

THIS INDENTURE, made this 18TH day of APRIL, 1986, between CALUMET NATIONAL BANK, Hammond, Indiana, as mortgagee, a national banking association with principal offices situated in Hammond, Indiana and Charles F. J. Forcey and Marion C. Forcey, husband and wife with rights of survivorship and not as tenants in common as mortgagor(s) of 3237 South Harlem Avenue, Berwyn, Illinois, WITNESSETH:

THAT WHEREAS, in order to evidence their just indebtedness to the mortgagee in the principal sum of Three hundred and seventy five thousand and NO/100 dollars (\$375,000.00) for money loaned by the mortgagee, the mortgagor(s) executed and delivered their certain installment note, identified as Loan Number _____, bearing date of the 18TH day of APRIL 1986, payable in installments as thereby provided to the order of the mortgagee in Hammond, Indiana, with interest on the whole of said principal sum remaining unpaid from time to time, until maturity at the rate of *Variable @ 1% Over First National Bank *VAR. @ 1% OVER of Chicago Prime Rate per cent. FNB CHI PRIME per annum, payable on the time or times of said installment of principal, and with interest after maturity at the highest rate for which it is now lawful to contract, all with reasonable attorney's fees, said indebtedness being payable as follows:

13.00

179
In successive monthly installments of Four thousand five hundred and NO/100 dollars (\$4,500.00) commencing on the 18TH day of MAY, 1986, and continuing on the corresponding day of each calendar month thereafter, to be applied first to interest on the unpaid balance due thereunder; and the remainder to the principal due thereunder, until said note is paid in full, and providing that all indebtedness then remaining unpaid thereunder shall be due and payable on the 18TH day of APRIL, 2001, and with the privilege of making extra payments at any time.

NOW, THEREFORE, the mortgagor(s) in consideration of the money concurrently loaned as aforesaid, and in order to secure the prompt payment of said principal note and interest, and to better insure the punctual and faithful performance of all and singular the covenants and agreements herein undertaken to be performed by the mortgagors, do hereby MORTGAGE and WARRANT unto the mortgagee, its successors and assigns, all and singular the following described real estate situate, lying and being in the County of Cook and State of Illinois, free from all rights and benefits under and by virtue of Homestead Exemption Laws of the State of Illinois, which said rights and benefits the mortgagors expressly waive, to-wit:

LOTS 43 TO 49 BOTH INCLUSIVE IN BLOCK 44 IN ANDREWS AND PIPER'S THIRD ADDITION TO BERWYN A SUBDIVISION IN SECTION 31, TOWNSHIP 39 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS.

COMMONLY KNOWN AS: 3237 SOUTH HARLEM AVENUE, BERWYN, ILLINOIS

16-31-108-014 TO 16-31-108-020

COOK COUNTY, ILLINOIS
FILED FOR RECORD

1986 APR 30 PM 1:43

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*Variable with First National Bank of Chicago Prime Rate to change from time to time as First National Bank of Chicago Prime Rate changes as shown above.
Floor of 8% - Ceiling of 14%

50569269505

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UNOFFICIAL COPY

MORTGAGE

(Illinois)

Loan No. _____

TO

CALUMET NATIONAL BANK

HAMMOND, INDIANA

Property of Cook County Clerk's Office

86169136

Notary Public

My commission expires:

19

day of

GIVEN under my hand and official seal this

as such executed the above and foregoing instrument on behalf of said corporation and caused its corporate seal to be affixed thereto, as free and voluntary act and as the free and voluntary act and deed of said corporation for the uses and purposes therein set forth.

respectively of

a corporation, and

and

BEFORE ME, the undersigned, a notary public in and for said County and State, personally appeared

STATE OF INDIANA, COUNTY OF LAKE, SS:

Notary Public

My commission expires:

19

day of

GIVEN under my hand and official seal this

and acknowledged the execution of the above and foregoing instrument as free and voluntary act and deed for the uses and purposes therein set forth.

BEFORE ME, the undersigned, a notary public in and for said County and State personally appeared

SS:

COUNTY OF

STATE OF

together with all and singular the tenements, hereditaments, privileges and appurtenances thereunto belonging or in any wise appertaining, and the rents, issues and profits thereof, and all buildings and improvements thereon, or that may hereafter be placed thereon; also all the fixtures of every kind and nature necessary or proper for the use and maintenance of said real estate and premises that are now or may hereafter be placed thereon; and, also all the right, title, interest and estate of the mortgagors in and to said real estate and premises, hereby releasing and waiving all right to retain possession of the same after any default in payment of the indebtedness hereby secured, or any part thereof, or breach of any of the covenants or agreements herein contained.

MOREOVER, the mortgagor(s) expressly covenant and agree with the mortgagee as follows, to-wit:

1. That the mortgagor(s) will pay all the said note and indebtedness herein mentioned according to the tenor and effect of said note, and will pay all sums of money hereby secured or intended to be secured, all with reasonable attorneys' fees.

2. That the mortgagor(s) will keep the buildings, fences, fixtures, improvements and betterments now on said premises, or that may hereafter be erected thereon, in as good condition as at the present time, and will neither commit nor permit waste on said premises, and will neither do nor permit to be done upon said premises anything that may tend to diminish the value thereof.

3. That the mortgagor(s) will pay, before the same become delinquent, all taxes, assessments and special assessments of every kind that may be levied upon said premises or any part thereof.

4. That the mortgagor(s) will keep all buildings that may be at any time on said premises during the continuance of said indebtedness insured against fire and windstorm, in such company or companies as may be satisfactory to the mortgagee, and for such amount as the mortgagee may from time to time direct, free from co-insurance provisions in the policies of insurance (the loss or damage to be made payable to the mortgagee as its interest may appear), and forthwith upon issuance thereof will deposit such policies with the mortgagee.

5. That in case the mortgagor(s) fail to pay any tax, assessment or special assessments, or fail to keep the buildings, fences and fixtures on said premises in good repair and insured as above provided, the mortgagee may pay such taxes, assessments or special assessments, or may redeem said premises from sale for taxes, assessments or special assessments, make repairs or procure insurance, and may pay, remove or discharge any claim, lien or encumbrance, or may purchase any tax title or claim against said premises, and protect the title and possession thereof, in order to preserve the priority of the lien of this mortgage thereon, and may employ attorneys at law to perform any service connected with the mortgage, or to prosecute or defend any suit affecting or involving this mortgage or the title or possession of said premises, and that all moneys paid for any such purpose and all moneys laid out by the mortgagee to protect the lien of this mortgage and the security intended to be effected hereby, shall be immediately due and payable with interest thereon at the highest rate for which it is now lawful to contract, and become so much additional indebtedness, secured by this mortgage, and provided, however, that it shall not be obligatory upon the mortgagee to advance funds for any of the purposes aforesaid, or to inquire into the validity of such taxes, assessments or special assessments, or tax sale (the receipts of the proper officers being conclusive evidence of the validity and amount thereof) or into the necessity of such repairs.

6. That if default be made in the performance of any of the covenants or agreements herein or in said note contained, on the part of the mortgagor(s) to be kept and performed, then the whole of said indebtedness secured hereby, including all payments for liens, taxes, assessments, special assessments, insurance, attorneys' fees, costs, charges or expenses, shall at the election of the mortgagee, and without notice of such election, at once become and be due and payable at the place of payment aforesaid, anything in said note or herein to the contrary notwithstanding and thereupon the mortgagee shall have the right (either with or without process of law, using such force as may be necessary) to enter upon and possess, hold and enjoy said property, and to lease the same or any part thereof upon such terms as it shall seem best, and to collect and receive all the rents, issues and profits thereof, and to make alterations, improvements and repairs, effect insurance, pay taxes, assessments and special assessments, and do all such other things as may be deemed necessary for the proper protection of the property; and the mortgagee shall have the right to foreclose this mortgage and shall have all the other rights and remedies that the law provides.

In the event that any payment provided for in the note secured hereby shall become overdue for a period in excess of twenty (20) days, the mortgagor agrees to pay a "late charge" of two cents (2¢) (not to exceed two cents (2¢) for each dollar (\$1) so overdue for the purpose of defraying the expense incident to handling the delinquent payment.

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My commission expires: March 13, 1990

Tafly E. Thilmont
Notary Public

19 86

GIVEN UNDER MY HAND AND NOTARIAL SEAL, this 18th day of April

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

86169136

Charles F. J. Forcay and Marlon C. Forcay
Tafly E. Thilmont, a Notary Public, in and for the County and State afore

STATE OF INDIANA }
COUNTY OF LAKE }
SS:

CHARLES F. J. FORCAY (SEAL)
MARLON C. FORCAY (SEAL)

the day and year first above written.

IN WITNESS WHEREOF, the mortgagor(s) have executed this Indenture, at Hammond, Indiana, under seal,
the same.

12. That whenever the mortgagor(s) shall have fully paid the indebtedness hereby secured, with all the interest
thereon, and up to that time, shall have well and truly performed all and singular the covenants and agreements here-
in undertaken to be performed, then all of such covenants and agreements shall cease and determine (but not other-
wise), and the mortgagor(s) shall be entitled to a satisfaction of said mortgage, but shall pay the expense of recording

11. That at such time as the Mortgagors herein shall convey title to the mortgaged property the entire principal
balance and earned interest then due on said mortgage and note shall become immediately due and payable in full.

10. That this mortgage shall in all respects be construed by the laws of the State of Illinois, and
that the various rights, powers, options, elections, appointments and remedies herein contained shall be construed as
cumulative, and no one of them as exclusive of any other or of any right or remedy allowed by law, and all shall inure
to the benefit of the successors and assigns of the mortgagor.

9. That the mortgagor, at its option, may extend the maturity of the note and indebtedness secured hereby, or
any balance due thereon, from time to time, upon written agreement executed by the mortgagor(s), for such further
periods, at such rate of interest, and upon such conditions as may then be agreed upon, and no such extension, and
no forbearance or delay of the mortgage in enforcing any of the provisions of this indenture, shall operate to impair
the lien thereof or waive any rights accrued or that might accrue hereunder.

8. That in case suit be brought to foreclose this mortgage an adequate and reasonable sum shall be allowed
to the mortgagor in such proceeding for attorneys' fees and the costs of a complete abstract of title to said premises,
which several sums shall be so much additional indebtedness secured hereby, and shall be recoverable as such whether
the suit proceeds to decree or not and shall be included in the decree entered in such foreclosure.

7. That upon commencement of any foreclosure, or at any time thereafter, and prior to the expiration of the
time for redemption from any sale of said premises on foreclosure, any court of competent jurisdiction, upon appli-
cation of the mortgagor, may appoint a receiver for said premises to take possession thereof, to collect the rents, in-
sues and profits therefrom during the pendency of such foreclosure, and until the time to redeem the same from fore-
closure sale shall have expired, and out of rents, issues and profits, to make necessary repairs and to keep the said
premises in proper condition and repair, and to pay all taxes, assessments and special assessments, to redeem from
sale for taxes, assessments and special assessments, to pay insurance premiums necessary to keep said premises insured
in accordance with the provisions of this mortgage and to pay the expense of the receivership, and said receiver
shall apply the net proceeds to the payment of the indebtedness secured hereby, and such receiver shall have all the
other usual powers of receivers in such cases.