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B. THE MORTGAGOR FURTHER COVENANTS:
 (1) That in case of its failure to perform any of its covenants herein, the Mortgagee may do on its behalf anything so covenanted; that said Mortgagee may also do any act it may deem necessary to protect the lien of this mortgage; and that it will immediately repay any monies paid or disbursed by the Mortgagee for any of the above purposes; and such monies shall be added to the unpaid balance of the aforesaid Note as of the first day of the first month and become so much additional indebtedness secured by this mortgage and may be included in any decree foreclosing this mortgage and be paid out of the rents or proceeds of the sale of said premises; if not otherwise paid by that time it shall not be obligated to make any payment to the Mortgagee until such time as any lien, encumbrance or claim in advancing monies in that behalf as above authorized, but nothing herein contained shall be construed as requiring the Mortgagee to advance any monies for any purpose nor to do any act hereunder; that the Mortgagee shall not incur personal liability for any monies advanced by it under this mortgage.

A. THE MORTGAGOR COVENANTS:
 (1) To pay all taxes, and assessments levied or assessed upon said property or any part thereof, whether any existing or future law in accordance with the terms of the Note of even date herewith. (2) To keep the improvements now or hereafter upon said premises insured against such hazards or perils, as the Mortgagee may require in such contracts, and in such form as shall be approved by the Mortgagee. All such insurance policies shall contain proper mortgage clauses and in policies shall be retained by the Mortgagee until the loan is fully repaid. (3) In the event such insurance policies are cancelled for any reason whatsoever, and no new insurance policies are procured to the Mortgagee on or before the date of termination of the notice of cancellation, then the Mortgagee shall have the right to declare the total indebtedness due and payable immediately and the Mortgagee shall have the right to commence foreclosure proceedings as provided in paragraph B5. (4) To promptly repair, replace or rebuild any buildings or improvements now or hereafter on the premises which may become damaged or destroyed. (5) To operate said premises and keep them in good condition and repair in accordance with the building, fire, zoning, health and sanitation laws and ordinances of the Municipality and any other governmental board, authority or agency having jurisdiction over the mortgaged premises; (6) Not to suffer or permit any unlawful use of or any nuisance to exist on said property nor to diminish or impair its value by any act or omission to act; (7) Not to suffer or permit the written permission or consent of the Mortgagee being that had and obtained, (a) any use of said property for a purpose other than that for which the same is now used, (b) any alteration, additions to or removal of any of the improvements, apparatus, fixtures or equipment now or hereafter upon said premises, (c) a sale, assignment or transfer of any right, title or interest in and to said property or any portion thereof, or not suffer or permit any change in the nature or character of the operation of said premises which will increase the intensity of the use thereof, save and except upon the written approval and consent of the Mortgagee, and further, will not suffer or permit to be changed or altered the exterior and interior structural arrangement including (but not limited to) the exclusion of others) walls, rooms and halls without first obtaining the written consent of the Mortgagee. (8) The Mortgagee shall have the right to inspect the premises at all reasonable times and access thereto shall be permitted for that purpose.

TO SECURE (1) The payment of a note and the performance of the obligations therein contained, executed and delivered to TO HAVE AND TO HOLD all of said property with said appurtenances, apparatus, fixtures and other equipment unto said Mortgagee forever, for the uses herein set forth.
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THIS INSTRUMENT WITNESSETH: THAT THE UNDERSIGNED, Linda M. Brooks, divorced and since remarried to Albert L. Brooks of the City of Harvey, STATE OF ILLINOIS, COUNTY OF Cook
 MEXQUARTER REFERRED TO AS THE MORTGAGOR, does hereby mortgage and convey to the MUTUAL TRUST AND SAVINGS BANK, a corporation organized and existing under the laws of the State of Illinois, hereinafter referred to as the Mort- gagee, the following real estate situated in the County of Cook, in the State of Illinois, to-wit:
 Lots 47 and 48 in Block 169 in Harvey, a Subdivision in the North East 1/4 of the South West 1/4 of Section 7, Township 36 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois.
 PIN: 29-07-314-001-0000 29-07-314-002-0000
 Address: 14801 Harvey, Harvey, IL 60426
 DEED-93 RECORDING

Dated this 3rd day of November A. D. 1989 Loan No. 34-24196



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NOTARY PUBLIC STATE OF ILLINOIS

* Albert L. Brooks is signing this mortgage to waive, disclaim, and release all rights and benefits, if any, under or by virtue of the Exemptions Law of the State of Illinois dealing with homesteads, Marriage and Dissolution of Marriage Act and to subordinate all equitable interest in the property, if any, to the lien of this mortgage.

GIVEN under my hand and official seal this
" OFFICIAL SEAL "
MARY LOU JOHNSON
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 2/9/83
My commission expires on _____

day of November 3rd A. D., 19 89
Mary Lou Johnson
Notary Public

89533687

1. the undersigned
County, in the State aforesaid, DO HEREBY CERTIFY that
Albert L. Brooks and Albert L. Brooks
personally, known to me to be the same persons whose names
appeared before me this day in person and acknowledged that
Instrument as their
free and voluntary act, for the uses and purposes therein set forth, including the release and
waiver of the right of homestead.

State of Illinois
County of Cook

IN WITNESS WHEREOF, we have hereunto set our hands and seals, this
3rd day of November A. D., 19 89
Linda M. Brooks
Albert L. Brooks
(SEAL) * (SEAL)
(SEAL) (SEAL)

(2) That it is the intent hereof to secure payment of said Note whether the entire amount or amounts that may be added to the mortgage indebtedness under the terms of this mortgage;
(3) That in the event the ownership of said property or any part thereof becomes vested in a person other than the Mortgagor, the Mortgagor may, without notice to the Mortgagor, deal with such successor or successors in interest with reference to this mortgage and the debt hereby secured in the same manner as if the Mortgagor, and may forebear to sue or may extend time for payment of the debt secured hereby without affecting the liability of the Mortgagor hereunder or upon the debt hereby secured;
(4) That time is of the essence hereof and if default be made in performance of any covenant herein contained or in case of default in making any payment under said Note 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 filing of a proceeding in bankruptcy by or against the Mortgagor, or if the Mortgagor shall make an assignment for the benefit of his creditors or if his property be placed under control of or in custody of any court, or if the Mortgagor abandon any of said property or if the ownership of said property entitles the Mortgagor to membership or a share interest or any other form of interest in an association or corporation or other form of organization which holds title to any other property, the Mortgagor shall agree not to sell, convey, dedicate, mortgage, lease or encumber in any manner said other property without obtaining the prior consent of the Mortgagor, then and in any of said events, the Mortgagor 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 Mortgagor hereunder, to declare, without notice, 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 Mortgagor to the Mortgagor, and said Mortgagee may also immediately proceed to foreclose this mortgage.
(5) That upon the commencement of any foreclosure proceeding hereunder, the Court in which such bill is filed may, at any time, either before or after sale, and without notice to the Mortgagor, or any party claiming under him; and without regard to the solvency of the Mortgagor or the then value of said premises, or whether the same shall then be occupied by the owner of the equity of redemption as a homestead, appoint a receiver (who may be the Mortgagor or his agent) with power to manage and rent and to 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, may be applied before as well as after the Master's sale, towards the payment of the indebtedness, costs, taxes, insurance or other items necessary for the protection and preservation of the property, including the expenses of such receivership, or on any deficiency decree whether there be a decree in personam or not, and the receiver shall be appointed he shall remain in possession until the expiration of the full period allowed by statute for redemption, whether there be redemption or not, and until the issuance of deed in case of sale, but if no deed be issued, until expiration of the statutory period during which it may be issued, and no lease of said premises shall be nullified by the foreclosure of said premises, there shall be allowed and included as an additional indebtedness in the decree of sale all expenditures and expenses for which the Mortgagor is liable, including attorney's fees, Mortgagor's fees, appraiser's fees, outlays for exhibits attached to pleadings, documentary and expert evidence, auctioneer's fees, Master's fees, appraisal costs and court costs, in addition to such abstracts of title, title searches, examinations and reports, guaranty policies, Torrens certificates and similar data and any expenses with respect to title as Mortgagee may reasonably deem necessary other to prosecute such suit or to evidence to holders in any sale held pursuant to such decree the true title to or value of said premises; and all amounts as aforesaid, together with interest thereon at the rate of 7% per annum, shall become additional indebtedness of and be immediately due and payable by the Mortgagor in connection with (a) any proceeding, including a proceeding or bankruptcy proceeding to which either party hereto shall be a party by reason of this mortgage or the note hereby secured; or (b) preparations for the commencement of a suit for the foreclosure hereof or the accrual of the right to foreclose, whether or not actually commenced; or (c) preparations for the defense of or intervention in any threatened 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 be paid out of the proceeds thereof all of the aforesaid items, then the entire indebtedness whether due and payable by the terms hereof or not, and the interest due thereon up to the time of such sale, and the surplus, if any, shall be paid to the Mortgagor, and the purchaser shall not be obliged to see to the application of the purchase money;
(6) In case the mortgaged property or any part thereof is damaged, or destroyed by fire or any other cause, or taken by condemnation, then the Mortgagor is hereby empowered to receive any compensation which may be paid, any monies so received shall be applied by the Mortgagor as it may elect, to the (immediate) reduction or payment in full of the indebtedness secured hereby, or to the repair and restoration of the property. In the event the Mortgagor makes inspections and disbursements during the repair and restoration of the property, the Mortgagor may make a charge not to exceed 2% of the amount of such disbursement.
(7) That each right, power and remedy herein conferred upon the Mortgagor is cumulative of every other right or remedy of the Mortgagor, whether herein or by law conferred, and may be enforced, concurrently therewith; that no waiver by the Mortgagor of performance of any covenant hereof or in said and contained shall constitute a waiver of the right of the Mortgagor to require or enforce performance of any covenant of the same or any other of said covenants; that wherever the context hereof requires, the masculine gender, as used herein, shall include the feminine, and the singular number as used herein, shall include the plural, and that all rights and obligations under this mortgage shall extend to and be binding on the respective heirs, executors, administrators, successors and assigns of the Mortgagor and Mortgagee.