

UNOFFICIAL COPY

REAL ESTATE MORTGAGE

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185 3387
COMMUNITY TITLE COMPANY

I. This Indenture witnesseth that the undersigned,
GEORGE ROTH AND LAURA ROTH, his wife AND HUGO JUNG AND HILDA JUNG, his wife

of the Town of Cicero, County of Cook, and State of Illinois, hereinafter designated as Mortgagor, hereby MORTGAGE and WARRANT to FAMILY FEDERAL SAVINGS OF ILLINOIS, a corporation created and existing under the laws of the United States of America and doing business in the State of Illinois, its successors or assigns, hereinafter designated as the Mortgagee, the following described real estate, situated in the County of Cook and State of Illinois, to-wit:

Lot 15 in the East Half of Block 11 in Morton Park Land Association subdivision in the West Half of the North West Quarter of Section 28, Township 39 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

86123503

Permanent Tax Number : 16-28-117-035-0000
Commonly known as: 5410 W. 24th Pl., Cicero, Illinois 60650

450 East Lake Street
Addison, Illinois 60101
(312) 634-7932

with all the buildings and improvements now or hereafter erected thereon, and everything appurtenant thereto, including all apparatus and fixtures of every kind for the purpose of supplying and distributing gas, oil, electricity, power, heat, light, water, and air, all plumbing, and all other fixtures and apparatus now in or which may be placed hereafter in any building or improvement now or hereafter upon said premises, and together with all of the rents, issues, and profits thereof, free from all right to retain possession of said premises, or any part thereof, after any default in the payments provided herein or in the Mortgage Note hereinafter described or after a breach of any of the covenants or agreements herein contained, and free from all rights and benefits under and by virtue of the Homestead Exemption Laws of the State of Illinois, which rights the Mortgagor hereby expressly releases and waives.

II. TO SECURE the payment of a Mortgage Note of the Mortgagor of the same date as this Mortgage for the principal sum of THIRTY SIX THOUSAND AND NO/100 Dollars (\$ 36,000.00) with interest at the rate therein recited, payable at the office of the Mortgagee, or at such other place as the legal holder or holders thereof may from time to time in writing appoint, in legal tender of the United States of America in monthly installments of THREE HUNDRED THIRTY NINE AND 91/100 Dollars (\$ 339.91) on the 1st day of each and every month, commencing on the 1st day of April, A.D. 1986, and continuing until said principal sum is fully paid which Mortgage Note is identified by the certificate of the Mortgagee thereon endorsed.

- III. The Mortgagor hereby covenants, agrees, and promises:
 - (1) to pay to the Mortgagee, as hereinafter provided, a sum sufficient to pay general taxes and installments of special assessments which may be levied upon said premises by the State of Illinois and the county, city, town, or village in which said premises are situated;
 - (2) to pay to the Mortgagee, as hereinafter provided, a sum sufficient to pay the premium or premiums which will become due and payable to renew such insurance and insurances as may be required by the Mortgagee to keep all buildings, improvements, and fixtures now or hereafter located upon said premises insured until the indebtedness secured hereby is fully paid, or in case of foreclosure until the expiration of the period of redemption, against loss or damage by fire, flood, tornado, explosion, and other hazard, for such amount, in such insurance company or companies, and in such form as may be satisfactory to the Mortgagee, making all sums recoverable upon such policies payable to the Mortgagee, and in case of foreclosure or sale payable to the owner of the certificate of sale by a suitable clause to be attached to said policies, and to deliver all such policies to the Mortgagee, the Mortgagee being hereby authorized to adjust, collect, and compromise, in its discretion, all claims under such policy or policies;
 - (3) to pay to the Mortgagee, as hereinafter provided, a sum sufficient to pay the premium or premiums for such life insurance as the Mortgagee may require, which policies by a suitable clause to be attached thereto shall name the Mortgagee as beneficiary and shall be delivered to and retained by the Mortgagee until said indebtedness is paid in full;
 - (4) to keep said premises and the buildings, improvements, and fixtures now or hereafter located upon said premises in good condition and repair;
 - (5) not to allow or permit any lien of mechanics or materialmen to attach to said premises, or any part thereof;
 - (6) without the written permission of the Mortgagee first had and obtained
 - (a) not to allow or permit any addition to, or alteration, demolition, or removal of any of the improvements, apparatus, fixtures, or equipment now or hereafter located upon said premises, and
 - (b) not to purchase upon conditional sale or upon any other agreement under which title is reserved in the vendor, any apparatus, fixtures, or equipment to be placed in or upon any building or improvements now or hereafter located upon said premises;
 - (7) not to suffer or permit any unlawful use of or any nuisance to exist upon said premises or any building now or hereafter located thereon;
 - (8) not to permit said premises, or any building or improvement thereon, to be used in the transfer, sale, or distribution of intoxicating liquors unless the Mortgagor shall first obtain the written consent of the Mortgagee and deliver to the Mortgagee a bond in such company, in such form, and in such amount as may be satisfactory to the Mortgagee to protect and defend the Mortgagee from and against any loss, claim, damages, expenses, or lien of any kind and nature that may be asserted or attempted to be asserted upon or against said Mortgagee or its interest in said premises by reason of any violation of "An Act relating to alcoholic liquors," commonly known as the "Illinois Liquor Control Act," approved January 31, 1934, as amended; and
 - (9) not to diminish or impair the value of said premises or the security intended to be effected by virtue of this Mortgage by any act or omission to act.

IV. The Mortgagor hereby agrees and promises to pay to the Mortgagee, together with and in addition to the monthly payments provided in the Mortgage Note secured hereby, at the office of the Mortgagee, or at such other place as it may from time to time in writing appoint, in legal tender of the United States of America, on the 1st day of each and every month, beginning the 1st day of April, A.D. 19 86, and continuing until said First Mortgage Note is fully paid:

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REAL ESTATE MORTGAGE

GEORGE ROHR and LAURA ROHR, HIS WIFE

and HUGO JUNG and HILDA JUNG, HIS WIFE

FAMILY FEDERAL SAVINGS

OF ILLINOIS,
6317-29 W. 25th Street
Cicero, Illinois 60650

MILL TO

-86-123503



DE 1-91 RECORDING \$13.00
TRON 0035 04/01/86 14:00:00
#0091 # C * 86-123503

13-

Notary Public
GIVEN under my hand and Notarial Seal this _____ day of _____ A.D. 19 _____

Trustee caused the corporate seal of said Company to be affixed to said instrument as said Trustee for the uses and purposes of said Company
I, the undersigned, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY that the above named person or persons whose names are subscribed to the foregoing instrument as _____ and _____ personally appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act and as the free and voluntary act of said Trustee for the uses and purposes therein set forth, and the said person and there acknowledged that said Trustee as custodian of the

CORPORATE OR TRUSTEE ACKNOWLEDGMENT



STATE OF ILLINOIS)
COUNTY OF COOK)
GIVEN under my hand and Notarial seal this _____ day of _____ A.D. 19 _____

personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their free and voluntary act for the uses and purposes therein set forth, including the release and waiver of any right of homestead.

INDIVIDUAL ACKNOWLEDGMENT

STATE OF ILLINOIS)
COUNTY OF COOK)
I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that the above named person or persons whose names are subscribed to the foregoing instrument, personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their free and voluntary act for the uses and purposes therein set forth, including the release and waiver of any right of homestead.

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party claiming under said Mortgage, and without regard to the then value of said premises, or whether the same shall then be occupied by the owner of the equity of redemption as a homestead, appoint a receiver, with power to collect the rents, issues, and profits arising out of said premises during the pendency of such foreclosure suit and until he has redeemed the same from any sale that may be had under any decree or decree of this Mortgage, shall apply that such rents, issues, and profits, when collected, may be applied before as well as after sale toward the payment of taxes and special assessments levied against the said premises and of the indebtedness and costs herein mentioned and described; (that upon foreclosure and sale of said premises, there shall be paid out of the proceeds of such sale, first, a reasonable sum for plaintiff's attorney's fees, all expenses of advertising, selling, and conveying said premises and all moneys advanced for insurance, taxes, and other liens or assessments, outlays for documentary evidence, stenographer's charges, court costs, master's fees, recording or registration fees, and costs of procuring or completing an abstract of title, title policy, or Torrens certificate showing the whole title to said premises to and including the foreclosure decree and certificate of sale, and, then, the indebtedness hereby secured whether due and payable by the terms hereof or not and the interest due thereon up to the time of such sale, and the overplus, if any, shall be rendered to the said Mortgage; that it shall not be the duty of the purchaser or purchasers of said premises at any such sale to see to the application of the purchase money; and in case of payment of said indebtedness, after the filing of any bill to foreclose this Mortgage and prior to the entry of a decree of sale, a reasonable sum for legal services rendered to the time of such payment shall be allowed as plaintiff's attorney's fees, which, together with any sums paid for continuation of abstract or for an opinion of title, recording or registration fees, court costs, stenographer's fees, and expenses of such proceedings, shall be an additional indebtedness hereby secured.

IX. It is expressly agreed by the Mortgagee that in the event the ownership of the premises hereinabove described, or any part thereof, becomes vested in persons other than the Mortgagee, the Mortgagee may, without notice to the Mortgagors, deal with such successors in interest with reference to this Mortgage and the debt hereby secured in the same manner as with the Mortgagee, without in any way vitiating or discharging the liability of the Mortgagor hereunder or upon the debt hereby secured, and no sale of the premises hereby conveyed and no forbearance on the part of the Mortgagee and no extension of the time for payment of the debt hereby secured given by the Mortgagee shall operate to release, discharge, modify, change, or affect the original liability of the Mortgagors herein either in whole or in part.

X. It is expressly agreed by the Mortgagee that in the event said premises, or any part thereof, shall be condemned and taken for public use under the power of Eminent Domain, the entire award for the taking of or for damages to said premises shall be paid to the Mortgagee and applied by it to the amount then unpaid on the indebtedness hereby secured, or be applied upon the payment or payments which shall thereafter become payable thereon, and the Mortgagee is hereby empowered in the name of the Mortgagor to give acquittance for any such award or judgment whether it be joint or several.

XI. In the event that the Mortgagee shall be required to make an appearance in any suit or litigation involving the Mortgagor or the property secured hereby, the reasonable costs of attorney's fees and costs advanced shall become an additional lien and the amount thereof added to the unpaid balance of the Note if not otherwise paid.

XII. It is understood and agreed by and between the Mortgagee and the Mortgagor that it is the intent and purpose of this Mortgage to secure the payment of the above described Mortgage Note whether the entire amount shall have been advanced to the Mortgagor at the date hereof, or at a later date, or having been advanced, shall have been repaid in part and further advances made at a later date, which advances shall in no event operate to make the principal sum of the indebtedness greater than the amount named in said Mortgage Note plus any amount or amounts that may be added to the Mortgage indebtedness under the terms hereof.

XIII. This Mortgage will be released upon the full payment of said indebtedness, and the performance of all of the covenants and agreements herein contained to be done and performed by the said Mortgagor, and upon payment to Mortgagee for its services, a fee as determined by its rate schedule in effect when the Release Deed is issued, and the costs of recording or registering said release.

XIV. It is hereby expressly agreed by and between the parties hereto that the covenants and agreements herein contained shall bind, and the benefits and advantages inure to, the respective heirs, executors, administrators, successors, and assigns of the respective parties hereto, and wherever used, the plural number shall include the singular.

XV. The Mortgagee may commingle with its general funds any moneys received by it pursuant to the provisions of the Mortgage and Note and shall not be liable for any payment of any interest thereon nor shall the Mortgagee incur any liability to the Mortgagor, or any other party on account of such moneys, except to account for funds received and funds disbursed as provided herein. In the event that interest is paid on escrows, a charge may be made for the Escrow Service as set forth in IV 4.

XVI. If all or any part of the property or an interest therein is sold or transferred by Mortgagee without Mortgagees prior written consent, Mortgagee may at its option declare all the sums secured by this Mortgage to be immediately due and payable, Mortgagee shall have waived such option to accelerate if, prior to the sale or transfer, Mortgagee and the person to whom the property is to be sold or transferred reach agreement in writing that the credit of such person is satisfactory to Mortgagee and that the interest payable on the sums secured by this Mortgage shall be at such rate as Mortgagee shall request if Mortgagee has waived the option to accelerate provided herein and if Mortgagee's successor in interest has executed a written assumption agreement accepted by Mortgagee in writing, Mortgagee shall release Mortgagee from all obligations under this Mortgage and Note.

XVII. If this Mortgage is executed by a Trustee as Mortgagee, it is executed not personally but as Trustee in the exercise of the power and authority conferred upon and vested in it as such Trustee and hereby warrants that it possesses full power and authority to execute this instrument and it is expressly understood and agreed that nothing herein or in the principal Note shall be construed as creating any liability on the said Trustee to personally pay the principal 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 as Trustee and by every person now or hereafter claiming any right or security hereunder, and that so far as the Trustee and its successors are concerned, the legal holder or holders of said principal Note and the owner or owners of any indebtedness accruing hereunder, shall look solely to the premises hereby conveyed for the payment thereof, by the enforcement of the lien hereby created, in the manner herein and in said principal Note provided or by action to enforce the personal liability of the guarantor, if any.

86123503

IN WITNESS WHEREOF, this mortgage was signed by the undersigned under seal at Chicago, Illinois, the 27th day of March, 1986.

A.D. 19 86

BY: _____
ATTEST: _____
President
Secretary

+ Luise Roth (SEAL)
+ Hilma Roth (SEAL)
+ Ango Jung (SEAL)
+ Hilber Jung (SEAL)

Corporate Seal

Prepared by: Theresa E. Hedrich FAMILY FEDERAL SAVINGS OF ILLINOIS 4217-29 WEST 29th STREET CHICAGO, ILLINOIS 60656

Box 156

