

THIS INSTRUMENT WITNESSETH That the undersigned John D. Dwyer of 8057 N. Keating, Skokie Unit 2S County of Cook, State of Illinois, hereafter referred to as "Mortgagee," do hereby convey and warrant to:

SHO-FED CREDIT

A Division Of Skokie Federal Savings & Loan Association

having an office and place of business at 3109 Oakton Street, Skokie, Illinois 60077, hereafter referred to as "Mortgagee," the following real property situate in the County of Cook, State of Illinois, hereafter referred to as the "Property," to wit:

Unit 2S
Lot 23 in Krenn and Dato's Oakton and Cicero subdivision, being a subdivision of Lot 6 (except the South 862.82 feet of the West 1/2 and except the South 494 feet of the East 1/2 thereof) in the subdivision of the West 1/2 of the Southwest 1/4 of Section 22, Township 41 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

PIN: 10-22-326-042-1004

TOGETHER with all the buildings and improvements now or hereafter erected on the Property and all appurtenances, apparatus and fixtures and the rents, issues and profits of the Property of every name, nature and kind.

IF this box is checked, this Mortgage is subject to a prior mortgage dated _____, 19____, executed by Mortgagee to _____ as Mortgagee, which prior mortgage secures payment of a promissory note in the principal amount of \$ _____, that prior mortgage was recorded on _____, 19____ with the Register of Deeds of _____ County, Illinois in Book _____ of Mortgages at page _____.

TO HAVE AND TO HOLD the Property unto Mortgagee forever, for the uses and purposes herein set forth, free from all rights and benefits under the Homestead Exemption laws of the State of Illinois, which rights and benefits Mortgagee do hereby release and waive.

This Mortgage is given to secure the payment of a certain indebtedness payable to the order of Mortgagee, evidenced by Mortgagee's Note of even date herewith in the Principal Amount of \$ 8860.53 together with the applicable finance charges, all as set forth in the note, each provision of the note being by this reference incorporated herein and made a part hereof.

Any additional advances made by Mortgagee to Mortgagee or their successors in title, prior to the cancellation of this Mortgage, and the payment of any subsequent Note evidencing the same, in accordance with the terms thereof; provided, however, that this Mortgage shall not at any time secure outstanding principal obligations for more than one hundred thousand dollars (\$100,000.00) plus advances that may be made for the protection of the security as herein contained.

It is the intention hereof to secure the payment of the total indebtedness of Mortgagee to Mortgagee within the limits prescribed herein whether the entire amount shall have been advanced to Mortgagee at the date hereof or at a later date or having been advanced, shall have been paid in part and future advances thereafter made. All such future advances so made shall be liens and shall be secured by this Mortgage equally and to the same extent as the amount originally advanced on the security of this Mortgage, and it is expressly agreed that all such future advances shall be liens on the Property as of the date hereof.

MORTGAGEE'S COVENANTS: The term "indebtedness" shall include all sums owed or agreed to be paid to Mortgagee by Mortgagee or their successors in title, either under the terms of the Note as originally executed or as modified and amended by any subsequent note, or under the terms of this Mortgage or any supplement thereto. Mortgagee shall (1) repay to Mortgagee the indebtedness secured by this Mortgage whether such sums shall have been paid or advanced at the date hereof or at any time hereafter; (2) pay when due all taxes and assessments levied against the Property or any part thereof, and to deliver receipts for such payments to Mortgagee promptly upon demand; (3) to keep the buildings and improvements situated on the Property continually insured against fire and such other hazards, in such amount and with such carrier as Mortgagee shall approve, with loss payable to Mortgagee as its interest may appear; (4) not commit nor suffer any strip, waste, incursions or deterioration of all or any part of the Property and maintain the Property in good condition and repair; (5) comply with all applicable laws, ordinances, rules and regulations of any nation, state or municipality, and neither to use nor to permit the Property to be used for any unlawful purpose; (6) keep the mortgaged Property free from liens superior to the lien of this Mortgage, except as listed above, and pay when due, any indebtedness which may be secured by a lien or charges on the Property superior to the lien of this Mortgage; (7) not to sell or convey the Property without the prior written consent of Mortgagee; time being of the essence of this Mortgage and the Note; (8) consider any waiver of any right or obligation under this Mortgage or the note as a waiver of the terms of this Mortgage or of the Note, the lien of this Mortgage remaining in full force and effect during any postponement or extension of the time of payment of all or part of the indebtedness; and (9) by signing this Mortgage, waive any and all rights under the Homestead Exemption Laws of Illinois.

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UNOFFICIAL COPY

Mortgagee herein expressly agrees and covenants to pay and keep current the monthly installments on any prior mortgage and to pay any default thereon. Mortgagee further agrees that should any default be made in the payment of any installment of principal or any interest on the prior mortgage, or should any suit be commenced or other action taken to foreclose the prior mortgage, then the amount secured by this Mortgage shall become and be due and payable in full at any time thereafter, at the option of Mortgagee and in accordance with the Note. Mortgagee, at its option, may pay the scheduled monthly installments on the prior mortgage and, to the extent of the amount so paid, become subrogated to the rights of mortgagee identified on the prior mortgage. All payments made on the prior mortgage by Mortgagee shall bear interest at the Rate of Charge until paid in full.

Upon the commencement of any foreclosure proceeding under this Mortgage, the court in which such suit is filed may at any time, either before or after sale and without notice to Mortgagee, appoint a receiver with power to manage, rent and collect the rents, issues and profits of the Property during the pendency of such foreclosure suit, and the statutory period of redemption, and such rents, issues and profits, when collected either before or after such any foreclosure sale, may be applied toward the payment of the indebtedness or any deficiency decree, costs, taxes, insurance or other items necessary for the protection and preservation of the Property, including the expenses of such receivership. Upon foreclosure and sale of the Property there shall first be paid out of the proceeds of such sale a reasonable sum for plaintiff's attorney's fees, and all expenses of advertising, selling and conveying the Property, all sums advanced for court costs, any taxes or other liens or assessments, or title costs, master's fees and costs of procuring or completing an abstract of title, title guaranty policy or Torrens Certificate showing the complete title of the Property, including the foreclosure decree and Certificate of Sale; there shall next be paid the indebtedness secured hereby, and finally the overplus, if any, shall be returned to Mortgagee. The purchaser at the sale shall have no duty to see to the application of the purchase money.

If Mortgagee voluntarily shall sell or convey the Property, in whole or in part, or any interest in that Property or by some act or means divest themselves of title to the Property without obtaining the written consent of Mortgagee, then Mortgagee, at its option, may declare the entire balance of the loan plus interest on the balance immediately due and payable. This option shall not apply if (1) the sale of the Property is permitted because the purchaser's creditworthiness is satisfactory to Mortgagee and (2) that purchaser, prior to the sale, has executed a written assumption agreement containing terms prescribed by Mortgagee including, if required, an increase in the rate of interest payable under the Note.

If there be only one mortgagee, all plural words herein referring to Mortgagee shall be construed in the singular.

IN WITNESS WHEREOF Mortgagee have hereunto set their hands and seals this 3rd day of JUNE, 1986.

86-226168

John G. Byleski (Seal)

(Seal)

(Seal)

STATE OF ILLINOIS)
) ss.:
COUNTY OF Cook)

ACKNOWLEDGMENT

I, a Notary Public, in and for the county in the state aforesaid do hereby certify that John G. Byleski personally known to me to be the same person whose name subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed, sealed and delivered the instrument as his own free and voluntary act for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

Given under my hand and Notarial Seal this 3rd day of JUNE 1986.

[Signature]
Notary Public

5 JUN 86 12:49

MORTGAGE

John G. Byleski
8057 N. Keating
Skokie, IL 60076
to
Sko-Fed Credit
5105 W. Oakton
Skokie, IL 60077

Prepared by:
Adrienne Lustig
5105 W. Oakton
Skokie, IL 60077



MAIL TO:

Sko-Fed Credit
5105 W. Oakton
Skokie, IL 60077

11.00