 30 IN REL	matrity as therein provided, MORTGAGE AND WARRANT real estate situated in the County of Cook with the county of Cook with the county of Cook with the cook and by virtue of the Homestead Exemption Laws of the etgal of the hereby expressly release and waive and free from all ult in payment for breach of any of the covenants and agreements LIAS RESUMIVISION OF LOT 4 IN SUPERIOR COURT STATE OF JAMES WILLIAMSON, DECEASED, BEING A	State of Illinois, which said rights right to retain possession of said
NORTH WEST 1/4	OF SECTION 12, TOWNSHIP 40 NORTH, RANGE 12	~
EAST OF THE THI	RD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.*	86592145
Permanent Index	Number: 12 11 20) 058 AMO as 8367 W. Berwyn, Chicago, 711 inois 60656	. 9
Commonly known	as 0507 w. Betwytt, Ch. ago, 111111015 00050	
This is not a Ho	omestead Property for Joseph Nacci.	\$
THE MORTON GROV	E BANK is now known as AFFILIATED BANK/MORTON GRO	VE
and facts and other and and and	hereinafter described, is referred to herein as the 'premises."	
TOGETHER with al thereof for so long and dreal estate and not second conditioning, water, light, the foregoing), screens, w foregoing are declared to equipment or articles hereing of the real estate. 1. Mortgagors shall	If improvements, tenements, easements, fixtures, and repartenances thereto beliaring all such times as Mortgagors may be entitled thereto (which are pledge larily) and all apparatus, equipment or articles now or becaffer thereto or power, refrigeration (whether single units or centrally controlled), and venyindow shades, storm doors and windows, floor coverings, in dor leds, awning be a part of said real estate whether physically attached thereto re not, and eafter placed in the premises by the mortgagors or their successors or assign	ed primarily and on a parity with said thereon used to supply heat, gas, air stitution, including (without restricting gs, stoves and water heaters. All of the it is agreed that all similar apparatus, as shall be considered as constituting thereafter on the premises which may
liens or claims for lien no charge on the premises si Mortgagee or to holder of upon said premises; (5) c make no material alteration	stroyed; (2) keep said premises in good condition and repair, without emer- of expressly subordinated to the lien hereof; (3) pay when due any incelled in injection to the lien hereof and upon request exhibit satisfactory evidence is the note; (4) complete within a reasonable time any building or buildings to comply with all requirements of law or municipal ordinances with respect to his in said premises except as required by law or municipal ordinance, pay before any penalty attaches all general taxes and shall pay special taxes.	less which may be secured by a lien or on the discharge of such prior lien to be or at any time in process of erection the recoises and the use thereof; (6)
sewer service charges, and of the note duplicate receip statute, any tax or asses	d other charges against the premises when due, and shall upon written reque pts therefor. To prevent default hereunder Mortgagors shall pay in full undo soment which Mortgagors may desire to contest.	est. furrish to Mortgagee or to holders er protest, it the manner provided by
This mortgage cons nortgage are incorporal successors and assigns.	sists of two pages. The covenants, conditions and provisions appea ited herein by reference and are a part hereof and shall be binding.	g on the mortgagors, their heirs.
WITNESS the hand	d and seal of Mortgagors this 27th day of Mortgago	19.86
Karun Nageria at Homestead Rights TATE OF ILLINOIS,		[SEN]
ounty of Cook	a Notary Public in and fon and residing in said County, in the State	aforesaid, DO HEREBY CERTIFY.
	who are personally known to me to be the same person. S whose n	
	the foregoing mortgage, appeared before me this day in person and acknow scaled and delivered the said mortgage as Their free and versions and the light of homested	oluntary act for the uses and purnoses
	GIVEN under my hand and Notarial Seal thisday of	0.00lolse, A.D. 19810
		Pensitowa Ac

BOX 158

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Page 2

ADDITIONAL COVENANTS, CONDITIONS AND PROVISIONS REFERRED TO ON THE REVERSE SIDE OF THIS MORTGAGE AND INCORPORATED THEREIN BY REFERENCE.

- 3. Mortgagors shall keep all buildings and improvements now and hereafter situated on said premises insured against loss or damage by fire, lightning and windstorm 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, all in companies satisfactory to the holders of the note, under insurance policies payable, it case of loss or damage, to Mortgagee, such rights to be evidenced by the standard mortgage clause to be attached to each policy, and shall deliver all policies including additional and renewal policies to holder of the note and in case of insurance about to expire, shall deliver renewal policies such less than ten days prior to the respective dates of expiration.
- 4. In case of default therein, Mortgagee or the holder of the note may, but need not, make any payment or perform any act herein-before required of Mortgagors in any form and manner deemed expedient, and may, but need not, make full or partial payments of principal or interest on prior encumbrances, if any, and purchase, discharge, compromise or settle any tax lien or other prior lien or title or claim thereof, or redeem from any tax sale or forfeiture, affecting said premises or contest any tax or assessment. All moneys paid for any of these purposes herein authorized and all expenses paid or incurred in connection therewith, including autorneys' fees, and any other moneys advanced by Mortgagee or the holders of the note to protect the mortgaged premises and the lien hereof, shall be so much additional indebtedness secured hereby and shall become immediately due and payable without notice. Inaction of Mortgagee or holders of the note shall never be considered as a waiver of any right accruing to them on account of any default hereunder on the part of the Mortgagors.
- 5. The Mortgagee or the holder of the note hereby secured making any payment hereby authorized relating to taxes and 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, forfeiture, tax lien or title or claim thereof.
- 6. Mortgagors shall pay each item of indebtedness herein mentioned both principal and interest, when due according to the terms hereof. At the option of the holder of the note, and without notice to the Mortgagors, all unpaid indebtedness secured by the Mortgage shall, not-withstanding anything in the rate or in this Mortgage to the contrary, become due and payable (a) immediately in the case of default in making payment of any instairment of principal or interest on the note, or (b) when default shall occur and continue for three days in the performance of any other agreement of the Mortgagors herein contained.
- 7. When the indebtedness terror secured shall become due whether by acceleration or otherwise, Mortgagee shall have the right to forclose the lien hereof. In any suit ro foreclose the lien hereof, there shall be allowed and included as additional indebtedness in the decree for sale all expenditures and expense which may be paid or incurred by or on behalf of Mortgagee or holder of the note for attorneys' fees, appraiser's fees, outlays for documentar, and expense vidence, stenographers' charges, publication costs and costs (which may be estimated as to items to be expended after entry of no decree) of procuring all such abstracts of title, title searches and examinations, guarantee policies, Torrens certificates and similar tests and assurances with respect to title as Mortgagee or holder of the note 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 to or the value of the previous. All expenditures and expenses of the nature in this paragraph mentioned shall become so much additional indebtedness secured hereby and immediately due and payable, when paid or incurred by Mortgagee or holder of the note in connection with (a) any proceeding, including probate and hankruptcy proceedings, to which either of them shall be a party, either as plaintiff, claimant or detendant, by reason of this Mortgage or any indebtedness bereby secured; or (b) preparations for the commencement of any suit for the foreclosure hereof after accrual of such right to foreclose whether or not actually commenced or (c) preparations for the defense of any threatened suit or proceeding which mily at effect the premises or the security hereof whether or not actually commenced.
- 8. 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 proceeding, including all such items as are mentioned in the preceding paragraph hereof; second, all other items which under the terms hereof tone third secured indebtednss additional to that evidenced by the note, with interest as herein provided; third, all principal and interest rams ning unpaid on the note; fourth, any overplus to Mortgagors, their heirs, legal representatives or assigns as their rights may appear.
- 9. Upon, or at any time after the filing of a bill to foreclose this muritare the court in which such bill is filed may appoint a receiver of said premises. Such appointment may be made either before or after any whout notice, without regard to the solveney or involvency of Mortingors at the time of application for such receiver 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 Mortingore hereunder 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 force nature sult and, in case of a sale and a deficiency during the full statutory period of redemption, whether there be redemption or not, as and a during any further times when Mortingors, except for the intervention of such receiver, would be entitled to collect such rents, issues and roofis, and all other powers which may be necessary or are usual in such cases for the protection, possession, control, management and operator 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 hand it payment in whole or in part of: (1) The indebtedness secured hereby, or by any decree forcelosing this Mortingor or any tax, special a secument or other lien which may be or become superior to the lien hereof or of such decree, provided such application is made prior to force some saie; (2) the deficiency in case of a sale and deficiency.
- 10. No action for the enforcement of the lies or any provision hereof shall be subject to any defenre which would not be good and available to the party interposing same in an action at law upon the note hereby secured.
- 11. Mortgagee or the holder of the note shall have the right to inspect the premises at all reasonable i.m s and access thereto shall be permitted for that purpose.
- 12. If Mortgagor shall sell, assign or transfer any right, title or interest in said premises, or any portion in reof, without the written consent of the holder of the note secured hereby, holder shall have the right, at holder's option, to declare all unpa'd in obtedness secured by this mortgage to be immediately due and payable, anything in said note or this mortgage to the contrary notwithstand on
- 13. This mortgage shall also be a lien on the real estate conveyed herein for and shall secure payment of such further sum it sums of money, if any, as holder may hereafter advance to or on behalf of Mortgagor.

100M CONNIN MECONDER
19333 184M 9864 18/11/88 10:01:00
19345333 184M 9864 18/11/88 10:01:00
1934533 184M 9864 18/11/88 10:01:00
1934533 184M 9864 18/11/88 10:01:00
193453 184M 9864 184M 986

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-36-592147

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D	MAME	Affiliated Dank/Morton Grove
E L I	STARET	8700 N. Waukegan Rd. Morton Grove, IL 60053
V E	CITY	L
R	•	

FOR RECORDERS INDEX PURPOSES INSERT STREET ADDRESS OF ABOVE DESCRIBED PROPERTY HERE

8367 W. Berwyn

Chicago, Illinois