

912637 Cook  
6/16

THE GRANTOR PATRICIA I. KARNER, DIVORCED AND NOT SINCE REMARRIED

of the Village of Palos Hills, County of Cook, State of Illinois for and in consideration of TEN AND NO/100 (\$10.00)----- DOLLARS,

in hand paid, CONVEY(S) and WARRANT(S) to

ROY J STANDISH, A BACHELOR  
AND DAWN G ZICKUS, A SPINSTER  
6625 WEST 175TH PLACE  
TINLEY PARK, IL  
(NAMES AND ADDRESS OF GRANTEES)

DEPT-01 RECORDING \$13.29  
T#7777 TRAN 0937 06/18/91 09:33:00  
#2720 + G \* -91-292603  
COOK COUNTY RECORDER

(The Above Space for Recorder's Use Only)

not in Tenancy in Common, but in JOINT TENANCY, the following described Real Estate situated in the County of Cook in the State of Illinois, to wit:

PARCEL I: Area No. 3 (except the East 147.34 feet thereof) in Lot 14 of Palos Riviera Unit No. 5, being a Subdivision of part of the Northwest 1/4 of Section 23, Township 37 North, Range 12, East of the Third Principal Meridian, in Cook County, Illinois.

PARCEL II: Easements to and for the benefit of Parcel 1 as set forth in the Plat of Palos Riviera Unit No. 5 recorded March 6, 1973 as Document 22240901 for ingress and egress and as created by Deed from Prestige Construction Company, Inc. to William O. Kusch and Adeline T. Kusch, recorded as Document 22510308, in Cook County, Illinois.

hereby releasing and waiving all rights under and by virtue of the Homestead Exemption Laws of the State of Illinois. TO HAVE AND TO HOLD said premises not in tenancy in common, but in joint tenancy forever.

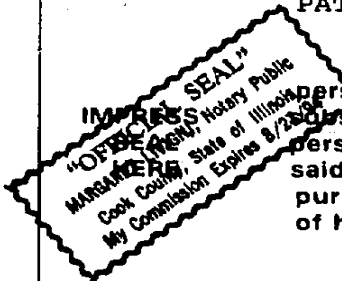
Permanent Real Estate Index Number(s): 23-23-112-053

Address(es) of Real Estate: 24 Cour Masson, Palos Hills, IL

DATED May 31 1991

PLEASE PRINT OR TYPE NAME(S) BELOW  
Patricia I. Karner (SEAL)  
PATRICIA I. KARNER (SEAL)  
91292603

SIGNATURE(S)  
State of Illinois, County of Cook ss. I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that PATRICIA I. KARNER, DIVORCED AND NOT SINCE REMARRIED



personally known to me to be the same person(s) whose name(s) is/are described to the foregoing instrument, appeared before me this day in person, and acknowledged that he signed, sealed and delivered the said instrument as HER free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

Given under my hand and official seal, this 31<sup>st</sup> day of May 1991

Commission expires 8-27 1994 Margaret Ludig

NOTARY PUBLIC

This instrument was prepared by Edward G. Wells 132 S. Northwest Hwy. Palatine 60067

MAIL TO

GREGORY A. PAPIERNIK  
GLOUR DEWVILLE  
PALOS HILLS, IL 60465  
(City, State and Zip)

SEND SUBSEQUENT TAX BILLS TO:  
ROY J. STANDISH  
24 COUR MASSON  
PALOS HILLS, IL 60465  
(City, State and Zip)

OR RECORDER'S OFFICE BOX NO

Vertical signature and stamp on the right margin.

# UNOFFICIAL COPY

808881E

State of Illinois  
Department of Revenue

THE GRANOR...  
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STATE OF ILLINOIS  
REAL ESTATE TRANSFER TAX  
REVENUE  
88.50

REAL ESTATE TRANSACTION TAX  
...

OFFICIAL  
...  
...

91292603

861.50  
43.25

OF AM

within a reasonable time any buildings or improvements now or hereafter existing on the Property. To appear in and defend any proceeding which in the opinion of the Mortgagee affects its security hereunder, and to pay all costs, expenses and attorney's fees incurred or paid by the Mortgagee in any proceeding in which it may be made a party defendant by reason of this Mortgage, and (14) To perform all obligations under any prior mortgage or other encumbrance which is senior to this Mortgage and affecting the Property.

B This Mortgage and the Agreement provide for additional loans which may be made at the option of the Mortgagee and secured by this Mortgage and it is agreed that in the event of such loans the amount thereof may be added to the mortgage debt and shall increase the unpaid balance of the indebtedness evidenced by the Agreement hereby secured by the amount of such loan and shall be a part of said indebtedness under all the terms of the Agreement. In no event, however, shall such additional loans exceed an amount equal to four times the principal amount stated in the Agreement.

C That in case of failure to perform any of the covenants herein, Mortgagee may deem Mortgagee to be half everything so covenanted, that said Mortgagee may also do any act it may deem necessary to protect the lien hereof, that Mortgagee will repay upon demand any moneys paid or disbursed by Mortgagee for any of the above purposes and such moneys together with interest thereon at the rate payable from time to time on outstanding principal under the Agreement shall become so much additional indebtedness secured by this Mortgage with the same priority as the original indebtedness and may be included in any judgment foreclosing this Mortgage and be paid out of the rents or proceeds of sale of the Property if not otherwise paid, that it shall not be obligatory upon the Mortgagee to inquire into the validity of any lien, encumbrance or in advancing moneys as above authorized, but nothing herein contained shall be construed as requiring the Mortgagee to advance any moneys for any purpose nor to do any act hereunder, and the Mortgagee shall not incur any personal liability because of anything it may do or omit to do hereunder.

D That it is the intent hereof to secure payment of the indebtedness due under the Agreement whether the entire amount shall have been advanced to the Mortgagee at the date hereof or a later date, or having been advanced shall have been repaid in part and further advances made at a later date under the terms of this Mortgage and the Agreement.

E That if all or any part of the Property, or any interest therein, or if the Mortgagee is a land trust, if all or any part of the beneficial interest in said trust is sold, transferred or assigned by the beneficiaries without the prior consent of the Mortgagee, excluding (a) the creation of a lien or other encumbrance subordinate to this Mortgage, (b) the creation of a purchase money security interest for household appliances, (c) a transfer by devise, descent, or by obligation of law upon the death of a joint tenant, or (d) the grant of any leasehold interest of three years or less not containing an option to purchase, Mortgagee may, at Mortgagee's option, declare without notice all of the sums secured by this Mortgage to be immediately due and payable.

Subject to the terms of this paragraph, in the event the ownership of the Property or any part thereof becomes vested in a person other than the Mortgagee, the Mortgagee may, without notice to the Mortgagee, deal with such successors in interest with reference to this Mortgage and the indebtedness hereby secured in the same manner as with the Mortgagee, and may forbear to sue or make demand for payment of the indebtedness, secured hereby, without discharging or in any way affecting the liability of the Mortgagee hereunder or upon the indebtedness hereby secured.

F That time is of the essence hereof, and in default be made in performance of any covenant contained herein or in the Agreement, or in making any payment under the Agreement or any extension or renewal thereof, or a proceeding be instituted to enforce any other lien or charge upon any of the Property, or upon the filing of a proceeding in bankruptcy by or against the Mortgagee, or if the Mortgagee shall make an assignment for the benefit of his creditors or if his property be placed under control or in custody of any court, or if the Mortgagee abandons any of the Property, or in the event of the transfer of, or agreement to transfer, any right, title or interest in the Property or any portion thereof not otherwise permitted hereunder, or if the Mortgagee fails to complete within a reasonable time, any building or buildings now or at any time in process of erection upon the Property, or upon the filing of a suit to condemn all or a part of the Property, then and in any of said events, the Mortgagee is hereby authorized and empowered, at its option, and without affecting the lien hereby created or the priority of said lien or any right of the Mortgagee hereunder, to declare, without notice, all sums secured hereby immediately due and payable, whether such default be remedied by the Mortgagee, and apply toward the payment of the Mortgage indebtedness any indebtedness of the Mortgagee to the Mortgagee and the Mortgagee may also immediately proceed to foreclose this Mortgage, and in any foreclosure sale may be made of the Property en masse without offering the several parts separately. That in the event that the ownership of the Property or any part thereof, becomes vested in a person other than the Mortgagee and any part of the sums secured hereby remain unpaid, and in the further event that the Mortgagee does not elect to declare such sums immediately due and payable, the Mortgagee shall pay a reasonable fee to the Mortgagee to cover the cost of amending the records of the Mortgagee to show the change of ownership.

G That upon the commencement of any foreclosure proceeding hereunder, the court in which the suit is filed may, at any time, either before or after sale, and without notice to the Mortgagee, or any party claiming under him, and without regard to the solvency of the Mortgagee or the then value of the Property, or whether the same shall then be occupied by the owner of the equity of redemption as a homestead, appoint a receiver with power to manage and rent and to collect the rents, issues and profits of the Property during the pendency of such foreclosure suit and the statutory period of redemption and such rents, issues and profits, when collected, may be applied before as well as after the sale, towards the payment of the indebtedness, costs, taxes, insurance or other items necessary for the protection and preservation of the Property, including the expenses of such receivership, or on any deficiency judgment whether there be a judgment therefor in personam or not, and if a receiver shall be appointed he shall remain in possession until the expiration of the full period allowed by statute for redemption, whether there be redemption or not, and until the issuance of deed in case of sale, but if no deed be issued, until the expiration of the statutory period during which it may be issued, and no lease of the Property shall be allowed by the appointment of entry in possession of a receiver but he may elect to terminate any lease junior to the lien hereof, and upon the foreclosure of the Property there shall be allowed and included as an additional indebtedness in the judgment of sale all expenditures and expenses together with interest thereon at the rate of 12% per annum or the rate under the Agreement, whichever is higher, which may be paid or incurred by or on behalf of Mortgagee for attorney's fees, Mortgagee's fees, appraiser's fees, surveys, outlays for exhibits attached to pleadings, documentary and expert evidence, stenographer's fees, court costs, publication costs and costs (which may be estimated as to and include items to be expended after the entry of the judgment, including attorney's fees) procuring all abstracts of title, title searches, title examinations and reports, title insurance policies, Torrens certificates and similar data and assurances with respect to title as Mortgagee may reasonably deem necessary either to prosecute such suit or to evidence to buyers of any sale held pursuant to such judgment the true title to or value of the Property, all of which aforesaid amounts together with interest as herein provided shall be immediately due and payable by the Mortgagee in connection with (a) any proceeding, including probate or bankruptcy proceedings to which either party hereto shall be a party by reason of this Mortgage or the Agreement hereby secured, (b) preparations for the commencement of any suit for the foreclosure, hereof after the accrual of the right to foreclose, whether or not actually commenced, or (c) preparations for the defense of or intervention in any threatened or contemplated suit or proceeding which might affect the Property or the security hereof, whether or not actually commenced. In the event of a foreclosure sale of the Property there first shall be paid out of the proceeds thereof all of the aforesaid items, then the entire indebtedness whether due and payable by the terms hereof, the interest due thereon up to the time of such sale, and the overplus, if any shall be paid to the Mortgagee, and the purchaser shall not be obliged to see to the application of the purchase money.

H In case the Property, or any part thereof, shall be taken by condemnation, the Mortgagee is hereby empowered to collect and receive all compensation which may be paid for any of the Property taken or for damages to any of the Property not taken and all condemnation compensation so received shall be forthwith applied by the Mortgagee as it may elect, to the immediate reduction of the indebtedness secured hereby, or to the repair and restoration of any of the Property so damaged, provided that any excess over the amount of the indebtedness shall be delivered to the Mortgagee or his assignee.

I All easements, rents, issues and profits of the Property are pledged, assigned and transferred to the Mortgagee, whether now due or hereafter to become due, under or by virtue of any lease or agreement for the use or occupancy of the Property, or any part thereof, whether said lease or agreement is written or verbal, and it is the intention hereof to pledge said rents, issues and profits on a parity with the Property and not secondarily and such pledge shall not be deemed merged in any foreclosure judgment and (a) to establish an absolute transfer and assignment to the Mortgagee of all such leases and agreements and all the avails thereunder, together with the right in case of default, either before or after foreclosure sale, to enter upon and take possession of, manage, maintain and operate the Property, or any part thereof, make leases for terms deemed advantageous to it, terminate or modify existing or future leases, collect said avails, rents, issues and profits, regardless of when earned, and use such measures whether legal or equitable as it may deem proper to enforce collection thereof, employ renting agents or other employees, alter or repair the Property, buy furnishings and equipment therefor when it deems necessary, purchase adequate fire and extended coverage and other forms of insurance as may be deemed advisable, and in general exercise all powers ordinarily incident to absolute ownership, advance or borrow money necessary for any purpose herein stated to secure which a lien is hereby created on the Property and on the income therefrom which lien is prior to the lien of any other indebtedness hereby secured, and out of the income retain reasonable compensation for itself, pay insurance premiums, taxes and assessments, and all expenses of every kind including attorney's fees incurred in the exercise of the powers herein given, and from time to time apply any balance of income not, in its sole discretion, needed for the aforesaid purposes, first on the interest and then on the principal of the indebtedness hereby secured, before or after any judgment of foreclosure, and on the deficiency in the proceeds of sale, if any, whether there be a judgment in personam therefor or not. Whenever all of the indebtedness secured hereby is paid, and the Mortgagee, in its sole discretion, feels that there is no substantial uncorrected default in performance of the Mortgagee's agreements herein, the Mortgagee, on satisfactory evidence thereof, shall relinquish possession and pay to Mortgagee any surplus income in its hands. The possession of Mortgagee may continue until

# UNOFFICIAL COPY

691292589



COMMERCIAL NATIONAL BANK OF BERwyn  
3322 South Oak Park Avenue  
Berwyn, Illinois 60402

THIS INSTRUMENT PREPARED BY

Notary Public

19 91

18th day of May

I, the undersigned Notary Public in and for said County, in the State of Illinois, do hereby certify that Thomas Dub, Jr. and Virginia Dub, his wife (if they are both living) are the same person or persons whose name or names is or are subscribed to the foregoing mortgage, appeared before me this day in person and acknowledged that they signed, sealed and delivered the said mortgage as their free and voluntary act for the uses and purposes therein set forth, including the release and waiver of all rights under any homestead, exemption and valuation laws.

STATE OF ILLINOIS }  
COUNTY OF }  
SS

THOMAS DUB, JR. X  
VIRGINIA DUB X  
Notary Public

IN WITNESS WHEREOF, we have hereunto set our hands and seals this 18th day of May 19 91

N Upon payment of all sums secured by this Mortgage and termination of the Agreement, Mortgagee shall release this Mortgagee.  
M This Mortgage shall be governed by the law of the State of Illinois. In the event that any provision or clause of this Mortgage or the Agreement conflicts with applicable law, such conflict shall not affect other provisions of this Mortgage and the Agreement are declared to be severable.  
L That each right, power and remedy conferred by this Mortgage or the Agreement upon the Mortgagee is cumulative of every other right or remedy of the Mortgagee, whether herein or by law conferred, and may be enforced concurrently therewith, that no waiver by the Mortgagee of performance of any covenant contained herein or in the Agreement shall thereafter affect the right of Mortgagee to require or enforce performance of the same or any other of said covenants, that wherever the context hereof requires, the masculine gender as used herein, shall include the feminine and the neuter, and singular number, as used herein, shall include the plural, that all rights and obligations under this Mortgage shall extend to and be binding upon the respective heirs, executors, administrators, successors and assigns of the Mortgagee, and the successors and assigns of the Mortgagee, and that the powers herein mentioned may be exercised as often as occasion therefor arises.  
K Mortgagee may make or cause to be made reasonable entries upon and inspections of the Property, provided that Mortgagee shall give Mortgagee notice prior to any such inspection specifying reasonable cause therefor related to Mortgagee's interest in the Property.  
J Mortgagee shall be given in another manner, (a) any notice to Mortgagee provided for in this Mortgage shall be given by mailing such notice by regular mail, addressed to Mortgagee at the Property address or at such other address as Mortgagee may designate by notice to Mortgagee as provided herein, and (b) any notice to Mortgagee shall be given by certified mail, return receipt requested to Mortgagee's address stated herein or to such other address as Mortgagee may designate by notice to Mortgagee when given in the manner designated herein.  
I This Mortgage shall be governed by the law of the State of Illinois. In the event that any provision or clause of this Mortgage or the Agreement conflicts with applicable law, such conflict shall not affect other provisions of this Mortgage and the Agreement are declared to be severable.  
H Upon payment of all sums secured by this Mortgage and termination of the Agreement, Mortgagee shall release this Mortgagee.