31468294

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		6.1		
	April 3.			
CHRISTOPHER I	IEWANDOWSKI, an unina.	rried person.		1.09113 <mark>65</mark> BAN 3419 09/10/91 13:
14106 Tod Wil	lliam, Orland Park,	111inois 60462	#4312 \$	A *-91-4682
(NO AND STREE		(STATE)	. GUDK C	OUNTY REJURDER
	jors," and	TEMANTANICAT		
	DOWSKI and CHRISTINE			***
14106 Tod Wil	lliam, Orland Park,	Illinois 60462 (STATE)	!!]	.468291
herein referred to as "Mortgag		(51312)	Above Space For	Recorder's Use Only
THAT WILLDEAS AS A	Kalonosta in in in in anno 180 - Inichibanist son	the Mortgagee upon the inst	tallment note of even date here	ewith, in the principal sum of
**********	FY EIGHT THOUSAND & (	00/100******	****	**** DOLLARS
sum and interest at the rate of	), payable to the order of and delive documstallments as provided in said	ered to the Mortgagee, in and I note, with a final payment o	by which note the Stortgagors p I the balance due on the [32]	day of App [1]
19.194 and all of said principal	and interest are made payable at st he coffee of the Mortgagee at	ich place as the holders of the	note may, from time to time, in	enting appoint, and in absence
of such appointment, then at it	ne o fice of the Mortgagee at	aroo real arrestant	V/1 1 (1 (1 (1 (1 (1 (1 (1 (1 (1 (1 (1 (1	
and limitations of this mortga, consideration of the sum of On Mortgagee, and the Mortgagee	the Morty wear 20 secure the paymer ge, and the per amune of the co- te Dollar in he do and, the receipt we e's successors arr, a agns, the follow the of Tiratoy Park	venants aixi agreements nere Jureat is hereby acknowledge	in contained, by the Morrgagor id, do by these presents CONVE dalfof their estate, right, title an	YAND WARRANT unto the
PARCEL 1:	O <sub>j</sub> c			
The South 6.39 For Foot thereof) in I	et of Lot 10, all of Block 5 in Whitney a	lots II and 12 a nd Bishop's Addit	ind Lot 13 (except Lion to Tinley Park	the South 21.71 . a Subdivision
of the South East	1/4 of the North ma	s 1/4 of Section	a 31, Township 36 N	Worth, Range 13
	Principal Meridian,			
T aforesaid and ly line of said Block the South East 1/4	the vacated North-S ying East of a line D < 5 in Whitney and B 4 of the North East	being 132 50 Feet ishop's Addition 1/4 of Cetion 31	: West of and paral to Tinley Park, a , Township 36 Nort	lel to the East Subdivision of
	cipal Moridian, in Co natter described, is referred to here		ois.	
which, with the property herei	namer described, is referred to nero	em as the premises	•	
Permanent Real Estate Index	Number(s): $28-31-220-6$			
Address(es) of Real Estate:	17824 South 65th Cou	rt, Tinley Park,	1111701S 604//	
long and during all such times as all apparatus, equipment or artistisingle units or centrally control coverings, mador beds, awnings or not, and it is agreed that all sonsidered as consoluting part of TO HAVE AND TO HOL herein set torth. Tree from all merein set both.	<ul> <li>D the premises unto the Mortgage ghts and benefits under and by virte</li> </ul>	of which are pledged primarile ereon used to supply heat, ga- athout restricting the foregoin he foregoing are declared to be ticles hereafter placed on the fee, and the Mortgagee's successive of the Homestead Exempt	y and on a perior with said real e is air conditioning, "after, light, ig), screens, which is higher sto- ie a part of said real estate where premises by Mortgagor of their ssors and assigns, foreser, to the ion Laws of the State of Illitois,	date and not secondarily) and power, retrigeration (whether orm doors and windows, thoor her physically attached thereto successors or assigns shall be coursoses, and upon the uses.
This mortgage consists of t	wo pages. The covenants, condition	ms and provisions appearing a	on page 2 (the reverse side of th	is mr styrge) are incorporated
herein by reference and are a pa	art hereof and shall be binding on A scale, of Mortgagors the day and	dorigagors, their heirs, succes Lyear first above/written.	sors and assigns.	100
<u> </u>	STOPHER LEWANDOWSKI	verlow (Seal)		(Scal)
PRINT OR	PACKETT TRIMINGS			
TYPE NAME(S)  BELOW  SIGNATURE (S)		(Scal)		
SIGNATURE(S)				
"OFFICIAL SEI -Wayne L. John <del>so</del>	'i •	CERTIFY thatCHRIS	TOPHER LEWANDOWSKÍ	
Harris Commission Expires	tree and voluma	ry act, for the uses and purpo	oses therein set torth, including	<b>1</b> 2
	alseal, this		F ( F V I A) 'A 3 . ( )	JANKE !
his instrument was prepared by	JOHNSON & JOHNSON,	LTD., 14300 S. R	avinia, Orland Parl	k, Illinois Mulary Public
	SON & JOUNSON, LID.,	14300 S. Ravinia (NAME AND ADDRESS)	. Orland Park. 111	
 OR RECORDER'S OFFICE B			(STATE)	(ZIP CODE)

## **UNOFFICIAL COPY**

THE COVENANTS, CONDITIONS AND PROVISIONS REFERRED TO ON PAGE 1 (THE REVERSE SIDE OF THIS MORTGAGE):

- 1. Mortgagors shall (I) 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 no: 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 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 Mortgagee 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 mortgagee'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 taw. The Mortgagors furth the covenant to hold harmless and agree to indemnify the Mortgagoe, and the Mortgagoe's successors of 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 Merigagors are not in default either under the terms of the note secured hereby or under the terms of this mortgage, the Mortgagors 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 keep ail out migs and improvements now or hereafter situated on said premises insured against loss or damage by fire, lightning and windstorm 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 satisfactory to the Mortgagee, under insurance policies payable, in case of iors or damage, to Mortgagee, such rights to be evidenced by the standard mortgage clause to be attached to each policy, and shall deliver rill policies, including additional and renewal policies, to the Mortgagee, and in case of insurance about to expire, shall deliver renewal policies not less than ten days prior to the respective dates of expiration.
- 7. In case of default therein, Mortgagee ma, but need not, make any payment or perform any act hereinbefore required of Mortgagors in any form and manner deemed expedient, and may out need not, make full or partial payments of principal or interest on prior encumbrances, if any, and purchase, discharge, compromise or cottle any tax lien or other prior lien or title or claim thereof, or redeem from any tax sale or forfeiture affecting said premises or cont staby tax or assessment. All moneys paid for any of the purposes herein authorized and all expenses paid or incurred in connection th result, including attorneys' fees, and any other moneys advanced by Mortgagee to protect the mortgaged premises and the lien hereof, shall be much additional indebtedness secured hereby and shall become immediately due and payable without notice and with interest thereon a the highest rate now perimited by Illinois law. Inaction of Mortgagee shall never be considered as a waiver of any right accruing to the lat atgagee on account of any default hereunder on the part of the Mortgagors.
- 8. The Mortgagee making any payment hereby authorized relating to taxes or assessments, may do so according to any bill, statement or estimate procured from the appropriate public office without including into the accuracy of such bill, statement or estimate or into the validity of any tax, assessment, sale, forfeiture, tax lien or title or claim, increof.
- 9. Mortgagors shall pay each item of indebtedness herein mentioned, both principal and interest, when due according to the terms hereof. At the option of the Mortgagee and without notice to Mortgagors, all unpaid indebtedness secured by this mortgage shall, notwith-standing anything in the note or in this mortgage to the contrary, become die and payable (a) immediately in the case of default in making payment of any installment of principal or interest on the note, or (b) when refault 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 by acceler don or otherwise. Mortgager 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 'le', all of Mortgager for attorneys' fees, appraiser's fees, outlays for documentary and expert evidence, stenographers' charges, publication cost, and costs (which may be estimated as to items to be expended after entry of the decree) of procuring all such abstracts of title, to it is starches, and examinations, title insurance policies. Torrens certificates, and similar data and assurances with respect to title as Mortgager may deem to be teasonably necessary either to prosecute such suit or to evidence to hidders at any sale which may be had pursuance 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 or on one shall become so much additional indebtedness secured hereby and immediately due and payable, with interest thereon at the highest rate now permitted by lilinois law, when paid or incurred by Mortgager in connection with (a) any proceeding, including probate and bankripte, proceedings, to which the Mortgage shall be a party, either as plaintiff, claimant or defendant, by reason of this mortgage or any stabilities between the room on actually preparations for the commencement of any suit for the foreclosure hereof after accrual of such right to foreclose whether or not actually recommenced; or (c) preparations for the defense of any actual or threatened suit or proceeding which 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 mentioned in the preceding paragraph hereof; second, all other items which under the terms hereof constitute secured indebtedness additional to 'not evidenced by the note, with interest thereon as herein provided, third, all principal and interest remaining unpaid on the note; fourth, 24y overplus to Montgagors, 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 premises or whether the same shall be then occupied as a homestead or not, 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 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 whole or in part of: (1) The indebtedness secured hereby, or by any decree foreclosing this mortgage, or any tax, special assessment or other lien which may be or become superior to the lien hereof or of such decree, provided such application is made prior to foreclosure sale; (2) the deficiency in case of a sale and deficiency.
- 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 Mortgagee, 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.
- 18. 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 hable 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.