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Prepared by and mail to:
Damian N. Walsh
American National Bank of
Melrose Park
4159 Old River Road
Schiller Park, Illinois 60176

AMERICAN NATIONAL BANK OF MELROSE PARK
1836 North Broadway - Melrose Park, Illinois 60160
Telephone (312) 450-3700

JUNIOR
MORTGAGE

THIS INDENTURE WITNESSETH: That the undersigned, Tadeusz Kozlowski and Bogumila Kozlowski, his wife of the Village of Schaumburg County of Cook State of Illinois, hereinafter referred to as the Mortgagor, does hereby Mortgage and Warrant to

AMERICAN NATIONAL BANK OF MELROSE PARK a banking association organized and existing under the laws of the United States, hereinafter referred to as the Mortgagee, the following real estate, situated in the County of Cook in the State of Illinois, to wit:

Lot 38 in Kingsport Village Unit No. 2, being a subdivision of part of the North 15 chains of the South East 1/4 of Section 27, Township 41 North, Range 10 East of the Third Principal Meridian, in Cook County, Illinois.

PIN 07-27-417-039-0000

THIS IS A JUNIOR MORTGAGE!

Commonly known as: 809 Claridge Court, Schaumburg, Illinois

TOGETHER with all buildings, improvements, fixtures or appurtenances now or hereafter erected thereon, including all apparatus, equipment, fixtures or articles, whether in single units or centrally controlled, used to supply heat, gas, air conditioning, water, light, power, refrigeration, ventilation or other services and any other thing now or hereafter installed therein or thereon, including, but not limited to, screens, window shades, storm doors and windows, floor coverings, screen doors, built-in beds, awnings, stoves, built-in ovens, water heaters, washers, dryers and disposal units all of which are declared to be a part of said real estate whether physically attached thereto or not.

TOGETHER with the rents, issues and profits thereof which are hereby assigned, transferred and set over unto the Mortgagee, whether now due or which may hereafter become due under or by virtue of any lease whether written or verbal, or any agreement for the use or occupancy of said property, or any part or parts thereof, which may have been heretofore, or may be hereafter made or agreed to, or which may be made and agreed to by the Mortgagee under the power herein granted to it, it being the intention hereby to establish an absolute transfer and assignment to the Mortgagee of all such leases and agreements existing or to hereafter exist for said premises, and to use such measures, legal or equitable, as in its discretion may be deemed proper or necessary to enforce the payment or security of such avails, rents, issues and profits, or to secure and maintain possession of said premises, or any portion thereof, and to fill any and all vacancies and to rent, lease or let any portion of said premises to any party or parties, at its discretion, with power to use and apply said avails, issues and profits to the payment of all expenses, care and management of said premises, including taxes and assessments, and to the payment of any indebtedness secured hereby or incurred hereunder

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

Upon payment of the obligation hereby secured, and performance of all obligations under this mortgage and the note secured by it, said note shall be marked paid and delivered to the maker of his last check, together with his mortgage duly cancelled. A reasonable fee shall be paid for cancellation and release

TO SECURE

1 The payment of a note and the performance of the obligation therein contained executed and delivered concurrently herewith by the Mortgagor to the Mortgagee in the sum of Forty Seven Thousand Five Hundred Dollars and No/100 (\$ 47,500.00) Dollars, which is payable as provided in said note until said indebtedness is paid in full

2 Any additional advances made by the Mortgagee to the Mortgagor, or its successors in title, prior to the cancellation of this mortgage, provided that this mortgage shall not at any time secure more than (\$) Dollars, plus any advance necessary for the protection of the security, interest and cost, and

3 All of the covenants and agreements in said note (which is made a part of this mortgage contract) and this mortgage

A THE MORTGAGOR COVENANTS

(1) To pay all taxes, assessments, hazard insurance premiums and other charges when due, (2) keep the improvements now or hereafter upon said premises insured against damage by fire, windstorm and such other hazards or liability as the Mortgagee may require to be insured against until said indebtedness is fully paid, or in case of foreclosure, until expiration of the period of redemption, for the full insurance value thereof, in such companies and in such form as shall be satisfactory to the Mortgagee, 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 in case of loss, the Mortgagee is authorized to adjust, collect and compromise, in its discretion, all claims under such policies, and the Mortgagor agrees to sign, upon demand, all receipts, vouchers and releases required of him by the insurance companies, the Mortgagee is authorized in its discretion to apply the proceeds of any such insurance to the discharge of any obligation insured against, to a restoration of the property or to the indebtedness of the Mortgagor and any application to the indebtedness shall not relieve the Mortgagor from making monthly payments until the debt is paid in full, (3) to apply for, secure, assign to Mortgagee and carry such disability insurance and life insurance as may be required by Mortgagee in companies acceptable to Mortgagor, and in a form acceptable to it, and such disability insurance may be required in an amount not in excess of payments necessary to pay the sums secured by this mortgage and such life insurance may be required in an amount not in excess of the unpaid balance of the debt secured by this mortgage, (4) not to commit or suffer any waste of such property, and to maintain the same in good condition and repair, (5) to promptly pay all bills for such repairs and all other expenses incident to the ownership of said property in order that no lien or mechanics or materialmen shall attach to said property, (6) not to suffer or permit any unlawful use of or any nuisance to exist upon said property, (7) not to diminish or impair the value of said property or the security intended to be affected by virtue of this mortgage by any act or omission to act, (8) to appear in and defend any proceeding which in the opinion of the Mortgagee affects its security hereunder, and to pay all costs, expenses and attorney's fees incurred or paid by the Mortgagee in any proceeding in which it may participate in any capacity by reason of this mortgage, (9) that the mortgaged premises will at all times be maintained, repaired and operated in accordance with the Building, Fire, Zoning, Health and Sanitation Laws and Ordinances of any governmental board, authority or agency having jurisdiction over the mortgaged premises, (10) not to suffer or permit without the written permission or consent of the Mortgagee being first had and obtained, (a) any use of said property for a purpose other than that for which the same is now used, (b) any alterations, additions to, demolition or removal of any of the improvements, apparatus, fixtures or equipment now or hereafter upon said property, (c) a purchase upon conditional sale, lease or agreement under which title is reserved in the vendor, of any apparatus, fixtures or equipment to be placed in or upon any building or improvement upon said property, (d) a sale, assignment or transfer of any right, title or interest in and to said property or any portion thereof, or any of the improvements, apparatus, fixtures or equipment which may be found in or upon said property

THE MORTGAGOR FURTHER COVENANTS:

(1) That in case of his failure to perform any of his covenants herein, the Mortgagee may do on behalf of the Mortgagor everything so covenanted, that said Mortgagee may also do any act it may deem necessary to protect the lien of this mortgage, and that the

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Mortgagor will immediately repay any money paid or disbursed by the Mortgagee for any of the above purposes, and such money together with interest thereon at the highest rate for which it is then lawful to contract shall be paid so much additional money as is secured by this mortgage and may be included in any decree foreclosing this mortgage and be paid out of the rents and profits of the sale of said premises, if not otherwise paid, that it shall not be obligatory upon the Mortgagee to insure or to pay for any other encumbrance or claim in advancing moneys in that behalf as above authorized, but nothing herein contained shall be construed as requiring the Mortgagee to advance any moneys for any purpose nor to do any act hereunder that the Mortgagee might be held personally liable 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 or entity other than the Mortgagor, the Mortgagee 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 the Mortgagor, and may forebear to sue or may extend the time for payment of the debt secured hereby without discharging or in any way affecting the liability of the Mortgagor hereunder or upon the debt hereby secured.

(3) That time is of the essence hereof and if default be made in performance of any covenant herein contained or if any payment under said Note or any extension or renewal thereof, or if proceedings be instituted to enforce any other lien on any part of any of said property, or upon the filing of a proceeding in bankruptcy by or against the Mortgagor, or if the Mortgagee shall receive an assignment for the benefit of creditors or if the property of the Mortgagor be placed under control of or in custody of any court, or if the Mortgagor abandon any of said property, or if the Mortgagor shall sell said property under a contract for deed, then and in any of the above events, the Mortgagee is hereby authorized and empowered, at its option, and without affecting the lien hereby created by the property of said lien or any right of the Mortgagee 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, and the right of the Mortgagee to the Mortgagor, and said Mortgagee may also immediately proceed to foreclose this mortgage.

4. When the indebtedness hereby secured shall become due whether by acceleration or otherwise, the Mortgagee shall have the right to foreclose the lien hereof. In any suit to foreclose the lien hereof, there shall be allowed and paid by the Mortgagor, in addition to the amount of the debt secured by this mortgage, all expenditures and expenses which may be paid or incurred by the Mortgagee in connection with the foreclosure proceedings, including appraiser's fees, outlays for documentary and expert evidence, stenographers' charges, publication costs, and other charges, as well as the estimated as to items to be expended after entry of the decree) of procuring all such abstracts of title, certificates and policies of title insurance policies, Torrens certificates, and similar data and assurances with respect to the said Mortgagor, as deemed by the Mortgagee to be reasonably necessary either to prosecute such suit or to evidence to bidders at any sale which may be had pursuant to the foreclosure proceedings, condition of the title to or the value of the premises. All expenditures and expenses of the Mortgagee in connection with the foreclosure proceedings shall become so much additional indebtedness secured hereby and immediately due and payable, with interest thereon at the rate permitted by Illinois law, when paid or incurred by the Mortgagee in connection with any proceeding in connection with the foreclosure proceedings, to which the Mortgagee shall be a party, either as plaintiff, claimant or defendant, by reason of the indebtedness hereby secured, or (b) preparations for the commencement of any suit for the foreclosure hereof, or (c) preparations for the defense of any actual or threatened suit for foreclosure whether or not actually commenced, or (d) preparations for the defense of any actual or threatened suit for foreclosure which might affect the premises or the security hereof.

5. The proceeds of any foreclosure sale of the premises shall be distributed and applied in the following order: first, to the payment in full of all costs and expenses incident to the foreclosure proceedings, including all such items as are mentioned in paragraph 4 hereof; second, all other items which under the terms hereof constitute secured indebtedness; and third, the balance, if any, to the Mortgagor, with interest thereon as herein provided; third, all principal and interest remaining unpaid on the note secured hereby to the Mortgagor, the heirs, legal representative or assigns of the Mortgagor, as their rights may appear.

6. Upon or at any time after the filing of a complaint to foreclose this mortgage the court in which such complaint is filed may appoint a receiver of said premises. Such appointment may be made either before or after sale, without notice to the Mortgagor, whether the same shall be then occupied as a homestead or not, and the Mortgagee may be appointed as such receiver, and the receiver shall have power to collect the rents, issues and profits of said premises during the pendency of such foreclosure suit and until the sale and a deficiency, during the full statutory period of redemption, whether there be redemption period, as well as during such other times when Mortgagor, 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 may authorize the receiver to apply the net proceeds of any sale in payment in whole or in part of: (1) The indebtedness secured hereby, or (2) any decree foreclosing this mortgage, or (3) any special assessment or other lien which may be or become superior to the lien hereof, or (4) such decree, provided such application is made prior to foreclosure sale, (2) the deficiency in case of a sale and deficiency.

7. That each right, power and remedy herein conferred upon the Mortgagee is cumulative of every other right or remedy conferred upon the Mortgagee, whether herein or by law conferred, and may be enforced concurrently therewith, that no waiver by the Mortgagor of the performance of any covenant herein or in said obligation contained shall hereafter in any manner affect the right of the Mortgagee to sue or enforce performance 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, 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 the Mortgagee.

8. That in the event title shall be conveyed to any person or persons, firm or firms, corporation, partnership, trust, or other entity, one or more of them, then the Mortgagee after such transfer of title shall have the right to sue for the amount of the debt secured under the terms of the note secured hereunder. Whenever the Mortgagee or its assignee or assignees shall be notified in writing of the interest in accordance with the foregoing provision, it shall give written notice to the mortgagor, and the effective date of such notice shall be the date of such transfer or conveyance.

IN WITNESS WHEREOF, each of the undersigned has hereunto set their hand and seal at Chicago, Illinois, this 25th day of January, A.D. 1989.

(X) Tadeusz Kozlowski (SEA) (X) Bogumila Kozlowski
Tadeusz Kozlowski Bogumila Kozlowski

State of Illinois)
County of) SS
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I, the undersigned, Tadeusz Kozlowski and Bogumila Kozlowski, do hereby certify that personally known to me to be the same person or persons whose name or names are subscribed to the foregoing instrument appeared before me this 25th day of January, 1989, and acknowledged that they and delivered the said instrument as their free and voluntary act for the uses and purposes therein expressed, and their release and waiver of the right of homestead.

GIVEN under my hand and notarial seal this 25th day of January, 1989.
Wendy S. Orr
Notary Public, State of Illinois
My Commission Expires 11/17/90

25th day of January, 1989
Notary Public

My commission expires the _____ day of _____, A.D. 19__

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