Prepared by:

Ann Yench 1836 Broadway Melrose Park, Il. 60160

UNOFFICIAL COPY :

MERCHANTS & MANUFACTURERS STATE BANK 1836 North Broadway - Melrose Park, Illinois 60160 Telephone (312) 450-3700

87221482

MORTGAGE

THIS INDENTURE WITNESSETH: Tha	That the undersigned, _	Robert E. Calabria and Mary T. Calabria,			
his wife; al612 N. a22nd Avers	at standard and the	and the endine		of the	
Village of Melrose Park	County of	Cook	, State of Illino	ols, hereinafter referred to	
as the Mortgagor, does hereby Mortgage and	Warrant to	a			
MER	TCHANTS & MANUE	ACTURERS STATE	BANK		
a banking association organized and existing a ling real estate, situated in the County of Count	ok dd & Sherman Section 3, To	_ in the State of Illin s W. Division wnship 39 N.,	ois, to wit: Street Home Ad	ldition, a	
P.I.N. 15-03-118-032	Book "County,	Illinois.			
Property Address: 1612 N. 22nd	i Ave., Melro	se Park, Il. (50160		

TOGETHER with fall buildings, improvements, fixtures or appurtenences now or hereafter erected thereon, including all apparatus, equipments fixtures on a ticles, whether in single units or centrally controlled, used to supply heat, gas, air conditioning, water, light, power, refrigeration, vo. "Lution or other services and any other thing now or hereafter installed therein or thereon, including, but not limited to, screens, windows, storm doors and windows, floor coverings, screen doors, built-in beds, awnings, stoves, built-in overs, washers, dryer; and disposal units all of which are declared to be a part of said real estate whether physically attached thereto or not

TOGETHER with the rents, issues and profits thereof which are hereby assigned, transferred and set over unto the Mortgagee, whether now due or which may hereafter had one due under or by virtue of any lease whether written or verbal, or any agreement for the use or occupancy of said property, or any print of parts thereof, which may have been herelofore, or may be hereafter made or agreed to, or which may be made and agreed to by the Mortgagee under the power herein granted to it; it being the intention hereby to establish an absolute transfer and assignment to rie. fortgagee of all such leases and agreements existing or to hereafter exist for said premises, and to use such measures, legal or equitable, as in its discretion may be deemed proper or necessary to enforce the payment or security of such avails, rents, issues and public, or to secure and maintain possession of said premises, or any portion thereof, at the fill any and all vacancles and to rents lease or ethic power to use and apply said avails, issues and profits to the payment of all expenses, care and management of said premises, including taxes and assessments, and to the payment of any indebtedness sourced hereby or incurred hereunder.

TO HAVE AND TO HOLD the said property, with said appurtenances, apparatus and fixtures, unto said Mortgagee forever, for the uses herein set forth; free from all rights and benefits under rays attitle of limitations and under the Homestead Exemption Laws of the State of illinois, which said rights and benefits the said Mortgagor does hereby release and waive.

Upon payment of the obligation hereby secured, and performs are of all obligations under this mortgage and the note secured by it, said note shall be marked paid and delivered to the maker of his assigneen together with his mortgage dully cancelled. A reasonable fee shall be paid for cancellation and release.

TO SECURE:

by the Mortgagor to the Mortgagee in the sum of Seventeen Thousand Nine Hundred Forty and 00/100 (5 17,940.00	7
Seventeen Thousand Nine Hundred Forty and 00/100	
S 17,740.00	_!
Dollars, which is payable as provided in said note until said indebtedness is paid in full.	_,
2. Any additional advances made by the Mortgagee to the Mortgagor, or its successors in title, prior to the cancellation of this	
mortgage, provided that this mortgage shall not at any time secure more than	
of the security interest and cost and	on

3. All of the covenants and agreements in said note (which is made a part of this mortgage court ict) and this mortgage,

A. THE MORTGAGOR COVENANTS:

(1) To pay all taxes, assessments, hazard Insurance premiums and other charges when due; (2) keep the increments now or hereafter upon said premises insured against damage by fire, windstorm and such other hazards or liability as the Mortgagee may require to be insured against until said indebtedness is fully paid, or in case of foreclosure, until expiration of the prind of redemption, for the full insurance value, thereof, in such companies and in such form as shall be satisfactory to the Mortgagee; such insurance policies shall remain with the Mortgagee during said period or periods, and contain the usual clause making them pay. Six to the Mortgagee, and in case of foreclosure sale payable to the owner of the certificate of sale; and in case of loss, the Mortgage is authorized to adjust, collect and compromise, in its discretion, all claims under such policies, and the Mortgager agrees to sign, upon demand, all receipts, vouchers and releases required of him by the insurance companies; the Mortgage is authorized in its discretion to apply the proceeds of any such insurance to the discharge of any obligation insured against, to a restoration of the property or to the indebtedness of the Mortgager and any application to the indebtedness shall not relieve the Mortgager from making monthly payments until the debt is paid in full; (3) to apply for, secure, assign to Mortgagee and carry such disability insurance and life insurance as may be required in an amount not in excess of the unpaid balance of the debt secured by this mortgage and such life insurance may be required in an amount not in excess of the unpaid balance of the debt secured by this mortgage and such life insurance may be required in an amount not in excess of the unpaid balance of the debt secured by this mortgage and such life insurance may be required in an amount not in excess of the unpaid balance of the debt secured by this mortgage and such life insurance may be required in an amount not in excess of the unpaid balance of the debt secured by

THE MORTGAGOR FURTHER COVENANTS:

(1) That in case of his failure to perform any of his covenants herein, the Mortgagee may do on behalf of the Mortgager everything so covenanted: that said Mortgagee may also do any act it may deem necessary to protect the lien of this mortgage; and that the

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liability pecause of anything it may up or omit to do nersunder;
(2) That in the event the ownership of said property or any part thereof becomes vested in a person or entity other than the Mort gagor, the Mortgagee may, witout notice to the Mortgagor, deal with such successor or successors in interest with release to this mortgage and the debt hereby secured in the same manner as the Mortgagor, and may forbear to sue or may extend time for payment of the debt secured hereby without discharging or in any way affecting the liability of the Mortgagor hereunder or upon the debt hereby

(3). That time is of the essence hereof and if default be made in performance of any covenant herein contained or in making any payment under said Note or any extension or renewal thereof, or it proceedings be instituted to enforce any other lien or charge uponim any of said property, or upon the filing of a proceeding in bankruptcy by or against the Mortgagor, or if the Mortgagor, shall make art assignment for the benefit of creditors of it the property of the Mortgagor be placed under control of or in custody of any court of it the Mortgagor shall said property under a control for deed, then and in any of said Mortgagor abandon any of said property, for it is wortgagor shall sensate troperty inter a contract for deed, the wortgagor and expenses the Mortgagoe is hereby authorized and empowered, at its option, and without affecting the lien bereby immediately due and payable, whether or not such default be remedied by the Mortgagor, and apply toward the payment of said mortgage indebtedness any indebtedness of the Mortgagor, and said Mortgagoe may also immediately proceed to foreclose this mortgago.

4. When the ir captedness hereby secured shall become due whether by acceleration or otherwise. Mortgages shall have the a right to foreclose '... It in hereof. In any suit to foreclose the lien hereof, there shall be allowed and included as additional indebtedness in the decree for sale at expenditures and expenses which may be paid or incurred by or on behalf of Mortgages for attorneys face. appraiser's fees, outilities for documentary and expert evidence, stenographers, charges, publication costs and costs (which may be estimated as to items to be expended after entry of the decree) of procuring all such abstracts of title; title searches, and examinations, title insurance policies, for one such suit or to evidence to bidders at any sale which may be had pursuant to such abstracts of title; title searches, and examinations, title insurance, policies, for one such suit or to evidence to bidders at any sale which may be had pursuant to such decree the true of the title to or the value of the premises. All expenditures and expenses of the nature in this paragraph mentioned shall in the premises. become so much additional industriances, secured hereby, and immediately, due and payable, with interest thereon at the highest rateries permitted by Illinois law, when paid concurred by Mortgagee in connection with (a) any proceeding, including probate and bankruptcy in proceedings, to which the Mortgagee shall be a party, either as plaintiff, claimant or defendant, by reason of this mortgage or any indebtedness hereby secured; or (b) proparations for the commencement of any sult for the foreclosure hereof after accrual of such right to foreclose whether or not actually commenced and or the defense of any actual or threatened sult or proceeding. which might affect the premises or the security hereof.

5. The proceeds of any foreclosure sale of the premises shall be distributed and applied in the following order of priority: First con account of all costs and expenses incident to the oreclosure proceedings, including all such items as are mentioned in the precedings: paragraph hereof, second, all other items which under the terms hereof constitute secured indebtedness additional to that evidenced by the note, with interest thereon as herein provided; thir i, all principal and interest remaining unpaid on the note; fourth, any overplus to Mortgagor, the heirs, legal representative or assigns of inc. Mortgagor, as their rights may appear.

6. Upon or at any time after the filling of a complain. O creciose this mortgage the court in which such complaint is filled may appoint a receiver of said premises. Such appointment may be made either before or after sale, without notice, without regard to the appoint a receiver of said premises. Such appointment may be made either before or after said, without notice, without notice, without notice, without regard to the then value of the premises or whether the same shall be then occupied as a homestead, or not, and the Mortgagee may be appointed as such receiver. Such receiver, shall have power to collect the rents, issues and profits of said pre...s. a during the pendency of such foreclosure suit and, in case of a sale and a deficiency, during the full statutory period of redemption, whe har there be redemption or not, as well as during any further times when Mortgagor, except for the intervention of such receiver, woulf be entitled to collect such rents, issues and profits, and all other powers which may be necessary or are usual in such cases for the profits. the premises during the whole of said period. The court from time to time may "L" norize the receiver to apply the net income in this come in this content in whole or in part of: (1) The indebtedness secured hereby, (", b) any decree foreclosing this mortgage, or any tax special assessment or other item which may be or become superior to the lien her of or of such decree, provided such application is made or for to foreclosure sale: (2) the deliciency in case of a sale and deficiency.

made prior to foreclosure sale; (2) the deliciency in case of a sale and deficiency.

7. That each right, power and remedy herein conferred upon the Mortgagee is cumulative of every other right of remedy of the Mortgages, whether herein or by law conferred, and may be enforced; concurrently the ...w' or that no waiver by the Mortgages of performance of any covenant herein, or in said obligation contained shall thereafter in any man ...r affect the ripbic of Mortgages, to require or enforce performance of the same or any other of said covenants; that wherever the contert or requires; the masculine gender is a used herein, shall include the feminine, and the singular number, as used herein, shall include the feminine and the singular number, as used herein, shall include the feminine and be binding on the respective heirs, executors, admin structure, successors and assigns of the Mortgage shall extend to and be binding on the respective heirs, executors, admin structure, successors and assigns of the Mortgagor and the Mortgagee;

8. That in the event title shall be conveyed to any person or persons, firm, trust or corporation, core than the undersigned or any one or more of them, then the Mortgagee after such transfer of title shall have the right to adjust the annur trait of interest to be paid under the terms of the note secured hereunder. Whenever the Mortgagee, or its successors or assigns, shall in a seither ale of interest. est in accordance with the foregoing provision, it shall give written notice specifying the new rate; and the energy cate of any such increase shall be the date of such transfer or conveyance. 17th day of April to see a

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Robert E. Cal	labria	(SEAL)	Mary T. Galab	Andrew Comments in the Comments of the Comment	(SEAL).
State of Illinois County of Cook) ss	APR-27-87	48002	87221482	Rec age
in the State aforesald, D					and for said County
personally known to me subscribed to the forego and delivered the said in release and waiting the	ing Instrument appeared strument as the fr	before me this day in p	erson and acknowled	ged that <u>they</u> id purposes therein se	signed, sealed et forth, including the
GIVEN INDEE MY NOTARY PUBLIC, My Commission	,	· · · · · · · · · · · · · · · · · · ·	of April June 1 tary Public	C. S. nu	19 <u>87</u>
My commission expires t	1911	oi Novemb	A.D.	19 <u>8</u> 7	THE COLUMN THE PARTY

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