UNOFFICIAL

(Individual Form)

Loan No. 3-000017-4-0 105

त्य पुरुष्कृतिकारक्षक्ष कार्या हात्र कार्यकृतिक वार्यकृतिकृतिक्षित्र कार्या (४००) व्यक्तिक वा**र्याक्षर स्वित्र**ात

90329171

THE UNDERSIGNED,

90329171

JOHN J. KLEIN AND MARIANNE P. KLEIN, HIS WIFE AS JOINT TENANTS

CHTCAGO

, County of COOK , State of : ILLINOIS

hereinafter referred to as the Mortgagor, does hereby mortgage and warrant to

PAYSAVER CREDIT UNION

a corporation organized and existing under the laws of the State of Illinois

THE NORTH 30 FEET OF LOT 1 IN BLOCK 16 IN BARTLETT'S HIGHLANDS, BEING A SUBDIVISION OF THE SOUTHWEST QUARTER (EXCEPT THE EAST HALF OF THE EAST HALF THEREOF) I'S SECTION 8, TOWNSHIP 38 NORTH, RANGE 13, EAST OF THE THIRD PRICIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PERMANENT PARCEL NUMBER: SAID PARCEL ASLO KNOWN AS: 19-08-318-062. 5300 S. MERRIMAC CHICAGO, IL 60638

Together with all buildings, improvements, fixtures or appurtenances now or licreafies elected thereon or placed therein, including all apparatus, equipments, fixtures or articles, whether in anniel units of centrally controlled, used to supply heat, gas, air conditioning, water, light, power, refrigeration, venitation or other services, and any other thing now or ascellar thereon or thereon, the furnishing of which by lessants to feasees in customary or appropriate, including agreems, window shades, storm doors and windows, how cover doors, in a door began, awrings, stores and water heaters tall of which are intended to heat are for the store of the store of

TO HAVE AND TO HOLD the said property with aid buildings, improvements, figures, apputtenances, appetatus and equipment, and with all the right and privileges thereunto belonging, unto said Mortgaget forever, for the uses torent set forth, free from all rights and benefits and competend, exemption and valuation laws of any State, which said rights and bunches and Mortgagot does hereby release and waver.

TO SECURE

(1) the payment of a Note secuted by the Mortgago to the order of the Mortgages bearing even date herewith in the principal seem of

TWELVE THOUSAND DOLLARS AND NO CENTS-----

12,000.00

), which Note, top ther with interest thereon as therein provided, is payable in monthly testallments of

which payments are to be applied, first, to interest, and the balance to principal, until said in bleedness is paid in full.

(2) any advances made by the Mortougee to the Mortougor, 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 only no. Note joyether with such additional advances, in a same in

(3) The performance of all of the covenants and obligations of the Mortgager, a contained herein and in said Note.

THE MORTGAGOR COVENANTS:

A (1) To pay said indebtedness and the interest thereon as become and note provided, or according to the agreement extending the time of payment thereof, (2) To pay when dise and before any penalty attaches therein stil lakes, special cases, special assessments, water cherges, and sewer services engainst and property finituding three heretitire due), and to fittinish Mortgages, upon request, duplicate receipts therefore, and all such items extended against sangle property shall be conclusively deemed valid for the purpose of this requirement. (1) To beep this may all the premises insured against damage by fire, and such other hizards as the Mortgages may require, until said indebtedness is fully paid, or in case of foreclosure, utilities in the payodil of redemperant of the full insurable value thereof, in such companies, through such agents or brokers, and in such form as shall be sent dainy to the Mortgages such insurance policies shall remain with the Mortgages during said period or periods, and contain the usual clause statisfactory to the Mortgages making them payable to the Mortgages, and in case of foreclosure sale payable to the owner of the certificate of sale, owner of any deficiency any receiver for redemptioner, or any grantee in a deed pursuant to foreclosure, and in case of fina under such policies, the Mortgages is authorized to direct and to execute and deliver on behalf of the Mortgages is authorized to direct and compresses and acquitances required by the Mortgages for auch purpose, and the Mortgages to again, upon demand, all receipts, sinches, and interests and acquitances required by the Mortgages for auch purpose, and the Mortgages to apply the princeds of any insurance-claim to the institution of the groups of the indebtedness hereby secured in its discretion, but monthly payments shall continue until had indebtedness in paid in full, (4) Immediately expensed by the Mortgages for auch purpose, and the Mortgages to apply the princeds of any insurance covering such distriction or damage, to

- 2. In order to provide for the payment of taxes, assessments, insurance premiums, and other annual charges upon the property securing this indebted of determinance required or accepted. I promise to pay to the Mortgages, a provide purition of the corrent year taxes upon the dishursement of the linear a pay mostly to the Mortgages, its addition to the above payments, a sum estimated to be required in to one twelfth of such items, which payments may, accepted of the Mortgages, (a) be held by it and communiced with other such funds or its own funds for the payment of such items, (b) he carried in a ga account and withdrawns by it to pay such items, or (c) be credited to the unpaid halance of said indebtedness as received that the Mortgages are upon this obligation some sufficient to pay said items as the same accrue and become payable. If the amount estimated to be sufficient to pay said items as the carried in a sainting account, or extroduction with a such account, the same are held or carried in a sainting account, or extroductions ended to design of the ending of the carried of the payment of the same and the ended of building without further inquiry.
- This mortgage contract provides for additional advances which may be gaide at the option of the Mortgages and secured by this mortgage, and it dish is the event of such advances the amount thereof may be added to the mortgage debt and shall increase the unpent balance of the nite here aby the encount of such advances and shall be a part of said note indeed ease under all of the terms of said note and this vontract as fully as if a ments and contract were associated and delivered. An Additional Advance Agreement may be given and accepted for such advance and provision may feer different each other express modifications of the contract, but is all other respects this suntract shall force and effect as to said indebtedness, including all advances.
- D. That is case of failure to perform any of the covenants herein, Mortgagor may do on Mortgagor's behalf everything so covenanted, that said Mortgagor will repay upon demand any moneys paid or disburshed by Mortgagor led 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. The paid out of the rents or proceeds of said of said premises if not otherwise paid, that it shall not be ubligatory upon the Mortgagor to injurier into otherwise paid, that it shall not be ubligatory upon the Mortgagor to injurier into the distinction of the more appropriate that it shall not be understanded as requiring the Mortgagor advance any sometys for any purpose nor to do any act hereunder; and the Mortgagor shall not incur any personal liability because of anything it may desired.
- That it is the intend hereof to secure payment of said note and obligation whether the smitte amount that have been advented to the Mortgagor at the sect, or at a feter date, and to secure any other sminist or amounts that may be added to the mortgage indebtedness under the terms of this mortgage.

13 Mail

- O Thet time is of the essents hereof and if default be made in performance of any coverant herein contained or in making any payment under said mole or obligation or any extension or renewal thereof, or if proceedings be instituted in enforce any other here or charge upon any of said property, or upon the filting of a proceeding in bankruspicty by or against the Mortpagne, or of the Mortpagne shall make an assignment for the benefit of his creditors or if his property be pleased control of or in clustody of any court, or if the Mortpagne abandon any of said property, or upon the death of any indicate or option and property, without not extend of the filting of a suit to condemn all or a part of the said property, then and in any right of the Mortpagne in benefits and empowered, at its option and without effecting the first hereby created or the property of said ten or any right of the Mortpagne hereby to decide without notice, all sums secured hereby immediately due and payable, whether it not such default be created in the Mortpagne, and apply toward the physical or institute distribution and increases any indictionates any indictionates.
- High the Mortgages may applied 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 legitument, or any inspation to which the Mortgagee may be made a party on account of this iem or which may affect the title to the property securing the indubtedness hereby secured or which may affect said debt or lien and any reasonable attorney's feet on incurred shall be added to and by a part of the debt hereby secured. Any costs and expenses reasonably incurred in the Conclosure of this mortgage and sale of the property secured with any other dispute or litigation affecting said debt or lien, including reasonably estimated amounts to conclude the transactions, that he added to said he a part of the debt hereby secured. All such amounts shall be payable by the Mortgage on the Mortgage on demand, and the state of the mortgage of
- I is once the mortgaged property, or any part thereof, shall be taken by condemnation, the Mortgager is hereby empowered to collect and receive all impermation which may be paid for any property taken or for damages to any property not taken and all condemnation compensation to received shall be relabelled by the Mortgages as it may elect, to the immediate reduction of the indebtedness secured hereby, or to the repair and responsation of any upperty so distinguish, provided that any excess over the amount of the indebtedness shall be delivered to the Mortgager or his assigner.
- J. All assessests, rents, issues and profits of said premines are pledged, anispred and iransferred to the Mortgager or his assignment.

 J. All assessests, rents, issues and profits of said premines are pledged, anispred and iransferred to the Mortgager, whether said is one or agreement for the use or occupancy of said property, or any part thereof, whether said lease or agreement for the use or occupancy of said property, or any part thereof, whether said lease or agreement and rent who said real estate and not secondarily and such perfect and anispress of the said said is a secondarily and such perfect and anispress of the said said is a secondarily and such perfect and anispress of the Mortgager of all such leases and all the said liberaunder, together with the right in case of default or the form of after five longer said, or any part thereof, make leases, officer of after five longer said, or any part thereof, make leases, officer of after five longer said, and an account of the mortgagers of the said and promises and profits, regardless of when rented, and use such measures whether legal or equitable as it may deem proper to safers of collect said avails, rents, insues and profits, regardless of when a rented, and use such measures whether legal or equitable as it may deem proper to safers of the said anispress or other employers, purphase as quite five and estaded coverage and other forms of insurance an may be desired advantale, and in general exercise all powers ordinarily incident to at one ownership, advance or horrow money necessary five any purphase for made to the income therefore which it is proved to at one of the powers herein gives, a from time to time apply any halance of income and, in its sold inscretion, needed for the aforcasid purphases, that on the lease and then on the principal of the indebtedness hereby secured hereby is paid, and the Mortgagers on saturation of the income to the saturation of the indebtedness hereby is paid in full or until the unit ery of a feed purphase shall, how
- E. That upon the commencement of an inforcement proceeding hereunder, the court in which such hill is filed may at any time, either hefore or after asks, and without optice to the Mortgager, or any party claiming under him, and without regard to the solvency of the Mortgager or the then value of and premises, or whether his same shall then be occupied by the owner of the opin's of federaption as a homestead, appoint a receiver with power to manage and rent asks to collect the rests, issues and profits of said promise of ring the pentierney of such foreclessive will and the statutory period of redemption, and such rents issues and profits of said profits, when collected, may be applied 2-d-c, as well as after the sate, inwards the payment of the indertedness, costs, lakes, insurance of other issues ascenary for the protection and preservation of the property, including the expenses of such receivership, or on any deficiency decise whether therefore in personant or not, and if a receiver the collection of the expenses of such receivership, or on any deficiency decise whether there have the for redemption, whether there he redemption or not, and will it it is assented out if any personant until the approximation of the full person whether there have been premise any lease junior to the lies hereof of said premises shall be sufficient by the approximent or entry in gossession of a receiver but he may elast to terminate any lease junior to the lies hereof.
- L. That each right, power and remody herein conferred up in the Mortgager is cumulative of every other right or remedy of the Mortgager, whether herein or by law conferred, and may be enforced concurrently therewith the mountained shall thereafter in an emaner affect the right of Mortgager of performance of the same or any other of seed covenants; that there is the contest hereof requires, the manchine pender, as used herein, shall include the femance and the results and the sampuler number, as used herein, shall include the plural; that all rights and obligations under the montgager successors and sangua of the Mortgager, and the successors and assigns of the Mortgager, and the Mortgager; and the Mortgager, and the Mortgager, and the Mortgager.

, II	N WITNESS	WHEREOF, thi	s morigage is exe	cuted, leafert and c	lelivered this 6TH	
day of	JULY	_	, A.D. 1990	40,	ζ.	
不	المحسا	æ	(SEA	L.)	<u> </u>	(SEAL)
120	roama	JP.KL	la_(SEA)	L1		(SEAL)
STATE	OF	ILLINOIS	} ss.		Q,	
COUNT	Y OF	COOK	J		. I Che U	ndersigned, a Notary Public is
and for	said County, i	n the State aforesa	id, DO HEREBY (TERTIFY THAT J	OHN J. KLEIN A	D MARIANNE P. KLEI
personal	ly known to n	ne to be the same p	persong whose na	mes ARE	subscribed	1 to the foregoing instrument
арреате	i before me U	nis day in person, i	and acknowledged	that THEY	signed, scaled and	delivered the said instrumen
2.0	THEIR	free and volunts	ary act, for the use	and purposes there	in set forth, including	the release in waiver of al
rights us	oder any home	stead, exemption as	nd valuation laws.		ì	
GIVEN	under my hai	nd and Notarial Se	eal, this 6°	day ph	hey	, A.D. 19 40
					Faise VX	enu
					Down	
					OFFICE ELOISE NOTARY PUBLIC	M. KRCMAR }

THIS INSTRUMENT WAS PREPARED BY: PAYSAVER CREDIT UNION WESTCHESTER, IL 60154

MAIL TO: PAYSAVER CREDIT UNION ONE WESTBROOK CORP CTR WESTCHESTER, IL 60154

MY COMMISSION EXPIRES 1/14/94 \$

जन्मका । विकास के **स्टब्स**

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