UNOFFICIAL COPY

Michelle Harris 1836 N. Broadway Melrose Park, IL

60160

1836 North Broadway - Melrose Park, Minois 60160 Telephone (312) 450-3700

MAIL TO

	MONIGAGE	89351603	
THIS INDENTURE WITNESSETH That the U/T/A dated June 4, 1968, and kr	ndersigned. Melro	se Park National Ba	nk as Trustee,
Village of Melrose Park	County ofCo	ok State of Minor	s. herewalter referred
as the Mortgagor, does hereby Mortgage and Warra	nt to		
	AN NATIONAL BANK OF N		
a banking association organized and existing under ing real estate, situated in the County ofCOO	the laws of the Unded States ok in the State	, hereinafter referred to as the leaf through the leaf through through the leaf through through the leaf through through the leaf through through through through through the leaf through throu	Mortgagee, the follow-
LOT 9 (EXCEPT NORTH 9 FEET) AND N SHERMAN'S WEST DIVISION STREET HO	ME ADDITION BEING	A SUBDIVISION OF TH	IE NORTH WEST
OF SECTION 3, TOWNSHIP 39 NORTH, (EXCEPT NORTH 63 ACRES) IN COOK C		THE THIRD PRINCIPAL	. MERIDIAN
PIN: 15-03-119-072			
COMMONLY KNOWN AS: 1626 N. 21ST	AVENUE, MELROSE PA	ARK, IL, 60160	

TOGETHER with # huildings, improvements, fixtures or appurtenances now or hereafter erected thereon, including all apparatus, equipment, fixture (or articles, whether in single units or centrally controlled, used to supply heat, gas, air conditioning, water, light, power, refrigeration, or election 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, dry, is 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, waves and profits thereof which are hereby assigned transferred and set over uneo the Mortgage whether now due or which may hersafte. Occome due under or by virtue of any lease whether written or verbal, or any agreement the use or occupancy of said property, or any part or parts thereof, which may have been herefolder, or may be hereafter made or agreed to, or which may be made and agree id to by the Mortgagee under the power herein granted to it. it be na the intention establish an absolute transfer and assignment 1, the Mortgagee of all such leases and agreements existing or to hereafter exist for said premises, and to use such measures, legal or (quitable, as in its discretion may be deemed proper or necessary to enforce the payment or security of such avails, rents, issues and promise, or to secure and maintain possession of said premises, or any portion mercot and to fill any and all vacancies and to rent, lease of tell any portion of said premises to any party or parties, at its discretion, with por to use and apply said avails, issues and profits to the playment of all expenses, care and management of said premises, including taxes and assessments, and to the payment of any indebted: "Is secured hereby or incurred hereby or incurred."

TO HAVE AND TO HOLD the said property, with said appurtenances, apparatus and fixtures, unto said Morsgagee 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 Mor gagor does hereby release and warve

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 way nee, together with his mortgage duffy 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 co-/tained executed and delivered concurrently herewish Dollars, which is payable as provided in said note until said indebtedness is paid in full.
-) Dollars, plus ar a nevence necessary for the protection (\$ of the security, interest and cost; and
 - All of the covenants and agreements in said note (which is made a part of this mortgage or in ruct) and this mortgage

THE MORTGAGOR COVENANTS

(1) To pay all taxes, assessments, hazard insurance premiums and other charges when due, (2) to to 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 (hr. prirod of redemption). for the full insurance value thereof, in such companies and in such form as shall be satisfactory to the Mortgages. The historiance policies shall remain with the Mortgages during said period or periods, and contain the usual clause making them payable to the Mortgages, and in case of foreclosure sale payable to the owner of the certificate of sale, and in case of foreclosure sale payable to the owner of the certificate of sale, and in case of foreclosure. adjust, collect and compromise, in its discretion, all claims under such policies, and the Morsgagor 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 indebted ness 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 tife 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 as other expenses incident to the ownership of said property in order that no lien or mechanics or materialmen shaft attach to said property. (6) to suffer or permit any unlawful use of or any nutsance to exist upon said property. (7) not to diminish or impair the value of said property. serty (6) not erty or the security intended to be affected by virtue of this mortgage by any act or omission to act. (8) to appear in and detend 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, its 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, demoksion or removal of any of the improvements, apparatus, fixtures or equipment now or hereafter upon said property. (c) a purchase upon condeponal sate, 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 if may deem necessary to protect the lien of this mortgage, and that the

Mortgagor will immediately repay any money paid or disbursed by the 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 and may be included in any decree foreclosing this mortgage and be paid out of the rents or proceeds of the sale of said premises, if not otherwise paid, that it shall not be obligatory upon the Mortgagee to inquire into the validity of any tien. 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 Mortgage shall not incur personal liability 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, witout 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 forbear to sue or may extend time for paym 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 in making any payment under said Note or any extension or renewal thereof, or if proceedings be instituted to enforce any other lies 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 ary or said property of 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 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 the Mortgagor, and apply toward the payment of said mortgage indebtedness any indebtedness of the Mortgagee to the Mortgagor, and said Mortgagee may also immediately proceed to foraclose this mortgage.
- 4 When the indebtedness hereby secured shall become due whether by 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 or on behalf of Mortgagee for attorneys' fees. appraiser's fees, our ays for documentary and expert evidence, stenographers' charges, publication costs and costs (which may be estimated as to items to be expended after entry of the decree) of procuring all such abstracts of little, title searches, and examinations title insurance policie: or ens certificates, and similar data and assurances with respect to title as Mortgagee may deem to be reasonably necessary either to projecute such suit or to evidence to bidders at any sale which may be had pursuant 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 paragraph mentioned shall become so much additional incel tedness secured hereby and immediately due and payable, with interest thereon at the highest rate permitted by Illinois law, when caid or incurred by Mortgagee in connection with (a) any proceeding, including probate and bankruptcy. proceedings to which the Morto; ge shall be a party, either as plaintiff, claimant or defendant, by reason of this mortgage or any debtedness hereby secured, or (b) eparations for the commencement of any suit for the foreclosure hereof after accrual of such right to foreclose whether or not actually commonced; or (c) preparations for the defense of any actual or threatened suit or proceeding which might affect the premises or the Lectury, hereof
- 5. The proceeds of any foreclosure cale 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 follocure proceedings, including all such items as are mentioned 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; fourth, any overplus to Mortgagor, the heirs, legal representative or assemble of the Mortgagor, as their rights may appear.
- 6. Upon or at any time after the filing of a complain (1) 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 Mortgagor at the time of application for each receiver and without regard to the then value of the premises or the same shall be then occupied as a homestead or ript, and the Mortgagee may be appointed as such receiver. Such receiver 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 Mortgagor, except for the intervention of such receiver, and id be entitled to collect such rents, issues and profits, and all times when Mortgagor, except for the intervention of such receiver, would be entitled to collect such rents, issues and profits and all a coher 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 tagets in playment in whole or in part of. (1) The indebtedness secured herror, or by any decree foreclosing this ribritgage, or any tax, apply a assessment or other lien which may be or become superior to the lien thereof or of such decree, provided such application is prace-purpose foreclosure sale. (2) the deficiency in case of a sale and deficiency.

 The provided such right, power and remedy herein conferred upon the Mortgagee is culmulative of every other right or remedy of the liter parties whether nerven or by law conferred, and may be enforced, concurrently their with; that no waiver by the Mortgagee, to require a conferred entering the rent or in said obligation contained shall thereafter in any interest the right of Mortgagee, to require

Acrimented upon the Mortgagee is cull nutative of every other right or remedy of the mortgagee is any covenant herein or in said obligation contained shall thereafter in any in uner affect the right of Mortgagee, to require or enforced performance of the same or any other of said covenants; that wherever the contact herein shall include the feminine, and the singular number, as used herein, shall in unit is the plural; that all rights and obligations under this mortgage shall extend to and be binding on the respective heirs, executors, surministrators, successors and assigns of the plural; that in the event title shall be conveyed to any person or persons, firm, trust or non-contact the mortgagee after such transfer.

Charity

The Lift Rose :

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As metition appear,

My commission expires the 29th. day of

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vert to any person or persons, firm, trust or corporation, other than the undersigned of any

114 V TNESS	e date of such transfer or com- WHEREOF, each of the under Tonal Bank as Trustees	rsigned has hereunto set hi	s hand and seal		o July	
BY:	TO THE CONTRACTORY OF	(SEAL)		EFI	(SEAL):	
Parties of the Control of the Contro	Tice President	(SPAL)	1	COOK COOK 1	RECORDER (SEAL)	3
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