

UNOFFICIAL COPY

BANK OF HOMEWOOD
2034 Ridge Road
Homewood Illinois 60430

91478895

JUNIOR MORTGAGE

This is a Mortgage made this 30TH day of AUGUST, 1991
between Carl I. Hopf and Mary H. Hopf, his wife (J)

Mortgagor and BANK OF HOMEWOOD, an Illinois banking corporation, its successors and assigns ("Mortgagee").

RECITALS

This Agreement provides for advances and readvances of credit to the maximum amount of Forty-Five Thousand and No/100 Dollars,
is 45,000.00 as evidenced by a note bearing the same date as this Mortgage made by Mortgagor (the "Note") and payable
in accordance with the terms and conditions stated therein, with the balance of the indebtedness. All future advances and readvances of
credit made pursuant to this mortgage shall have the same priority as the original mortgage.

THEREFORE, Mortgagor, in consideration of the indebtedness, and to secure its payment and of all other sums required by the terms
of the Note or of this mortgage to be paid by Mortgagor, and to secure the performance of the terms, covenants and conditions contained
in this Mortgage or in the Note and to secure the prompt payment of any sums due under any renewal, extension or modification of the Note
or of any substitute note (which renewal, extension, modification, or substitution shall not impair in any manner the validity or priority of this
Mortgage) does hereby grant, convey, warrant, sell, mortgage and assign to Mortgagee, its successors and assigns all of the real estate legally
described as

Lot 50 in Block 2 in Hiegel Manor Unit #1, being a Subdivision of
part of the Southeast 1/4 of the Southwest 1/4 of Section 5, and
part of the Northeast 1/4 of the Northwest 1/4 of Section 8, all in
Township 35 North, Range 14, East of the Third Principal Meridian, 91478895
in Cook County, Illinois.
PIN # 32-05-320-030

Property commonly known as 1326 West 191st Street, Homewood, Illinois
DEPT-01 RECORDINGS
TRAN 5931 09/16/91 13:25:00 \$13.00
#3175 # *--91-478895
COOK COUNTY RECORDER

"The Maximum Interest Rate Will Not Exceed 18%."

situated in COOK County, Illinois (which together with the following described property is sometimes herein referred to as the
"premises"):

A. All right title and interest of Mortgagor, including an after-acquired title or reversion, in and to the beds of the ways, streets, avenues,
and the alleys adjoining the premises.

B. All tenements, hereditaments, easements, appurtenances, and privileges in any way now or later appertaining to the premises.

C. All buildings and improvements of every kind now or later erected or placed on the premises and all materials intended for construction,
reconstruction, alteration or repairs of the improvements. All materials shall be deemed to be a part of the premises. The premises
shall include all machinery, equipment and fixtures owned by the Mortgagor used or useful in the operation of the real estate, and all
renewals or replacements and substitutions of those items, whether or not the same are or shall be attached to the building or buildings
in any manner, all the property owned by Mortgagor and placed on the premises or used in connection with the operation or maintenance
of the premises shall, so far as permitted by law, be deemed to form a part of the real estate and for the purpose of this mortgage
to be real estate, and covered by this mortgage. As to any property which does not form a part of the real estate or does not constitute
a "fixture" (as such term is defined in the Uniform Commercial Code), this mortgage is hereby deemed to be a security agreement
under this Uniform Commercial Code for the purpose of creating a security interest in such property, which Mortgagor grants to the
Mortgagee as Secured Party (as such term is defined in the Uniform Commercial Code).

To have and to hold the premises by the Mortgagee, its successors and assigns, forever, for the purpose, and uses stated, free from
all rights and benefits under the Homestead Exemption Laws of the State of Illinois, which rights and benefits Mortgagor does expressly
release and waive

COVENANTS

1. Mortgagor covenants and agrees:

a. To pay, when due, all sums secured by this Mortgage

b. To keep the premises in good condition and repair and not to commit or permit waste on the premises.

c. To keep the building now and hereafter on the mortgaged premises and all insurable parts of the real estate insured under a replace-
ment cost form of insurance policy, against loss or damage by fire or other hazards as the Mortgagee may from time to time require
in forms, and companies and in sums satisfactory to Mortgagee. All insurance policies shall be held by and be payable to Mortgagee
as its interest may appear. At least fifteen (15) days before the expiration of each policy, Mortgagor shall deliver to Mortgagee a policy
replacing the one expiring.

d. Except to the extent money shall have been deposited and shall be available for payment of taxes under the provisions of the next
paragraph or under a prior mortgage, to pay, not less than ten (10) days before the same shall become delinquent or a penalty attaches
thereto for non-payment, all taxes, assessments and charges of every nature which may be levied, assessed, charged or imposed on
the premises, or any part thereof and to pay when due any indebtedness which may be secured by a lien or charge on the premises,
and, upon request by Mortgagee, to exhibit to Mortgagee satisfactory evidence of the payment and discharge of such lien or claim.

Upon request from Mortgagee, Mortgagor will pay to Mortgagee, on each date on which payment is due under the Note, such amount
as Mortgagee may from time to time estimate will be required to pay (before the same become past due) all taxes, assessments and
other governmental liens or charges against the property hereby mortgaged. Mortgagor shall procure and deliver to Mortgagee, in ad-
vance, statements for such charges. In the event of any default under the terms of this Mortgage, any part or all of the amounts paid
by Mortgagee may be applied to the indebtedness secured by this Mortgage and in refunding any part of such amounts, Mortgagee
may deal with whomsoever is represented to be the owner of the premises at that time.

e. To comply promptly with all ordinances, regulations, laws, conditions and restrictions which affect the mortgaged property, or its use,
and not to permit the premises to be used for any unlawful purpose(s).

f. To execute and deliver upon demand of Mortgagee any and all instruments Mortgagee may deem appropriate to perfect, evidence,
protect or facilitate the enforcement of the lien of this Mortgage.

91478895

13.00

UNOFFICIAL COPY

91478836

Property of Cook County Clerk's Office

91478836

91478836

91

91478836

13.00

1. Mortgagor covenants and agrees:

- To pay, when due, all sums secured by this Mortgage.
- To keep the premises in good condition and repair and not to commit or permit waste on the premises.
- To keep the building now and hereafter on the mortgaged premises and all insurable parts of the real estate insured under a replacement cost form of insurance policy against loss or damage by fire or other hazards as the Mortgagor may from time to time require in forms and companies and in sums satisfactory to Mortgagor. All insurance policies shall be held by and be payable to Mortgagor replacing the one expiring.
- Except to the extent money shall have been deposited and shall be available for payment of taxes under the provisions of the next paragraph or under a prior mortgage, to pay, not less than ten (10) days before the same shall become delinquent or a penalty attaches thereto for non-payment, all taxes, assessments and charges of every nature which may be levied, assessed, charged or imposed on the premises, or any part thereof, and to pay when due any indebtedness which may be secured by a lien or charge on the premises, and, upon request by Mortgagor, to exhibit to Mortgagor satisfactory evidence of the payment and discharge of such lien or claim.

Upon request from Mortgagor, Mortgagor will pay to Mortgagor, on each date on which payment is due under the Note, such amount as Mortgagor may from time to time estimate will be required to pay (before the same become past due) all taxes, assessments and other governmental liens or charges against the property hereby mortgaged. Mortgagor shall procure and deliver to Mortgagor, in advance, statements for such charges. In the event of any default under the terms of this Mortgage, any part or all of the amounts paid by Mortgagor may be applied to the indebtedness secured by this Mortgage and in refunding any part of such amounts, Mortgagor may deal with whomsoever is represented to be the owner of the premises at that time.

e. To comply promptly with all ordinances, regulations, laws, conditions and restrictions which affect the mortgaged property, or its use, and not to permit the premises to be used for any unlawful purpose(s).

f. To execute and deliver upon demand of Mortgagor, and all instruments Mortgagor may deem appropriate to perfect, evidence, protect or facilitate the enforcement of this Mortgage.

COVENANTS

A. All right title and interest of Mortgagor, including an after-acquired title or reversion, in and to the beds of the ways, streets, avenues, and the alleys adjoining the premises;

B. All tenements, hereditaments, easements, appurtenances, and privileges in any way now or later appertaining to the premises;

C. All buildings and improvements of every kind now or later erected or placed on the premises and all materials intended for construction, reconstruction, alteration or repairs of the improvements. All materials shall be deemed to be a part of the premises. The premises shall include all machinery, equipment and fixtures owned by the Mortgagor, whether or not the same are or shall be attached to the building or buildings, renewals or replacements and substitutions of those items, whether or not the same are or shall be attached to the building or buildings in any manner, all the property owned by Mortgagor and placed on the premises or used in connection with the operation or maintenance of the premises shall, so far as permitted by law, be deemed to form a part of the real estate and for the purpose of this mortgage to be real estate, and covered by this mortgage as to any property which does not form a part of the real estate or does not constitute a "fixture" (as such term is defined in the Uniform Commercial Code), this mortgage is hereby deemed to be a security agreement under this Uniform Commercial Code for the purpose of creating a security interest in such property, which Mortgagor grants to the Mortgagee as Secured Party (as such term is defined in the Uniform Commercial Code).

To have and to hold the premises by the Mortgagor, its successors and assigns, forever, for the purposes and uses stated, free from all rights and benefits under the Homestead Exemption Laws of the State of Illinois, which rights and benefits Mortgagor does expressly release and waive.

"The Maximum Interest Rate Will Not Exceed 18%."

DEPT. OF RECORDS, HOMERIDGE, ILLINOIS
 1326 West 19th Street, Homewood, Illinois 60430
 9/16/91 13.25.00
 #3173 # *71-478895
 COOK COUNTY RECORDER

Lot 30 in Block 5 in Biegel Manor Unit #1, being a subdivision of part of the Southeast 1/4 of the Southwest 1/4 of Section 5, and part of the Northeast 1/4 of the Northwest 1/4 of Section 8, all in Township 35 North, Range 14, East of the Third Principal Meridian, Cook County, Illinois. PIN # 32-05-320-030

THIS AGREEMENT provides for advances, and readvances of credit to the maximum amount of \$45,000.00 (as evidenced by a note bearing the same date as this Mortgage made by Mortgagor (the "Note"), and payable in accordance with the terms and conditions stated therein, with the balance of the indebtedness. All future advances and readvances of credit made pursuant to this mortgage shall have the same priority as the original mortgage.

HEREFORE, Mortgagor, in consideration of the indebtedness, and to secure its payment and of all other sums required by the terms of the Note or of this mortgage to be paid by Mortgagor, and to secure the performance of the terms, covenants and conditions contained in this mortgage or in the Note and to secure the prompt payment of any sums due under any renewal, extension or modification of the Note or of any substitute note, (which renewal, extension, modification, or substitution shall not impair in any manner the validity or priority of this mortgage) does hereby grant, convey, warrant, sell, mortgage and assign to Mortgagor, its successors and assigns all of the real estate legally described as:

RECIPIENTS: (Mortgagor) and BANK OF HOMERIDGE, an Illinois banking corporation, its successors and assigns ("Mortgagee").

This is a Mortgage made this 30th day of AUGUST, 1991 between Carl I. Hoff and Mary H. Hoff, his wife (J)

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 2034 Ridge Road
 Homewood, Illinois 60430
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