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BANK OF HOMEWOOD 19 5 4 7
2034 Ridge Road
Homewood, Illinois 60430

88113547

JUNIOR MORTGAGE

This is a Mortgage made this 19TH day of SEPTEMBER, 19 68
between THOMAS J. HEFLEY AND DONNA M. HEFLEY, HIS WIFE

("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 maximum amount of SIX THOUSAND AND NO/100 Dollars, (\$ 6,000.00) as evidenced by a note bearing the same date as this Mortgage made by Mortgagor (the "Note") and payable in accordance with the terms and conditions stated therein, with the balance of the indebtedness. All future advances and readvances of credit made pursuant to this mortgage shall have the same priority as the original mortgage.

THEREFORE, Mortgagor, in consideration of the indebtedness, and to secure its payment and of all other sums required by the terms of the Note or of this mortgage to be paid by Mortgagor, and to secure the performance of the terms, covenants and conditions contained in this Mortgage or in the Note and to secure the prompt payment of any sums due under any renewal, extension or modification of the Note or of any substitute note, (which renewal, extension, modification, or substitution shall not impair in any manner the validity or priority of this Mortgage) does hereby grant, convey, warrant, sell, mortgage and assign to Mortgagee, its successors and assigns all of the real estate legally described as:

LOT 195 IN HAZEL CREST HIGHLANDS SECOND ADDITION, A SUBDIVISION OF PART OF THE NORTH EAST QUARTER AND PART OF THE SOUTH EAST QUARTER OF SECTION 26, TOWNSHIP 36 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PERM. TAX #28-26-407-015

COMMONLY KNOWN AS: 17109 ELM DRIVE, HAZEL CREST, ILLINOIS 60429

"THE MAXIMUM INTEREST RATE WILL NOT EXCEED 25%"

situated in COOK County, Illinois (which together with the following described property is sometimes herein referred to as the "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, avenues, and the alleys adjoining the premises;
- B. All tenements, hereditaments, easements, appurtenances, and privileges in any way now or later appertaining to the premises.
- C. All buildings and improvements of every kind now or later erected or placed on the premises and all materials intended for construction, reconstruction, alteration or repairs of the improvements. All materials shall be deemed to be a part of the premises. The premises shall include all machinery, equipment and fixtures owned by the Mortgagee, used or useful in the operation of the real estate, and all renewals or replacements and substitutions 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 the 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 Code for the purpose of creating a security interest in such property, which Mortgagee grants to the Mortgagee 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 purposes and uses stated, free from all rights and benefits under the Homestead Exemption Laws of the State of Illinois, which rights and benefits Mortgagor does expressly release and waive.

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 hereafter on the mortgaged premises and all insurable parts of the real estate insured under a replacement cost form of insurance policy, against 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 Mortgagee. 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 Mortgagee, to exhibit to Mortgagee satisfactory evidence of the payment and discharge of such lien or claim.

Upon request from Mortgagee, Mortgagor will pay to Mortgagee, on each date on which payment is due under the Note, such amount as Mortgagee may from time to time estimate will be required to pay (before the same become past due) all taxes, assessments and other governmental liens or charges against the property hereby mortgaged. Mortgagor shall procure and deliver to Mortgagee, in advance, statements for such charges. In the event of any default under the terms of this Mortgage, 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, Mortgagee may deal with whomsoever is represented to be the owner of the premises at that time.

- e. To comply promptly with all ordinances, regulations, laws, conditions and restrictions which affect the mortgaged property, or its use, and not to permit the premises to be used for any unlawful purposes;
- f. To execute and deliver upon demand of Mortgagee any and all instruments Mortgagee may deem appropriate to perfect, defend, protect or facilitate the enforcement of the lien of this Mortgage.

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2. Mortgagee hereby assigns and transfers to Mortgagee all the right, title and interest in and to the due and all deposits of money as advanced...

3. Mortgagee assigns and transfers to Mortgagee, up to the amount of the indebtedness secured hereby, all awards of damages in connection with any taking of or injury of the premises under power of eminent domain or acquisition for public use or quasi-public use...

4. All monies received by Mortgagee (a) under any power of foreclosure, (b) from awards of damages in connection with any taking of or injury to the mortgaged property for public use or (c) from any other source...

5. In the event of a default by Mortgagee in the performance of any agreement of Mortgagee under this Mortgage or under any other instrument given as security in connection with this mortgage...

6. If any of Mortgagee's covenants or agreements contained in this Mortgage is not performed, Mortgagee may, but need not, make any payment or perform any act required of Mortgagee...

7. In the event of foreclosure of this Mortgage, Mortgagee shall pay all costs and attorney's fees which may be incurred by Mortgagee or its connection with any proceeding to which Mortgagee is a party by reason of this Mortgage...

8. Every maker or other person liable on the Note shall remain primarily bound jointly and severally, if more than one, until the Note is fully paid, notwithstanding any sale or transfer of the mortgaged property...

9. No remedy or right of Mortgagee shall be exclusive but shall be in addition to every other right or remedy conferred or now or hereafter existing by law...

10. Any notice required by this mortgage or by law shall be sufficiently given if sent by certified mail, postage prepaid, to the addresses of the respective parties set forth above...

11. If Mortgagee transfers, conveys, or assigns or attempts to transfer, convey or assign title to all or any portion of the beneficial interest or any trust which may hold title to the premises...

12. The terms of the Note of the same date as this Mortgage, with all its terms, extensions and modifications are hereby incorporated by reference into this Mortgage...

Mortgagee has executed this mortgage the day and year first above written.

STATE OF ILLINOIS)
COUNTY OF COOK)
I, JANET BIELFELD

The undersigned, a Notary Public in and for the County of Cook and the State of Illinois do hereby certify that Thomas J. Kepley & Donna M. ... is (are) personally known to me to be the same person (or persons named in (s)s) subscribed to the foregoing instrument...

Given under my hand and official seal this 12th day of September 1988.

Notary Public

This Document prepared by: BANK OF AMERICA NATIONAL ASSOCIATION, 200 N. LAUREL ST., CHICAGO, ILLINOIS 60601

Address of Recipient: HART COOPER & CO., 1710 N. LAUREL ST., CHICAGO, ILLINOIS 60614

OFFICIAL SEAL JANET BIELFELD Notary Public, State of Illinois