

MORTGAGE

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THIS INDENTURE, made May 4, 1957, between PHILIP J. KLINE AND BRENDA M. KLINE,
 his wife
 (herein referred to as "Mortgagors,") and First State Bank & Trust Company of Park Ridge
 a banking corporation organized under the laws of the State of Illinois, doing business in Park Ridge Illinois,
 (herein referred to as "Mortgagee,")

WITNESSETH

THAT WHEREAS Mortgagors are justly indebted to Mortgagee in the sum of SEVEN THOUSAND NINE HUNDRED
 TWENTY-ONE AND 36/100 dollars (\$7,921.36) evidenced by a certain Promissory Note of even date herewith executed by Mortgagors, payable to the order of the Mortgagee and delivered, by which Note Mortgagors promise to pay said principal sum and interest on the balance of principal remaining from time to time unpaid at the rate of 6.26 per cent (6.26%) per annum prior to maturity, at the office of Mortgagee in Park Ridge Illinois, in 54 successive monthly installments commencing June 4, 1957, and on the same date of each month thereafter, all except the last of said installments to be in the amount of \$3 each, and said last installment to be the entire unpaid balance of said sum, together with interest on the principal of each installment after the original maturity date thereof at 12.5% per annum; together with all costs of collection, including reasonable attorneys' fees, upon default, (hereinafter referred to as the "Note").

NOW, THEREFORE, the Mortgagors to secure the payment of said Note in accordance with its terms and the terms, provisions and limitations of this Mortgage, and all extensions and renewals thereof, and the performance of the covenants and agreements herein contained, by the Mortgagors to be performed, and also in consideration of One Dollar in hand paid, the receipt whereof is hereby acknowledged, do by these presents Mortgage and Warrant to the Mortgagee, its successors and assigns, the following described Real Estate in the County of Cook and State of Illinois, to wit:

Lot 20 in Block 1 in Hulbert Devonshire Terrace, a Subdivision in the South West quarter of Section 35, Township 41 North, Range 2, East of the Third Principal Meridian, according to the plat thereof recorded May 23, 1954 in book 188 of plats, page 27 as document #432592 in Cook County, Illinois.

ABSTRACTS ATTACHED
 1954 S. 1400 E. 1400 N. 47' 6" FRONT
 50' 0" W. 11' 6" DEEP
 50' 0" D. 11' 6" DEEP
 50' 0" D. 11' 6" DEEP

- 09-35-326-028

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which, with the property hereinabove described, is referred to herein as the "Premises".

TOGETHER with all improvements, easements, covenants, fixtures and appurtenances thereto belonging, and all rents, issues and profits thereof for so long and during all such times as Mortgagors may be entitled thereto which are pledged primarily and as a paney with said real estate and not secondarily, and all apparatus, equipment or articles now or hereafter thereon or thereabout to supply heat, gas, air conditioning, water, light, power, refrigeration (whether single units or centrally controlled), and ventilation, including without limitation, the furnace(s), screen(s), window shades, storm shades and windows, floor coverings, indoor beds, awnings, stoves and water heaters. All of the foregoing are declared to be a part of said real estate whether physically attached thereto or not, and it is agreed that all similar apparatus, equipment or articles heretofore placed on the premises by the Mortgagors or their successors shall be considered as constituting part of the real estate.

TO HAVE AND TO HOLD the premises unto the Mortgagee, its successors and assigns. However, for the purposes herein set forth, free from all rights and benefits under and by virtue of the Homestead Exemption Laws of the State of Illinois, all of said rights and benefits the Mortgagors do hereby expressly release and waive.

This Mortgage consists of two pages. The covenants, conditions and provisions appearing on page 2 (the reverse side) hereof among other things, require Mortgagors to keep the premises in repair, insured and free of liens and to pay and discharge, prior liens and taxes, provide that if not paid by Mortgagors, the costs of such repairs, insurance, prior liens and taxes paid by Mortgagee constitute additional indebtedness secured hereby, provide for tax and insurance deposits, for acceleration of maturity of the Note and foreclosure hereof in case of default and for the allowance of Mortgagee's attorneys' fees and expenses of foreclosure, and are incorporated herein by reference, are a part hereof, and shall be binding on the Mortgagors and those claiming through them.

In the event Mortgagor sells or conveys the premises, or if title thereto or any interest therein shall become vested in any manner whatsoever in any other person or persons other than the Mortgagor, or upon the death of any Mortgagor, Mortgagee shall have the option of declaring immediately due and payable all unpaid installments on the Note and enforcing the provisions of the Mortgage with respect thereto.

Signed and sealed by the Mortgagors the date first above written.

Philip J. Kline
PHILIP J. KLINE

(SEAL)
(SEAL)

Brenda M. Kline
BRENDA M. KLINE

(SEAL)
(SEAL)

STATE OF ILLINOIS) 1. the undersigned , a Notary Public is and for and residing in said County.
 COUNTY OF COOK) ss in the State aforesaid. DO HEREBY CERTIFY THAT Philip J. Kline & Brenda M. Kline, his wife
 who are personally known to me to be the same persons whose names are 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 all rights under any homestead exemption and valuation
 THIS INSTRUMENT PREPARED BY
 CAROLYNNE M. KLINE, Notary Seal this 4th day of May, A.D. 1957.
 FIRST STATE BANK & TRUST COMPANY
 OF PARK RIDGE, 607 Devon Ave.
 PARK RIDGE, IL. 60068

Notary Public

FOR RECORDER'S INDEX PURPOSES INSERT STREET ADDRESS OF
 ABOVE DESCRIBED PROPERTY HERE

1006 St. James Ave.

Park Ridge, IL 60068

THIS IS A
 JUNIOR RECORDING

Part 2 : THE COVENANTS, CONDITIONS AND PROMISES REFERRED TO ON PAGE 1 (THE REVERSE SIDE OF THIS MORTGAGE):

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2. Management expenses, the sum of \$2,000.00, to be paid annually, for general expenses, special assessments, water charges, and other services charged against the property. The sum shall be paid in advance by the Mortgagor, debited to his account, and all such items exceeding regular said sum, shall be conclusively deemed valid for the purpose of this provision; (3) That the time between now and hereafter, upon the payment made now or hereafter, upon said indebtedness, shall be excluded from the period of redemption, but the full liability insurance and such other insurance as the Mortgagor may require, until said indebtedness is fully paid, or in case of foreclosure, until expiration of the period of redemption, for the full sum receivable under thereof, in such companies, and in such form as shall be satisfactory to the Mortgagor; such insurance policies shall remain with the Mortgagor during all periods or periods, and provide the usual clause concerning as to the Mortgagor making them payable to the Mortgagor; and in case of foreclosure and payable to the owner of the certificate of sale, events of any deficiency, any surplus or redemptions, or any present in a deed; and in case of loss under such policies, the Mortgagor is authorized to adjust, collect and compensate, in his discretion, all claims theretofore and so far existing and deliver on behalf of the Mortgagor all necessary papers of sale, receipts, vouchers, releases and assignments required to be signed by the insurance companies, and the Mortgagor agrees now, upon demand, all receipts, vouchers and releases required of them to be signed by the Mortgagor for such purpose; and the Mortgagor is authorized to apply the proceeds of any insurance claim to the restoration of the premises or upon the indebtedness hereby created in its discretion, but monthly payments shall continue until said indebtedness is paid in full; (4) Immediately after documentation of damage, to commence and promptly complete the rebuilding or renovation of buildings and improvements or otherwise on said premises, and to Mortgagor agrees also to apply on the indebtedness accrued hereby the proceeds of any insurance covering such destruction or damage; (5) To keep and preserve in good condition and repair, windows, doors, and fireplaces, and free from any mechanism's or other like or certain of fire, not especially subrogated in writing to the lessor hereof; (6) Not to make, suffer or permit any unlawful use of or any pasture or certain on and premises nor to damage any certain or realty or value by any act or omission to act; (7) To comply with all requirements of law with respect to the premises and the uses thereof; (8) Not to have, reside as person, without the written permission of the Mortgagor, being first but and moreover, (a) any use of the premises for any purpose other than that for which it is now used, (b) any alienation of the improvements, apparatus, apparatus, fixtures or equipment now or hereafter upon said premises, (c) any purchase or conditional sale, lease or agreement under which there is reserved to the vendor, or any apparatus, fixtures or equipment to be placed in or upon any buildings or improvements or said premises; (9) To pay the premiums on Mortgagor's coverage of this indebtedness, when required by Mortgagor's premium to his certain companies; and (10) To pay when due any indebtedness which may be accrued by a lien or charge upon the premises, together with the fees thereof, and upon receipt, exhibit satisfactory evidence of the discharge of such prior liens or mortgages.

2. In addition to the monthly payments of principal and interest payable under the terms of the Note, the Mortgagor agrees to pay to the holder of the Note, when demanded by the holder of the Note, such sums as may be specified for the purpose of establishing a reserve for the payment of premiums on policies of fire insurance and such other burdens as shall be required hereunder covering the managed property, and for the payment of taxes and special assessments occurring on the property called as demanded by the holder of the Note; such sums as may be paid by the holder of the Note for any other expenses, taxes or assessments, and for any other expenses, taxes or assessments, which may be incurred by the holder of the Note in connection with the management of the property, and to keep the uninsured amounts reserved against loss or damage by fire or lightning. It, however, payments made hereunder for taxes, special assessments and insurance premiums shall not be sufficient to pay the amounts necessary as they become due, then the Mortgagor shall pay the deficiency caused to make up the deficiency. If amounts collected for the purpose aforesaid exceed the amounts necessary to make such payment, such excess shall be applied in reduction of future payments for these purposes to be made by Mortgagor.

3. The original intent of the provisions of the Act was to give the Secretary of State authority to determine, that if any foreign power or persons in any way interfere with the security of the United States, will be received as an enemy power or persons during the time of war, the Secretary of State may issue a proclamation of war against such power or persons.

4. Mortgagor may collect a late charge equal to one-half (1/2) of one per cent (1%) on the unpaid balance of the indebtedness hereby secured for each day upon which the monthly payment of principal, interest, taxes, assessments, insurance premiums, or other charges, more than fifteen (15) days past due, is unpaid, to cover the extra expense involved in handling delinquent payments.

5. Mortgagors agree that Mortgagor may employ counsel or advice or other legal services at the Mortgagors' discretion, in connection with any dispute as to the debt hereby secured or the title to the property or which the Mortgagor may be made a party on behalf of the Mortgagors, and a sum of attorney's fees so incurred shall be added to and be a part of the debt. Debtor agrees that the attorney's fees to be incurred by the Mortgagors in connection with the defense and sale of the property securing the same and in connection with any suit or action brought by the Mortgagors against the Debtor for nonpayment of the debt, shall be added to and be a part of the debt hereby secured. ALL such costs and expenses shall be payable by the Mortgagors to the Mortgagor as the Mortgagor demands, and of no part shall be included in any decree or judgment as a part of said mortgage debt and shall bear interest at the rate of 7.00 3.00 per cent.

6. In case of default by either Mortgagor may, but need not, make any payment or perform any act herein required of Mortgagor, in any form and manner deemed expedient, and may, but need not, sue for full or partial payment of principal or interest on such encumbrance, at any, and whenever, compensation or costs, legal or otherwise, may be due to him.

2. Manager, making any payment hereby, or otherwise relating to rates or assessments, may do so according to any bill, statement or estimate presented from the appropriate public officer without inquiry as to the accuracy of such bill, statement or estimate or into the validity of any tax, assessment, rate, fee, fine or charge thereof.

clear therefrom, and the opinion of the Management and other officers of the Corporation, all would be determined by such person as shall, notwithstanding anything to the contrary contained in the By-Laws or in any other document, be appointed by the Board of Directors to act as a committee on the By-Laws or in any other office.

In the event that the Mortgagor, because the due and payable amount immediately in the case of default or making payment of any instalment on the Due Date as on any other obligation secured hereby, or (ii) where default shall become due more than three days in the performance of any other agreement of the Mortgagor hereinafter contained;

(b) In the event that Mortgagor or either of them (i) fails to make the appointment of a receiver, trustee, or liquidator of all or a substantial part of Mortgagors' assets, (ii) fails to adenotiate a discharge or discharge, or fails a voluntary petition to bankruptcy, or admits to having such mobility to pay debts as they become due, or (iii) fails to give a general assignment for the benefit of creditors, or (iv) fails to give a power or causes seeking reorganization or arrangement with creditors, or (v) take advantage of any insolvency law, or (vi) fails to answer addressing the material allegations in a process filed against Mortgagor in any bankruptcy, reorganization, or insolvency proceeding, or (vii) who set a quoque for the purpose of effecting any of the foregoing, or (viii) any other judgment or decree shall be entered upon as a consequence of a default or a breach or non-observance of all or a substantial part of the Mortgagors' assets and such order, judgment or decree shall become unexecuted and in either of any period of 30 consecutive days, the holder of the Note may declare the Note forthwith due and payable, whenever the principal and interest accrued on the Note and of other sums hereby accrued, shall become forthwith due and payable as all of the said sums of money were originally intended to be paid on such date; and thereafter, the Mortgagor without notice or demand, may prosecute a suit at law and/or in equity or in all other appropriate proceedings to recover the amounts so unexecuted. Furthermore, if no action is taken to recover the amounts so unexecuted, the Mortgagor may at his option immediately upon occurrence of such act or default, the procedure thereof declared that Mortgagor and the indebtedness secured hereby due and payable forthwith and may in his option proceed to foreclose that hereby.

16. When the indebtedness heretofore accrued shall become due whether by act, omission or otherwise, Mortgagor shall have the right to foreclose the Lien heretofore, to any suit to foreclose the Lien heretofore, there shall be allowed and included as a debt due to the decree for sale all expenditures and expenses which may be paid or incurred by or on behalf of Mortgagor for attorney's fees, expenses, legal, witness, depositionary and expert evidence, messenger's charges, publication costs and costs which may be incurred as to items to be expended after entry of the decree of foreclosing all such advances of title, title, title searcher and examination, insurance, policies, Taxes, credits, expenses and similar dues and assessments with respect to title as Mortgagor may deem to be reasonably necessary either to prosecute such suit or to evidence so held or at any rate which may be had pursuant to such decree the true amount of the title or the value of the premises. All expenditures and expenses of the nature in this paragraph mentioned shall become so much additional indebtedness, to be paid hereby and unconditionally due and payable with interest thereon at the rate of **11.00% APR**,¹³ per annum, when paid or incurred by Mortgagor in connection with (a) any proceeding, including probate and bankruptcy proceedings, in which Mortgagor shall be a party, either as plaintiff, defendant or defendant, by reason of whom Mortgagor is or may be indebtedness hereby acquired; or (b) preparations for the defense of any threatened suit or proceeding which might affect the security heretofore held, whether or not actually commenced; or (c) expenditures for the commencement of any suit for the foreclosure heretofore aforesaid, at such rate of such right as foreclosed, whether or not actually commenced.

11. The proceeds of any foreclosure sale of the premises shall be distributed and applied as follows in order of priority: First, on account of all costs and expenses incident to the foreclosure proceedings, including all such items as are recoverable on the records of the appropriate court; second, all other items which under the terms hereof are recoverable from the lessee, including the amount of the unpaid rent, taxes, insurance premiums, and all principal and interest remaining unpaid at the time of the sale.

12. Upon, or at any time after the taking of any such as mentioned, there being, legal representation or otherwise, as the case may affect, the same, the Crown, in which case will it be may appear a necessary and of previous. Such representations may be made either before or after sale, without notice, without regard to the delivery or non-delivery of documents at the time of application for such representation and without regard to the then value of the premises or whether the same shall be then occupied as a tenement or not, and the蒙古人 may be appointed as such receiver. Such receiver shall have power to collect the rents, issues and profits of said premises during the period of one or a longer term and, in case of a sale and a deficiency, during the full necessary period of redemption, whether there be redemption or not, as well as during any other time when蒙古人, except for the termination of such receiver, would 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 protection (including injunctions and restraint, possession, control, management and operation) of the premises during the whole time and period. The Crown from time to time may authorise the receiver to apply the net income in his hands to payment in whole or in part of: (1) the indebtedness or account having been created by any defect detected and/or remedied and/or applied and made good this Mortgage, or, any sum, special arrangement or other than which may be or become superior to the sum heretofore or of such date, as provided and/or applied and made good

13. The Managers will not at any time sustain, or, plead, or in any manner whatsoever claim or take any benefit or advantage of, any any of extensions or modifications law, any exemption from execution of sale of the premises or any part thereof, whenever enacted, now or at any time hereafter enacted, which may affect the interests and covenants or the performance of this Mortgage, nor claim, take, or make upon any benefit or advantage of any law now or hereafter in force providing for the reduction or expiation of the principal, or any part thereof, prior to any sale or sales thereof which may be made pursuant to any provision herein, or pursuant to the direction, judgment, or order of any court of competent jurisdiction; and the Managers hereby expressly waive all benefit or advantage of any such law or laws, and covenant not to plead, or defend, or impugn the existence of any power herein granted or delegated to the Managers, but to suffer and permit the exercise of every power as though the same such law or laws had been made or enacted. The Managers, for itself or themselves and all who may claim under it or them, waives, so the best of their knowledge,

13. The lessee shall not make any alterations or additions to the premises without the written consent of the lessor.

13. In case the premises, or any part thereof, shall be taken by condemnation, the Mortgagor is hereby empowered to collect and receive all compensation which may be paid for any property taken or for damages to any property not taken and all condemnation compensation so received shall be forthwith applied by the Mortgagor as is herein above set forth. The liquidated deduction of the indebtedness, referred hereto, as to the result and consequence of any property so damaged, provided that such can exceed the

any alert, notice, waiver and posting of the premises are pledged, assigned and transferred to the Mortgagor, whether now due or hereafter to become due, under or by virtue of any lease or agreement for the use or occupancy of said premises, or any part thereof, whether said lease or agreement is written or verbal, and (c) the interest herein held (d) to pledge said rents, charges and profits on a parity with said real estate and our secondary and such pledge shall not be deemed merged in any foreclosure decree, and (b) to establish an absolute transfer and assignment to the Mortgagor of all such leases and agreements and all the assets thereto, together with the rights in case of default, either before or after foreclosure sale, to enter upon and take possession of, and, moreover, and without giving notice, or any part thereof, make, let and for terms determined advantageous to us, terminate or modify existing or future leases, collect and receive, rents, charges and profits, regardless of when earned, and use such measures whether legal or equitable as it may deem proper to collect collection thereof, employ certain agents or other employees, that of agent and attorney, law firm and legal and equipment thereto when it deems necessary, preferable, adequate and convenient to collect collection thereof, which may be deemed desirable, and in general exercise all powers ordinary incident to ownership of the property, and to collect collection thereof, for the sum or sums hereinabove mentioned, which being prior to the time of any other foreclosure, shall be assessed, and out of the income so arising, and for the payment of taxes, rates and assessments, and all expenses of every kind, including attorney's fees, incurred in the collection of the persons, debts, dues, and from time to time apply, pay balance of income net, in his sole discretion, needed for the above said purposes, least on the interest and then on the principal of the indebtedness hereby secured, before or after any decree of foreclosure, and on the deficiency in the power of sale, if any, whether there be a defect in personalty annexed as well. Whereas all of the indebtedness accrued hereby is paid, and the Mortgagor, in its sole discretion feels that there is no substantial unexecuted deficit in performance of the Mortgagor's covenants herein, the Mortgagor, on satisfactory evidence thereof, shall relinquish possession and pay the Mortgagor any surplus income in his hands. The possession of Mortgagor any covenants until all indebtedness accrued hereby is paid to full or until the delivery of a bill of sale, however, have the dispository power at anytime during which it may be issued, Mortgagor shall give all security, if any, which might have had without this paragraph.

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