

405

# UNOFFICIAL COPY

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## REAL ESTATE MORTGAGE

. DEPT-01 RECORDING \$13.00  
 . T45555 TRAN 2881 06/21/91 13:01:00  
 . #2145 + E \*-91-302879  
 . COOK COUNTY RECORDER

ABOVE SPACE FOR RECORDER'S USE ONLY

This Mortgage, made \_\_\_\_\_, May 24, 1991, Witnesseth:  
Jeanne L. DeLiberto, a widow

whose address is 3238 S. 49th Avenue  
Cicero IL 60650

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 Cicero County of Cook and state of Illinois, described as:

**PARCEL 2:**

LOT 7 IN BLOCK 2 IN DOLESE AND OTHERS RESUB-DIVISION OF BLOCK THIRTY-FOUR (34) IN HAWTHORNE, A SUBDIVISION OF THE SOUTHEAST QUARTER (1/4) OF SECTION 28, AND THE NORTH HALF OF THE NORTH EAST QUARTER (1/4) OF SECTION 33, TOWNSHIP 39 NORTH, RANGE 3, EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS.

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Commonly known as: 3238 S. 49th Avenue Cicero IL 60650

Parcel Identification Number 16-32-217-020

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 \$ 10,000.00

Ten 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 perform 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 continuations thereof, opinion or title or title insurance policy and continuations thereof, Torrens 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.

(A)  
 RTG-520-U  
 RE: TITLE SERVICES #

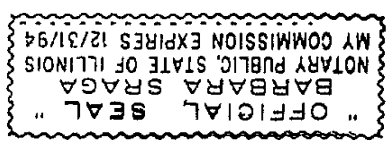
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# UNOFFICIAL COPY

NAME (Must be a natural person)  
Jennifer Fischbach  
411 W. Lafayette  
Detroit, MI 48226  
Address  
7952 North Lincoln  
Skokie, IL 60077

After recording to: *Boyle 169*

My commission expires *12-31-99*  
NOTARY PUBLIC  
Cook County, Illinois  
Barbara Sraga



including the release and waiver of the right of homestead

The foregoing mortgage was acknowledged before me this *3rd* day of *May* 19 *99* by *Jeanne L. Deliberto*

STATE OF ILLINOIS )  
COUNTY OF )  
) ss )

Mortgagee has signed this mortgage the day and year first above written  
*Jeanne L. De Liberto*  
JEANNE L. DELIBERTO

7. Mortgagee shall notify Mortgagee prior to accelerating the debt following Mortgagee's default. If the default is not cured on or before the date specified in the notice, Mortgagee 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. Mortgagee shall be entitled to collect all expenses incurred in pursuing the remedies provided by this paragraph, including, but not limited to, reasonable attorneys' fees and costs of the title evidence.
  8. The term "default" means failure of any of Mortgagee's agreements herein, or failure to pay any money due hereunder or under the Note. The term "Mortgagee" includes Mortgagee'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. Mortgagee waives all right of homestead exemption in the property.
  10. In the case of foreclosure by Mortgagee, 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 Mortgagee, 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 Mortgagee in or with respect to any such suit or proceeding.
  11. To the full extent Mortgagee may do so, Mortgagee 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 Mortgagee, in 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 Mortgagee in any court of law or equity, prior to the entry of judgment in such proceeding Mortgagee shall be entitled to possession of the mortgaged property upon a showing that there is a reasonable probability that Mortgagee will prevail at the final hearing in the cause, unless Mortgagee can show good cause why Mortgagee should not receive possession of the mortgaged property.
- If Mortgagee is placed in possession of the mortgaged property pursuant to the preceding paragraph, Mortgagee 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 Mortgagee by the terms of this Mortgage, including the powers, duties and liabilities of a receiver appointed for the mortgaged property by the court. It is an order placing Mortgagee in possession is modified, revoked or set aside, Mortgagee shall not be liable for any damages to the extent such damages arise solely out of the fact that Mortgagee 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.
- Mortgagor has signed this mortgage the day and year first above written

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Property of CO