

UNOFFICIAL COPY MORTGAGE

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THIS INDENTURE WITNESSETH: That the undersigned

DIANA HIANIK,

divorced and not since remarried,

of the Town of Cicero County of COOK State of Illinois,
hereinafter referred to as the Mortgagor, do hereby Mortgage and Warrant to

CSA PRATERAL LIFE (HEREINAFTER REFERRED TO AS "ASSOCIATION"),

a corporation organized and existing under the laws of the State of Illinois, hereinafter
referred to as the Mortgagee, the following real estate, situated in the County of COOK
in the State of Illinois, to wit:

Lot 5 in Block 7 in Clyde First Division in Section 29, Township
39 North, Range 13 East of the Third Principal Meridian, in Cook
County, Illinois.

Said property is commonly known as 2716 South 58th Court, Cicero,
Illinois 60650.

Permanent Tax Number: 16-29-406-020

COOK COUNTY, ILLINOIS

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TOGETHER with all buildings, improvements, fixtures or appurtenances now or hereafter erected thereon, including
all apparatus, equipment, fixtures or articles, whether in single units or centrally controlled, used to supply heat, gas,
air conditioning, water, light, power, refrigeration, ventilation or otherwise and any other thing now or hereafter therein or
thereon the furnishing of which by lessors to lessees is customary or appropriate, including screens, window shades, storm
doors and windows, floor coverings, screen doors, venetian blinds, in-a-door beds, awnings, stoves and water heaters (all of
which are declared to be a part of said real estate whether physically attached thereto or not); and also together with all
cements and the rents, issues and profits of said premises which are hereby pledged, assigned, transferred and set over
unto the Mortgagee

TO HAVE AND TO HOLD all of said property unto said Mortgagee forever, for the uses herein set forth, free from
all rights and benefits under the Homestead Exemption Laws of the State of Illinois, which said rights and benefits said
Mortgagor does hereby release and waive.

TO SECURE the payment of a certain indebtedness from the Mortgagor to the Mortgagee evidenced by a note made
by the Mortgagor in favor of the Mortgagee, bearing even date herewith in the sum of FOURTY FIVE THOUSAND AND NO/100
FOURTY FIVE THOUSAND AND NO/100 Dollars (\$45,000.00), which note,
together with interest thereon as provided by said note, is payable in monthly installments of THREE HUNDRED SEVENTY EIGHT AND 38/100
THREE HUNDRED SEVENTY EIGHT AND 38/100 DOLLARS (\$ 378.38)
on the First day of each month, commencing with May 1, 1991 until the entire sum is paid.

In the event the mortgagors, without the consent of the Association
sell or transfer title to the above described property, the entire
indebtedness secured hereby shall, at the option of the Association
become immediately due and payable without notice.

any tax and insurance escrows
/ held by the mortgagee,

To secure performance of the other agreements in said note, which are hereby incorporated herein and made a part
hereof, and which provide, among other things, for an additional monthly payment of one-twelfth (1/12th) of the estimated
annual taxes, assessments, insurance premiums and other charges upon the mortgaged premises. And to secure possible future
advances as hereinafter provided and to secure the performance of the Mortgagor's covenants herein contained.

A. THE MORTGAGOR COVENANTS:

(1) To pay immediately when due and payable all general taxes, special taxes, special assessments, water charges,
sewer service charges and other taxes and charges against said property, including those heretofore due. (The monthly pay-
ments provided by said note in anticipation of such taxes and charges to be applied thereon), and to furnish the Mortgagee,
upon request, with the original or duplicate receipts therefor.

(2) To keep the improvements now or hereafter situated upon said premises insured against loss or damage by fire,
lightning, windstorm and such other hazards, including liability under laws relating to intoxicating liquors and including
hazards not now contemplated, as the Mortgagee may reasonably require to be insured against, 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, in such companies, through such agents or brokers, and in such form
as shall be satisfactory to the Mortgagee. Such insurance policies, including additional and general policies shall be delivered
to and kept by the Mortgagee and shall contain a clause satisfactory to the Mortgagee making them payable to the Mortgagee
as its interest may appear.

(3) To promptly repair, restore or rebuild any buildings or improvements now or hereafter on the premises which
may become damaged or destroyed; to keep said premises in good condition and retain, and free from any mechanic's or
other lien or claim, of lien not expressly subordinated to the lien hereof; not to suffer or permit any unlawful use of or
any nuisance to exist on said property nor to diminish nor impair its value by any act or omission to act; to comply with
all requirements of law with respect to the mortgaged premises and the use thereof;

(4) That if the Mortgagor shall procure contracts of insurance upon his life and disability insurance for loss of time
by accidental injury or sickness, or either such contract, making the Mortgagee assignee thereunder, the Mortgagee may
pay the premiums for such insurance and add said payments to the principal indebtedness secured by this mortgage to
be repaid in the same manner and without changing the amount of the monthly payments, unless such change is by
mutual consent.

120 South La Salle Street, Chicago, Illinois 60603
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Box 101 313

MORTGAGE

DIANA HIANIK,

divorced and not

since remarried

TO

CSA FRATERNAL LIFE

KROPNIK, PAPUGA & SHAW
Attorneys at Law
120 South La Salle Street
Chicago, Illinois 60603
Telephone: 236-6405

OFFICIAL SEAL
JUDY LICHTNER
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 1/26/93

1/26/93

GIVEN under my hand and Notarial Seal this _____ day of _____, A.D. 1991
before me this day in person and acknowledged that she _____
personally known to me to be the same person(s) whose name(s) in the foregoing instrument, appeared
divorced and not since remarried,
DIANA HIANIK.

DO HEREBY CERTIFY that _____ the undersigned _____ a Notary Public in and for said county, in the State aforesaid.

STATE OF ILLINOIS }
COUNTY OF COOK }

DIANA HIANIK (SEAL)

January _____, A.D. 1991
Day of _____

IN WITNESS WHEREOF, the undersigned have hereunto set their hands and seals this _____ day of _____, A.D. 1991.

the event of a foreclosure sale of said premises hereinafter shall first be paid out of the proceeds thereof all of the aforesaid items,
plated suit or proceeding which might affect the premises or the security hereof, whether or not actually commenced,
commenced; or (c) preparations for the commencement of any suit or proceeding or any threatened or continuing
commencement of any suit or proceeding hereafter, whether or not actually commenced; or (d) preparations for the
either party hereto shall be a party to the commencement of any such suit or proceeding, whether or not actually
payable by the Mortgagor in connection with (a) any proceeding including probate or bankruptcy proceedings to which
the Mortgagor in connection with (a) any proceeding including probate or bankruptcy proceedings to which either party
said premises; all of which said amounts together with interest as herein provided shall be immediately due and
evidence to prosecute such suit or proceeding, or on behalf of the Mortgagor and deemed by the Mortgagor to be
decree of sale all expenses and costs together with interest thereon at the rate of 10.50 PERCENT per annum,
hereof; and upon foreclosure of said premises, there shall be allowed and included as an additional indebtedness in the
whether there be a defect thereto in person or not such receiver may elect to terminate any lease junior to the lien
protection and preservation of the property, including the expenses of such receivership, or on any deficiency decree
towards the payment of the indebtedness, costs, taxes, insurance or other items necessary for the collection of
as after the Maturity of redemption, and such rents, issues and profits, when collected, may be applied before as well
and the Maturity of redemption, and such rents, issues and profits, when collected, may be applied before as well
manage and rent and to collect the rents, issues and profits of said premises during the pendency of such foreclosure suit
at any time and without notice to the Mortgagor, or any party claiming under him, appoint a receiver with power to
(4) That upon the commencement of any foreclosure proceeding hereunder, the court in which such suit is filed may
the commencement of any foreclosure proceeding hereunder, the court in which such suit is filed may at any time
and without notice to the Mortgagor, or any party claiming under him, appoint a receiver with power to
manage and rent and to collect the rents, issues and profits of said premises during the pendency of such foreclosure suit
and the Maturity of redemption, and such rents, issues and profits, when collected, may be applied before as well
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protection and preservation of the property, including the expenses of such receivership, or on any deficiency decree
whether there be a defect thereto in person or not such receiver may elect to terminate any lease junior to the lien
hereof; and upon foreclosure of said premises, there shall be allowed and included as an additional indebtedness in the
decree of sale all expenses and costs together with interest thereon at the rate of 10.50 PERCENT per annum,
which may be paid or incurred by or on behalf of the Mortgagor and deemed by the Mortgagor to be reasonably necessary,
evidence to prosecute such suit or proceeding, or on behalf of the Mortgagor and deemed by the Mortgagor to be
said premises; all of which said amounts together with interest as herein provided shall be immediately due and
payable by the Mortgagor in connection with (a) any proceeding including probate or bankruptcy proceedings to which
either party hereto shall be a party to the commencement of any such suit or proceeding, whether or not actually
commenced; or (c) preparations for the commencement of any suit or proceeding or any threatened or continuing
plated suit or proceeding which might affect the premises or the security hereof, whether or not actually commenced,
the event of a foreclosure sale of said premises hereinafter shall first be paid out of the proceeds thereof all of the aforesaid items,
IN WITNESS WHEREOF, the undersigned have hereunto set their hands and seals this _____ day of _____, A.D. 1991.

B. MORTGAGOR FURTHER COVENANTS:

(1) That in the case of failure to perform any of the covenants herein, the Mortgagor may do as the
behold everything so covenanted; that the Mortgagor may also do any act it may deem necessary to protect the
and such money together with interest thereon at the highest rate for which it is in default to mortgage shall become
so much additional indebtedness hereby incurred and may be included in any decree foreclosing this mortgage and be paid
out of the rents or proceeds of sale of said premises if not otherwise paid; that it shall not be obligatory upon the Mort-
gagor to inquire into the validity of any lien, encumbrance, or claim in advancing money as above authorized, but nothing
herein contained shall be construed as requiring the Mortgagor to advance any money for any purpose not to do any act
under;
(2) That it is the intent hereof to secure payment of said note whether the entire amount shall have been advanced
to the Mortgagor at the date hereof or at a later date, or having been advanced, shall have been repaid in part and further
advanced made at a later date, which advances shall in no event operate to make the principal sum of the indebtedness
greater than the original principal amount plus any amount or amounts that may be added to the mortgage indebtedness
under the terms of this mortgage for the purpose of protecting the security and for the purpose of paying premiums
under Section A(4) above, or for either purpose;
(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 obligation or any extension or renewal thereof, or if proceedings be insti-
tuted to enforce any other lien 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 assignment for the benefit of his creditors or if his property
be placed under control of or in custody of any court or officer of the government, or if the Mortgagor abandon any of
said property, then and in any of said events, the Mortgagor is hereby authorized and empowered, at its option, and with-
out affecting the lien hereby created or the priority of said lien or any right of the Mortgagor hereunder, to declare,
without notice all sums secured hereby immediately due and payable, whether or not such default be remedied by Mort-
gagor, and apply toward the payment of said mortgage indebtedness any indebtedness of the Mortgagor to the Mortgagor,
and said Mortgagor may also immediately proceed to foreclose this mortgage, and in any foreclosure a sale may be made
of the premises in mortgage without offering the several parts separately;

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