

UNOFFICIAL COPY

8 4 5 4 2 0 0 5

Both or Many

WAVE TO IT

SIEGAN & WEISMAN, LTD.
200 W. Adams Suite 901
Chicago, Illinois 60606

7305 W. 85th Pl., Unit 2-A
Bridgeway, Illinois 60455

ADDRESS OF PROPERTY:

This instrument was prepared by
and when recorded return to:

Commonly known as 7305 W. 85th Street, Unit 2-A, Bridgeway,
Illinois (hereinafter referred to as the "Property Address").

PIN: 18-36-403-071-1003

UNIT 2-A AS DELINEATED ON PLAT OF SURVEY OF THE EASTERLY 15 FEET OF LOT 5 AND ALL
OF LOT 6 IN BLOCK 2 IN HARTZ DRIVE AVENUE SUBDIVISION, A RESUBDIVISION OF PART OF
FREDERICK H. BARTLETT'S 1ST ADDITION OF FREDERICK H. BARTLETT'S 29TH STREET ACRES
IN SECTION 31, TOWNSHIP 38 NORTH, RANGE 13 AND SECTION 36, TOWNSHIP 38 NORTH, RANGE
12 EAST OF THE THIRD PRINCIPAL MERIDIAN, COOK COUNTY, ILLINOIS, WHICH PLAT OF
SURVEY IS ATTACHED AS EXHIBIT "A" TO DECLARATION OF CONDOMINIUM MADE BY FORD CITY
BANK, A CORPORATION OF ILLINOIS, AS TRUSTEE UNDER TRUST AGREEMENT DATED FEBRUARY 1,
1973, AND KNOWN AS TRUST NUMBER 302, SAID DECLARATION DATED MARCH 28, 1977 AND
RECORDED IN THE OFFICE OF RECORDER OF DEEDS OF COOK COUNTY, ILLINOIS, AS DOCUMENT
2388229 TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN SAID PARCEL (EXCEPTING
FROM SAID PARCEL ALL THE PROPERTY AND SPACE COMPRISING ALL THE UNITS THEREOF AS
DEFINED AND SET FORTH IN SAID DECLARATION AND SURVEY) IN COOK COUNTY, ILLINOIS.

NOW, THEREFORE, Mortgagor, to secure the payment of the Note
with interest thereon, the payment of all other sums with
interest thereon advanced in accordance herewith, to protect the
security of this second Mortgage, and the performance of the
covenants and agreement of Mortgagor herein contained, does
hereby mortgage, grant and convey to Mortgagee the following
described real estate located in the County of Cook, Illinois:
ILLINOIS:

WHEREAS, Mortgagor is indebted to Mortgagee in the principal
sum of \$12,900.00, which indebtedness is evidenced by Mortgagee's
Note of even date herewith (hereinafter referred to as "Note")
which Note provides for the payment of the indebtedness as set
forth therein.

THIS MORTGAGE made this 29th day of November, 1989, between
*DAWN and BRIAN SIEGAN, 7305 85th Place, Bridgeway, IL
(hereinafter referred to as "Mortgagor"), and J. RICHARD OLTMANN
and DIANE M. OLTMANN (hereinafter collectively referred to as
"Mortgagee" *Husband and wife

SECOND MORTGAGE

89592005

EQUITY TITLE COMPANY AT 1019 35

15-2-592005-69

592005-69

18.25

(c) Keep the improvements now existing or hereafter erected on the premises insured against loss or damage by fire, lightning, wind storm or such other hazards, as the Mortgagee may reasonably require to be insured against under policies providing for payment by the insurance companies of monies 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, until said indebtedness is fully paid, or in the

(b) Pay immediately when due and payable all general taxes, special taxes, special assessments, water charges, sewer service charges and other taxes and charges against the premises, including those heretofore due, (the monthly payments, if any, provided in the Note in anticipation of such taxes and charges to be applied thereto provided said payments are actually made under the terms of said Note), and to furnish the Mortgagee, upon request, with the original duplicate receipts therefor, and all such items extended against said premises shall be conclusively deemed valid for the purpose of this requirement.

(a) Promptly repair, restore or rebuild any improvement now or hereafter on the premises which may become damaged or destroyed.

2. In addition, Mortgagee shall:

1. Mortgagee shall promptly pay when due the principal of and the interest on the indebtedness evidenced by the Note, and late charges as provided in the Note, and the principal of and the interest on any future advances secured by this Mortgage.

IT IS FURTHER UNDERSTOOD THAT:

Mortgagee covenants that Mortgagee is or will become lawfully seized of the estate hereby conveyed and has the right to mortgage, grant and convey the premises, that the premises is unencumbered except for a first mortgage to Heritage Bank of Oak Lawn, and the Mortgagee will warrant and defend generally the title to the premises against all other claims and demands.

TOGETHER with all the improvements now or hereafter erected on or attached to the property, and all easements, rights, appurtenances, rents, royalties, mineral, oil and gas rights and profits, water, water rights, and all fixtures now or hereafter attached to the property, all of which including replacements and additions thereto, shall be deemed to be and remain a part of the property covered by this Mortgage and all of the foregoing together with said property are herein referred to as the "premises."

5/11/68

4. In the case of a failure to perform any of the covenants herein, or if any action or proceeding is commenced which materially affects the Mortgagee's interest in the property, including, but not limited to eminent domain, insolvency, code enforcement, or arrangements or proceedings involving a bankrupt or decedent, the Mortgagee may do on the Mortgagee's behalf

3. Any sale, conveyance or transfer of any right, title or interest in the Premises or any portion thereof or any sale, transfer or assignment of all or any part of the beneficial interest in any trust holding title to the Premises without the prior written approval of the Mortgagee shall constitute a default hereunder on account of which the holder of the Note secured hereby may declare the entire indebtedness evidenced by said Note to be immediately due and payable and foreclose this Mortgage immediately or at any time thereafter.

(g) Comply with all requirements of law or municipal ordinances with respect to the Premises and the use thereof.

(f) Not suffer or permit any unlawful use of or any nuisance to exist on said Premises nor to diminish nor impair its value by any act or omission to act.

(e) Keep said Premises in good condition and repair without waste and free from any mechanics or other lien or claim of lien not expressly subordinated to the lien hereof.

(d) Complete within a reasonable time any buildings or improvements now or at any time in process of erection upon said property.

the proceeds of such insurance to the indebtedness hereby secured shall not excuse the Mortgagee from making all monthly payments until the indebtedness is paid in full. In the event of a loss, Mortgagee shall give prompt notice to the insurance carrier and the Mortgagee. Mortgagee may make good of loss if not made promptly by Mortgagee. All renewal policies shall be delivered as soon as possible before such insurance shall expire. All policies shall provide further that the Mortgagee shall receive 10 days notice prior to cancellation.

5/11/2009

6. 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 Mortgagor, and without regard to the solvency of the Mortgagor or of the then value of said premises, or whether the same shall then be occupied by the owner of the

5. Time is of the essence hereof, and it default be made in performance of any covenant herein contained or contained in the Note or in making any payment under said Note or obligation or any extension or renewal thereof, or if proceedings be instituted to enforce any other lien or charge upon any of the premises, or upon the filing of a proceeding in bankruptcy by or against the Mortgagor, or the Mortgagor shall make an assignment for the benefit of creditors or if Mortgagor's property be placed under control of or in custody of any court or officer of the government, or if the Mortgagor abandon the premises, or fail to pay when due any charge or assessment, whether for insurance, premiums, maintenance, taxes, capital improvements, purchase of another unit, or otherwise) 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 designate, 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 indebtedness any monies of the Mortgagor held by the Mortgagor, and the said Mortgage may also immediately proceed to foreclose this Mortgage, and in any foreclosure a sale may be made of the premises en masse without the offering of the several parts separately.

everything so covenanted, the Mortgagor may also do any act it may deem necessary to protect the lien hereof, and the Mortgagor will repay upon demand any monies paid or disbursed, including reasonable attorneys' fees and expenses, by the Mortgagor for any of the above purposes and such monies together with interest thereon at the default rate set forth in the Note for which this Mortgage is given as security or at the highest rate for which it is then lawful to contract 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. It shall not be obligatory upon the Mortgagor to inquire into the validity of any lien, encumbrance, or claim in advancing monies as above authorized, but nothing herein contained shall be construed as requiring the Mortgagor to advance any monies for any purpose nor to do any act hereunder, and the Mortgagor shall not incur any personal liability because of anything it may do or omit to do hereunder nor shall any acts of the Mortgagor act as a waiver of the Mortgagor's right to accelerate the maturity of the indebtedness secured by this Mortgage or to proceed to foreclose this Mortgage.

STANDARD

UNOFFICIAL COPY

equity of redemption as a homestead, appoint a receiver, 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 foreclosure sale, towards the payment of the indebtedness, costs, taxes, insurance or other items necessary for the protection and preservation of the Premises, including the expenses of such receivership, or on any deficiency decree whether there be a decree therefor in personal or not, and if a 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 a deed in case of sale, but if no deed be issued, until the expiration of the statutory period during which it may be issued and no lease of said Premises shall be nullified by the appointment or entry in possession of a receiver but he may elect to terminate any lease junior 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 thereon at the default rate set forth in the Note for which this Mortgage is given as security, which may be paid or incurred by or in behalf of the Mortgagee for attorney's fees, appraiser's fees, court costs and costs (which may be estimated as to include items to be expended after the entry of the decree) and of procuring all such data with respect to title as the Mortgagee may reasonably deem necessary either to prosecute such suit or to evidence to bidders at any sale held pursuant to such decree the true title to or value of said Premises; all of which aforesaid amounts together with interest as herein provided shall be immediately due and payable by the Mortgagor in connection with (a) any proceedings, including a probate 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 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 or intervention in any suit or proceeding or any threatened or contemplated suit or proceeding, which might affect the Premises or the security hereof. 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 overplus, if any, shall be paid to the Mortgagor, and the purchaser shall not be obliged to see to the application of the purchase money.

7. Extension of the time for payment or modification or amortization of the sums secured by this Mortgage granted by the Mortgagee to any successor in interest of Mortgagor shall not operate to release in any manner the liability of the original

2025 RELEASE UNDER E.O. 14176

UNOFFICIAL COPY

Mortgagor and Mortgagor's successor in interest. The Mortgagee shall not be required to commence proceedings against such successor or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Mortgage by reason of any demand made by the original Mortgagor and Mortgagor's successor in interest.

8. This Mortgage is security for the payment of a certain Note bearing even date herewith executed by Mortgagor in favor of Mortgagee. All of the agreements, conditions, covenants, provisions and stipulations contained in said Note which are to be kept and performed by Mortgagor are hereby made a part of this Mortgage to the same extent and with the same force and effect as if they were fully set forth herein, and Mortgagor covenants and agrees to keep and perform them or cause them to be kept and performed strictly in accordance with their terms.

9. In the event the enactment or expiration of any federal or state laws which have the effect of rendering any provision of the Note or Mortgage unenforceable according to its terms, Mortgagee, at its option, may declare, without notice, all sums secured hereby immediately due and payable, and apply toward the payment of said mortgage, and the said Mortgagee may also immediately proceed to foreclose this Mortgage, as provided in Paragraphs 5 and 6 hereof.

10. Any forbearance by the Mortgagee in exercising any right or remedy hereunder or otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of any such right or remedy. The procurement of insurance or the payment of taxes or other liens or charges by the Mortgagee shall not be a waiver of the Mortgagee's right to accelerate the indebtedness secured by this Mortgage.

11. All remedies provided in this Mortgage are distinct and cumulative to any other right or remedy under this Mortgage or afforded by law or equity and may be exercised concurrently, independently or successively.

12. The covenants contained herein shall bind and the rights hereunder shall inure to, the respective successors and assigns of the Mortgagee and Mortgagor subject to the provisions of paragraph 3 hereof. All covenants and agreements of Mortgagor shall be joint and several.

13. Except to the extent any notice shall be required under applicable law to be given in another manner, any notice to Mortgagor shall be given by mailing such notice by certified mail addressed to Mortgagor at the Property Address or at such other address as Mortgagor may designate by notice to the Mortgagee as provided herein and any notice to the Mortgagee shall be given by certified mail, return receipt requested to the Mortgagee's

UNOFFICIAL COPY

address stated herein or to such other address as the Mortgagee may designate by notice to Mortgagor as provided herein. Any notice provided for in this Mortgage shall be deemed to have been given to Mortgagor or the Mortgagee when given in the manner designated herein.

14. Upon payment of all sums secured by this Mortgage, the Mortgagee shall release this Mortgage without charge to Mortgagor. Mortgagor shall pay all costs of recordings of any documentation necessary to release this Mortgage.

15. Mortgagor hereby waives all right of homestead exemption in the Premises and grants to the Mortgagee the right to inspect the Premises at all reasonable times and access thereto shall be permitted for that purpose.

16. Mortgagor assigns to the Mortgagee and authorizes the Mortgagee to negotiate for and collect any award for condemnation of all or any part of the Premises. The Mortgagee may, in its discretion, apply any such award to amounts due hereunder, or for restoration of the Premises.

17. This Mortgage shall be governed by the laws of the State of Illinois. In the event one or more of the provisions contained in this Mortgage shall be prohibited or invalid under applicable law, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Mortgage.

18. It is the intent hereof to secure payment of the 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. All future advances made in accordance with the terms of the Note shall be secured hereby and the date of such future advances shall not effect the priority of this Mortgage.

19. This Mortgage is a Second mortgage and shall have priority over any other mortgages made by Mortgagor, except for the first mortgage to Heritage Bank of Oak Lawn.

UNOFFICIAL COPY

3 9 5 7 2 0 1

IN WITNESS WHEREOF, the undersigned have executed this Second Mortgage as of the day and year first above written.

MORTGAGOR(S)

MORTGAGEE(S)

Brian Smetana
BRIAN SMETANA

J. Richard Oltmann
J. RICHARD OLTMANN

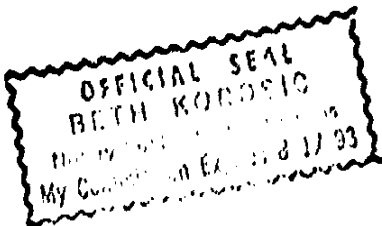
Dawn Marie Smetana
DAWN SMETANA

Diane M. Oltmann
DIANE M. OLTMANN

STATE OF ILLINOIS)
) SS
COUNTY OF Will)

I, Beth Kondzic, a Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY THAT Brian Smetana and Dawn Marie Smetana, J. Richard Oltmann, Diane M. Oltmann and his wife, who are personally known to me to be the same person(s) whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act as aforesaid, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 27th day of November, 1989.



Beth Kondzic
Notary Public

My commission expires:

8-17-93