

UNOFFICIAL COPY 86089259

THIS INDENTURE WITNESSETH: That the undersigned

THOMAS E. HUFF and JENNY S. HUFF, his wife

of the Village of Hickory Hills County of Cook State of Illinois hereinafter referred to as the Mortgagor, does hereby Mortgage and Warrant to

ARGO FEDERAL SAVINGS AND LOAN ASSOCIATION

a corporation organized and existing under the laws of the United States of America hereinafter

referred to as the Mortgagee, the following real estate, situated in the County of Cook in the State of Illinois, to wit:

Lots 41 and 42 (except that part of said Lots lying North Easterly of a line drawn for a point on the North line of Lot 42, 20.12 feet East of the North West corner thereof thence through a point on the West line of Lot 41, 93.27 feet North of the South West corner thereof, thence through a point on the North line of Lot 50, 31.03 feet West of the North East corner thereof all in Frank DeLugach's Marie Highland a Subdivision of the North half of the North West quarter (except the East 49.5 feet thereof and except the East 20 acres thereof lying West of the East 49.5 feet of Section 1, Township 37 North, Range 12, East of the Third Principal Meridian in Cook County, Illinois.

common address: 7923 W. 87th Place, Hickory Hills, Illinois index number: 23 01 113 004 and 23 01 113 005

(42) (41) ML

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TOGETHER with all buildings, improvements, fixtures or appurtenances now or hereafter erected thereon, including all apparatus, equipment, fixtures or articles, whether in single units or centrally controlled, used to supply heat, gas, air conditioning, water, light, power, refrigeration, ventilation or otherwise and any other thing now or hereafter thereon or thereon the furnishing of which by lessors to lessees is customary or appropriate, including screens, window shades, storm doors and windows, floor coverings, screen doors, venetian blinds, in-a-door beds, awnings, stoves and water heaters (all of which are 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.

TO HAVE AND TO HOLD all of said property unto said Mortgagee forever, for the uses herein set forth, free from all rights and benefits under the Homestead Exemption Laws of the State of Illinois, which said rights and benefits said Mortgagor does hereby release and waive.

TO SECURE the payment of a certain indebtedness from the Mortgagor to the Mortgagee evidenced by a note made by the Mortgagor in favor of the Mortgagee, bearing even date herewith in the sum of ELEVEN THOUSAND AND NO/100ths Dollars (\$11,000.00), which note, together with interest thereon as provided by said note, is payable in monthly installments of ONE HUNDRED TWENTY-FIVE AND 03/100ths or more DOLLARS (\$125.03 or more) on the 1st day of each month, commencing with April 1, 1986 until the entire sum is paid.

This Instrument was Prepared by:

Joan Marchese ARGO SAVINGS & LOAN ASSOCIATION 7600 W. 63rd St. Summit, Ill. 60501

To secure performance of the other agreements in said note, which are hereby incorporated herein and made a part hereof, and which provide, among other things, for an additional monthly payment of one-twelfth (1/12th) of the estimated annual taxes, assessments, insurance premiums and other charges upon the mortgaged premises. And to secure possible future advances as hereinafter provided and to secure the performance of the Mortgagor's covenants herein contained.

A. THE MORTGAGOR COVENANTS:

(1) To pay immediately when due and payable all general taxes, special taxes, special assessments, water charges, sewer service charges and other taxes and charges against said property, including those heretofore due, (the monthly payments provided by said note in anticipation of such taxes and charges to be applied thereto), and to furnish the Mortgagee, upon request, with the original or duplicate receipts therefor.

(2) To keep the improvements now or hereafter situated upon said premises insured against loss or damage by fire, lightning, windstorm and such other hazards, including liability under laws relating to intoxicating liquors and including hazards not now contemplated, as the Mortgagee may reasonably require to be insured against, 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, in such companies, through such agents or brokers, and in such form as shall be satisfactory to the Mortgagee. Such insurance policies, including additional and renewal policies shall be delivered to and kept by the Mortgagee and shall contain a clause satisfactory to the Mortgagee making them payable to the Mortgagee as its interest may appear.

(3) To promptly repair, restore or rebuild any buildings or improvements now or hereafter on the premises which may become damaged or destroyed; to keep said premises in good condition and repair, and free from any mechanic's or other lien or claim of lien not expressly subordinated to the lien hereof; not to 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; to comply with all requirements of law with respect to the mortgaged premises and the use thereof;

(4) That if the Mortgagor shall procure contracts of insurance upon his life and disability insurance for loss of time by accidental injury or sickness, or either such contract, making the Mortgagee assignee thereunder, the Mortgagee may pay the premiums for such insurance and add said payments to the principal indebtedness secured by this mortgage to be repaid in the same manner and without changing the amount of the monthly payments, unless such change is by mutual consent.

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