CHEST SOR D'A PPERS CHICAL Illinoi. S. & L. League, 1945 For TRUMENT WAS PREPARED BY:

MORTGAGE

BRIAN C. WATSON 6041 WEST CERMAK ROAD CICERO, ILLINOIS 60650

	MORTGAGE	CICERO, ILLINOIS 60650
\preceq	THIS INDENTURE WITNESSETH: That the undersigned	
1	RIVERSIDE NATIONAL BANK, A NATIONAL BANKING ASSO	OCIATION
1		
4)	a corporation organized and existing under the laws of the UNITED STATE	
9	duly recorded and delivered to the undersigned in pursuance of a Trust Agr , and known as trust number 379	eement dated NOVEMBER 29, 1984
1	as the Mortgagor, does hereby Mortgage and Warrant to	
9	HOMETOWN SAVINGS AND LOAN ASSOCIATION, F.A.	
	a corporation organized and existing under the laws of the UNITED STATE	
	referred to as the hortgagee, the following real estate, situated in the County	of COOK
	in the State of Illino's, to wit:	

Lot 124 in Owner's Subdivision of that part of the East 40 acres of the South 80 acres of the South West quarter of Section 2, Township 38 North, Range 12, East of the Third Principal Meridian, lying South of the North 163 feet and North of the South 153.9 feet and West of a line 50 feet West of and parallel with the center line of a prolongation thereof of Hinsdale Avenue (now known as 1st Avenue) and of the South 80 feet of the North 163 feet of the West 130 feet of the East 40 acres of the South 80 acres of the South West quarter of Section 2, Township 38 North, Range 12, East of the Third Principal Meridian, and of the West 33 feet of the South 153.9 feet (except the South 33 feet thereof) of the East 40 acres of the South 80 acres of the South West quarter of Section 2, Township 33 North, Range 12, East of the Third Principal Meridian and West of a line 50 feet West of and parallel with the center line of 1st Avenue; and of Lots 8 to 12 and Lots 17 to 21 in H. O. Stone's Lighth Addition to Lyon's, being a Subdivision of the South West quarter of the South West quarter of Section 2, Township 38 North, Range 12, East of the Third Principal Meridian, according to the plat thereof recorded in the Recorder of Deeds Office of Cook County, Illinois on February 27, 1956 as document 16505286 and registered in the Registrar of Title's Office of Cook County, Illinois as document LR 1633227, in Cook County, Illinois. **

Permanent Tax No. 18-02-311-017

expiration of the statutory period during which it may be issued. Mortgagee shall, however, have the discretionary power at any time to refuse to take or to abandon possession of said premises without affecting the lien hereof Nortgagee shall have all powers, if any, which it might have had without this paragraph. No suit shall be sustainable teainst Mortgagee based upon acts or omissions relating to the subject matter of this paragraph unless commenced within sixty days after Mortgagee's possession ceases.

TO HAVE AND TO HOLD the said property with said buildings, improvements, fixtures, appurtenances, apparatus and equipment 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 THIRTY FIVE THOUSAND AND NO/100----- Dollars (\$ 35,000.00), which note together with interest thereon as provided by said note, is payable in monthly installments of . THREE HUNDRED AND 71/100 _____ DOLLARS (\$_300.71

on the FIRST day of each month, commencing with MAY 01ST, 1986 until the entire sum is paid.

Box BOX 333-WJ

MORTGAGE

HOMETOWN SAVING ANF LOAN
ASSOCIATION, F.A. The Or Cook County Clerk's Office

6041 WEST CERMAK ROAD

CICERO, ILLINOIS 60650

RIVERSIDE NATIONAL BANK

ASSOCIATION, F.A. 6041 WEST CERMAK ROAD HOMETOWN SAVINGS AND LOAN CICERO, IL. 60650

Loan No. 1814-4...

To secure performance of the other agreements in said note, which are hereby incorporated herein and made a part. Increof, and which provide among editional monthly beyment of one-twelth (1/12th) of the estimated and which provided and to secure the performance of the Mortgagor's covenants herein contained. Intuitie advances as hereinater provided and to secure the performance of the Mortgagor's covenants herein contained.

Only 1. The secure possible of the secure permisses. And to secure possible and the mortgaged promises. And to secure possible of the Mortgagor's covenants herein contained.

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TO HAVE AND TO HOLD the said property with said buildings, improvements, fixtures, appartenances, apparatus and equipment unto said Mortgagee forever, for the uses herein set forth, free from all rights and benefits and benefits and benefits and benefits and hereing the State of Illinois, which said rights and benefits said Mortgagor does hereby release and waive.

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MORTGAGE

BOX 583-WJ

Property of County Clerks Styles

6041 WEST CERMAK ROAD CICERO, IL. 60650 ACSOCIATION, F.A.

Logn No. 1814-4

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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, and all such items extended against said property shall be conclusively deemed valid for the purpose of this requirement.
- (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, until said indebtedness is fully paid, or in the case of foreclosure, until expiration of the period of redemption; 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, and in case of foreclosure sale payable to the owner of the certificate of sale, owner of any deficiency, any receiver or redemptioner, or any grantee in the Master's or Commissioner's Deed; and in case of loss under such policies, the Mortgagee is authorized to adjust, collect and compromise, in its discretion, all claims thereunder, and the Mortgagor agrees to sign, upon demand, all receipts, vouchers and releases required of him by the insurance companies; application by the Mortgagee of any of the proceeds of such insurance to the indebtedness hereby secured shall not excuse the Mortgagor from making all monthly payments until the indebtedness is paid in full.
- (3) To complete within a reasonable time any buildings or improvements now or at any time in process of erection upon said premises;
- (4) To promptly repair, restore or rebuild any buildings or improvements now or hereafter on the premises which may become damr req or destroyed;
- (5) To keep said themises 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 suffer on the mit any unlawful use of or any nuisance to exist on said property nor to diminish nor impair its value by any act or onis ion to act;
 - (7) To comply with all requirements of law with respect to the mortgaged premises and the use thereof;
- (8) Not to suffer or permit wi nout the written permission of the Mortgagee being first had and obtained, (a) any use of the property for any purpose o'ne: than that for which it is now used, (b) any alterations, additions, demolition, removal or sale of any improvements, apparatus, appurtenances, fixtures or equipment now or hereafter upon said property, (c) a purchase on conditional sale, leads 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.
- (9) That if the Mortgagor shall produce 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 ad 1 sa d 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

THE MORTGAGOR FURTHER COVENANTS:

- (1) That in the case of failure to perform any of the coverants herein, the Mortgagee may do on the Mortgagor's behalf everything so covenanted; that the Mortgagee may also do any act it may deem necessary to protect the lien hereof; that the Mortgagor will repay upon demand any moneys paid or displayed by the 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 hereby secured 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; aid; 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 that Mortgagee shall not incur any personal liability because of anything it may do or omit to do hereunder:
- (2) That it is the intent hereof to secure payment of said note whether the on ire amount shall have been advanced to the Mortgagor at the date hereof or at a later date, or having been advanced, thall 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 original principal amount plus any amount or amounts that may be reded to the mortgage indebtedness under the terms of this mortgage for the purpose of protecting the security and for the purpose of paying premiums under Section A(2) above, or for either purpose;
- (3) That in the event the ownership of said property or any part thereof becomes vested in a person other than the Mortgagor, the Mortgage may, without notice to the Mortgagor, deal with such successor of successors in interest with reference to this mortgage and the debt hereby secured in the same manner as with the Mortgagor and may forebear to sue or may extend time for payment of the debt hereby secured without discharging or in any way extending the liability of the Mortgagor hereunder or upon the debt hereby secured;
- That time is of the essence hereof, and if default be made in performance of any covenant in rein contained or in (4) That time is of the essence hereof, and if default be made in performance of any covenant acrein contained or in making any payment under said note or obligation or any extension or renewal thereof, or if proceeding the instituted to enforce any other lien or charge upon any of said property, or upon the filing of a proceeding in bankruptcy by or against the Mortgagor, or if the Mortgagor shall make an assignment for the benefit of his creditors or if his property be placed under control of or in custody of any court or officer of the government, or if the Mortgagor abandon any of said property, then and in any of said events, the Mortgagee is hereby authorized and empowered, at its option, and without affecting the lien hereby created or the priority of said lien or any right of the Mortgagee hereunder, to declare, without notice all sums secured hereby immediately due and payable, whether or not such default be remedied by Mortgagor, and apply toward the payment of said mortgage indebtedness any indebtedness of the Mortgagee to the Mortgagor, and said Mortgagee may also immediately proceed to foreclose this mortgage, and in any foreclosure a sale may be made of the premises enmasse without offering the several parts separately;
- (5) That upon the commencement of any foreclosure proceeding hereunder, the court in which such bill is filed may at any time, either before or after sale, and without notice to the Mortgagor, or any party claiming under him, and without regard to the solvency of the Mortgagor or 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 manage and rent and to collect the rents, issues and profits of said premises during the pendency of such foreclosure suit and the statutory period of redemption, and such rents, issues and profits, when collected, may be applied before as well as after the Master's sale, towards the payment of the indebtedness, costs, taxes, insurance or other items necessary for the protection and preservation of the property, including the expenses of such receivership, or on any deficiency decree whether there be a decree therefor in personam or not, and if a receiver shall be appointed he shall remain in possession until the expiration of the full period allowed by statute for redemption, whether there be redemption or not, and until the issuance of deed in case of sale, but if no deed be issued, until the expiration of the statutory period during which it may be issued and no lease of sale premises shall be nullified by the appointment or entry in possession of a receiver but he may elect to terminate any lease junior to the lien hereof; and upon foreclosure of said premises, there shall be allowed and included as an additional indebtedness in the decree of sale all expenditures and expenses together with interest thereon at the rate of

which may be paid or incurred by or on behalf of the Mortgagee for attorney's fees, Mortgagee's fees, appraiser's fees, outlays for exhibits attached to pleadings, documentary and expert evidence, stenographer's fees, Master's fees and commission, court costs, publication costs and costs (which may be estimated as to and include items to be expended after the entry of the decree) of procuring all such abstracts of title, title sourches, examinations and reports, guaranty policies,

UNOFFICIAL CO sarigna noissimmos uhi asy of _ GIVEN under my hand and Notarial Seal, this -66 as custodian of the corporate seal of said corporation, did affix said seal to said instrument as the free and voluntary act and purposes? It is as aforesaid, for the uses and purposes therein set forth. tor the uses and purposes therein set torth; and the said ______ Secretary then and there acknowledged that __ whose names are subscribed to the foregoing instrument as such Secretary, respectively, appeared before me this day in person and acknowledged that they signed and delivered the said lastrument as their own tree and voluntary act and as the tree and voluntary act of said corporation, as Trustee as atoresaid Secretary of said corporation, who are personally known to me to be the same persons BINEKSIDE NATIONAL BANK - Tresident of -To continue DO HEREBY CERTIFY, THAT a Notary Public, in and for said County, in the state aforesaid, H GONSUMY? COUNTY OF DUPPLE STATE OF ILLINOIS As Trucke as aforesaid and not personally VLLEEZL: BILEKSIDE NATIONAL BANK its corporate seal to be hereunto affixed and attested by its President, and aay of Secretary, this not personally but as Trustee as atoresaid, has caused these pre ents to be signed by its

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IN MILNESS MHEBEOL' "

KINEKSIDE NATIONAL

RIVERSIDE MATTON I. BANK either individually or as Trustee aloresaid, or its successors, personally are concerned, the legal hold... or a olders of said note and the owner or owners of any indebtedness accruing hereunder shall look solely to the premises hereing hereing to the premises hereing to the premises herein and in said note or by action to enforce the personal liability of the guarantor, if any

BINK

strucd as creating any liability on the said <u>RIVERSIDE WATIONAL BANK</u>
or as Trustee at contained, personally to pay the said note or any interest that may accrue thereon, or any indeptedness accruing hereunder, or to perform any covenant either express or implied herein contained, all such liability, it any, being expressly hereunder, or to perform any coverant either express or implied herein contained, all such liability, it any, being expressly waived by the Mo. of ages and by every person now or hereafter claiming any right or security hereunder, and that so far as waived by the Mo. of ages and by every person now or hereafter claiming any right or security hereunder, and that so far as

(7) This mortgage is executed by RIVERSIDE MATIONAL BANK nothing herein or in said note conferred understood and agreed that nothing herein or in said note conferred by actions the instrument and it is expressly understood and agreed that nothing herein or in said note conferred and authority to

(6) That each right, power and remedy herein conferred upon the Mortgagee is cumulative of every other right in any 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 herein or in said obligation contained shall thereafter in any manner affect the right of the Mortgagee to require or to enforce performance of the same or any other of said covenants that wherever the context hereof requires, the maculine gender, as used herein, shall include the feminine, and the singular number, as used herein, shall include the plural; that all rights and obligations under this mortgage shall extend to and be binding upon the requires, executors, administrators, successors and assigns of the Mortgagee; and that the powers herein mentioned may be exercised as often as occasion therefor arises.

Torrens certificates and similar data and assurances with respect to title as Mortgagee may reasonably deem necessary either to prosecute such auti or to evidence to bidders at any sale held pursuant to such decree the true title to or value of said preemises; all of which aforesaid amounts togethor with interest as herein provided shall be immediately due and payable by the Mortgageor in connection with (a) any proceeding, including probate or hankruptcy proceedings to which either party bereto shall be a party by reason of this mortgage or the note including probate or proceeding or (b) preparations for the connection with the corner in any suit or proceeding, which might affect the premises or the accumity hereof. In the event of a foreclosure saie of said premised or to proceeding, which might affect the premises or the sourcity hereof. In the event of a foreclosure saie of said premises there shall first be paid out of the premises or the sourcity hereof. In the event of a foreclosure saie of said premises there shall first be paid out of the premises or the sourcity hereof. In the event of a foreclosure said of said and premise of the proceeding, which might affect the premises or the sourcity hereof. In the event of a foreclosure said of said out of the proceeding which might the premises of the sourcity hereof, inner the overplus, if any proceeding to the Mortgager, and the purchaser aball not be obliged to see to the application of the purchaser emoney.

(B) This sach right power and remady breven contends upon the Mortgage is cumulation of the purchaser and remady benefit contends to see to the application of the purchaser and remady benefit contends to see to the application of the purchaser and remady benefit contends to see to the application of the purchaser and remady benefit contends is cumulation of the purchaser and remady benefit contends is cumulative of every other or the purchaser and remady benefit contends is cumulative, if

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ADJUSTABLE RATE LOAN RIDER

NOTICE: THE SECURITY INSTRUMENT SECURES A NOTE WHICH CONTAINS A PROVISION ALLOWING FOR CHANGES IN THE INTEREST RATE. INCREASES IN THE INTEREST RATE WILL RESULT IN HIGHER PAYMENTS. DECREASES IN THE INTEREST RATE WILL RESULT IN LOWER PAYMENTS.

ment'') of the same date given by the undersigned (the "Borrower') to secure Borrower's Note to
(the "Lender") of the same date (the "Note") and covering the property described in the Security Instrument and located at4521. CRACOW. STREET LYONS, ILLINOIS. 60534
Property Address
Modifications. In addition to the covenants and agreements made in the Security Instrument, Borrower and
Lender further cryenant and agree as follows:
A. INTEREST RATE AND MONTHLY PAYMENT CHANGES The Note has an 'Ditial Interest Rate' of 9.75.%. The Note interest rate may be increased or decreased on the 0.1.ST. day of the month beginning on . MAY .01.ST
Changes in the interest rate are governed by changes in an interest rate index called the "Index". The Index is the: [Check one box to indicate Index.]
(1) []* "Contract Interest Pate, Purchase of Previously Occupied Homes, National Average for all Major Types of Lenders" published by the Foleral Home Loan Bank Board.
(2) [X*T-BILL .INDEX .PLAS .3 0%
Check one box to indicate whether there is any maximum limit on changes in the interest rate on each Change Date; if no box is checked there will
be no maximum limit on changes.]
(1) There is no maximum limit on changes in the interest rate at any Change Date.
(2) \(\mathbb{N} \) The interest rate cannot be changed by more than $1.4.0$, percentage points at any Change Date. If the interest rate changes, the amount of Borrower's monthly payments will change as provided in the Note. Increases in the interest rate will result in higher payments. Decreases in the interest rate will result in lower payments.*
It could be that the loan secured by the Security Instrument is subject to a law which sets maximum loan charges and that law is interpreted so that the interest or other loan the rescollected or to be collected in connection with the loan would exceed permitted limits. If this is the case, then: (A) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (B) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. C. PRIOR LIENS
If Lender determines that all or any part of the sums secured by this Security Instrument are subject to a lien which has priority over this Security Instrument, Lender may send Borrower a police identifying that lien. Borrower shall promptly act with regard to that lien as provided in paragraph 4 of the Security Instrument or shall promptly secure an agreement in a form satisfactory to Lender subordinating that lien to this Security Instrument. D. TRANSFER OF THE PROPERTY
If there is a transfer of the Property subject to paragraph 17 of the Security Instrument, Lender may require (1) an increase in the current Note interest rate, or (2) an increase in (or removal of) the limit on the amount of any one interest rate change (if there is a limit), or (3) a change in the Base Index figure, or all of these, as a condition of Lender's
waiving the option to accelerate provided in paragraph 17.
By signing this, Borrower agrees to all of the above. * EXCEPT THAT IN NO EVENT, WILL THE ADJUSTED RATE BE LESS THAN THE INITIAL INTEREST RATE AND IN NO EVENT WILL THE ADJUSTED RATE BE CREATER THAN THE INITIAL RATE PLUS 5.0%.
AND IN NO EXEMI WING THE MUJUSIED MAIS DE OMEMIEM THAN THE INTITAL MAIS STUZ.
(Scal)Borrower
(Seal)

-Borrower

UNOFFICIAL COPY

IN TESTIMONY WHEREOF, the undersigned	
RIVERSIDE NATIONAL BANK	,,
hath caused these presents to be signed by its	President and its corporate seal to be here-
unto affixed and attested by itsSecretary this 29. day	of MARCH A. D., 19.86
ATTEST	RIVERSIDE NATIONAL BANK
Latricia L. Backman	By Bucher Done
Secretary	VICE President
,	
STATE OF ILLINOIN	
COUNTY OF DUPPOSE	
	a Notary Public in and for said County, in
the State aforesaid, DO HER TY CERTIFY THAT Present	2. Cower
and Oatura L.	Bock Secretary of said Corpora-
tion, who are personally known to me to be the same persons whose nan	
President, and Secretary, res acknowledged that they signed and delivered the said Instrument as voluntary act of said Corporation, for the use, and purposes therein set if	pectively, appeared before me this day in person and their own free and voluntary act and as the free and forth;
and the said Secretary then and there acknowled	iged that , as custodian of the corporate seal
of said Corporation, did affix the corporate seal of the Corporation to act and as the free and voluntary act of said corporation, for the uses and	said Instrument as own free and voluntary d purposes therein set forth.
GIVEN under my hand and notarial seal, this 2.9day of	March , A. D., 1985.
04/	Jan M. Lolon- Notary Public.
	C
	J Clort's Office
	·C
•	