87585373

Date October 16, 1987

MORTGAGE

THIS INDENTURE made this 16th day of October, 1987, between

Jody W. Lift, A Bachelor, Now Married and Margaret R. Lift, F.K.A. Margaret R. Jalowiec, A Spinster, Now Married, In Joint Tenancy
Mortgagor(s) and IAA FEDERAL CREDIT UNION, a corporation organized and existing

under the laws of the United States, Mortgagee,

WITNESSETH:

THAT WHEREAS the Mortgagors are jointly indebted to the Mortgagee as is evidenced by a certain promissory note bearing even date herewith in the principal sum of twenty thousand five hundred and no/100ths Dollars ($20,500.00) payable with interest at the rate of ten and one-half per cent (10.50 %) per annum on the unpaid balance from the date hereof until paid and made payable to the order of the Mortgagee at its office at 1701 Towanda Avenue, Bloomington, Illinois, or at such other place as the holder may designate and deliver, the said principal and interest being payable in ~~xxxxxxxx~~ monthly installments as follows:

The principal sum and interest shall be payable in ~~xxxxxxxx~~ monthly installments of $ 276.62 commencing on the 16th day of November, 1987, and the balance, if not sooner paid, being due on the 15th day of November, 1997.

NOW, THEREFORE, the said Mortgagors for the better securing of the payment of the said principal sum of money and interest and the performance of the covenants and agreements herein contained, do by these presents, CONVEY, MORTGAGE, and WARRANT unto the Mortgagee, its successors or assigns, the following-described real estate situated, lying, and being in the city of Crestwood County of Cook, and the State of Illinois, to-wit:

Lot 46 in Hilltop Estates No. 1 being a Subdivision of that part of the West ½ of the South West ¼ lying North of Blue Island Road in Section 4, Township 36 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois. P.I.N 28-04-304-011 A/K/A 14021 S. Linden Ave. Crestwood

EAO

-87-585373

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COOK COUNTY RECORDER

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TOGETHER with all and singular the tenements, hereditaments and appurtenances thereunto belonging, and the rents, issues, and profits thereof; and all apparatus and fixtures of every kind in, or that may be placed in, any building now or hereafter standing on said land, and also all the estate, right, title and interest of the Mortgagors in and to said premises; including but not limited to all gas and electric fixtures; all radiators, heaters, furnaces, heating equipment, steam and hot-water boilers, stoves, and ranges; all elevators and motors, all bathtubs, sinks, water closets, basins, pipes, faucets, and other plumbing fixtures; all mantels and cabinets; all refrigerating plants and refrigerators, whether mechanical or otherwise; all cooking apparatus; all furniture, shades, awnings, screens, blinds, and other furnishings; all of which apparatus, fixtures, and equipment, whether affixed to the realty or not, shall be considered real estate for the purposes hereof; and including all furnishings now or hereafter attached to or used in and about the building or buildings now erected or hereafter to be erected on the lands herein described which are necessary to the complete and comfortable use and occupancy of such building or buildings for the purpose for which they were or are to be erected, and all renewals or replacements thereof or articles in substitution therefore; together with all building materials and equipment now or hereafter delivered to said premises and intended to be installed therein;

TO HAVE AND TO HOLD the above-described premises, with the appurtenances and fixtures, unto the said Mortgagee, its successors and assigns, forever, for the purposes and 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.

AND SAID MORTGAGORS covenant and agree;

That they are lawfully seized and possessed of said real estate in fee simple, and have good right to convey same.

That they will not sell, convey or transfer property described herein without first obtaining the prior written consent of the Mortgagee.

To keep said premises in good repair, and not to do, or permit to be done, upon said premises, anything that may impair the value thereof, or of the security intended to be effected by virtue of this instrument; to pay all taxes and special assessments that heretofore or hereafter may be lawfully levied, assessed or imposed; by any taxing body upon the said land, or upon the Mortgagors or Mortgagee on account of the ownership thereof,

That the Mortgagors will keep the improvements now existing or hereafter erected on the mortgaged property insured against loss by fire and such other hazards as may be required from time to time by the Mortgagee for the full insurable value, and all such insurance shall be carried in such companies and be for such periods as may be required by the Mortgagee. Such policies shall be standard policies endorsed with standard mortgagee clause with loss payable to the Mortgagee as interest may appear, and shall be deposited with the Mortgagee.

In case of the refusal or neglect of the Mortgagors to make such payments, or to satisfy any prior lien or encumbrance, or to keep said premises in good repair, the Mortgagee may pay such taxes, assessments, payments or prior liens and encumbrances, and insurance premiums, when due, and may make such repairs to the property herein mortgaged as in its discretion it may deem necessary for the property reservation thereof, and any moneys to be paid or expended together with any sums expended by the Mortgagee to keep the mortgage insurance in force, shall become so much additional indebtedness, secured by this mortgage, to be paid out of the proceeds of the sale of the mortgaged premises, if not otherwise paid by the Mortgagors shall bear interest at 12% per annum from the date of the advance until paid and shall be due and payable on demand.

It is expressly provided, however (all other provisions of this mortgage to the contrary notwithstanding), that the Mortgagee shall not be required nor shall it have the right to pay, discharge, or remove any tax, assessment, or tax lien upon or against the premises described herein or any part thereof or the improvements situated thereon, so long as the Mortgagors shall, in good faith, contest the same or the validity thereof by appropriate legal proceedings brought in a court of competent jurisdiction, which shall operate to prevent the collection of the tax, assessment, or lien so contested and the sale or forfeiture

of the said premises or any part thereof to satisfy the same, but in the event of a tax contest, the Mortgagors shall deposit with the Mortgagee an amount estimated by the Mortgagee sufficient to satisfy all taxes, penalties, interest, and costs which may reasonably accrue during such contest.

AND AS ADDITIONAL SECURITY for the payment of the indebtedness aforesaid the Mortgagors do hereby assign to the Mortgagee all the rents, issues, and profits now due or which may hereafter become due for the use of the premises hereinabove described.

IN THE EVENT that the premises covered hereby, or any part thereof, shall be damaged by fire or other hazard against which insurance is held as hereinbefore provided, the amounts paid by any insurance company pursuant to the contract of insurance shall, to the extent of the indebtedness then remaining unpaid, be paid to the Mortgagee, and, at its option, may be applied to the debt or released for the repairing or rebuilding the premises.

AND IN THE EVENT that the whole of said debt is declared to be due, the Mortgagee shall have the right immediately to foreclose this mortgage, and upon the filing of any bill for that purpose, the court in which such bill is filed may at any time thereafter, their before or after sale, and without notice to the said Mortgagors, or any party claiming under said Mortgagors, and without regard to the solvency of insolvency at the time of such application for a received, of the person or persons liable for the payment of the indebtedness secured hereby, and without regard to the value of the said premises, appoint a receiver for the benefit of the Mortgagee, with power to collect the rents, issues, and profits of the said premises during the pendency of such foreclosure suit and, in case of sale and a deficiency during the full fifteen months statutory period of redemption and such rents, issues, and profits, when collected may be applied toward the payment of the indebtedness, costs, taxes, insurance and other items necessary for the protection and preservation of the property.

AND IN CASE OF FORECLOSURE of this mortgage by said Mortgagee in any court of law or equity, a reasonable sum shall be allowed for the attorneys' fees of the complainant, and for stenographers' fees of the complainant in such proceeding, and costs of minutes of foreclosure, master's fees, and all other costs of suit, and also for all outlays for documentary evidence and the cost of a complete abstract of title for the purpose of such foreclosure; and in case of any other suit, or legal proceeding, instituted by the Mortgagee to enforce the provisions of this mortgage or in case of any suit or legal proceeding wherein the Mortgagee shall be made a party thereto by reason of this mortgage, its costs and expenses, and the reasonable fees and charges of the attorneys or solicitors of the Mortgagee, so made parties, for services in such suit or proceedings, shall be a further lien and charge upon the said premises under this mortgage, and all such expenses shall become so much additional indebtedness secured hereby and be allowed in any decree foreclosing this mortgage.

AND THERE SHALL BE INCLUDED in any decree foreclosing this mortgage and be paid out of the proceeds of any sale made in pursuance of any such decree: (1) All the costs of such suit or suits, advertising, sale, or conveyance, including attorneys', solicitors', and stenographers' fees, outlays for documentary evidence and cost of said abstract and examination of title; (2) All the moneys advanced by the Mortgagee, if any, for any purpose authorized in the mortgage, with interest on such advances at a rate of twelve per centum (12%) per annum, from the time such advances are made; (3) All the accrued interest remaining unpaid on the indebtedness hereby secured; (4) All the said principal money remaining unpaid. The over-plus of the proceeds of sale, if any, shall then be paid as the court may direct.

A RECONVEYANCE of said premises shall be made by the Mortgagee to the Mortgagors on full payment of the indebtedness aforesaid, the performance of the covenants and agreements herein made by the Mortgagors, and the payment of the reasonable fees of said Mortgagee.

IT IS EXPRESSLY AGREED that no extension of the time for payment of the debt hereby secured given by the Mortgagee to any successor in interest of the Mortgagors shall operate to release, in any manner, the original liability of the Mortgagors.

THE COVENANTS HEREIN CONTAINED shall bind, and the benefits and advantages shall inure to, the successors and assigns of the respective parties hereto. Wherever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

WITNESS the hand and seal of the Mortgagors, the day and year first written

Jody W. Lift (SEAL) Margaret R. Lift (SEAL)
Jody W. Lift Margaret R. Lift
(SEAL) FKA Margaret R. Jalomo (SEAL)

STATE OF ILLINOIS)
) ss.
Cook COUNTY)

I, the undersigned, a Notary Public in, and for said County and State aforesaid, DO HEREBY CERTIFY, that Jody W. Lift and Margaret R. Lift personally known to me to be the same persons subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed, sealed 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 the right of homestead.

Given under my hand and Notarial Seal, this 16th day of October, A.D., 1987.

Notary Public

(NOTARIAL SEAL)

OFFICIAL SEAL
Thomas J. Aquilino
Notary Public, State of Illinois
My Commission Expires Aug. 20, 1991

After recording, please return this to:
IAA Federal Credit Union
1701 Towanda Avenue
Bloomington, Illinois 61701

MAIL TO

This instrument was prepared by Madalyn Yeast,
1701 Towanda Avenue, P.O. Box 2901, Bloomington, IL 61701

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