fornawcod, Illinois 60430

88443547

JUNIOR MORIGAGE	
This is a Mortgage made this 19TH day of SEPTEMBER between THOMAS J. HEFLEY AND DONNA M. HEFLEY, HIS WIFE	. 19_68
("Mortgagor") and BANK OF HOMEWOOD, an Illinois banking corporation, its successors and assigns ("Mortgagee"). RECITALS	
This Agreement provides for advances and readvances of credit to the meximum amount of SIX THOUSAND AND NO/100	Dollars.
(5 6,000.00) as evidenced by a note bearing the same date as this Mortgage made by Mortgagor (the "Not in accordance with the terms and conditions stated therein, with the balance of the indebtedness. All future advances and credit made pursuant to this mortgage shall have the same priority as the original mortgage.	aldmen pae f'e
THEREFORE. Mortgagor, in consideration of the indebtedness, and to secure its payment and of all other sums required in the Note or of this mortgage to be paid by Mortgagor, and to secure the performance of the terms, covenants and condition this Mortgage or in the Note and to secure the prompt payment of any sums due under any renewal, extension or modification of control and sums due under any renewal, extension, modification, or substitution shall not impair in any manner the validity of the control ge) does hereby grant, convey, warrant, sell, mortgage and assign to Mortgagee, its successors and assigns all of the red described as:	ions contained ion of the Note
LO1 '95 IN HAZEL CREST HIGHLANDS SECOND ADDITION, A SUBDIVISION OF PIRT OF THE NORTH EAST QUARTER AND PART OF THE SOUTH EAST QUARTER OF SECTION 26, TOWNSHIP 36 NORTH, RANGZ 13, EAST OF THE	

PERM. TAX #28-26-407-015

COMMONLY KNOWN AS: 17:09 ELM DRIVE, HAZEL CREST, ILLINOIS 60429

THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

"THE MAXIMUM INTEREST RATE WILL NOT EXCEED 25%"

premises"):

- A. All right title and interest of Mortgagor, including an after-acquired title or reversion, in and to the beds of the ways, streets, avonues, and the alleys adjoining the premises;
- B. All tenements, hereditaments, easements, appurtenances, a to privileges in any way now or later appertaining to the premises.
- C. All buildings and improvements of every kind now or later erected (placed on the premises and all materials intended for construction, reconstruction, alteration or repairs of the improvements. All materials e'all be deemed to be a part of the premises. The premises shall include all machinery, equipment and fixtures owned by the Mortga or useful in the operation of the real estate, and all renewals or replacements and sub-titutions of those items, whether or not the same are or shall be attached to the building or buildings in any manner, all the property owned by Mortgagor and placed on the premises or used in connection with the operation or maintenance of the premises shall, so far as permitted by law, be deemed to form a part of in real estate and for the purpose of this mortgage to be real estate, and covered by this mortgage. As to any property which does not form a part of the real estate or does not constitute a "fixture" (as such term is defined in the Uniform Commercial Code), this mortgage is hereby deemed to be a security agreement under this Uniform Commercial Cod for the purpose of creating a security interest in suc's property, which Mortgagor grants to the Mongagee as Secured Party (as such term is defined in the Uniform Commercial Code).

To have and to hold the premises by the Mortgagee, its successors and assigns, forever, for the proposes and uses stated, free from all rights and benefits under the Homestead Exemption Laws of the State of Illinois, which rights and benefits Mortgager does expressly release and waive. istania in Takat , t

COVENANTS

- 1. Mortgagor covenants and agrees:
- a. To pay, when due, all sums secured by this Mortgage.
- b. To keep the premises in good condition and repair and not to commit or permit waste on the premises.
- c. To keep the building now and her latter on the mortgaged premises and all insurable parts of the real estate insured under a replacement cost form of insurance policy, enainst loss or damage by fire or other hazards as the Mortgagee may from time to time require in forms, and companies and in sums satisfactory to Mortgages. All insurance policies shall be held by and be payable to Mortgagee as its interest may appear. At least fifteen (15) days before the expiration of each policy, Mortgagor shall deliver to Mortgagee a policy replacing the one expiring.
- d. Except to the extent money shall have been deposited and shall be available for payment of taxes under the provisions of the next paragraph or under a prior mortgage, to pay, not less than ten (10) days before the same shall become delinquent or a penalty attaches thereto for non-payment, all taxes, assessments and charges of every nature which may be levied, assessed, charged or imposed on the premises, or any part thereof and to pay when due any indebtedness which may be secured by a lien or charge on the premises, and, upon request by Mongagee, to exhibit in Mongagee satisfactory evidence of the payment and discharge of such lien or claim.

Upon request from Mortgages, Mortgager will pay to Mortgagee, on each date on which payment is due under the Note, such encent as Mortgagou may from time to time estimate will be required to pay (before the same become seat rule) all taxes, assessments and other governmental lions or charges against the property hereby mortgaged. Mortgagor shall procure and selliver to Mortgagoe, in advance, statements for such charges. In the event of any default under the terms of this Mortgago, any part or all of the amounts paid by Mortgagee may be applied to the indebtedness secured by this Mortgage and in refunding any part of such amounts, Mortgages may deal with whomever is represented to be the owner of the premisos at that time.

- a. To comply promotly with all ordinances regulations, laws, conditions and restrictions which affect the mongaged property, or its use, and not to permit the premises to be used for any unlewful or rocse(s)
- thin execute and deliver upon demand of Mortgegee any and all instruments Mongages may deem appropriate to parknot, wedernot, Sphotost or facilitate the antarcement of the lien of this Mortosce.

CHERTHAL SAME

2. Montage if Net vissing a main made a phont polarity magazification of the source due and all deposits of inches as advanced rent, or for equality, the design and a force that if only observed the country, of the mentaged premises, including these made by Montages under company participation, hereover the published and applicable of these leaves and appearing to Montages. OS/08/cionfil thouse mold.

3. Mortgagor assigns and transfers to Mortgague, up to the amount of the indebted less secured hereby, all awards of damages in connection with any taking of or injury of the premises under power of eminent domain or sequisition for public use or quest-public use, and the proceeds of all awards after the payment of all expenses adolescent hereby authorized, on behalf and in the name of Mongagon, to execute and obliver valid acquirtances and to appeal from any such award.

48ණ monies received by Mortgagee (a) under any po**හර**දින්**න්ග්රමණ**, (b) from awards දරුරණ්**ණය** ලදාරන්නණේ ලදාරදාශණ්රා සේහ ඇතු ක්ෂ්ල ස් or injury to the mortgaged property for public gest or (c) from rentage (c) from the payment of the indebtedness secured by this Mortgage or any portion of the indebtedness whether or not yet due and payable; (ii) lowered

the payment of the indebtedness secured by this Mortgage or any portion of the indebtedness whether or not yet due and payable; (ii) swint reimbursement of all costs, attorneys' fees and expenses of informance in collecting the proceeds of the insurance position on the average. Any monies received by Mortgage not used with be paid over to insurance to insurance this Mortgage or under this Mortgage or under any other instrument given as security in connection with this transmissionment of the provided the insurance of instrument given as security in connection with this transmissionment of the provided the insurance of insurance of the provided the insurance of insurance of the provided the insurance of the provided in the provided the provided in the provi or creditors or have a receiver appointed, (d) the morphogod previous of sexpanding and the tables, which upon or setzed, (e) any of the representations, warranties or statements of Morphogor are incorrect or (f) Morphogor abandone the morphogod property, or sells or attempts to sell all or any part of or any interest in the premises than sell they of south extend it Mortgagos's option, the prints attitude shall become immediately due and payable will out notice or demand acceptable from the foreign of the property with an original property. Mortgagos may take lighted the property with a witness to continue the witness to conti

3. If any of Montgagor's covenants of agreements consumed in the storings like not performed, storing one may but need not inside any nayment or perform any act required of Montgagor, in any hard which the destroy expension and may but need not, make full or partial. perments of principal or interect on prior encumbrance, if any, and purchase, discherge, compromise or settle any tax lian or any other life part in the control of the control o Nicto secured no eur THIRD PRINCIPAL MERIDIAN, IN GOOR SOUNTY, ILLINOIS.

7. In the even of foreclosure of this Mortgage, Mortgager shall pay all costs and attorneys less which may be incurred by Mortgager of the Mortgage. It is connection with any preceeding to which Mortgages is a party by maker, of the Mortgage. Mortgager will pay Mortgages, in addition to other costs, a reasonable the fortillo evidence prior to and after the filing of foreclosure and the present of ferrides the imposition with all other and further explaint as of foreclosure and axio, including explaness, less and payments made to prevent or ferrides the imposition.

with an other and further early as of preciosure and seed, including expanses, see was grayments riable by present or remove the imposition of littles and appears of the president and expenses of uplaces in order to place the sema in a condition to be sold.

2. Every maker or other per on like the off the Make shall be an order to be a warrant, in the standing any sale or transfer of the mortgaged property. This individuals shall have to the benefit of and bind the respective heirs, successors and assigns of the parties. Whenever used, the singular number shall include the plural, and the plural the singular and the use of any gender shall be approvable to all genders. The word kindingor shall include the parties claiming under or through Mortgager and all persons liable for the payment. It is individually seen the person shall have executed the formers.

Note of this Montgage. "RES GENERAL NOT THE STAR SET MUNICIPAL SET SET OF THE existing by law. Each and every right, power and a mady may be exercised or enfurced concurrently. No delay is any exercise of any Moragages's rights shall preclude the suppendent memoles of that right and no water by Mortgages at any detact or Mortgagor stell operate as a water of supendent details. Time stell restaurant details the supendent of supendent details the supendent details.

10. Any notice required by this mortgagn or by lay shall be efficiently place is sent by certified mail, posture prevaid, to the addresses of the respective panies son forth books. Notices shall be described to the described to

11. If Mortgagor transfers, conveys, or assigns or attomate to transfer convey or assign this to all or any portion of the beneficial interest or any trust which may hold little to the premises (including a solicit) and portion of the premises (including a solicit) and portion of the premises (including a solicit) and provided the premises (including a solicit). litt eft grieungielch gift begenutschieftsehensehung viege, virtz, eegeghofduspriftbeschie vine ob, or etosinos rogestrom ii vo eelw principal balance, accrued interest, and prepayment etermism; illiany, to be learn distely take and payeble without rotton or Morigagor. Any walver, by Mortgogee of the provisions of this perecraph shall not the desmed to be a recivered, the right of Mortgogue to Inelia upon strict compliance with the provisions of the paragraph in the titles or adulties or adultive and the paragraph of the paragraph of the social will expend the provisions of the paragraph of the paragra

12. The terms of the Note of the same date as this Mortsage, with this sale, lake as weekers (examples and illediscipling are hereby moon; cm ancanenze, eas etc. Se sha userscan ruinir sessorich @iffres this tembe teht to blow the tember of the major of the solution of the solution of the major of the majo

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I. JAMET BIRLIELDY COVERANTS COUNTY OF COOK)

COOP The undersigned a Notary Public in and for the County of is (are) personally at and the Black of Mirosa (Bothereby lightly that is (are) perspective sawn to me to be the same transport of the foregoing instrument, and that they (he) (she) appeared before me in 2 day intraction will already that they (he) (she) appeared before me in 2 day intraction will already that they (he) (she) appeared and delivered the said instrument as their (his) that may alway the value of the release and walver of the right of homestead provided and the said instrument as their (his) that may be a long to the value of the right of homestead provided and the said the right of homestead provided and release and walver of the right of homestead provided and release and walver of the right of homestead provided and release and walver of the right of homestead provided and release and walver of the right of homestead provided and release and walver of the right of homestead provided and release and walver of the right of homestead provided and release and walver of the right of homestead provided and release and release and walver of the right of homestead provided and release are release.

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