GRUNUS EL COLE	MORTO ABULLIUM FOR NO. 1447	EQT. ON MRO	C
LEGAL PORMS	MORTGAGE ILLINDES	CIAL	

OR RECORDER'S OFFICE BOX NO.

COUNTY, ILLINOIS LED FOR RECORD 1989 SEP - 7 用 2:59 39421224 September 6 89 THIS INDENTURE, made 10 . between Robert Ketalson, Richard Looser and Molly Looser herein referred to as "Montagors," and Amorican National INO. AND STREET) Bunk and Trust Company of Chicago, a national banking association existing under the laws of the United States INO. AND STREET Above Space For Recorder's Use Only harein referred to as "Mortgagee," witnessein: 380,000,00 .), payoble to the order of and delivered to the Morsgages, in and by which note the Morsgagors promise to pay the said principal sum and interest at the rate and in installments as provided in said note, with a final payment of the balance due on the 6th day of Suptembor 19 4 and all of said principal and in a community are made payable at such place as the holders of the note may, from time to time, in writing appoint, and in absence of such appointment, then at the office of the Mongages at 33 North Laballo Stront, Chicago, Illinois 60690 NOW THEREFORE, the Mortgagors in sect retire payment of the said principal sum of money and said interest in accordance with the terms, provisions Cand limitations of this mortgage, and the performed, and also in consideration of this mortgage, and the performed, and also in consideration of the sum of one Dollar in hand pay. The receipt whereof is hereby acknowledged, do by these presents CONVEY AND WARRANT unto the Mortgagee, and the Mortgagee successors and sugars, the looklowing described Real Estate and all of their estate, right, title and interest therein, situate, lying and being in the CLEY of Chicago COUNTY OF Cook AND STATE OF ILLINOIS, to wit: COUNTY OF COOK AND STATE OF ILLINOIS, to wit: and being in the . Sue legal description, "Exhibit A", attached hereto and made a part hereof. Also see Additional Provisions attached heroto and made a park hereof. State Commons which, with the property bereinafter described, is referred to herein as the "premises. Permanent Real Estate Index Number(1): 13- -406-081-0000 11/20 , ... Addresses) of Real Estate: 4940 West Bloomingdale, Chicago, Illinois 60639 TOGETHER with all improvements, tenements, fixtures, and appartenances thereto belonging, and all rents, issues and profits thereof for so long and during all such times as Mortgagors may be entitled thereto (which are piedged primarily and on a parity with east estate and not secondarily) and all apparatus, equipment or articles now or hereaster therein or thereon used to supply heat, gas, air conditioning, vater, light, power, refrigaration (whether single units or centrally controlled), and ventilation, including (without restricting the foregoing), screens, window shi one, storm doors and without restricting the foregoing, screens, window shi one, storm doors and without restricting the foregoing is declared to be a part of said real estific whether physically attached thereto or not, and it is agreed that all similar apparatus, equipment or articles hereafter placed in the prefitness by Mortgagors or the. Successors or assigns shall be considered as constituting part of the real estate. TO HAVE AND TO HOLD the premises unto the Morrgages, and the Morrgage's successors and assigns, forever, for the art, poses, and upon the uses herein set forth, free from all rights and benefits under and by virtue of the Homestead Exemption Laws of the State of Illinois, which said rights and benefits the Morigagors do hereby expressly release and wave.

Robert Ketelsen, Richard Loeser and Molly Loeser The name of a record owner is: on page 2 (the reverse This marriage exercises of two pages. This by reference and are a part torout and Witness the hand . . . and seal . . . of Morrgagors the day and year first above written PI FARE PRINT OR YPE NAME(5) BELOW (Seal) SIGNATURE(S) malli the understand of a Ribeary Public on and for saul County State of Illinois, County of OFFICIAL INSPASIAL STORE RUSSELL M. -HOPOED MUSSELL M. HOPGED 1 17 whose name which whose name subscribed to the foregoing instrument. The signed, sealed and delivered the said instrument as My Commission Expiration 10 this day in person, and acknowledged that ... free and voluntary act, for the w Given under my hand-end official seal, this Commusion expires ... This instrument was prepared by Mail this inscrement to

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THE COVENANTS, CONDITIONS AND PROVISIONS REFERRED TO ON PAGE 1 (THE REVERSE SIDE OF THIS MORTGAGE):

- 1. Mortgagors shall (1) promptly repair, restore or rebuild any buildings or improvements now or hereafter on the premises which may become damaged or be destroyed; (2) keep said premises in good condition and repair, without waste, and free from mechanic's or other liens or claims for lien not expressly subordinated to the lien thereof; (3) pay when due any indebtedness which may be secured by a lien or charge on the premises superior to life lien hereof, and upon request exhibit satisfactory evidence of the discharge of such premises light to the Mortgagee; (4) complete within a reasonable time any building or buildings now or at any time in process of erection upon taid premises; (5) comply with all requirements of law or municipal ordinances with respect to the premises and the use thereof; (6) make no material alterations in said premises except as required by law or municipal ordinances.
- 2. Mortgagors shall pay before any penalty attaches all general taxes, and shall pay special taxes, special assessments, water charges, sewer service charges, and other charges against the premises when due, and shall, upon written request, furnish to the Mortgages duplicate receipts therefor. To prevent default hereunder Mortgagors shall pay in full under protest, in the manner provided by statute, any tax or assessment which Mortgagors may desire to contest.
- 3. In the event of the enactment after this date of any law of lillnois deducting from the value of land for the purpose of taxation any lien thereon, or imposing upon the Mortgages the payment of the whole or any part of the taxes or assessments or charges or liens herein required to be paid by Mortgagors, or changing in any way the laws relating to the taxation of mortgages or debts secured by mortgages or the mortgages's interest in the property, or the manner of collection of taxes, so as to affect this mortgage or the debt secured hereby or the holder thereof, then and in any such event, the Mortgagors, upon demand by the Mortgagore, shall pay such taxes or assessments, or reimourse the Mortgages therefor; provided, however, that if in the upinion of counsel for the Mortgagore (a) it might be unlawful to require Mortgagors to make such payment or (b) the making of such payment might result in the imposition of interest beyond the maximum amount permitted by law, then and in such event, the Mortgagor may elect, by notice in writing given to the Mortgagors, to declare all of the indebtedness secured hereby to be and become due and payable sixty (60) days from the giving of such notice.
- If, by the laws of the United States of America or of any state having jurisdiction in the premises, any tax is due or becomes due in respect of the issuance of the nois hereby secured, the Mortgagors covenant and agree to pay such tax in the manner required by any such law. The Mortgagors further covenant to hold harmless and agree to indemnify the Mortgagors, and the Mortgagoe's successors or assigns, against any liability incurred by reason of the imposition of any tax on the issuance of the note secured hereby.
- 5. At such time as the Morriagors are not in default either under the terms of the note secured hereby or under the terms of this mortgage, the Morrigagors shall list a such privilege of making prepayments on the principal of said note tin addition to the required payments; as may be provided in said note.
- 6. Mortgagors shall keep all build is and improvements now or hereafter situated on said premises insured against loss or damage by fire, lightning and windstorm under projects 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, all in companies satisfactory to the Mortgages, under insurance policies payable, in case of loss to Mortgages, and not replaced by the standard mortgage clause to be attached to each policy, and shall deliver all policies, including additional and renewal policies, to the Mortgages, and in case of insurance about to expire, shall deliver renewal policies, not less than ten days prior to the respective dates of expiration.
- 7. In case of default therein, Mortgages may on need not, make any payment or perform any act hereinbefore required of Mortgagors in any form and manner deemed expedient, and may, but need not, make full or partial payments of principal or interest on prior encumbrances, if any, and purchase, discharge, compromise or table any tax lien or other prior lien or title or claim thereof, or redeem from any tax sale or forfesture affecting said premises or collect any tax or assessment. All moneys paid for any of the purposes herein authorized and all expenses paid or incurred in connection thereon, including attorneys fees, and any other moneys advanced by Mortgages to protect the mortgaged premises and the lien hereot, shall by it much additional indebtedness secured hereby and shall become immediately due and payable without notice and with interest thereon as the highest rate now permitted by Illinois law. Inaction of Mortgagos shall never be considered as a waiver of any right accruing to the 140 trages on account of any default hereunder on the part of the Mortgagors.
- 8. The Mortgages making any payment hereby authorized risting to taxes or assessments, may do so according to any bill, statement or estimate procured from the appropriate public office without inquer, into the accuracy of such bill, statement or estimate or into the validity of any tax, assessment, sale, forfeiture, tax tien or title or claim hereof.
- 9 Mortgagors thall pay each item of indebtedness herein mention a both principal and interest, when due according to the terms thereof. At the option of the Mortgage and without notice to Mortgagots. It unpaid indebtedness secured by this mortgage shall, notwith-fistanding anything in the note or in this mortgage to the contrary, become our, and payable (a) immediately in the case of default in making payment of any installment of principal or interest on the note, or (b) when refault shall occur and continue for three days in the perdifference of any other agreement of the Mortgagors herein contained.
- 10. When the indebtedness hereby recursed shall become due whether by acceleration or eitherwise. Mortages shall have the right to foreclose the lien hereof. In any suit to foreclose the lien hereof, there shall be allowed and included as additional indebtedness in the decree for sale all expenditures and expenses which may be paid or incurred by or on behalf, of Mortages for attorneys fees, appraiser's fees, outlays for documentary and expert evidence, stenographers' charges, publication cost, and costs (which may be estimated as to terms to be expended after entry of the decrees of procuring all such abstracts of title, title teamphes, and examinations, title insurance policies. Torrens certificates, and similar data and assurances with respect to title as Mortageme may deem to be reasonably necessary either to protecute such suit or to evidence to bidders at any sale which may be had pursuan to such decree the true conditions of the title to or the value of the premises. All expenditures and expenses of the nature in this paragraph merit oned shall become so much additional indebtedness secured hereby and immediately due and payable, with interest thereon at the highest rise now permitted by lilinois law, when paid or incurred by Mortagages in connection with (a) any proceeding, including probate and bankin picy proceedings, to which the Mortagages shall be a party, either as plaintiff, claiment or defendant, by reason of this mortagage or any includens hereby secured; or (b) preparations for the commencement of any suit for the foreclosure hereof after secrual of such right (a foreclose whether or not actually commenced; or (c) preparations for the defense of any actual or threatened suit or proceeding which might affect the premises or the security hereof.
 - 11. The proceeds of any foreclosure sale of the premises shall be distributed and applied in the following of device of priority: First, on account of all costs and expenses incident to the foreclosure proceedings, including all such items as are mentioned in the preceding paragraph hereof; second, all other items which under the terms hereof constitute secured indebtedness additional to that evidenced by the note, with interest thereon as herein provided; third, all principal and interest remaining unpaid on the note; fourth, any overplus to Mortgagors, their heirs, legal representatives or assigns, as their rights may appear.
 - 12. Upon or at any time after the filing of a complaint to foreclose this mortgage the court in which such contributi is filed may appoint a receiver of said premises. Such appointment may be made either before or after sale, without notice, without regard to the solvency or insolvency of Mortgagors at the time of application for such receiver and without regard to the then value of the premises do whether the same shall be then occupied as a homestead or not, and the Mortgagos may be appointed as such receiver. Such receiver shall have power to collect the rents, issues and profits of said premises during the pendency of such foreclosure suit and, in case of a said and a deficiency, during the full statutory period of redemption, whether there be redemption or not, as well as during any further times when Mortgagors, except for the intervention of such receiver, would be entitled to collect such rents, issues and profits, and all other powers which may be necessary or are usual in such cases for the protection, possession, control, management and operation of the premises during the whole of said period. The Court from time to time any suthorize the receiver to apply the net income in his hands in payment in whole or in part of: (1) The indebtedness secured hereby, or by any decree foreclosing this mortgage, or any tax, special assessment or other lien which may be or become superior to the lien hereof or of such decree, provided such application is made prior to foreclosure saie: (2) the deficiency in case of a sain and deficiency.
 - 13. No action for the enforcement of the lien or of any provision hereof shall be subject to any defense which would not be good and available to the party interposing same in an action at law upon the note hereby secured.
 - 14. The Mortgages shall have the right to inspect the premises at all reasonable times and access therese shall be permitted for that purpose.
 - 15. The Mortgagors shall periodically deposit with the Mortgagos such sums as the Mortgagos may reasonably require for payment of taxes and assessments on the premises. No such deposit shall bear any interest.
 - 16. If the payment of said indebtedness or any part thereof be extended or varied or if any part of the security be released, all persons now or at any time hereofter liable therefor, or interested in said premises, shall be held to assens to such extension, variation or release, and their liability and the lies and all provisions hereof shall continue in full force, the right of recourse against all such persons being expressly reserved by the Mortgages, notwithstanding such extension, variation or release.
 - 17. Mortgages shall release this mortgage and lien thereof by proper instrument upon payment and discharge of all indebtedness secured hereby and payment of a reasonable fee to Mortgages for the excession of such release.
 - 18. This mortgage and all provisions hereof, shall extend to and be binding upon Mortgagers and all persons claiming under or through Mortgagers, and the word "Mortgagers" when used herein shall feelude all such persons and all persons liable for the payment of the indebtedness or any part thereof, whether or not such persons shall have executed the note or this mortgage. The word "Mortgages" when used herein shall include the successors and assigns of the Martgages named herein and the heider or holders, from time to time, of the note secured hereby.

THE EAST 106.44 FEET OF THE WEST 440.96 FEET (SAID MEASURED ALONG THE SOUTH LINE THEREOF) OF LOT 26 IN BLOCK 11 IN CRAGIN, BEING CHARLES B. HOSMER'S SUBDIVISION OF PART OF THE SOUTH EAST 1/4 OF SECTION 33, TOWNSHIP 40 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

Property Address: 4940 West Bloomingdale, Chicago, Illinois 60639 Cook County Clark's Office

Tax ID# 13-33-406-081-0000

UNO FEED ALISTOPY SO

THIS LOAN IS DUE AND PAYABLE ON September 6, 1994, THE MORTGAGOR MUST REPAY THE ENTIRE PRINCIPAL BALANCE OF THE LOAN AND UNPAID INTEREST THEN DUE. THE BANK IS UNDER NO OBLIGATION TO REFINANCE THE LOAN AT THAT TIME. THE MORTGAGOR WILL THEREFORE BE REQUIRED TO MAKE PAYMENT OUT OF OTHER ASSETS, OR MORTGAGOR WILL HAVE TO FIND A LENDER WILLING TO LEND YOU THE MONEY AT PREVAILING MARKET RATES, WHICH MAY BE CONSIDERABLY HIGHER THAN THE INTEREST RATE ON THIS LOAN.

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THE MORTGAGOR HEREBY WAIVES ANY AND ALL RIGHTS OF REDEMPTION FROM SALE UNDER ANY ORDER OR DECREE OF FORECLOSURE OF THE MORTGAGE SECURED BY THIS NOTE ON ITS BEHALF AND ON BEHALF OF EACH AND EVERY PERSON, EXCEPT DECREE OR JUDGEMENT CREDITORS OF THE MORTGAGOR, ACQUIRING ANY INTEREST IN OR TITLE TO THE PREMICES SUBSEQUENT TO THE DATE OF THIS NOTE.

THE MORIGIGOR REPRESENTS THAT THE PROCEEDS OF THIS NOTE WILL BE USED FOR THE PURPOSES SPECIFIED IN SECTION 6404 (1) (C) ON CHAPTER 17 OF THE ILLINOIS REVISED STATUTES AND THAT THE PRINCIPAL CRUIGATION EVIDENCED HEREBY CONSTITUTES A BUSINESS LOAN WHICH COMES WITHIN THE PURVIEW OF SAID SECTION.

THE MORTGAGOR SHALL NOT SELL ASSIGN PLEDGE TRANSFER MORTGAGE OR OTHERWISE ENCUMPER ALL OR ANY PORTION OF THE PROPERTY OR ANY INTEREST THEREIN WITHOUT THE PRIOR WRITTEN CONSENT OF THE LENDER.

IN THE EVENT THE UNDERLIGNED TRANSFERS THE TITLE OR ANY PART THEREOF OR ANY INTEREST THEREIN, LEGAL OR EQUITABLE, OR IF THE UNDERSIGNED EXECUTES A TICLES OF AGREEMENT FOR DEED, OR A CONTRACT OF SALE FOR THE PROPERTY DESCRIBED IN THE TRUST DEED OR MORTGAGE GIVEN TO SETURE THIS SECURITY INSTRUMENT, OR UPON ASSIGNMENT OF THE BENEFICIAL INTEREST OF THE TRUST UNDER WHICH TITLE TO SAID PROPERTY IS OR SHALL BE HELD, TO ANY TERSON, CORPORATION, OR ENTITY OTHER THAN TO THE UNDERSIGNED, OR A CORPORATE LAND TRUSTEE HOLDING TITLE SOLELY FOR THE BENEFIT OF THE UNDERSIGNED, THE THEN BALANCE OF PRINCIPAL AND INTEREST HEREUNDER REMAINING UNPAID SHALL IMMEDIATELY BECOME DUE AND PAYABLE, AND UPON DEMAND BY THE HOLDER OF THIS NOTE, AND MORTGAGE OR TRUST DEED, THE UNDERSIGNED PROMISES TO PAY THE SAME FORTHWITH.

AT SUCH TIME AS THE MORTGAGOR IS NOT IN DEFAULT UNDER THE TERMS OF THE MORTGAGO OR THE NOTE SECURED HERES. MORTGAGOR SHALL HAVE THE RIGHT TO PREPAY ANY OR ALL AMOUNTS DUE UNDER THE NOTE, WITHOUT PENALTY.

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