

# UNOFFICIAL COPY

87234335

REAL ESTATE MORTGAGE (Prepare in Triplicate) 2 3 4 3 3 5

### MORTGAGOR

### MORTGAGEE

(Names and Addresses)

ALBERT H. HOTWAGNER (Name)

DIANE M. HOTWAGNER (Name) his wife

3605 W. 61ST PLACE Street Address

CHICAGO, IL, 60629 City

OF COOK COUNTY, ILLINOIS (hereafter called "Mortgagor")

COMMERCIAL CREDIT LOANS, INC.

8705 WEST 95TH STREET

HICKORY HILLS, IL, 60457

OF COOK COUNTY, ILLINOIS (hereafter called "Mortgagee")

First Pmt. Due Date	Initial Final Pmt. Due Date	Loan Number	Date of Loan (Note) & Mortgage	Initial Number of Monthly Payments	Initial Amt. of Each Regular Pmt.	Amt. of Mortgage (Face Amt. of Loan)
06/15/87 Date Due Each Mo.	05/15/97	11254-0	04/28/87	120	178.58	10090.62

THIS MORTGAGE ALSO SECURES FUTURE ADVANCES AS PROVIDED HEREIN.

THIS INDENTURE, WITNESSETH, THAT the Mortgagor, above named, of the above named address in the County and State above indicated

Mortgage and Warrant to the Mortgagee named in print above, to secure the payment of one certain Promissory Note executed by ALBERT H.

HOTWAGNER & DIANE M. HOTWAGNER, his wife ("Borrowers"), bearing even date herewith, payable to the order of the Mortgagee named in print above, the following described real estate, to wit:

LOTS 20 AND 21 IN BLOCK 2 IN MEYER'S ADDITION TO CHICAGO LAWN, A SUBDIVISION OF THE NORTH EAST 1/4 OF THE SOUTH EAST 1/4 OF THE SOUTH WEST 1/4 (except the East 50 feet dead to Railroad) in SECTION 14, TOWNSHIP 38 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

87234335

PERMANENT INDEX NUMBER: 19-14-323-014 all FFO

AS KNOWN AS: 3605 W. 61ST PLACE, CHICAGO, IL, 60629

situated in the County above in the State indicated above, hereby releasing and waiving all rights under and by virtue of the Homestead Exemption Laws of the State of Illinois, and all right to retain possession of said premises after any default or breach of any of the covenants or agreements herein contained.

The Mortgagor(s) covenants and agrees as follows: (1) To pay said indebtedness, and the interest thereon, as herein and in said note provided, or according to any agreement extending time of payment, or in accord with the terms of any subsequently executed notes, which shall be a continuation of the initial transaction and evidence the refinancing or advancing of additional sums of money to Mortgagee(s); (2) to pay prior to the first day of June in each year, all taxes and assessments against said premises, and on demand to exhibit receipts therefor; (3) within sixty days after destruction or damage to rebuild or restore all buildings or improvements on said premises that may have been destroyed or damaged; (4) that waste to said premises shall not be committed or suffered; (5) to keep all buildings now or at any time on said premises insured in companies to be selected by the Mortgagee herein, who is thereby authorized to place such insurance in companies acceptable to the holder of the first mortgage indebtedness, if any, with loss clause attached payable first, to any prior Mortgagee, if any, and, second, to the Mortgagee above named, and their interests may appear, which policies shall be left and remain with the said Mortgagee until the indebtedness is fully paid; and to pay all prior encumbrances, and the interest thereon, at the time or times when the same shall become due and payable; and (6) that Mortgagee(s) shall not sell or transfer said premises or an interest therein, including through sale by installment contract, without Mortgagee's prior written consent, or Mortgagee can, at Mortgagee's option, declare the entire principal amount and accrued interest due and payable at once; provided, however, that if Mortgagee(s) now occupy or will occupy the property, certain sales and transfers, as outlined by The Federal Home Loan Bank Board at 12 C.F.R. Section 391.3, as amended, do not require Mortgagee's prior written consent.

In the event of failure to insure, or pay taxes or assessments, or the prior encumbrances or the interest thereon when due, the Mortgagee or the holder of said indebtedness, may procure such insurance, or pay such taxes or assessments, or discharge or purchase any tax lien or title affecting said premises or pay all prior encumbrances and the interest thereon from time to time; and all money so paid, the Mortgagee(s) agrees to repay immediately without demand, and the same with interest thereon from the date of payment at seven per cent, per annum, shall be an additional indebtedness secured hereby. If any insurance coverage is obtained at Mortgagee's office, upon Borrower's default, Mortgagee hereby agrees to Mortgagee the right to cancel part or all of that insurance and to apply any returned premiums to the unpaid balance, if not prohibited by law.

In the event of a breach of any of the aforesaid covenants or agreements the whole of said indebtedness, including principal and all earned interest, shall, at the option of the legal holder thereof, without notice, become immediately due and payable, and with interest thereon from time of such breach, at the rate of interest then prevailing under the above-described Promissory Note or the highest rate of interest provided by law, shall be recoverable by foreclosure thereof; or by suit at law, or both, the same as if all of said indebtedness had then matured by express terms.

It is agreed by the Mortgagor(s) that all expenses and disbursements paid or incurred in behalf of complainant in connection with the foreclosure hereof—including reasonable solicitor's fees, outlays for documentary evidence, stenographer's charges, cost of procuring or completing abstract showing the whole title of said premises embracing foreclosure decree—shall be paid by the Mortgagor(s); and the like expenses and disbursements, occasioned by any suit or proceeding wherein the Mortgagee or any holder of any part of said indebtedness as such, may be a party, shall also be paid by the Mortgagor(s). All such expenses and disbursements shall be an additional lien upon said premises, shall be taxed as costs and included in any decree that may be rendered in such foreclosure proceedings; which proceedings, whether decree of sale shall have been entered or not, shall not be dismissed, nor a release hereof given, until all such expenses and disbursements, and costs of suit, including solicitor's fees have been paid. The Mortgagor(s) for said Mortgagor(s) and for the heirs, executors, administrators and assigns of said Mortgagor(s) waives(s) all right to the possession of, and income from, said premises pending such foreclosure proceedings, and agrees that upon the filing of any bill to foreclose this mortgage, the court in which such bill is filed, may or may not and without notice to the said Mortgagor(s), or to any party claiming under said Mortgagor(s), appoint a receiver to take possession or charge of said premises with power to collect the rents, issues and profits of the said premises.

Mortgagor/warrantors that Mortgagee seized of said premises in fee simple and has the right to convey the same in fee simple and said premises are free from any encumbrances other than:

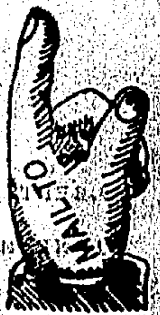
CONCORDIA FEDERAL SAVINGS & LOAN 10/14/86 Page County

If in this mortgage the Mortgagor is or includes persons other than Borrower, then Borrower only is primarily liable for payment of the promissory Note and Mortgagee is liable and bound by all other terms, conditions, covenants and agreements contained in this mortgage, including but not limited to the right of and power of Mortgagee to foreclose on this mortgage in the event of default.

Witness the hand of B and seal of B of the Mortgagor(s) this 28 day of APRIL A.D. 1987

(SEAL) x Albert H. Hotwagner (SEAL) Diane M. Hotwagner (SEAL)

# UNOFFICIAL COPY



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NOTARIAL PUBLIC

STATE OF ILLINOIS  
COUNTY OF COOK

IN WITNESS WHEREOF, I have hereunto set my hand and seal of office at Chicago, Illinois, this 28th day of April, 1987.

Notary Public in and for said County, Illinois

My commission expires on the 28th day of April, 1990.

AS WITNESSED BY ME, the Notary Public, at Chicago, Illinois, on the 28th day of April, 1987.

My commission expires on the 28th day of April, 1990.

Notary Public in and for said County, Illinois

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Property of Cook County Clerk's Office

87234335

ORIGINAL-RECORDING

DUPLICATE-OFFICE

This instrument was prepared by C.A. MARKELLO, 8705 N. 95TH STREET, JICKORY HILLS, ILL. 60455

Notary Public in and for said County, Illinois

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Notary Public in and for said County, Illinois

My commission expires on the 28th day of April, 1990.

87234335

George A. Markello

NOTARIAL PUBLIC

My commission expires on the 28th day of April, 1990.

Notary Public in and for said County, Illinois

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