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INDIVIDUAL MORTGAGE

THIS INDENTURE WITNESSETH: That the undersigned,

Alexander Vasic and XXXXXXX Vasic, his wife Ogrinka

County of Cook State of Illinois, of the City of Chicago, hereinafter referred to as the Mortgagor, do hereby Mortgage and Warrant to

THE COLONIAL BANK & TRUST COMPANY OF CHICAGO

Illinois Association, hereinafter referred to as the

Mortgagee, the following real estate, situated in the

County of Cook , in the State of Illinois, to wit:

2 in block 23 in Ravenswood Gardens, a Subdivision of that part of the West 1/2 of the North East 1/4 and the East 1/2 of the North Vest 1/4 of Section 13, Township 40 North, Range 13 East of the Third Principal Meridian, lying North East of the Sanitary District right of way (except the right of way for the North West elevated railroad), all in Cook County, Illinois.

Commonly known as: 46 8 N. Rockwell, Chicago, IL , P.T.N.: 13-13-209-030-0000

Prochenksi, This document was prepared by: M. Bank, 5850 W. Belmont Avenue, Illinois ⊾Chicago,

TOGETHER with all the buildings and improvements now or hereafter erected thereon, including all gas and electric plumbing, motors, boilers, furnances, ranges, fixtures, refrigerators, and all apparatus and fixtures of every kind, whether used for the purpose of supplying or distibuting heat, refrigeration, light, water, air, power, wotherwise now in or which hereafter may be placed in any building or improvement upon said property; together with the rents, issues and profits of every name, nature and kind. It being the introdion hereby to establish an absolute transfer and assignment to the Mortgagee of all leases and avails of said premises and the furp shings and equipment therein. Such rents, issues and profits chall be applied first to the payment of all costs and expenses of acting under such assignment, and second to the payment fr indebtedness then due or incurred hereunder.

property, HAVE AND TO HOLD the said with appurtenances, apparatus and fixtures, unto said Mortgage forever, for the uses herein set forth, free from all rights and benefits under the Homestead Exemption Laws of the State of Illinois, which said rights and benefits said Mortgagors hereby release and waive.

This mortgage is given to secure performance by the Mortgagor of the covenants herein contained and the payment of a certain indebtedness to the Mortgagee evidenced by an Obligation of even date herewith in the principal sum of Fifty Nine Thousand and 00/100-----Dollars (\$59,000.00) payable, as described in the Obligation secured hereby with a final payment, if not sooner paid, due July 1993.

THE MORTGAGOR COVENANTS:

To repay the mortgagee all sums paid by it under the terms of the obligation secured hereby, together with interest as 7 ړې

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therein provided, and to repay all other sums paid or advanced by the mortgagee hereunder, together with interest thereon at the rate of 13.5 per cent per annum; whether such sums shall have been paid or advanced at the date hereof or at any time hereafter.

- (2) To pay when due all taxes and assessments levied against said property or any part thereof under any existing or future law, and to deliver receipts of such payments to the Mortgagee promptly upon demand.
- (3) Until said indebtedness is fully paid, or in case of foreclosure, until the expiration of the period of redemption, to keep the improvements now or hereafter on said premises insured for the full insurable value against damage by fire, tornado or other hazards, as the Mortgagee may require and in companies approved by its directors; and to pay or provide for payment of premiums on such insurance in any manner Mortgagee may request. Such insurance policies shall remain with the Mortgagee during said period or periods, and contain the usual clause making them payable to the Mortgagee, and in case of foreclosure sale payable to the owner of the certificate of sale and thereafter to the holder of thy master's deed issued pursuant to such certificate of sale. In case of loss under such policies, the Mortgagee is authorized to adjust, collect and compromise, in its discretion, all claims thereunder, and in such case, the Mortgagor covenants to sign, upon demand, all receipts, vouchers and releases required to be signed by the insurance companies.
- (4) To commit or siffer no waste of such property, and to maintain the same in good condition and repair; to pay promptly all bills for such repairs and all other expenses incident to the ownership of said property is order that no lien of mechanics or materialmen shall attach to said property; and to suffer or permit no unlawful use of nor any nuisance to exist upon said property; not to weaken, diminish or impair the value of said property or the security intended to be effected by virtue of this mortgage by any act or omission to act; to appear in and defend any proceeding which, in the opinion of the Mortgagee, affects its security hereunder, and to bey all costs, expenses and attorney's fees incurred or paid by the Mortgagee in any proceeding in which it may be made a party defendant by reason of this mortgage.
- or consent of the Mortgagee being first had and obtained, the use of said premises for the manufacture, sale or dispensing of alcohol or alcoholic beverages, or any use of said property for a purpose other than that for which the same is not used or represented to be used; and not to permit any alterations, additions to, demolition or removal of any of the improvements now or hereafter upon said property, nor a sale, assignment or transfer of any right, title or interest in and to said property or any portion thereof.
- (6) To provide for payment of taxes, assessments and insurance premiums the Mortgagor shall deposit with the Mortgagee on each monthly payment date an amount equal to one-twelfth of the annual taxes and assessments levied against said premises and one-twelfth the annual premiums of all such insurance, as determined by the amount of the last available bills. As taxes and assessments become due and payable and as insurance policies expire, or premiums thereon become due, the Mortgagee is authorized to use such deposits for the purpose of paying taxes or assessments, or renewing insurance policies or paying premiums thereon, and in the event any deficit shall exist in the amount of such deposits, the Mortgagor agrees to pay any difference forthwith.

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B. THE MORTGAGOR FURTHER COVENANTS:

- That in case of failure or inability to perform any of the covenants herein, the Mortgagee may do any act it may deem necessary to maintain or repair said property or to protect the lien of this mortgage. Any monies paid or disbursed by the Mortgagee for any such purpose and all expenses and charges in connection therewith shall become so much additional indebtedness secured by this mortgage and, at the election of the Mortgagee, shall be forthwith due and payable, together with interest thereon at the highest rate for which it may then be lawful to contract, or shall be added to and included in the principal mortgage indebtedness. It shall not be obligatory upon the Mortgagee to inquire into the validity of any lien, encumbrance or claim in advancing moneys in that behalf, as herein authorized, but nothing herein contained shall be construed as requiring the Mortgagee to advance any moneys for that purpose nor to any act hereunder, nor shall the Mortgagee 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 other than the Mortgagor, the Mortgager may, without notice to the Mortgagor, deal with such successor, or successors in interest with reference to this mortgage and tar debt hereby secured and any deposits hereunder in the same manner as with the Mortgagor.
- made in performance of and covenant herein contained or in making any payment under said obligation or any extension or renewal thereof, or if proceeding be instituted to enforce any other lien or charge upon any of said property, or upon the filing 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 Mortgagor or Mortgagor's property be placed under control of or in custody of any political or judicial body, or if the Mortgagor abandons any of said property or conveys the same without first obtaining the written consent of the Mortgagee, then and in any of said events, the Mortgagee is hereby authorized and empowered, at its option and without impairing the lien hereby created or the priority of said lien or any right of the Mortgagee hereunder, without notice, to loclare 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) That if the time or terms of payment of the whole or any portion of the obligation secured hereby be extended or modified by the Mortgagee, the Mortgagor and guarantors thelest and any person or persons hereafter assuming the payment thereof or any part thereof, shall be held hereby to waive notice of and consent to such extensions and modifications and shall, notwithstanding such extension or modification, continue liable thereon to said Mortgagee, and shall pay the same at the time or times mentioned in any such extension or modification agreements, it being the intention hereof that the liability of the Mortgagor, sureties and guarantors shall, under all circumstances whatsoever, continue in its original force until said obligation and the interest thereon and any advancements that may be made by the Mortgagee, as herein authorized, are paid in full.
- (5) That upon the commencement of any foreclosure proceedings hereunder, the court in which such suit is filed may at any time, either before or after sale, and without notice to the Mortgagor, or any party claiming under Mortgagor, and without

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regard to the then value of said premises or whether the same shall then be occupied by the owners of the equity of redemption, appoint a receiver with power to manage, rent, and collect the rents, issues and profits of said premises during the pendency of such foreclosure suit and the statutory period of redemption, and such rents, issues and profits, when collected, either before or after any foreclosure sale, may be applied toward the payment of the indebtedness or any deficiency decree, costs, taxes, insurance or other items necessary for the protection and preservation of the property, including the expenses of such receivership; and upon foreclosure and sale of said premises, there shall first be paid out of the proceeds of such sale a reasonable sum for plaintiff's attorney's fees and also all expenses of advertising, selling and conveying said premises, and all money's advanced, together with interest thereon as herein provided, for any taxes or other liens or assessments, outlays for documentary evidence, stenographer's charges, all title costs, master's fee, and cost of procuring or completing an abstract of title, guarantee policy or Torrens Certificate showing the whole title to said premises, and including the toreclosure decree and Certificate of Sale; there shall next be paid the principal indebtedness, whether due and payable by the terms hered or not, and the interest due thereon up to the time of such sale, and the overplus, if any, shall be returned to the Mortgagor. It shall not be the duty of the purchaser to see to Mortgagor. It shall not be the duty of the purchaser to see to the application of the purchase money. In case of payment of said indebtedness after the preparation or filing of any suit, and prior to the cutry of any judgment or decree, a reasonable sum for legal services rendered to the time of such payment shall be allowed, which together with any sum paid for continuation of evidence of title, court costs and stenographer's charges, and expenses of such proceedings, shall be additional indebtedness hereby secured.

- (6) That each right, power and remedy herein conferred upon the Mortgagee is cumulative with every other right or remedy of the Mortgagee, whether herein or by law conferred, and may be enforced concurrently therewith; that no waiver by the Mortgagee of performance of any covenant herein or in said obligation shall thereafter in any manner 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 singular number, as used herein, shall include the plural; that all rights and obligation under this mortgage shall extend to and be binding on the respective heirs, executors, administrators, successors and assigns of the Mortgagor and Mortgages.
- (7) The amount due hereunder may be accelerated at the option of the Mortgagee if the premises specifically described in this Mortgage are assigned, sold or transferred in any mainer, including but not limited to deed, assignment, bill of stif. or Articles of Agreement, without prior written acknowledgement of the Mortgagee; prepayment by the Mortgagor to be made without penalty.
- (8) The amount due hereunder may be accelerated at the option of the Mortgagee if there is filed by or against Mortgagor, Guarantors, or any affiliate or subsidiary of any such Mortgagor or Guarantors a petition in bankruptcy or insolvency or for reorganization or for the benefit of creditors unless within thirty (30) days after such occurence, the proceeding is dismissed.
- (9) Without Mortgagee's written consent thereto, which will not be unreasonalby withheld, neither the Mortgagor nor the Guarantors hereof may pledge as collateral security for any other loans obtained by either of them any of the collateral described herein.

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STATE OF Illinois
county of Cook
I, the undersigned, a Notary Public in and for said County, in the State aforesaid, Do Hereby W Certify that Alexander Vasic and XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX
GIVEN under my hand and official seal this 2nd day of 1988.
Notary Public
This Document respared By: Maureen L. Prochinski Colonial Bank and Trust Company of Chicago 5850 W. Belmont Avence Chicago, Illinois Coc34
MAIL TO: Colonial Bank and Trust Company of Chicago 5850 West Belmon: Avenue Chicago, Illinois 67634
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