Telephone (312) 678-0030 M O R T G A G E

FIRST NATIONAL BANK OF SCHILLEH PANK

4159 Old River Road - Schiller Park, Illinois 60176

, IL. 60176 MORTGAG

THIS INDENTURE WITNESSETH: That the undersigned, Jozof Filip and Janina Filip, his wife of the Village of Schiller Park County of Cook , State of Illinois, hereinafter referred to as the Mortgagor, does hereby Mortgage and Warrant to

FIRST NATIONAL BANK OF SCHILLER PARK a national banking association organized and existing under the laws of the United States, hereinafter referred to as the Mortgages, the following real estate, situated in the County of Cook in the State of Illinois, to wit:

LOT 14 IN BLOCK 45 IN THE VILLAGE OF JEFFERSON IN SECTION 9, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Commonly known as: 4919-21 N. Lester, Chicago, Illinois 60630.

Permanent Index, Numbers: 13-09-318-007-0000 and 13-09-318-008-0000 EAO WM

TOGETHER with all pulldings, improvements, fixtures or appurtenances now or hereafter eracted thereon, including all apparatus, equipment, fixtures of articles, whether in single units or centrally controlled, used to supply heat, gas, air conditioning, water, light, power, refrigeration ventilation or other services and any other thing now or hereafter installed therein or thereon, including, but not limited to, screens, windov chades, storm doors and windows, floor coverings, screen doors, built-in beds, swnings, stoves, built-in ovens, water heaters, washers, dross 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, issue and profits illereof which are hereby assigned, transferred and set over unto the Mortgagee, whether now due or which may hereafter become 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 part or parts thereof, which may have been herefolore, 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 the Mortgagee 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 profits, or to secure and maintain possession of said premises, or any portion thereof, and to fill any and all vacancies and to rent, lease or etuny portion of said premises to any party or parties, at its discretion, with 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 around hereby or incurred hereunder.

TO HAVE AND TO HOLD the said property, with said apparatus and fixtures, unto said Mortgagee forever, for the uses herein set forth, free from all rights and benefits under ray statute 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 performance 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 action as, together with his mortgage dully cancelled. A reasonable fee shall be paid for cancellation and refease.

TO SECURE:

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

A. THE MORTGAGOR COVENANTS:

(1) To pay all taxes, assessments, hazard insurance premiums and other charges when due; (2) keep the high provements now or hereafter upon said premises insured against damage by fire, windstorm and such other hazards or liability at the Mortgagee may require to be insured against until said indebtedness is fully paid, or in case of foreclosure, until expiration of the privation of the mortgages and in case of foreclosures as a payable to the owner of the certificate of sale; and in case of loss, the Mortgage is authorized in the Mortgages and in case of foreclosures 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 Mortgagor and any application to the indebtedness shall not reliave the Mortgagor from making monthly payments until the debt is paid in full; (3) to apply for, secure, assign to Mortgages and carry such disability insurance and life insurance as may be required by Mortgages in companies acceptable to Mortgages, and in a form accuptable to it, and such disability insurance may be required in an amount not in excess of the unpaid balance of the debt secured by this mortgage; (4) not to commit or suffer any waste of such property, and to maintain the same in good condition and repair; (5) to promptly pay all bills for such repairs and all other expenses incident to the ownership of said property; in order that no lien or medical material manufaction to authorize the security intended to be affected by virtue of this mortgage by any act or omis

THE MORTGAGOR FURTHER COVENANTS

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

Mortgagor will immediately repay any money paid or disbursed by the Mortgagee for any of the above purposes, and such moneys together with interest thereon at the highest rate for which it is then lawful to contract shall become so much additional indebtedness secured by this mortgage and may be included in any decree foreclosing this mortgage and be paid out of the rents or proceeds of the sale of said pramises, if not otherwise paid; that it shall not be obligatory upon the Mortgagee to inquire into the validity of any flon, encumbrance or claim in advancing moneys in that behalf as above authorized, but nothing herein contained shall be construed as requiring the Mortgagee to advance any moneys for any purpose nor to do any act hereunder; that the Mortgage shall not incur personal liability because of anything it may do or omit to do hereunder;

(2) That in the event the ownership of said property or any part thereof becomes vested in a person or entity other than the Mortgagor, the Mortgagor may, witout notice to the Mortgagor, deal with such successor or successors in interest with reference 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 secured:

(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 if proceedings be instituted to enforce any other lien or charge upon any of said property, or upon the filling of a proceeding in bankruptcy by or against the Mortgagor, or if the Mortgagor shall make an assignment for the benefit of creditors or if the property of the Mortgagor be placed under control of or in custody of any court, or if the Mortgagor abandon any of said property, or if the Mortgagor shall sell said property under a contract for deed, then and in any of said events, the Mortgagoes is hereby authorized and empowered, at its option, and without affecting the lien hereby created or the priority of said flen or any right of the Mortgagoe hereunder, to declare, without notice, all sums secured hereby 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 Mortgagoe to the Mortgagor, and said Mortgagoe may also immediately proceed to foreclose this mortgage.

4. When the indebtedness hereby secured shall become due whether by acceleration or otherwise, Mortgagee shall have the right to foreclose the lin hereof, there shall be allowed and included as additional indebtedness in the decree for sale all expenditures and expenses which may be paid or incurred by or on behalf of Mortgagee for attorneys' fees, appraiser's fees, outlings for documentary and expert evidence, stenographers' charges, publication costs and costs (which may be estimated as to items try be expended after entry of the decree) of procuring all such abstracts of title, titts searches, and examinations, title insurance policies, Torons certificates, and similar data and assurances with respect to title as Mortgagee may deem to be reasonably necessary either to receive such suit or to evidence to bidders at any sale which may be had pursuant to such decree the true condition of the title to or the role of the premises. All expenditures and expenses of the nature in this paragraph mentioned shall become so much additional is the contest secured hereby and immediately due and payable, with interest thereon at the highest rate permitted by Illinois law, when paid or incurred by Mortgagee in connection with (a) any proceeding, including probate and bankruptcy proceedings, to which the Mortgage's 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 suit for the foreclosure hereof after accrual of such right to foreclose whether or not actually commenced; or (c) preparations for the defense of any actual or threatened suit or proceeding which might affect the premises or the sixurin, hereof.

5. The proceeds of any foreclosure sale of the premises shall be distributed and applied in the following order of priority: First, on account of all costs and expenses incident to the following proceedings, including all such items as are mentioned in the preceding 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 provide at third, all principal and interest remaining unpaid on the note; fourth, any overplus to Mortgagor, the heirs, legal representative or assigns of the Mortgagor, as their rights may appear.

6. Upon or at any time after the filing of a comp. siz. 3 foreclose this mortgage the court in which such complaint is filed may appoint a receiver of said premises. Such appointment may be made either before or after sale, without notice, without regard to the solvency or insolvency of Mortgagor at the time of application for such receiver and without regard to the then value of the premises or whether the same shall be then occupied as a homestead or (ot, and the Mortgagoe may be appointed as such receiver. Such receiver shall have power to collect the rents, issues and profits of said or during the pendency of such foreclosure suit and, in case of a sale and a deficiency, during the full statutory period of redemption, whether there be redemption or not, as well as during any further times when Mortgagor, except for the intervention 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, possession, control, management and operation of the premises during the whole of said period. The court from time to time in a paytherize the receiver to apply the net income in his hands in payment in whole or in part of: (1) The indebtedness secured herein a paytherize the receiver to apply the mortgage, or any tax, special assessment or other lien which may be or become superior to the lien nereof or of such decree, provided such application is made prior to foreclosure sale; (2) the deficiency in case of a sale and deficiency.

7. That each right, power and remedy herein conferred upon the Mortgage is cumulative of every other right or remedy of the Mortgagee, whether herein or by law conferred, and may be enforced, concurrently the ewith; that no waiver by the Mortgagee of performance of any covenant herein or in said obligation contained shall thereafter in any conner affect the right of Mortgagee, to require or enforce performance of the same or any other of said covenants; that wherever the context hereof requires, the masculine gender, as used herein, shall include the feminine, and the singular number, as used herein, shall include the plural; that all rights and obligations under this mortgage shall extend to and be binding on the respective heirs, executors coministrators, 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, other 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 annual rate of interest to be paid under the terms of the note secured hereunder. Whenever the Mortgagee, or its successors or assigns, shall increase the rate of interest in accordance with the foregoing provision, it shall give written notice specifying the new rate; and the date of such transfer or conveyance.

IN MILKERS MAEKEOF 68CD OF THE REGISTER HELEGISTORS INC.	a liaila alla seal lina day or
A.D., 19.87.	. DEPT-01 \$12.
to tem.	• • • • • • • • • • • • • • • • • • • •
(X) (SEAL)	
Jozef, Filip //	. \$6912 \$ C *-87-282454
(X) This (SEAL)	. COOK COUNTY RECORDER (SEAL)
Inniha Pilin	
State of Illinois) — — — — — — — — — — — — — — — — — —	
) SS	
County of Cook)	
Ruth Bronson	, a Notary Public in and for said County,
in the State aforesaid, DO HEREBY CERTIFY that Jozef Filip	and Janina Filip, his wife
personally known to me to be the same person or persons whose name or na	
subscribed to the foregoing Instrument appeared before me this day in person	····
and delivered the said instrument as <u>their</u> free and voluntary ac	t for the lines and purposes therein set forth, including the
	the title uses and purposes therein sectoral, including the
release and waiver of the right of homestead.	May A.D., 19.87
GIVEN under my hand and notarial seal, this 23rd day of	7.0.
	All Tomos
A A A A CERCIAN SEAT A Bolary	Quelle
OFFICIAL SEAL	Public
RUTH BRONSON	
My commission expires the NITTARY PURILIC STATE OF ILLINOIS	A.D., 19
My Commission Expires 7117/1988	
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