

290833

THE UNDERSIGNED KENNETH J. BIERZYCHUDEK and IRENE A. BIERZYCHUDEK, his wife,

of the Village of Burnham, County of Cook State of Illinois, hereinafter referred to as the Mortgagor, does hereby mortgage and warrant to

FIRST STATE BANK OF CALUMET CITY, CALUMET CITY, ILLINOIS

a corporation organized and existing under the laws of the State of Illinois hereinafter referred to as the Mortgagee, the following real estate in the county of Cook in the State of Illinois, to-wit:

Lot 20 in Block 6 in Industrial Addition, being a Subdivision of the North East 1/4 of the South East 1/4 of Section 1, Township 36 North, Range 14 East of the Third Principal Meridian, lying Southerly of the right of way of the Indiana Harbor Belt Railroad Company's right of way in Cook County, Illinois.

100-29-01-409-007

DEPT-01 RECORDING \$12.25
T#4444 TRAN 0044 06/04/87 10:07:00
#1106 # D \* -87-302244
COOK COUNTY RECORDER

Together with all building, improvements, fixtures or appurtenances now or hereafter erected thereon or placed therein, including all apparatus, equipment, fixtures or 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 therein or thereon, the furnishing of which by lessors to lessees is customary or appropriate, including screens, window shades, storm doors and windows, floor coverings, screen doors, in-a-door beds, awnings, stoves and water heaters (all of which are intended to be and are hereby declared to be a part of said real estate whether physically attached thereto or not); and also together with all easements and the rents, issues and profits of said premises, which are hereby pledged, assigned, transferred and set over unto the Mortgagee, whether now due or hereafter to become due as provided herein. The Mortgagee is hereby subrogated to the rights of all mortgagees, lienholders and owners paid off by the proceeds of the loan hereby secured.

TO HAVE AND TO HOLD the said property, with said buildings, improvements, fixtures, appurtenances, apparatus and equipment, and with all the rights and privileges thereunto belonging, unto said Mortgagee forever, for the uses herein set forth, free from all rights and benefits under the homestead, exemption and valuation laws of any State, which said rights and benefits said Mortgagor does hereby release and waive.

TO SECURE

(1) the payment of a Note executed by the Mortgagor in the order of the Mortgagee bearing even date herewith in the principal sum of THIRTY-SIX THOUSAND and NO/100----- Dollars

(\$ 36,000.00----); which Note, together with interest thereon as therein provided, is payable in monthly installments of

THREE HUNDRED SIXTY-EIGHT and 35/100----- Dollars

(\$ 368.35-----), commencing on the 10th day of July, 19 87

and on the 10th day of each month thereafter until this debt is fully paid, which payments are to be applied, first, to interest, and the balance to principal until said indebtedness is paid in full, except that the final payment of interest and principal, if not sooner paid, shall be due on the 10th day of June, 2002

(2) The performance of all of the covenants and obligations of the Mortgagor to the Mortgagee, as contained herein and in said Note.

THE AGREEMENTS, CONDITIONS, PROVISIONS AND COVENANTS OF THIS MORTGAGE ARE:

(1) Mortgagor agrees to pay each item of indebtedness secured hereby, when due, according to the terms of the Note involved and according to the terms hereof.

(2) Mortgagor agrees,

- (a) to keep the premises in good repair and make all necessary replacements;
(b) to restore or rebuild promptly any building or improvement now or hereafter on the premises which may become damaged or destroyed;
(c) to comply with all laws and municipal ordinances with respect to the premises and their use;
(d) to keep the premises free from liens of mechanics and materialmen, and from all other liens, charges, or encumbrances prior to or on a parity with the lien of this Mortgagee.

(e) to permit the Mortgagee access to the premises at all reasonable times for purposes of inspection;

(f) not to do, nor permit to be done upon the premises, anything that might impair the value thereof, or the security conveyed hereby.

Mortgagor further agrees that no substantial repairs or remodeling of the premises shall be made unless the written consent of the Mortgagee shall first have been obtained and Mortgagor shall have deposited with Mortgagee a sum of money sufficient in the judgment of Mortgagee or the holder(s) of the Note to pay in full the cost of such repairs or remodeling. Mortgagee is hereby authorized to apply the money so deposited either during the progress of such repairs or remodeling, or upon completion thereof, in payment of the cost thereof.

(3) Mortgagor agrees to pay promptly, and before any penalty attaches, all water rates, sewer charges, general and special taxes and assessments of any kind which may be levied, assessed, charged, or imposed upon the premises and to deliver to Mortgagee, upon request, satisfactory evidence of such payment. Mortgagor, to prevent default hereunder, will pay in full, under protest in the manner provided by law, any tax or assessment which Mortgagee may desire to contest.

(4) Mortgagor agrees to maintain in force at all times, fire and extended coverage insurance on the premises in a minimum amount at least equal to the outstanding indebtedness herein secured, and also agrees to carry such other hazard insurance as Mortgagee may require from time to time. Said insurance shall be carried in such companies as shall be satisfactory to Mortgagee and the policies evidencing the same with mortgage clauses (satisfactory to Mortgagee) attached, shall be deposited with Mortgagee. An appropriate renewal policy shall be delivered to Mortgagee not later than ten days prior to the expiration of any current policy.

(5) In addition to the monthly installments of principal and interest payable under the terms of the Note, and to provide for the payment of real estate taxes and assessments required to be paid hereunder by Mortgagor, Mortgagor shall deposit with Mortgagee on each payment date, as set forth in the Note, an amount equal to one-twelfth of the annual real estate taxes and assessments as estimated by Mortgagee. In the event such deposit shall not be sufficient to pay such taxes and assessments when due, Mortgagor agrees to deposit, on demand, such additional amounts as may be required for that purpose. Notwithstanding this paragraph, it is understood that actual payment of said real estate taxes and assessments is the primary obligation of Mortgagor.

(6) Upon default by the Mortgagor of any agreement herein, Mortgagee 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, make full or partial payments of principal or interest on prior and coordinate encumbrances, if any, and purchase, discharge, compromise, or settle any lien, encumbrances, suit, title or claim thereof, or redeem from any tax sale or forfeiture affecting the premises, or contest any tax or assessment. Any payments made or advanced for any of the purposes herein authorized, and all expenses paid or incurred in connection therewith, including reasonable compensation of Mortgagee attorneys' fees, and any other payments made by Mortgagee to protect the premises or the lien hereof, including all costs and expenses in connection with (i) any proceeding, including probate and bankruptcy proceedings to which Mortgagee shall be a party, either as plaintiff, claimant, or defendant, by reason of the Mortgage, or any indebtedness secured hereby, or (ii) preparations for the commencement of any suit, or the foreclosure hereof, after accrual of such right to foreclose, whether or not such suit is actually commenced, shall be so much additional indebtedness secured hereby and shall become immediately due and payable, without notice, and with interest thereon at eight percent per annum or the original contract rate, whichever is greater. In making any payment therein authorized, Mortgagee shall be sole judge of the legality and validity thereof, and of the amount necessary to be paid in satisfaction thereof.

(7) With respect to any deposit of funds made by the Mortgagor with Mortgagee hereunder, it is agreed as follows:

- (a) Mortgagor shall not be entitled to any interest on any of such deposits.
(b) Such deposits shall be held and used exclusively, as herein provided, and shall be irrevocably appropriated by Mortgagee for such purposes and shall not be subject to the direction or control of the Mortgagor.
(c) If a default occurs in any of the terms hereof, or of the Note, Mortgagee may, at its option, and shall upon written direction by the holder(s) of the Note, notwithstanding the purpose for which said deposits were made, apply the same in reduction of said indebtedness or any other charges then accrued, or to accrue, secured by this Mortgage.

12.00 MAIL

87302244

87302244

MORTGAGE

Box

KENNETH M. BIERZYCHUDEK and

IRENE A. BIERZYCHUDEK, his wife,

to

FIRST STATE BANK OF CALUMET CITY

MAIL TO: DARRYL R. LEM

ATTORNEY AT LAW  
850 BURNHAM AVE.

P.O. Box 1245  
Calumet City, IL 60409

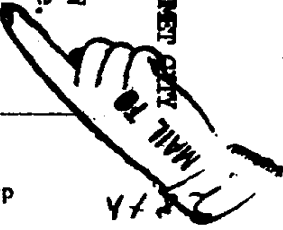
This instrument was prepared by

Darryl R. Lem, Attorney  
850 Burnham Ave.  
P.O. Box 1245  
Calumet City, IL 60409

For Recorders Index Purposes Insert  
Street Address of Property Here.

14333 Hoxsie

Burnham, IL 60633



Notary Public

GIVEN under my hand and Notarial Seal, this

day of

*Mary*

A.D. 1987

rights under any homestead, exemption and valuation laws. as their free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of all

foreclosed, DO HEREBY CERTIFY THAT KENNETH M. BIERZYCHUDEK & IRENE A. BIERZYCHUDEK, personally known to me to be the same persons whose names are

STATE OF ILLINOIS  
COUNTY OF COOK  
Darryl R. Lem  
SS  
KENNETH M. BIERZYCHUDEK (SEAL)  
IRENE A. BIERZYCHUDEK (SEAL)

IN WITNESS WHEREOF, we have hereunto set our hands and seals this 28th day of March, A.D. 1987

- (8) If default shall occur in the payment of any monthly installment of principal and interest as provided in the Note or in the performance of any other indebtedness arising under the Note or this Mortgage; or in the performance of any agreement of Mortgage contained in the Note or this Mortgage and shall continue for a period of three days; then the following provisions shall apply:
  - (a) All sums secured hereby shall, at the option of Mortgagee or the holder(s) of the Note, become immediately due and payable, without notice, (b) Mortgagee may immediately foreclose the lien of this Mortgage. The court in which any proceeding is pending for that purpose may, at once, and profits of the premises, due and to become due, during such foreclosure suit and the full statutory period of redemption notwithstanding any redemption of the premises, prior and co-ordinate liens, if any, and taxes, assessments, water and other utilities and insurance, then due of the latter according, and may make and pay for any necessary repairs to the premises, and may pay all or any part of the indebtedness secured hereby in any foreclosure of this Mortgage, there shall be allowed and included in the decree for sale, to be paid out of the rents, or the proceeds of or any deficiency decree.
  - (9) In any foreclosure of this Mortgage, there shall be allowed and included in the decree for sale, to be paid out of the rents, or the proceeds of such sale, (a) all principal and interest remaining unpaid and secured hereby; (b) all other items advanced or paid by Mortgagee pursuant to this Mortgage, with interest at eight percent per annum or the original contract rate, whichever is greater from the date of advancement; and (c) all court costs, attorney's fees, appraiser's fees, expenses, and expert evidence, stenographer's charges, publication costs and costs, (which may be estimated as to items to be expended after entry of the decree) of procuring all abstracts of title, title searches and examinations, title guaranty policies, Torrens's certificates, and similar data with respect to title which Mortgagee may deem necessary in connection with such foreclosure proceeding.
  - (10) 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 foreclosure proceedings, including all items enumerated herein; second, all other items which, under the terms hereof, constitute additional secured indebtedness, with interest thereon as herein provided; third, all principal and interest remaining unpaid on the Note; fourth, any surplus to Mortgagee, their heirs, successors, or assigns.
  - (11) No action for the enforcement of the lien, or of any provision hereof, shall be subject to any defenses which would not be good and available to the party interposing the same in an action at law upon the Note hereby secured.
  - (12) This Mortgage contract provides for additional advances which may be made at the option of the Mortgagee and secured by this Mortgage, and it is agreed that in the event of such advances the amount thereof may be added to the Mortgage debt and shall increase the unpaid balance of the note hereby secured by the amount of such advance and shall be a part of said note. Indebtedness under all of the terms of said note and this contract as fully as if a new note and contract were executed and delivered. An Additional Advance Agreement may be given and accepted for such advance and provision may be made for different monthly payments and a different interest rate and other express modifications of the contract, but in all other respects this contract shall remain in full force and effect as to said indebtedness, including all advances.
  - (13) This mortgage and the obligation evidenced hereby are non-assumable without the express written consent of Mortgagee; and, at the option of Mortgagee, all obligations secured hereby shall become immediately due and payable in full upon vesting of title (legal or equitable) to the secured real estate in anyone other than the original Mortgagee.
  - (14) That in the event the ownership of said property or any part thereof becomes vested in a person other than the Mortgagee, the Mortgagee may, without notice to the Mortgagee, deed with such successor or successors in interest with reference to this mortgage and the debt hereby secured in the same manner as with the Mortgagee, and may foreclose to sue or may extend time for payment of the debt, secured hereby, without discharging or in any way affecting the liability of the Mortgagee hereunder or upon the debt hereby secured.
  - (15) In case the mortgaged property, or any part thereof, shall be taken by condemnation, the Mortgagee 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 forth with applied by the Mortgagee as it may elect, to the immediate reduction of the indebtedness secured hereby, or to the repair and restoration of any property so damaged, provided that any excess over the amount of indebtedness shall be delivered to the Mortgagee or his assignee.
  - (16) The agreements herein contained, shall extend to and be binding upon Mortgagee and any and all persons claiming by, through or under Mortgagee, the same as if they were in every case named and expressed, and all the agreements herein shall bind them, both jointly and severally, and shall inure to the benefit of Mortgagee, its successors and assigns, and of the holder(s) of the Note.
  - (17) Except as herein expressly provided to the contrary, no remedy or right herein conferred upon or reserved to the Mortgagee is intended to be to the exclusion of any other remedy or right, but each and every such remedy or right shall be cumulative and shall be in addition to every other remedy, or right given hereunder and now or hereafter existing. No delay or omission to exercise any remedy or right accruing on any default shall impair any such remedy or right, or shall be construed to be a waiver of any such default, or acquiescence therein, nor shall it affect any subsequent default of the same, or a different nature. Every such remedy or right may be exercised from time to time and as often as may be deemed expedient by the Mortgagee.
  - (18) The invalidity of any one or more agreements, phrases, clauses, sentences or paragraphs of this Mortgage shall not affect the remaining portions of this Mortgage, or any part thereof, and in case of any such invalidity, this Mortgage shall be construed as if such invalid agreements, phrases, clauses, sentences or paragraphs had not been inserted.