



SIMPLE MORTGAGE

784

Dated: 11/17/1989

This Indenture Witnesseth, that the undersigned Leonard E. Cuneo and Ann M. Cuneo

husband and wife

mortgage(s) and warrant(s) to FIRST NATIONAL BANK OF HOFFMAN ESTATES, a banking corporation organized and existing under the laws of the United

States, the following described real estate in Cook County, Illinois: Lot 6 in Block 3 in

Moon Lake Trails Unit Four being a subdivision of parts of the Northeast 1/4 and the Southeast 1/4 of Section 7 and the Southwest 1/4 of Section 8, all

in Township 41 North, Range 10, East of the Third Principal Meridian,

in Cook County, IL. PIN 07-08-306-003

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 thereon or thereon, the furnishing of which by lessors to lessees is customary or appropriate, including screens, window shades, storm doors and windows, floor coverings, screen doors, in-a-door beds, awnings, stoves and water heaters (all of which are intended to be and are hereby declared to be a part of said real estate whether physically attached thereto or not) and also together with all easements and the rents, issues and profits of said premises 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 rights of all mortgages, 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, 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.

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 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 \$ Two Hundred Seventy Six Thousand Two Hundred Eighty Three and 22/100

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 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

behalf of the plaintiff in connection with proceedings for the foreclosure hereof - including reasonable attorney's fees, outlays for documentary evidence, stenograph-ers' charges, cost of procuring or of procuring abstract of title, and of opinion of title or title guarantee policy, showing the whole title to said property, and of minutes or proceedings showing necessary parts to said 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, 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 successors in title, for any purpose, before or after 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 \$ 276,283.22 provided that nothing

herein contained shall be considered as limiting the security or in accordance with covenants 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:

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 those herebefore due and to furnish Mortgagee, upon request, duplicate receipts therefor, and all such items extended against said property that be con-

clusively deemed valid for the purpose of this requirement. (3) To keep the improvements now or hereafter insured against damage by fire, and such other hazards as the Mortgagee may require to be insured against, and to provide public liability insurance and such other insurance as the Mortgagee may require,

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 period, and contain the usual clause satisfactory to the Mortgagee making them payable to the Mortgagee, and in case of foreclosure, or any other event, or in case of loss under such policies,

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

sary proofs of loss, receipts, vouchers, releases and accreditances 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 in-

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 cost and free from any mechanics' 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 any part of said property or to diminish or im-

pair its value by any act or omission to act. (7) To comply with all requirements of law with respect to mortgages 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 or

improvement on said property 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

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 pro rata portion of the current year taxes upon the disbursement 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, be carried in a savings account, or to 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 obliga-

tion 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 indebted-

ness. 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 that interest thereon shall be added to the mortgage debt as if it were a part 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

excused 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 to covenant, that said Mortgagee may do any act it may deem necessary to protect the lien hereof, that Mortgagee 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 the paid out of the rents

of 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

item 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 ten-

ant or (c) 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 date hereof Mortgagee and the person whose property is sold or transferred each agree-

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