

89214730

SIMPLE MORTGAGE

UNOFFICIAL COPY

89 Apr 27, 1989

This Indenture Witnesseth, that the undersigned

William G. Zibert & Irene M. Zibert, his wife

13.00

mortgage(s) and warrant(s) to NBD Northfield Bank a banking corporation organized and existing under the laws of the State of Illinois, the following described real estate in Cook County, Illinois:

See Attached

PIN 04-24-416-001

Address: 1874 Grove Drive, Northfield, Illinois
Lot 59 in Northfield Manor Unit No. 3 being a resubdivision of lots "A" "B" and "C" in Northfield Manor Unit No. 2, being a subdivision in Section 24, Township 42 North, Range 12, East of the Third Principal Meridian in Cook County, Illinois

Together with all buildings improvements, fixtures or appurtenances, and with all the rights and privileges thereto belonging unto said Mortgagee forever, for the uses herein set forth, free from all rights and benefits under the homestead, exemption and valuation laws of any State which said rights and benefits said Mortgagee does hereby release and waive

TO HAVE AND TO HOLD the said property, with said buildings, improvements, fixtures, appurtenances, apparatus and equipment, and with all the rights and privileges thereto belonging unto said Mortgagee forever, for the uses herein set forth, free from all rights and benefits under the homestead, exemption and valuation laws of any State which said rights and benefits said Mortgagee does hereby release and waive

To secure payment of the debt as evidence hereby and by the note or notes of even date herewith, or subsequent dates, or any note or notes substituted therefor to extend or renew payment hereof, executed by the mortgagors or any of them, or if the mortgagor is a land trust, then executed by the beneficiaries of said trust or

any of them to the mortgagee in the total amount of \$ Twenty Two Thousand and no/00 (\$22,000.00) hereby releasing and waiving all rights under and by virtue of the homestead and exemption laws of this state and the United States. In the event of a breach of any obligation to pay said debt, the whole of said indebtedness, including principal and all earned interest, shall, at the option of the legal holder thereof, without notice, become immediately due and payable and shall be recoverable by foreclosure hereof, or by suit at law, or both, all expenses and disbursements, paid or incurred in behalf of the plaintiff in connection with the foreclosure hereof - including reasonable attorney's fees, outlays for documentary evidence, stenographer's charges, cost of procuring or of completing abstract of title, and of opinion of title or title guarantee policy, showing the whole title to said property, and of minutes of foreclosure showing necessary parties to said foreclosure proceedings - shall be paid by the grantors, and the like expenses and disbursements occasioned by any suit or proceeding wherein the grantee, or any holder, of any part of said indebtedness, as such, may be a party by reason hereof shall also be paid by the grantors; all of which expenses and disbursements shall be an additional lien upon said premises, and included in any decree that may be rendered in such foreclosure proceeding.

2. Any advances made by the mortgagee to the mortgagor, any of them, or if the mortgagor is a land trust, then executed by the beneficiaries of said trust or any of them or his successor in title, for any purpose, at any time before the release and cancellation of this Mortgage, but at no time shall this Mortgage secure advances on account of said original Note together with such additional advances, in a sum in excess of \$ 22,000.00 provided that nothing herein contained shall be considered as limiting the amounts that shall be secured hereby when advanced to protect the security or in accordance with covenants contained in the Mortgage.

3. The performance of all of the covenants and obligations of the Mortgagor to the Mortgagee as contained herein and in said Note.

THE MORTGAGOR COVENANTS:

A. (1) To pay said indebtedness and the interest thereon as herein and in said note provided, or according to any agreement extending the time of payment thereof. (2) To pay when due and before any penalty attaches thereto all taxes, special taxes, special assessments, water charges, and sewer service charges against said property (including those heretofore due) and to furnish Mortgagee, upon request, duplicate receipts therefor, and all such items extended against said property shall be conclusively deemed valid for the purpose of this requirement. (3) To keep the improvements now or hereafter upon said premises insured against damage by fire, and such other hazards as the Mortgagee may require to be insured against, and to maintain such insurance and such other insurance as the Mortgagee may require, until said indebtedness is fully paid or until the date of foreclosure, until expiration of the period of redemption, for the full insurable value thereof, in such companies, through such agents or brokers, 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 satisfactory to the Mortgagee making them payable to the Mortgagee, and in case of foreclosure sale payable to the owner of the certificate of sale, owner of any deficiency, any receiver or redemptioner, or any grantee in a deed pursuant to foreclosure, and in case of loss under such policies, the Mortgagee is authorized to adjust, collect and compromise, in its discretion, all claims thereunder and to execute and deliver on behalf of the Mortgagor all necessary proofs of loss, receipts, vouchers, releases and acquittances required to be signed by the insurance companies, and the Mortgagor agrees to sign, upon demand, all receipts, vouchers and releases required of him to be signed by the Mortgagee for such purpose, and the Mortgagee is authorized to apply the proceeds of any insurance claim to the restoration of the property or upon the indebtedness hereby secured in its discretion, but monthly payments shall continue until said indebtedness is paid in full. (4) Immediately after destruction or damage to commence and promptly complete the rebuilding or restoration of buildings and improvements now or hereafter on said premises, unless Mortgagee elects to apply on the indebtedness secured hereby the proceeds of any insurance covering such destruction or damage. (5) To keep said premises in good condition and repair, without waste, and free from any mechanic's or other lien or claim of lien not expressly subordinated to the lien hereof. (6) Not to make, suffer or permit any unlawful use of or any nuisance to exist on said property nor to diminish nor impair its value by any act or omission to act. (7) To comply with all requirements of law with respect to mortgaged premises and the use hereof. (8) Not to make, suffer or permit without the written permission of the Mortgagee being first had and obtained, (a) any use of the property for any purpose other than that for which it is now used, (b) any alterations of the improvements, apparatus, appurtenances, fixtures or equipment now or hereafter upon said property, (c) any purchase on 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 buildings or improvements on said property.

B. In order to provide for the payment of taxes, assessments, insurance premiums, and other annual charges upon the property securing this indebtedness, and other insurance required or accepted, I promise to pay to the Mortgagee a prorata portion of the current year taxes upon the unimproved portion of the loan and to pay monthly to the Mortgagee, in addition to the above payments, a sum estimated to be equivalent to one twelfth of such items, which payments may, at the option of the Mortgagee, (a) be held by it and commingled with other such funds or its own funds for the payment of such items, (b) be carried in a savings account and withdrawn by it to pay such items, or (c) be credited to the unpaid balance of said indebtedness as received, provided that the Mortgagee advances upon this obligation sums sufficient to pay said items as the same accrue and become payable. If the amount estimated to be sufficient to pay said items is not sufficient, I promise to pay the difference upon demand. If such sums are held or carried in a savings account, or escrow account, the same are hereby pledged to further secure this indebtedness. The Mortgagee is authorized to pay said items as charged or billed without further inquiry.

C. This mortgage contract provides for additional advances which may be made at the option of the Mortgagee and secured by this mortgage, and it is agreed that in the event of such advances the amount thereof may be added to the mortgage debt and shall increase the unpaid balance of the note hereby secured by the amount of such advance and shall be a part of said note indebtedness under all of the terms of said note and this contract as fully as if a new such note and contract were executed and delivered. An Additional Advance Agreement may be given and accepted for such advance and provision may be made for different monthly payments and a different interest rate and other express modifications of the contract, but in all other respects this contract shall remain in full force and effect as to said indebtedness, including all advances.

D. That in case of failure to perform any of the covenants herein, Mortgagee may do on Mortgagor's behalf everything so covenanted, that said Mortgagee may also do any act it may deem necessary to protect the lien hereof, that Mortgagor will repay upon demand any moneys paid or disbursed by Mortgagee for any of the above purposes and such moneys together with interest thereon at the highest rate for which it is then lawful to contract shall become so much additional indebtedness secured by this mortgage with the same priority as the original indebtedness, 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, that it shall not be obligatory upon the Mortgagee to check into the validity of any lien, encumbrance or claim in advancing moneys 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, and the Mortgagee shall not incur any personal liability because of anything it may do or omit to do hereunder.

E. That it is the intent hereof to secure payment of said note and obligation whether the entire amount shall have been advanced to the Mortgagor at the date hereof, or at a later date, and to secure any other amount or amounts that may be added to the mortgage indebtedness under the terms of this mortgage contract.

F. That if all or any part of the property, or any interest therein, or if the mortgagor is a land trust, if all or any part of the beneficial interest in said trust is sold, transferred or assigned by the mortgagor without the prior consent of the mortgagee, excluding (a) the creation of a lien or encumbrance subordinate to this mortgage, (b) the creation of a purchase money security interest for household appliances, (c) a transfer by devise, descent, or by operation of law upon the death of a joint tenant or (d) the grant of any leasehold interest of three years or less not containing an option to purchase, Mortgagee, may, at Mortgagee's option, declare without notice all of the sums secured by this mortgage to be immediately due and payable.

Mortgagee shall have waived such option to accelerate if, prior to the sale or transfer, Mortgagee and the person to whom the property is sold or transferred reach agreement in writing that the credit of such person is satisfactory to Mortgagee and that the interest payable on the sums secured by this mortgage shall be at such rate as Mortgagee shall request. If Mortgagor's successor has executed a written assumption agreement accepted in writing by Mortgagee, Mortgagee shall release Mortgagor from all obligation under this mortgage and the note securing it.

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UNOFFICIAL COPY

Subject to the terms of this paragraph, nothing in this mortgage contract shall prevent Mortgagee from dealing with any successor in interest of the Mortgagor in the same manner as with the Mortgagor, and such dealings may include forbearance to the payment of the debt secured hereby, but said dealings shall not discharge or in any way affect the liability of the Mortgagor hereunder or the debt hereby secured.

G That time is of the essence hereof and if default be made in performance of any covenant herein contained 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 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 in the event of the filing of a suit to condemn all or a part of the said property, then and in any of said events, the Mortgagee 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 Mortgagee hereunder, to declare 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 indebtedness of the Mortgagor to the Mortgagee, and said Mortgagee may also immediately proceed to foreclose this mortgage, and in any foreclosure a sale may be made of the premises en masse without offering the several parts separately.

H That the Mortgagee may employ counsel for advice or other legal service at the Mortgagee's discretion in connection with any dispute as to the debt hereby secured or the lien of this instrument, or any litigation to which the Mortgagee may be made a party on account of this lien or which may affect the title to the property securing the indebtedness hereby secured or which may affect said debt or lien and any reasonable attorney's fees so incurred shall be added to and be a part of the debt hereby secured. Any costs and expenses reasonably incurred in the foreclosure of this mortgage and sale of the property securing the same and in connection with any other dispute or litigation affecting said debt or lien, including reasonably estimated amounts to conclude the transaction, shall be added to and be a part of the debt hereby secured. All such amounts shall be payable by the Mortgagor to the Mortgagee on demand, and if not paid shall be included in any decree or judgment as a part of said mortgage debt and shall include interest at the highest contract rate, or if no such contract rate then at the legal rate. In the event of a foreclosure sale of said premises there shall first be paid out of the proceeds thereof all of the aforesaid amounts, 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.

I In case the mortgaged property, or any part thereof, shall be taken by condemnation, the Mortgagee is hereby empowered to collect and receive all compensation which may be paid for any property taken or for damages to any property not taken and all condemnation compensation so received shall be forthwith applied by the Mortgagee as it may elect, to the immediate reduction of the indebtedness secured hereby, or to the repair and restoration of any property so damaged, provided that any excess over the amount of the indebtedness shall be delivered to the Mortgagor or his assignee.

J All easements, rents, issues and profits of said premises are pledged, assigned and transferred to the Mortgagee, whether now due or hereafter to become due, under or by virtue of any lease or agreement for the use or occupancy of said property, or any part thereof, whether said lease or agreement is written or verbal, and it is the intention hereof (a) to pledge said rents, issues and profits on a parity with said real estate and not secondarily and such pledge shall not be deemed merged in any foreclosure decree, and (b) to establish an absolute transfer and assignment to the Mortgagee of all such leases and agreements and all the avails thereunder, together with the right in case of default, either before or after foreclosure sale, to enter upon and take possession of, manage, maintain and operate said premises, or any part thereof, make leases for terms deemed advantageous to it, terminate or modify existing or future leases, collect said avails, rents, issues and profits, regardless of when earned, and use such measures whether legal or equitable as it may deem proper to enforce collection thereof, employ renting agents or other employees, alter or repair said premises, buy furnishings and equipment therefor when it deems necessary, purchase adequate fire and extended coverage and other forms of insurance as it may be deemed advisable, and in general exercise all powers ordinarily incident to absolute ownership, advance or borrow money necessary for any purpose herein stated to secure which a lien is hereby created on the mortgaged premises and on the income therefrom which lien is prior to the lien of any other indebtedness hereby secured, and out of the income retain reasonable compensation for itself, may insure premiums, taxes and assessments, and all expenses of every kind, including attorney's fees incurred in the exercise of the powers herein given, and from time to time apply any balance of income not, in its sole discretion, needed for the aforesaid purposes, first on the interest of the powers herein given, and from time to time apply any balance of income not, in its sole discretion, needed for the aforesaid purposes, first on the interest and then on the principal of the indebtedness hereby secured, before or after any decree of foreclosure, and on the deficiency in the proceeds of sale, if any, whether there be a decree in personam therefor or not. Whenever all of the indebtedness secured hereby is paid, and the Mortgagee, in its sole discretion, feels that there is no substantial uncorrected default in performance of the Mortgagor's obligations herein, the Mortgagee, on satisfactory evidence thereof, shall relinquish possession and pay to Mortgagor any surplus income in its hands. The possession of the Mortgagee may continue until all indebtedness secured hereby is paid in full or until the delivery of a Deed pursuant to a decree foreclosing the lien hereof, but if no deed be issued, then until the expiration of the statutory period during which it may be issued. Mortgagee shall, however, have the discretionary power at any time to refuse to take or to abandon possession of said premises without affecting the lien hereof. Mortgagee shall have all powers, if any, which it might have had without this paragraph. No suit shall be sustainable against Mortgagee based upon acts or omissions relating to the subject matter of this paragraph unless commenced within sixty days after the Mortgagee's possession ceases.

K That upon the commencement of any foreclosure proceeding hereunder, the court in which such suit 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 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 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 therefore in personam 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 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.

L That each right, power and remedy herein conferred upon the Mortgagee is cumulative of every other right or remedy of the Mortgagee, whether herein or by law conferred, and may be enforced concurrently therewith, that no waiver by the Mortgagee of performance of any covenant herein or in said obligation contained shall thereafter in any manner affect the right of Mortgagee to require 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 neuter 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 upon the respective heirs, executors, administrators, successors and assigns of the Mortgagor, and the successors and assigns of the Mortgagee, and that the powers herein mentioned may be exercised as often as occasion therefor arises.

M That in the event the mortgagor is a duly organized corporation, the mortgagor does hereby waive all rights of redemption. In the event the mortgagor is a corporate trustee, and the improvements on said real estate contain four or more dwelling units, the mortgagor does hereby waive all rights of redemption.

In witness whereof, this mortgage is executed, sealed and delivered this day of April 27, A.D. 19 89

William G. Zibart (Signature)
William G. Zibart

ISEALI

Irene M. Zibart (Signature)
Irene M. Zibart

89214730 (Stamp)

BOOK COUNSEL AND FILED FOR RECORD

STATE OF Illinois
COUNTY OF Lake

1989 MAY 12 AM 10:54

89214730

I, The Undersigned, a Notary Public in

and for said County, in the State aforesaid, DO HEREBY CERTIFY THAT William G. Zibart and Irene M. Zibart

personally known to me to be the same person whose name is subscribed to the foregoing instrument,

appeared before me this day in person, and acknowledged that they signed, sealed and delivered the said instrument

as their free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of all

rights under any homestead, exemption and valuation laws.

Mail to:
GIVEN under my hand and Notarial Seal, this
THIS INSTRUMENT WAS PREPARED BY:
Michael Bruce
NBD Northfield Bank
400 Central
Northfield, IL 60093

27th day of April A.D. 1989
OFFICIAL SEAL
MICHAEL BRUCE
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 11/21/89

Michael Bruce (Signature)
Notary Public

Form 87-254 Bankforms, Inc

BOX 333 - TH

89214730

SIMPLE MORTGAGE

This Venture Warrants, that the undersigned

WITNESSES

scribed real estate in

Montage(s) and warrants) to (NHD Northfield, Inc)

See Attached

PIN 04-24-416-001

Address: 1874 Grove Drive, Northfield, Illinois 60093

together with all buildings improvements, fixtures or appurtenances now or hereafter erected thereon or placed 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 therein or thereon, the furnishing of which by lessors to lessees is customary or appropriate, including shades, window shades, storm

door and window, floor coverings, screen doors, in-door hoods, awnings, clothes hangers, and other things which are hereby

pledged, assigned, transferred and set over unto the Mortgagee, whether now due or hereafter to become due as provided herein. The Mortgagee is hereby subrogated to

the right of all mortgages, vendors, lienholders and owners paid off by the proceeds of the loan hereby secured.

TO HAVE AND TO HOLD the said property, with said buildings, improvements, appurtenances, fixtures, apparatus and equipment, and with all the rights and

benefits thereon including unto said Mortgagee, forever, for the uses herein set forth, free from all rights and benefits under the homestead, exemption and valuation

laws of any State which said rights and benefits said Mortgagee does hereby release and waive.

1. To secure payment of the debt as evidence hereby and by the note or notes of even date herewith, or subsequent dates, or any note or notes substituted therefor

to extend or renew payment thereof, executed by the mortgagor or any of them, or if the mortgagor is a land trust, then executed by the beneficiaries of said trust or

any of them to the mortgagee, in the total amount of \$ 22,000.00 (Twenty Two Thousand and no/100 (\$22,000.00))

has hereby released and waiving all rights and interest and by virtue of the homestead and exemption laws of this state and the United States, in the event of a breach of any ob-

ligation to pay said debt, the whole of said indebtedness, including principal and all earned interest, shall, at the option of the legal holder thereof, without notice,

become immediately due and payable, and shall be recoverable by foreclosure hereof, or by suit at law, or both, all expenses and disbursements, paid or incurred in

connection with the foreclosure hereof, including reasonable attorney's fees, outlays for documentary evidence, stenography,

or charges, cost of procuring or of continuing a trust, and of opinion of title, and of opinion of title or title guarantee policy, showing the whole title to said property, and of minutes

of foreclosure showing necessary parties to and foreclosure proceedings - shall be paid by the grantor, and the like expenses and disbursements occasioned by any suit

or proceeding wherein the grantor, or any holder of any part of said indebtedness, as such, may be a party by reason hereof shall also be paid by the grantor, all of

which expenses and disbursements shall be an additional lien upon said premises, and included in any decree that may be rendered in such foreclosure proceeding.

2. Any advances made by the mortgagee to the mortgagor, or any of them, or if the mortgagor is a land trust, then executed by the beneficiaries of said trust or any of

them or his successor in title, for any purpose, at any time before the release and cancellation of this Mortgage, but at no time shall this Mortgage secure advance on

account of said original Note together with such additional advances, in a sum in excess of \$ 22,000.00 provided that nothing

herein contained shall be considered as limiting the amount that shall be secured hereby when advanced to protect the security or in accordance with covenants con-

tained in the Mortgage.

3. The performance of all of the covenants and obligations of the mortgagor to the mortgagee as contained herein and in said Note.

THE MORTGAGOR COVENANTS:

(1) To pay said indebtedness and the interest thereon as herein and in said note provided, or according to any agreement extending the time of payment thereof,

including those heretofore due) and to furnish Mortgagee, upon request, accurate receipts therefor, and all such items extended against said property shall be con-

clusively deemed valid for the purpose of this requirement. (3) To keep the premises insured against fire and other damage by fire, and

through such agents or brokers, and in such form as shall be satisfactory to the Mortgagee, such insurance policies shall remain with the Mortgagee during said period

of periods, and contain the usual clause insuring the Mortgagee, and in case of foreclosure, and in case of loss upon such policies,

the certificate of sale, owners of any other property, any receiver or redemptionman, or any grantee in a deed pursuant to foreclosure, and in case of loss upon such policies,

the Mortgagee is authorized to adjust, collect and compromise, in its discretion, all claims, demands, and to execute and deliver on behalf of the Mortgagee all neces-

sary proofs of loss, receipts, vouchers, releases and acquittances required to be signed by the mortgagee, and the Mortgagee agrees to sign, upon demand,

all receipts, vouchers, releases and acquittances required of him to be signed by the Mortgagee for such policies, and the Mortgagee is authorized to apply the proceeds of any in-

insurance covering improvements now or hereafter on said premises, unless Mortgagee elects to apply on the part of the Mortgagee the proceeds of any insurance covering

such destruction or damage. (5) To keep said premises in good condition and repair, without water, and free from any mechanics or other lien or claim of lien,

not to make, suffer or permit any unlawful use of or on any premises, and to use the same for the purpose of the use hereof. (6) Not to make, suffer or permit any

lien or claim of lien, or to make, suffer or permit any unlawful use of or on any premises, and to use the same for the purpose of the use hereof. (7) To comply with all requirements of law with respect to bonded premises and the use hereof. (8) Not to make,

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Form 07-254, Backforms, Inc.

BOX 933 - TH

No. 104 Public

OFFICIAL SEAL
NOTARY PUBLIC STATE OF ILLINOIS
COMMISSION EXPIRES 1/2/79

Michael Bruce
NBD Northfield Bank
THIS INSTRUMENT WAS PREPARED BY
GIVEN under my hand and Notarial Seal, this
Month of April, 1989

A.D. 1989

April 27

APR 27 1989

rights under any homestead, exemption and valuation laws.

free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of all

appeared before me this day in person, and acknowledged that they are

personally known to me to be the same person whose name is

and for said County, in the State aforesaid, DO HEREBY CERTIFY THAT

William G. Zibart and Irene M. Zibart

The Undersigned, a Notary Public in

STATE OF ILLINOIS COUNTY OF LAKE

1989 APR 27 AM 10 54 89214730

William G. Zibart Irene M. Zibart

In witness whereof, this mortgage is executed, sealed and delivered this day of April 27, A.D. 1989

M That in the event the mortgagor is a duly organized corporation, the mortgagor does hereby waive all rights of redemption in the event the mortgagor is a corporation trustee, and the improvements on said real estate contain four or more dwelling units, the mortgagor does hereby waive all rights of redemption.

The successors and assigns of the Mortgagor, and that the powers herein mentioned may be exercised as often as occasion may require.

and obligations under this mortgage shall extend to and be binding upon the respective heirs, executors, administrators, successors and assigns of the Mortgagor, and

requires, the masculine gender, as used herein, shall include the feminine and the neuter and the singular number, as used herein, shall include the plural, that all rights

hereafter in any manner affect the right of Mortgagee to require or enforce performance of the same or any other covenants, that whatever the context hereof

law conferred, and may be effected concurrently therewith, that no waiver by the Mortgagor of performance of any covenant herein or in said obligation contained shall

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 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

and preservation of the property, including the expenses of such receivership, or on any decree, judgment or order for redemption, whether there be redemption

facted, may be applied before as well as after the sale, towards the payment of the indebtedness secured hereby, and such rent, issues and profits, when col-

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

K That upon the commencement of any foreclosure proceeding hereunder, the court in which such suit is filed may at any time, either before or after sale, and

lating to the subject matter of this paragraph unless commenced within sixty days after the date of the filing of the foreclosure complaint, the possession ceases

Mortgagee shall have all powers, if any, which it might have had without this paragraph. No suit shall be sustainable against Mortgagee based upon acts or omissions re-

Mortgagee shall, however, have the discretionary power at any time to take or to abandon possession of said premises without affecting the lien hereof,

very of a Deed pursuant to a decree foreclosing the lien hereof, but if ordered be issued, then until the expiration of the statute period during which it may be issued

and pay to Mortgagee any surplus income in its hands. The possession of the Mortgagor may continue until all indebtedness secured hereby is paid in full or until the deli-

is no substantial unsecured debt in performance of the Mortgagor's agreements herein, the Mortgagor, on satisfactory evidence thereof, shall relinquish possession

whether there be a decree in personam therefor or not. Where all of the indebtedness secured hereby is paid, and the Mortgagor, in its sole discretion, feels that there

first on the interest of the powers herein given, and from time to time apply any balance of income not, in its sole discretion, needed for the aforesaid purposes,

less incurred in the exercise of the powers herein given, and from time to time apply any balance of income not, in its sole discretion, needed for the aforesaid purposes,

and out of the income retain reasonable compensation, or itself, pay insurance premiums, taxes and assessments, and all expenses of every kind, including attorney's

secure which a lien is hereby created on the mortgaged premises and on the income therefrom which lien is prior to the lien of any other indebtedness hereby secured,

be deemed admissible, and in general exercise of powers ordinarily incident to absolute ownership, advance or borrow money necessary for any purpose herein stated to

best premises, buy furnishings and equipment hereon when it deems necessary, purchase adequate fire and extended coverage and other forms of insurance as it may

own, and use such measures whether legal or equitable as it may deem proper to enforce collection thereof, employ, hire, discharge, alter or repair

thereof, and make leases for terms deemed appropriate to it, terminate or modify existing or future leases, collect said rents, issues and profits, regardless of when

with the right in case of default, with or without notice, to enter upon and take possession of, manage, maintain and operate said premises, or any part

foreclosure decree, and (b) to extend, amend, alter, terminate or modify existing or future leases, collect said rents, issues and profits, regardless of when

or by virtue of any lease or agreement for the use or occupancy of said property, or any part thereof, whether said lease or agreement is written or verbal, and if the

J All easements, rents, issues and profits of said premises are granted, assigned and transferred to the Mortgagor, whether now due or hereafter to become due, under

any excess over the amount of the indebtedness shall be delivered to the Mortgagor or his assigns.

I In case the mortgaged property, or any part thereof, shall be taken by condemnation, the Mortgagor is hereby empowered to collect and receive all compensation

which may be paid for any property taken or for damages to any property not taken and all condemnation compensation so received shall be forthwith applied by the

Mortgagee as it may elect, to the immediate reduction of the indebtedness secured hereby, or to the repair and restoration of any property so damaged, provided that

tion of the purchase money.

the interest due thereon 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 applica-

there shall first be paid out of the proceeds thereof all of the aforesaid amounts, then the entire indebtedness whether due and payable by the terms hereof or not and

secured. Any costs and expenses reasonably incurred in the foreclosure of this mortgage and sale of the property securing the same and in connection with any other

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