OP88053995

of the City of Chicago County of Cook State of III hereinafter referred to as the Mortgagor, does hereby Mortgage and Warrant to DAMEN SAVINGS AND LOAN ASSOCIATION a corporation organized and existing under the laws of the State of Illinois, hereinafter referred to as the Mortgage, the lowing real estate, situated in the County of Cook In the State of Illinois, hereinafter referred to as the Mortgage, the lowing real estate, situated in the County of Cook In the State of Illinois, to The South 2 feet of Lot 6 and Lot 7 (except the South 2 feet thereof) in Marvin's Gardens being a Resubdivision of Lots 1, 2, 3, 4, 5, 12, 13, 13, and 17, all in the Assessor's Division of Block II in the Canal Trustee Subdivision of Section 33. Township 39 North, Range 14, East of the Third Principal Meridian, together with Lots 1, 2, 3, 4, and 5 in F.D. Armoun Subdivision of parts of Block II in the Canal Trustee's Subdivision of Same and the County, Illinois. However, Illinois. However, Illinois. Together with all buildings, improvements, fixtures of apparatus, equipment, fixtures of the Affidavit of Occupancy dated October 23, 1987." TOGETHER with all buildings, improvements, fixtures of apparatus, equipment, fixtures of a state where the Affidavit of Occupancy dated October 23, 1987." TOGETHER with all buildings, improvements, fixtures of apparatus, equipment, fixtures of a state where the state of the Canal Trustee and walve shades, sform doors windows, higher dwilch by lessors to lessees is customary or appropriate, including screens, wholey shades, sform decision of the Canal Trustee and set over unto the Morts, TO HAVE AND TO HOLD all of said property unto said Mortgage. Serven doors venetian blinds, in-all states and profits of asid premises which are hereby placed assigned, transferred and set over unto the Morts, To HAVE AND TO HOLD all of said property unto said Mortgages or the Nortgages evidenced by a note made does be a part of said real estate whether physically attached thereto or noth; and also together wi	DAMEN SAVINGS AND LOAN ASSOCIATION a corporation organized and existing under the laws of the State of Illinois, hereinafter referred to as the Mortgages, to lowing real estate, situated in the County of Cook in the State of Illinois, hereinafter referred to as the Mortgages, to lowing real estate, situated in the County of Cook in the State of Illinois, The South 2 feet of Lot 6 and Lot 7 (except the South 2 feet thereof) Marvin's Ga. dens being a Resubdivision of Lots 1, 2, 3, 4, 5, 12, 13, and 17, all in the Assessor's Division of Block II in the Canal Trustee Subdivision of Section 33, Township 39 North, Range 14, East of the Thrincipal Meridian, together with Lots 1, 2, 3, 4, and 5 in P.D. Armon Subdivision of part of Block II in the Canal Trustee's Subdivision of 33, Township 39 North, Range 14 East of the Third Principal Meridian, Cook County, Illinois. 3316 South Normal, Chicase, Illinois 60616 Permanent Index # 17-33-123-034 (Affects the Land and other property) "This mortgage hereby incorporates the Affidavit of Occupancy dated October 23, 1987." TOGETHER with all buildings, improvements, fixtures a appurtenances now or hereafter erected thereon, including apparatus, equipment, fixtures or articles, whether in single units or centrally controlled, used to supply heat, gas, all dilioning, water, light, power, refrigeration, ventilation or Cherwise and any other thing now or hereafter therein or the furnity of which by lessors to lessees is customary or appropriate, including screens, where herein the formation of the property of the State of Illinois, which and together with all casement he rents, issues and profits of said premises which are hereby pieter assigned, transferred and set over unto the Mort TO HAVE AND TO HOLD all of said property unto said Mortgages of the State of Illinois, which said rights and benefits said Mortgages of the State of Illinois, which said rights and benefits said Mortgages of the State of Illinois, which said rights and benefits said Mortgages of the State of Illino	[FE	GINIA L. VULICH, HIS W	FRANK J. VULICH AND
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COLLARS (\$ 423.75 or more FOUR HUNDRED TWENTY THREE AND 75/100 or more-----

day of each month, commencing with December 1, 198/ on the unt'l the entire sum is paid,

It is further agreed and understood by and between the parties hereto that should the above described real estate, at any time hereafter, be sold or title thereto transferred by deed of conveyance or by operation of law, then the amount of principal balance then remaining due secured by this mortgage shall become immediately due and payable at any time hereafter at the option of the owner or holder of this mortgage. Acceptance of any monthly installment payments on account of said obligation by the owner or holder of this mortgage shall not, in any way, constitute a waiver by the owner or holder of this mortgage shall not, in any way, constitute a waiver by the owner or holder of this option to accelerate the payment of the entire obligation secured by this mortgage.

To secure performance of the other agreements in said note, which are hereby incorporated herein and made a part hereof, and which provide, among other things, for an additional monthly payment of one-twelfth (1/12th) of the/estimated annual taxes, assessments, insurance premiums and other charges upon the mortgaged premises. And to secure possible future advances as hereinafter provided and to secure the performance of the Mortgagor's covenants herein contained.

THE MORTGAGOR COVENANTS:

- (1) To pay immediately when due and payable all general taxes, special taxes, special assessments, water charges, sewer service charges and other taxes and charges against said property, including those heretofore due, (the monthly payments provided by said note in anticipation of such taxes and charges to be applied thereto), and to furnish the Mortgagee, upon request, with the original or duplicate receipts therefor.
- (2) To keep the improvements now or hereafter situated upon said premises insured against loss or damage by fire, lightning, windstorm and such other hazards, including liability under laws relating to intoxicating liquors and including hazards not now contemplated, as the Mortgagee may reasonably require to be insured against, under policies providing for payment by the insurance companies of moneys sufficient either to pay the cost of replacing or repairing the same or to pay in full the indebtedness secured hereby, in such companies, through such agents or brokers, and in such form as shall be satisfactory to the Mortgagee. Such insurance policies, including additional and renewal policies shall be delivered to and kept by the Mortgagee and shall contain a clause satisfactory to the Mortgagee making them payable to the Mortgagee as its interest may appear.
- (3) To promptly repair, restore or rebuild any buildings or improvements now or hereafter on the premises which may become damaged or destroyed; to keep said premises in good condition and repair, and free from any mechanic's or other lien or claim of lien not expressly subordinated to the lien hereof; not to suffer or permit any unlawful use of or any nuisance to exist on said property nor to diminish nor impair its value by any act or omission to act; to comply with all requirements of law with respect to the mortgaged premises and the use thereof;
- (4) That if the Mortgagor shall procure contracts of insurance upon his life and disability insurance for loss of time by accidental injury or sickness, or either such contract, making the Mortgagee assignee thereunder, the Mortgagee may pay the premiums for such insurance and add said payments to the principal indebtedness secured by this mortgage to be repaid in the same manner and without changing the amount of the monthly payments, unless such change is by mutual consent.

UNOFFICIAL COPY

MORTGAGOR FURTHER COVENANT

- (i) That in the case of failure to perform any of the covenants herein, the Mortgagee may do on the Mortgagor's behalf everything so covenanted; that the Mortgagee may also do any act it may deem necessary to protect the lien hereof; that the Mortgagor will repay upon demand any moneys 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 contact shall become so much additional indebtedness hereby secured and may be included in any decree foreclosing this mortgage and be paid out of the rents or proceeds of sale of said premises if not otherwise paid; that it shall not be obligatory upon the Mortgagee to inquire into the validity of any lien, encumbrance, or claim in advancing moneys 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; and that Mortgagee shall not incur any personal liability because of anything it may do or omit to do hereunder;
- (2) That it is the intent hereof to secure payment of said note whether the entire amount shall have been advanced to the Mortgagor at the date hereof or at a later date, or having been advanced, shall have been repaid in part and further advances made at a later date, which advances shall in no event operate to make the principal sum of the indebtedness greater than the original principal amount plus any amount or amounts that may be added to the mortgage indebtedness under the terms of this mortgage for the purpose of protecting the security and for the purpose of paying premiums under Section A(4) above, or for either purpose;
- (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 nots or obligation or any extension or renewal thereof, or if proceedings be instituted to enforce any other lien or charge upon any 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 banefit of his creditors or if his property be placed under control of or in custody of any court or officer of the government, or if the Mortgagor abandon any of said property, then and in any of said events, the Mortgage is hereby authorized and empowered, at its option, and without affecting the lien hereby created or the priority of said lien or any right of the Mortgages hereunder, to declare, without notice all sums secured hereby immediately due and payable, whether or not such default be remedied by Mortgagor, and apply, toward the payment of said mortgage in a bledness any indebtedness of the Mortgagor, and said Mortgage may also immediately parts separately. several parts separately
- (4) That upon the commencement of any foreclosure proceeding hereunder, the court in which such bill is filed may at any time, and without 100 is to the Mortgagor, or any party claiming under him, appoint a receiver with power to manage and rent and to collect no z ruts, issues, and profits of said premises during the pendency of such foreclosure suit and the statutory period of reder other and such rents, issues, and profits, when collected, may be applied before as well as after the Muster's sale, toward the pay and of the indebtedness, costs, taxes, insurance or other items necessary for the protection and preservation of the property, and any in the expenses of such receivership, or on any deficiency decree whether there is a decree therefor in person am or rut, inchreceiver may elect to terminate any lease funior to the lien hereof; and upon foreclosure of said premises, there shall be allowed and included as an additional indebtedness in the decree of sale all expenditures and expenses together with interest increased by the Mortgages to be reasonably necessary either to prosecute such suit or to evidence to bidders at any sale held pursuent to such decree the true title to or value of said premises; all of which aforesaid mounts together with interest as herein p oylded shall be immediately due and payable by the Mortgagor in connection with (a) any proceeding including probate or bankruptcy proceedings to which either party hereto shall be a party by reason of this mortgagor or the note hereby secured; or to preparations for the commencement of any suit for the foreclosure hereof after the accrual of the right to foreclose, whether or not actually commenced; or (c) preparations for the defense of intervention in any suit or proceedings or any it restends or contemplated suit or proceeding which might affect the premises or the security hereof, whether or not actually commenced. In the event of a foreclosure sale of said premises there shall first

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I Kenneth D.	Vanek	COCK COUNTY RECORDER a Notary Public in and for said county, in the State aforesaid,
HEREBY CERTIFY that		
, MEREDI CERTIFI WAL	Virginia L.	Vulich, his wife
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he right of homestead. GIVEN under my hand and	Noterial Sept this 29	october A. D. 19.87. Notary Public
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