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The MORIGAGOR(S): Robert P. Naputy and Sharon M. Naputy and Sparen M. Na
of the City of Hickory Hills County of Gook and State of Hillingis
MOFTGAGE(S) and WARRANT(S) to Bank of LaGrange Park , o(n) State Banking Association
with its principal place of business in Oak and Sharwood LaGrange Park. II. 60525 , the Mortgages, the
tollowing described real estate situated in the County of Cook in the State of Illinois:

LOT 9 IN FOREST HILLS, A SUBDIVISION IN THE SOUTHWEST & OF THE NORTHWEST & AND THE NORTH & OF THE SOUTHEAST & OF SECTION 3, TOWNSHIP 37 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, TLLINOIS.

THIS INSTRUMENT PREPARED BY: Jeffery 8. Loveland Bank of LaGrange Park Oak and Shorwood LaGrange Park, 11. 60525

Permanent Tax No. 23-03-407-909		;
commonly known as 8848 W. 91st Pl., Hickory Hills, II. 60457	(t	Strøøi),
(City), Illinois,	(Z)p	Code),

TOGETHER with all buildings indures and improvements now or bureafter enough thereon, the appurtenances thereto, the rents, issues, and profits, and all right, title, and in erest of the Mortgagor(s) in and to eakl real estate.

## MI)RTGAGOR(S) COVENANT AND WARRANT:

- 1. To pay the indebtedness as hereinbolore provided.
- 2. To maintain the premises in good condition and repair, not to some ill or suffer any waste of the premises; to comply with or cause to be complied with all statutes, ordinances and requirements of any governmental authority relating to the premises; and to premply repair, restore, replace, or reduild any part of the premises now or hereafte subject to the lien of this Mortgage which may be damaged or destroyed by any casualty whalsoever; not to remove, demolish, or materially clar any building or other property now or hereafter covered by the lien of this Mortgage without the prior written consent of the Mortgage.
- 3. To keep the buildings on the premises and the equipment insured for the benefit of the Mortgagee against loss or damage by lire, lightning, windstorm, hall, explosion, alread, vehicles, smoke and other casualties crive od by extended fire insurance, all in amounts approved by the Mortgagee not exceeding 100% of the full insurable value and, to the entail required by Mortgagee, against any other risk insured against by persons operating like properties. All insurance herein provided for shell on in the form and companies approved by the Mortgagee. Mortgagee(s) shall deliver to Mortgagee with Mortgage clause satisfactor to Mortgagee all said insurance policies. Mortgagee grant Mortgagee power to settle or compromise all claims under all policies and to domand a receipt for all moneys becoming payable thereunder and to receive any money for loss or damage. Such amount may, at the ornion of Mortgagee, to retained and applied by the Mortgagee lowerd the payment of the moneys secured by this Mortgage or be paid over the 21th or in part to the Mortgager(s) for the repair of said buildings or for the erection of new buildings in their place.
- 4. To pay all taxes, assessments, special assessments, water rates, sewer service charges and other charges now or hereafter assessed or liens on or levied against the premises or any part thereof.
- 6. Mortgagor(s) have good (title to the premises and have the right to Mortgago the same and shall mrive, execute, acknowledge or deliver in due form of law all such further or other deeds or assurances as may, at any time hereafter, be required for more fully and effectively carrying out the Mortgage to the premises described and shall defend said premises from all and any pure in time or corporation deriving any estate, title or interest therein against said Mortgagor(s) and all persons claiming through the Mo. 1914(9).
- 6. To permit the Mortgagen and any persons authorized by the Mortgagee to enter and inspect the premises at all reasonable times.
- 7. Not to assign the whole or any part of the rants, income or profits arising from the premises without the written consent of the Mortgages.
- 8. In the event of default in the performance of any of the Mortgagor(s) covenants or agreements herein, the Mortgagoe's option, may perform the same, and the cost thereof with interest at . <u>Index +4</u> % per annum shall immediately be due from Mortgagor(s) to Mortgagoe and included as part of the indebtedness secured by this Mortgago.
- The whole of the principal sum and interest thereon shall be due at the option of the Mortgages upon the happening of any one of the following events: (a) if Mortgagor(s) fail to comply with any repayment term or condition of the Home Equity Line of Credit Agreement; (b) if Mortgagor(s) have engaged in fraud or material misrepresentation in connection with said Agreement; (c) if Mortgagor(s) have engaged in any action or have failed to act in a way which adversely affects the Mortgagee's security or any right of the Mortgagee in such security including, but not limited to, (i) default in the observance or performance of any of the covenants or agreements of the Mortgagee hereunder, which default is not corrected by Mortgagor(s) within ten (10) days after receipt of notice of said default (ii) the assertion of any liens, mechanics' or otherwise, against the premises (iii) the assignment by Mortgagor(s) for the benefit of creditors (iv) the appointment of a receiver, liquidator or trustee of the premises and the adjudication of the Mortgagor(s) to be bankrupt or insolvent or the failure to make payments under a reaffirmation plan and (v) the sale or transfer of the Mortgagor's interest in real estate which is security for this indebtedness; and the whole sum may forthwith be collected by suit at law, foreclosure of, or other proceedings upon this Mortgage or by any other legal or equitable procedure without notice or declaration of such action.
- Upon or at any time after filing a sult to foreclose this Mortgage, the court in which such sult is filed may appoint any qualified person, corporation or banking association (including Mortgages itself) named by Mortgages, a receiver of the premises; such appointment may be made either before or after the sale, without notice and without requiring a bond (notice and bond being hereby waived). Such receiver shall have the power to collect rents, issues and profits of said premises during the pendency of such foreclosure suit, and in the case of a suit and dollciency, during the full statutory redemption, if any, as well as during any further times, when the Mortgagor(s), except for the intervention of such receiver, would be entitled to adject such rents, issues and all other powers which may be necessary or usual in such cases for the protection, possession, contrôl and operation of the premises during the whole of said period; and the receiver out of such rents, issues and profits, may pay costs incurred in the management and operation of the premises, prior and coordinate liens, if any, taxes, assessments, and insurance and pay all or any part of the indebtedness secured hereby or any deficiency decree.
- in any suit to foreclose the lien of this Mortgage there shall be allowed and included as additional indebtedness in the decree for sale all expanditures and expenses which may be paid or incurred on behalf of the Mortgageo, including but without limitation thereto, attorneys' fees, appraisers' fees, surveys, title searches and similar data.
- 12. To pay all costs incurred, including reasonable attorneys' fees, to perfect and maintain the tien on this Mortgage.

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3.	of the Mortgagee to exercise aucli	ighis ar zanjedles or injudit siand assigns.	an no vacever often shall not be deemed	a waiver thereoi; and shall	
14.	The party or parties named above as Mortgagor and their respective heirs, personal representatives, successors and assigns are jointly and severally liable to perform the covenants herein, and the term "Mortgagor(s)" shall include all parties executing this Mortgago, their respective heirs, personal representatives, and assigns.				
i5.	defined in the Comprehensive Environmental Management Additional Transport	naterials, hazardous materials ronmental Response, Compe silon Act), as smended (49 U and in the regulations adopte	of this Mortgage "Hazardous Materials" inc., hazardous wastes, hazardous or toxic sut insation and Liability Act of 1980, as amend .S.C. §1801, et seq.), the Resource Conserved, and publications promulgated pursuant	ed (42 U.S.C. §960), et seq., vation and Recovery Act. as	
<b>_</b>	(Individuals algn here)			40 00	
ИУ	VITNESS WHEREOF, Mortgagor(s) hi	ave set their hands and seal	s this 22nd day of Hoy		
*****	Robert P. Naputy	CARLY (SEAL)	Sharon M. Mepuly	(SEAL)	
	Robert P. Naputy		Sharon M. Nepucy	DING (SEAL) \$13.0	
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COL	INTY OF Cook	)	- Coun Count	i necompen	
n N	innery Public in and or the Co	unty and Siste storessid	do hereby certify that Robert P.	Neputy and	
11411	con M. Nobucy Der	sonsilv known to ma to be the	Bame persons whose names are aubscriber	t to the lole(voing instrument,	
appe act l	nared before me this day in palaria an for the uses and purposes therein so	d acknowledged that they sig it forth, including the release	nod, sealed and delivered the said instrume and waiver of the right of homestead.		
	Given under my hand and Notarial r	orl this 22nd day of	May	19.80	
			Acces a Discourse in the little	Eucontavo.	
		$O_{\mathcal{L}}$	Notary Passecia	SEAL"	
Му	Cominission Expires:		Jacque in	. 11	
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THIS	(Trustee's Sign Here) S MORTGAGE is executed by the		, not personally but as "fru		
hord	by wariants that it passesses full potential or in said note contained	wer and authority to execute shall be construed (8 personally to pay the	ch Trustee (and said	ood and agreed that nothing  First Party of on sold  heroon, or any indebtedness v. being expressly waived by	
and own of the	said	personally a cunder shall look solely to the herein and in said note prov	are concerns 1, the legal holders or holders or premises no eby conveyed for the payment ded or by action to enforce the personal list not personally but as Trustee as aloness	of said note and the owner or I thereof, by the enforcement ibility of the guarantor, if any. Id, has caused these presents	
10 h	day and year first above written.	, and its corporate sea	I to be herounto 2"xe I and attested by its	AND AND ADDRESS OF THE PARTY OF	
mo	day and year line above written.		C/A/		
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	a Notary Public in and for said Count	y, in the state aforesaid, DO	HEREBY CERTIFY, that of said Bank, wi	of the	
1	ne to be the same persons whose har	nes are subscribed to the fore	going instrument as such	, and	
	the said instrument as their own free	, respectively, appeared before and voluntary act and as the	e me this day in person and acknowledged the e free and voluntary act of said Bank, as I	n they signed and delivered rustee as aforsaid, for the	
	uses and purposes therein set forti	h: and the sald	then and there	antinoutadood that anid	
		, as custodian of the corpora	ite seal of said Bank, did affix the corporate	seal of said Bank, to said	
ļ	Instrument as said Trustee as aforesaid, for the uses an	d purposes therein set forth.	and voluntary act and as the free and volu	seal of said Bank, to said intary act of said Bank, as	
	Given under my hand and Noterial S	eal this da	y of	, 19	
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ו וערן	Place in Recorders Office Box Nu	mber Box 284	Rworder From ILL	IANA FINANCIAL, INC., P.O. Box 1227	
LCS F	No HES	and the results of the following to the	Hickory Hills	, IL 00455-0227, (708) 898-0000	

Place in Recorders Office Box Number \_\_\_\_