MONTH AND FORWARD 144 FICIAL COPY

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THIS INDENTURE made June 15 19 89 between John C. Heffernan and Karen L. Heffernan, his wife	1
John C. nellethan and Katen I., nellethan, his wife	
	. DEPT-91
14916 South Hopkins Court Orland Park IL 60462	- 7\$5555 TRAN 1896 Ge/20/89 11
(NO AND STREET) (CITY) (STATE)	12724 1 E +-89-2796
herein referred to as "Mortgagors," and MidAmerica Savings Bank	COOK COUNTY RECORDER
999 Home Plaza Waterloo Iowa 5070	01
	Above Space For Recorder's Use Only
herein referred to as "Mortgagee," witnesseth:	and discount nate of or or date harmath on the personal arm of
THAT WHEREAS the Mortgagors are just indebted to the Moderace upon the in Twenty five thousand sixty two and no/100ths	DOLLARS
(\$ 25,062.00), payable to the order of and delivered to the Mortgagee. in ar	nd by which note the Mortgamp promise to pay the said principal of the halance due on the
1989, and all of said principa and interest are made payable at such place as the holders of the of such appointment, then at the office of the Mortgagee at	way, West Des Moines IA 50265
NOW, THEREFORE, the Morting of to secure the payment of the said principal sum of and limitations of this mortgage, and the performance of the covenants and agreements be	rem contained, by the Mortgagors to be performed, and also m
consideration of the sum of One Dollar in hand paid, the receipt whereof is hereby acknowled. Mortgagee, and the Mortgagee's succession and assigns, the following described Real Estate a	ind all of their estate, right, title and interest therein, situate, is ing
and being in the City of Orland Park COUNTY OF	COOK AND STATE OF ILLINOIS, WWI
Lot 10 in Block 10, in Orland Hills Gardens Unit 1, b	eing a Subdivision of part of the
Southwest 1/4 of Section 9, and pret of the North 1/2	
and part of the Northeast 1/4 of Section 17 all in To	wnship 36 North, Range 12, East of
the Third Principal Meridian, in Cook lounty, Illinoi	s.
0/_	
	anene ac
which, with the property hereinafter described, is referred to herein as the "premis."	89270000
Permanent Real Estate Index Number(s):	Ż
Addresses) of Real Estate: 14916 South Hopkins Court, Orland	
Addresses) of Real Estate.	thereta is define and alligents assume and productive and to an
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INOFFICIAL TOC THE COVENANTS, CO. MORTGAGE): HE REVERSE SIDE OF THIS

- 1. Mortgagors shall (1) promptly repair, restore or rebuild any buildings or improvements now or hereafter on the premises which may become damaged or be destroyed; (2) keep said premises in good condition and repair, without waste, and free from mechanic's or other liens or claims for lien not expressly subordinated to the lien thereof; (3) pay when due any indebtedness which may be secured by a lien or charge on the premises superior to the lien hereof, and upon request exhibit satisfactory evidence of the discharge of such prior lien to the Mortgagee; (4) complete within a reasonable time any building or buildings now or at any time in process of erection upon said premises; (5) comply with all requirements of law or municipal ordinances with respect to the premises and the use thereof; (6) make no material alterations in said premises except as required by law or municipal ordinance.
- 2. Mortgagors shall pay before any penalty attaches all general taxes, and shall pay special taxes, special assessments, water charges sewer service charges, and other charges against the premises when due, and shall, upon written request, furnish to the Mortgagor duplicate receipts therefor. To prevent default hereunder Mortgagors shall pay in full under protest, in the manner provided by statute, any tax or assessment which Mortgagors may desire to contest.
- 3. In the event of the enactment after this date of any law of Illinois deducting from the value of land for the purpose of taxation any lien thereon, or imposing upon the Mortgagee the payment of the whole or any part of the taxes or assessments or charges or liens herein required to be paid by Mortgagors, or changing in any way the laws relating to the taxation of mortgages or debts secured by mortgages or the mortgage's interest in the property, or the manner of collection of taxes, so as to affect this mortgage or the debt secured hereby or the holder thereof, then and in any such event, the Mortgagors, upon demand by the Mortgagee, shall pay such taxes or assessments, or reimburse the Mortgagee therefor; provided, however, that if in the opinion of counsel for the Mortgagee (a) it might be unlawful to require Mortgagors to make such payment or (b) the making of such payment might result in the imposition of interest beyond the maximum amount permitted by law, then and in such event, the Mortgagee may elect, by notice in writing given to the Mortgagors, to declare all of the indebtedness secured hereby to be and become due and payable sixty (60) days from the giving of such notice.
- 4. If, by the laws of the United States of America or of any state having jurisdiction in the premises, any tax is due or becomes due in respect of the issuance of the note hereby secured, the Mortgagors covenant and agree to pay such tax in the manner required by any such law. The Mortgagors further covenant to hold harmless and agree to indemnify the Mortgagee, and the Mortgagee's successors or assigns, against any liability incurred by reason of the imposition of any tax on the issuance of the note secured hereby.
- 5. At such time as the Mortgagors are not in default either under the terms of the note secured hereby or under the terms of this mortgage, the Mortgago is shall have such privilege of making prepayments on the principal of said note (in addition to the required payments) as may be provided in said note.
- 6. Mortgagors shall kee, all buildings and improvements now or hereafter situated on said premises insured against loss or damage by fire, lightning and windsform under policies providing for payment by the insurance companies of moneys sufficient either to pay the cost of replacing or repairing the same or to pay in full the indebtedness secured hereby, all in companies satisfactors to the Mortgagee, under insurance policies payable, in one of loss or damage, to Mortgagee, such rights to be evidenced by the standard mortgage clause to be attached to each policy, and shall diver all policies, including additional and renewal policies, to the Mortgagee, and in case of insurance about to expire, shall deliver releval policies not less than ten days prior to the respective dates of expiration.
- In case of default therein. Morigagee may, but need not, make any payment or perform any act hereinbefore required of Mortgagors in any form and manner deemed expedient, as i may, but need not, make full or partial payments of principal or interest on prior encumbrances, if any, and purchase, discharge, complosite or settle any tax lien or other prior lien or title or claim thereof, or redeem from any tax sale or forfeiture affecting said premise or contest any tax or assessment. All moneys paid for any of the purposes herein authorized and all expenses paid or incurred in connection, derewith, including attorneys fees, and any other moneys advanced by Mortgagee to protect the mortgaged premises and the lien hereof shall be so much additional indebtedness secured hereby and shall become immediately due and payable without notice and with interest i bereon at the highest rate now permitted by Illinois law Inaction of Mortgagee shall never be considered as a waiver of any right accruing to the Mortgagee on account of any default hereunder on the part of the Mortgagors.
- 8. The Mortgagee making any payment hereby autoritied relating to taxes or assessments, may do so according to any bill, statement or estimate procured from the appropriate public office with we inquiry into the accuracy of such bill, statement or estimate or into the validity of any tax, assessment, sale, forfeiture, tax lien or real thereof.
- 9. Mortgagors shall pay each item of indebtedness herein minitioned, both principal and interest, when due according to the terms hereof. At the option of the Mortgagee and without notice to Mirtgagors, all unpaid indebtedness secured by this mortgage shall, notwith-standing anything in the note or in this mortgage to the contrary, become due and payable (a) immediately in the case of default in making payment of any installment of principal or interest on the note, or (t) when default shall occur and continue for three days in the performance of any other agreement of the Mortgagors herein contained.
- 10. When the indebtedness hereby secured shall become due whether or acceleration or otherwise. Mortgagee shall have the right to foreclose the lien hereof. In any suit to foreclose the lien hereof, there shall be allowed and included as additional indebtedness in the decree for sale all expenditures and expenses which may be paid or incurred by ro on behalf of Mortgagee for attorneys' fees, ontiasys for documentary and expert evidence, stenographers' charges, polication costs and costs (which may be estimated as to items to be expended after entry of the decree) of procuring all such abstracts of title, title searches, and examinations, title insurance policies. Torrens certificates, and similar data and assurances with respect to title as insufagee may deem to be reasonably necessary either to prosecute such suit or to evidence to bidders at any sale which may be had sursuant to such decree the true condition of the title to or the value of the premises. All expenditures and expenses of the nature in this paragram's mentioned shall become so much additional indebtedness secured hereby and immediately due and payable, with interest thereon at the original proceedings, to which the Mortgagee shall be a party, either as plaintiff, claimant or defendant, by reason of this mortgage or one indebtedness hereby secured, or (b) preparations for the commencement of any suit for the foreclosure hereof after accrual of such right to foreclose whether or not actually commenced, or (c) preparations for the defense of any actual or threatened suit or proceeding y hids might affect the premises or the security hereof.
- 11. The proceeds of any foreclosure sale of the premises shall be distributed and applied in the following order of priority. First, on account of all costs and expenses incident to the foreclosure proceedings, including all such items as are rientlyned in the preceding paragraph hereof, second, all other items which under the terms hereof constitute secured indebtedness additional to that evidenced by the note, with interest thereon as herein provided, third, all principal and interest remaining unpaid on the note. To oth, any overplus to Mortgagors, their heirs, legal representatives or assigns, as their rights may appear.
- 12. 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, without regard to the solvency or insolvency of Mortgagors at the time of application for such receiver and without regard to the then value of the originies or whether the same shall be then occupied as a homestead or not, and the Mortgagee may be appointed as such receiver. Such viceiver shall have power to collect the rents, issues and profits of said premises during the pendency of such foreclosure suit and, in case of a sale and a deficiency, during the full statutory period of redemption, whether there be redemption or not, as well as during any further times when Mortgagors, 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 income in his hands in payment in the protection of the premises during the whole of in part of: (1) The indebtedness secured hereby, or by any decree foreclosing this mortgage, or any tax, special assessment or control which may be or become superior to the lien hereof or of such decree, provided such application is made prior to foreclosure which is a section for the authorized of the lien hereof or of such decree, provided such application is made prior to foreclosure.
- 13. No action for the enforcement of the lien or of any provision hereof shall be subject to any defense which would not be good and available to the party interposing same in an action at law upon the note hereby secured.
- 14. The Mortgagee shall have the right to inspect the premises at all reasonable times and access thereto shall be permitted for that purpose.
- 15. The Mortgagors shall periodically deposit with the Mortgagee such sums as the Mortgagee may reasonably require for payment of taxes and assessments on the premises. No such deposit shall bear any interest.
- 16. If the payment of said indebtedness or any part thereof be extended or varied or if any part of the security be released, all persons now or at any time hereafter liable therefor, or interested in said premises, shall be held to assent to such extension, variation or release, and their liability and the lien and all provisions hereof shall continue in full force, the right of recourse against all such persons being expressly reserved by the Mortgager, notwithstanding such extension, variation or release.
- 17. Mortgagee shall release this mortgage and lien thereof by proper instrument upon payment and discharge of all indebtedness secured hereby and payment of a reasonable fee to Mortgagee for the execution of such release.
- 13. This mortgage and all provisions hereof, shall extend to and be binding upon Mortgagors and all persons claiming under or through Mortgagors, and the word "Mortgagors" when used herein shall include all such persons and all persons liable for the payment of the indebtedness or any part thereof, whether or not such persons shall have executed the note or this mortgage. The word "Mortgagee" when used herein shall include the successors and assigns of the Mortgagee named herein and the holder or holders, from time to time, of the note secured hereby.