

UNOFFICIAL COPY
Real Estate Mortgage

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71-62-533 0

THIS INDENTURE WITNESSETH: THAT Edward G. Sirovatka and Barbara A. Sirovatka,
Husband and Wife

hereinafter referred to as "Mortgagor", MORTGAGE AND WARRANT TO:
The First Bank of Whiting

hereinafter referred to as "Mortgagee", the following described real estate in Cook County, Illinois, to-wit:
Illinois

THE EAST 47 FEET OF LOTS 28, 29, 30 AND 31 AND THE WEST 33 FEET OF VACATED
OAKLEY AVENUE CONTIGUOUS THERETO IN BLOCK 4 IN PUBLIC SERVICE ADDITION BEING A
SUBDIVISION OF THE NORTH 1/2 OF THE NORTH WEST 1/4 OF THE SOUTH WEST 1/4 OF
SECTION 30, TOWNSHIP 36 NORTH, RANGE 15 EAST OF THE THIRD PRINCIPAL MERIDIAN,
IN COOK COUNTY, ILLINOIS.

2560 BERNICE 30-30-303-035
I.F. INSING, ILL.

together with all rights, privileges, easements and appurtenances thereto belonging; all buildings and improvements now or hereafter
placed or erected thereon; and all rents, leases, profits, revenues, issues and income thereof.

THIS MORTGAGE is given to secure the performance of the payment of a certain note, of even date herewith, executed by the
Mortgagor and payable to the order of the Mortgagee, at the main office or any branch office

in the principal sum of One Hundred Fifty Thousand and no/100----- Dollars (\$150,000.00)
with interest thereon, as provided in said note, as well as any extensions, modifications, or renewals thereof.

COOK COUNTY, ILLINOIS
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Without relief from valuation and appraisal laws, and with attorney's fees, all as provided for in said note, to which said
note reference is hereby specifically made, and all extensions and renewals, and for the further purpose of securing the payment of
any and all sums, indebtedness and liabilities of any and every kind now or hereafter owing and to become due from the mortgagor
to the mortgagee during the term of this mortgage, howsoever created, incurred, evidenced, acquired or arising, whether under the
note or this mortgage or under any other instrument, obligations, contracts or agreements, or dealings of any and every kind now or
hereafter existing or entered into between the mortgagor and the mortgagee and whether direct, indirect, primary, secondary, fixed or
contingent, together with interest and charges as provided in said note and in any other agreements had by and between the parties
herein, and any and all renewals or extensions of any of the foregoing (hereinafter collectively called the "debt"); any and all advance-
ment made or indebtedness incurred as hereinafter provided for; and the prompt and faithful performance of any and all of the
provisions hereof.

Mortgagor, for the purpose of inducing the mortgagee to make the loan hereby secured and as further consideration for the
making of said loan, does expressly represent, warrant, covenant and agree as follows:

1. That he is the owner in fee simple of the hereinbefore described real estate, buildings, improvements, rents and profits and
that this instrument is a first lien thereon; that he will pay all obligations secured hereby and all sums payable hereunder promptly when
due with reasonable attorney's fees and without relief from valuation and appraisal laws; that he will pay promptly when the same
become due all prior and subsequent encumbrances and liens upon said real estate, buildings, and improvements; that he will procure
at his own expense for in mortgage all instruments and expend any money which the mortgagee may at any time deem necessary to
perfect the mortgagor's title or to preserve the security intended to be given by this mortgage; that if the mortgagee is made a party
to any suit, arising out of or in connection with this loan, the mortgagor agrees to pay all reasonable expenses, costs and attorney's
fees incurred by mortgagee on account of such suit; that he will keep said buildings and improvements insured against loss or damage
by fire, lightning, windstorm and such other hazards as the mortgagee shall at any time demand in a company or companies acceptable
to mortgagee for their full insurable value with a proper mortgage clause in favor of mortgagee and will immediately deliver such
policies to mortgagee to be held by it until this mortgage is fully discharged; that he will keep all buildings, fences and improvements
in good repair and properly painted; that he will pay all taxes, assessments and other governmental impositions levied against the
mortgaged property when the same become due and payable; that he will deliver herewith to mortgagee to be retained by it until this
mortgage is fully released a guarantee title policy to the mortgaged premises; and that in the event of any default in mortgagor's
covenants hereunder he will procure at his expense and deliver to mortgagee a continuation of said guarantee title policy to the date
of said default. Said guarantee title policy shall be made by a guarantee title policy company designated by the mortgagee and shall
become the property of the grantee under any sheriff's deed issued in connection with proceedings to foreclose this mortgage.

In the event mortgagee requests, the mortgagor, in addition to all sums set forth in the note, agrees to make monthly deposits
with the mortgagee, in a non-interest bearing account, at the same times as installments of principal and interest are payable, of a sum
equal to one-twelfth (1/12) of the estimated yearly taxes and assessments levied or to be levied against the mortgaged premises and
insurance premiums, all as estimated by mortgagee. Such deposits shall be applied by mortgagee to the payment of such taxes,
assessments or insurance premiums when due. Any insufficiency of such account to pay such taxes, assessments and insurance
premium when due shall be payable by mortgagor on demand. Upon any default under this mortgage, mortgagee may apply any
funds in said account to any obligations then due under this mortgage;

2. That upon default by mortgagor in the performance of any of his covenants hereunder, mortgagee may procure the perform-
ance thereof and all money expended or obligations incurred with interest thereon at the rate of ... () per cent per annum shall im-
mediately become due and payable by mortgagor and shall be a part of the debt secured hereby of equal priority with all other ob-
ligations secured hereby;

3. That the mortgagor will not sell, convey or transfer, either directly or indirectly, the mortgaged premises, or any portion
thereof, so long as any part of the indebtedness hereby secured remains unpaid, without first obtaining the written consent of the
mortgagee, and that upon a violation of this covenant, or the default by the mortgagor in the performance of any other of his covenants
contained herein, the maturity of all obligations and indebtedness secured hereby and all sums payable hereunder shall, at the option of
the mortgagee, be accelerated and shall become immediately due and payable, and the mortgagee may foreclose this mortgage or may
pursue any or all other legal or equitable remedies afforded by this instrument and any and all other instruments and provisions of
law, and any such remedy or remedies so pursued by the mortgagee shall not be exclusive, but shall be cumulative, and the exercise of
any remedy or right by the mortgagee shall not operate to bar or abridge the mortgagee's right to pursue any other remedy or
remedies. Any delay or failure at any time by the mortgagee to enforce or require performance by the mortgagor of any of the provi-
sions of this mortgage shall in no way affect the right of the mortgagee to enforce the same, nor shall such delay or failure be con-
strued as a waiver by the mortgagee of the right to enforce any of the provisions hereof without notice at any subsequent time, nor
shall the waiver by the mortgagee of any breach of any provision hereof be taken to be a waiver of any succeeding breach of any of
the provisions hereof nor as a waiver of the provision itself;

(*) at the contract rate.

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