

UNOFFICIAL COPY



91133469

REAL ESTATE MORTGAGE

DEPT-01 RECORDING \$13.
15555 TRAN 7335 03/26/91 09:35:00
17899 E * - 9 2 - 1 3 3 4 6 9
COOK COUNTY RECORDER

91133469

ADMITTED FOR RECORDING USE ONLY

This Mortgage, made March 08, 19 91, Witnesseth:
Nicholas J. Wirth and Linda D. Wirth, his wife
whose address is 3153 Charles Street
Melrose Park IL 60164
Mortgagor, mortgages and warrants to AFFILIATED BANK, a state banking corporation, of 3044 Rose Street, Franklin Park,
Illinois 60131, Mortgagee, land and property situated in the Village of
Melrose Park, County of Cook and state of Illinois, described as:

THE NORTH 1/2 OF LOT 245 (EXCEPT THE EAST
120 FEET) AND LOT 246 (EXCEPT THE EAST 120
FEET THEREOF) IN FREDERICK H. BARTLETT'S
GRAND FARM UNIT "G" BEING A SUBDIVISION OF
PART OF THE NORTHWEST 1/4 OF SECTION 29,
TOWNSHIP 40 NORTH, RANGE 12, EAST OF THE
THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE
PLAT THEREOF RECORDED JULY 5, 1939 AS DOCU-
MENT 12936083 IN COOK COUNTY, ILLINOIS.

R3-518
RE TITLE SERVICES #

Commonly known as: 3153 Charles Street Melrose Park IL 60164
Parcel Identification Number 12-29-103-019
together with all buildings and fixtures on the property, whether hereafter placed or now on the property, (herein called the
"property") to secure performance hereof and payment of the sum of \$ 15,050.00
Fifteen Thousand and 00/100 with interest thereon, all
according to a Note dated the same date as this mortgage, from Mortgagor to Mortgagee, and any extensions and renewals
thereof (herein called "Note"), with interest thereon. As provided in the Note which is incorporated herein by referenced.

Mortgagor promises and agrees:

- 1. To pay the Note secured hereby in accordance with its terms.
2. To keep the property insured against fire, windstorm, flood and such other hazards as Mortgagee may require, in an amount
and manner with companies approved by Mortgagee and with the proceeds made payable in the policies to Mortgagee,
and to deliver all policies to Mortgagee. Any insurance proceeds received by Mortgagee may be retained by it and may
at any time or from time to time be applied by it on the Note and shall constitute payment on the Note only to the extent
so applied.
3. To pay all taxes, assessments and water rates levied on the property within 90 days from the first due date thereof and
to deliver the receipts therefor to Mortgagee, and to remove promptly any other liens on the property, except (a) liens
given to Mortgagee, and (b) liens specifically referred to above.
4. To keep the property in good repair.
5. That if Mortgagor defaults in the performance of any of the duties imposed by the above covenants, Mortgagee may per-
form the same and all sums paid by it therefor shall be due and payable by Mortgagor from the time of their payment
by Mortgagee with interest thereon at the highest rate as specified in the Note, and such sums shall be secured by this
Mortgage.
6. Whenever any default should occur, the Mortgagor shall pay to Mortgagee with interest thereon as provided, all costs
and expenses incurred by Mortgagee, including but not limited to the cost of procuring any commitment and continua-
tions thereof, opinion or title or title insurance policy and continuations thereof, Titrons Certificates and similar data and
assurance with respect to title, and such monies and interest shall constitute a further lien upon the premises under this
Mortgage.

13290

UNOFFICIAL COPY

ADDRESS Chicago, IL 60626

1737 W. Howard

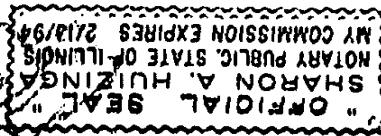
ADDRESS Detroit, MI 48226

Manufacturers Bank
Installment Loans 67MBB

Affiliated Bank

Alien recording to:

This instrument was prepared by:
Jennifer Fischbach for the



My commission expires February 13, 1994
Cook County, Illinois

Sharon A. Huizinga
Notary Public

including the release and waiver of the right of homestead.

The foregoing mortgage was acknowledged before me this 12th day of March 1994 by Nicholas J. Wirth and Linda D. Wirth

STATE OF ILLINOIS)
COUNTY OF Cook) ss.
()
ILLINOIS)

NICHOLAS J. WIRTH
LINDA D. WIRTH

Mortgagor has signed this mortgage the day and year first above written

7. Mortgagor shall notify Mortgagor prior to accelerating the debt following Mortgagor's default. If the default is not cured on or before the date specified in the notice, Mortgagor at its option may require payment in full and shall have the right to foreclose the lien of this mortgage in accordance with law, in equity, or otherwise. Mortgagor shall be entitled to collect all expenses incurred in pursuing the remedies provided by this paragraph, including, but not limited to, reasonable attorney fees and costs of the title evidence.
 8. The term "default" means failure of any of Mortgagor's agreements herein, or failure to pay any money due hereunder or under the Note. The term "Mortgagor" includes Mortgagor's successors and assigns, and the term "Mortgagor" includes and binds the heirs, executors, administrators, legal representatives, successors and assigns of the undersigned. The obligations and lien of this mortgage, if signed by two or more persons, shall be those of all and of any two or more jointly and of each severally. All remedies specified herein shall be cumulative and in addition to any other remedies provided by law.
 9. Mortgagor waives all right of homestead exemption in the property.
 10. In the case of foreclosure by Mortgagor, there shall be allowed all court costs and expenses (which may be estimated as to items to be expended after entry of decree) incurred by Mortgagor, including without limitation reasonable attorneys' fees, stenographers' charges, costs of procuring any title commitment and continuations of such title commitment, opinion on title or title insurance policy and continuations of such opinion or policy, Torrens certificates and similar data and assurances with respect to title covering said foreclosure proceedings, cost of any survey, all costs and expenses of procuring testimony and evidence, and all costs and expense secured by Mortgagor in or with respect to any such suit or proceeding, including, but not limited to, the preparation thereof.
 11. To the full extent Mortgagor may do so, Mortgagor agrees that it will not at any time insist upon, plead, claim or take the benefit or advantage of any law now or hereafter in effect that provides for any appraisal, valuation, stay, extension, reinstatement or redemption, and Mortgagor, to the maximum extent permitted by law, waives all rights of reinstatement, redemption, valuation, appraisal, stay of execution, notice of election to mature or declare due the whole of the indebtedness and marshaling in the event of foreclosure of the lien created by this Mortgage.
 12. In the case of a proceeding to foreclose the lien of this Mortgage by Mortgagor in any court of law or equity, prior to the entry of judgment in such proceeding Mortgagor shall be entitled to possession of the mortgaged property upon a showing that there is a reasonable probability that Mortgagor will prevail at the final hearing in the cause, unless Mortgagor can show good cause why Mortgagor should not receive possession of the mortgaged property.
- If Mortgagor is placed in possession of the mortgaged property pursuant to the preceding paragraph, Mortgagor shall have such power and authority with respect to the mortgaged property, including the right to receive the rents, issues and profits of the mortgaged property, as are conferred upon Mortgagor by the terms of this Mortgage, including the powers, duties and liabilities of a receiver appointed for the mortgaged property by the court. In an order placing Mortgagee in possession is modified, revoked or set aside, Mortgagor shall not be liable for any damages to the extent such damages arise solely out of the fact that Mortgagor was removed from possession or that Mortgagee was placed in possession. Mortgagee shall be entitled to reimbursement for reasonable costs, expenses and third party management fees incurred in connection with such possession.

Property of Cook County, Illinois

91133469