Pamela Lillienberg 1836 N. Broadway Melrsoe Park, IL

AMERICAN NATIONAL BANK OF MELROSE PARK 1836 North Broadway - Melrose Park, Illinois 80160

1836 North Broadway - Metrose Park, Illinois 60160 Telephone (312) 450-3700

MAIL TO

MORTGAGE

<u> </u>		_ County of	Cook		State of Illinois, herei	nafter referred to
as the Mortgagor, does hereby Mort		to N NATIONAL BA	MK OE MEI BO		•	
a banking association organized and ing real estate, situated in the Count	existing under the	e laws of the Unit	ed States, herei	naiter reie	rred to as the Mortga	gee, the follow-
THE SOUTH 37.6 FEET OF OF THE NORTHWEST 1/4 OPRINCIPAL MERIDIAN, IN	F SECTION 9	, TOWNSHIP	42 NORTH,	BEING RANGE	A RESUBDIVIS	E THIRD
PIN: 03-09-407-036-00	00	en e	e de la Companya de La Companya de la Companya de l	eras je		
			Illinois	60090		

TOGETHER with the rents, issues and profits thereof which are hereby assigned, transferred and set over unto the Mortgagee, whether now due or which may here later become due under or by virtue of any lease whether written or verbal, or any agreement for the use or occupancy of said property, or an, part or parts thereof, which may have been heretolore, or may be hereafter made or agreed to, or which may be made and agreed in by the Mortgagee under the power herein granted to lit; it being the intention hereby to establish an absolute transfer and assignment to the Mortgagee of all such leases and greements existing or to hereafter exist for said premises, and to use such measures, legal or so litable, as in its discretion may be deemed proper or necessary to enforce the payment or security of such avails, rents, issues and profits, or to secure and maintain possession of said premises, or any portion thereof, and to fill any and all vacancles and to rent, lease of the payment of said premises to any party or parties, at its discretion, with power to use and apply said avails, issues and profits to the payment of all expenses, care and management of said premises, including taxes and assessments, and to the payment of any indebtednous performance.

ovens, water heaters, washe s, unars and disposal units all of which are declared to be a part of said real estate whether physically

TO HAVE AND TO HOLD the said property, with said apparences, apparatus and fixtures, unto said Mortgages forever, for the uses herein set forth, free from all rights and benefits uncer any statute of limitations and under the Homestead Exemption Laws of the State of Illinois, which said rights and benefits the said Mortgi, gor foes hereby release and waive.

Upon payment of the obligation hereby secured, and performing of all obligations under this mortgage and the note secured by it, said note shall be marked paid and delivered to the maker of his a signee, together with his mortgage dully cancelled. A reasonable fee shall be paid for cancellation and release.

TO SECURE:

attached thereto or not.

1. The payment of a note and the performance of the obligation therein comained executed and delivered concu	
by the Mortgagor to the Mortgages in the sum of Sixty Eight Thousen, and 00/100	
(\$ 68.0	00.00
Dollars, which is payable as provided in said note until said indebtedness is paid in ful.	

of the security, interest and cost; and

3. All of the covenants and agreements in said note (which is made a part of this mortgage control) and this mortgage.

A. THE MORTGAGOR COVENANTS:

(1) To pay all taxes, assessments, hazard insurance premiums and other charges when due; (2) keep the inprovements now of hereafter upon said premises insured against damage by fire, windstorm and such other, hazards of liability as "in Mortgagee may require to be insured against until said indebtedness is fully paid, or in case of foreclosure, until expiration of the or of of redemption, for the full insurance value thereof, in such companies and in such form as shall be satisfactory to the Mortgagee, or on insurance policies shall remain with the Mortgagee during said period or periods, and contain the usual clause making them properly agree, and in case of foreclosure sale payable to the owner of the certificate of sale; and in case of loss, the Mortgagee is on the Mortgagee, and in case of loss, the Mortgagee is authorized to adjust, collect and compromise, in its discretion, all claims under such policies, and the Mortgager agrees to sign, upon on and, all receipts, vouchers and releases required of him by the insurance companies; the Mortgagee is authorized in its discretion to apply the proceeds of any such insurance to the discharge of any obligation insured against, to a restoration of the property or to the indebtedness of the Mortgager and any application to the indebtedness shall not relieve the Mortgager from making monthly payments until the febt is paid in full; (3) to apply for, secure, assign to Mortgagee and carry such disability insurance and life insurance may be required in an amount not in excess of the unpaid balance of the debt secured by this mortgage and such life insurance may be required in an amount not in excess of the unpaid balance of the debt secured by this mortgage and such life insurance may be of such property, and to maintain the same in good condition and repair; (5) to promptly pay all bills for such repairs and all other expenses incident to the ownership of said property in order that no lien or mechanics or materialmen shall attach to said property. (6) not to suffer o

THE MORTGAGOR FURTHER COVENANTS:

(1) That in case of his failure to perform any of his coverants herein, the Mortgagee may do on behalf of the Mortgager everything so coveranted: that said Mortgagee may also do any act it may deem necessary to protect the iten of this mortgage; and that the

FORM 9100-

Mortgagor will immediately repay any money paid or disbursed by the Mortgagee for any of the above purposes, and such moneys together with interest thereon at the highest rate for which it is then lawful to contract shall become so much additional indebtedness secured by this mortgage and may be included in any decree foreclosing this mortgage and be paid out of the retts or proceeds of the sale of said premises, if not otherwise paid; that it shall not be obligatory upon the Mortgagee to inquire into the validity of any lien encumbrance or claim in advancing moneys in that behall as above authorized, but nothing herein contained shall be construed as requiring the Mortgagee to advance any moneys for any purpose not to do any act hereunder; that the Mortgage shall not incur perconal flability because of anything it may do or omit to do hereunder;

- (2) That in the event the ownership of said property or any part thereof becomes vested in a person or entity other than the Mortgagor, the Mortgagor may, witout notice to the Mortgagor, deal with such successor or successors in interest with reference to this mortgage and the debt hereby secured in the same manner as the Mortgagor, and may forbear to sue or may extend time for payment of the debt secured hereby without discharging or in any way affecting the liability of the Mortgagor hereunder or upon the debt hereby secured:
- (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 any extension or renewal thereof, or if proceedings be instituted to enforce any other lien or charge upon any of said property, or upon the filling of a proceeding in bankruptcy by or against the Mortgagor, or if the Mortgagor shall make an assignment for the benefit of creditors or if the property of the Mortgagor be placed under control of or in custody of any court, or if the Mortgagor abandon any of said property, or if the Mortgagor shall sell said property under a control for deed, then and in any of said events, the Mortgagoe is hereby authorized and empowered, at its option, and without affecting the filen hereby created or the priority of said lien or any right of the Mortgagoe hereunder, to declare, without notice, all sums secured hereby immediately due and payable, whether or not such default be remedied by the Mortgagoe, and apply toward the payment of said mortgage indebtedness any indebtedness of the Mortgagoe to the Mortgagor, and said Mortgagoe may also immediately proceed to forectose this mortgage.
- 4. When the indebtedness hereby secured shall become due whether by acceleration or otherwise, Mortgagee shall have the right to foreclose the iten hereof, there shall be allowed and included as additional indebtedness in the decree for the lexical expenditures and expenses which may be paid or incurred by or on behalf of Mortgagee for attorneys' less, appraiser's tess, or may for documentary and expenses which may be paid or incurred by or on behalf of Mortgagee for attorneys' less, appraiser's tess, or may for documentary and expent evidence, stenographers' charges, publication costs and costs (which may be estimated as to item, to be expended after entry of the decree) of procuring all such abstracts of title, title searches, and examinations, title insurance policities. If the respect to the searches and examinations ability necessary either to prescute such suit or to evidence to bidders at any sale which may be had pursuant to such decree the true condition of the title to or the value of the premises. All expenditures and expenses of the nature in this paragraph mentioned shall become so much additional indepted to the premises and immediately due and payable, with interest thereon at the highest rate permitted by titinois law, when paid or incurred by Mortgagee in connection with (a) any proceeding, including probate and bankruptcy proceedings, to which the Mortgage is shall be a party, either as plaintiff, claimant or defendant, by reason of this mortgage or any indebtedness hereby secured; or (b) preparations for the defense of any actual or threatened suit or proceeding which might affect the premises or the security hereof.
- 5. The proceeds of any foreclosure sale of the premises shall be distributed and applied in the following order of priority: First, on account of all costs and expenses incident to the fireclosure proceedings, including all such items as are mentioned in the preceding parsgraph hereot; second, all other items which under the terms hereof constitute secured indebtedness additional to that evidenced by the note, with interest thereon as herein provided, third, all principal and interest remaining unpaid on the note; fourth, any overplus to Mortgagor, the heirs, legal representative or assistant of the Mortgagor, as their rights may appear.
- 6. Upon or at any time after the filing of a complete to loreclose this mortgage the court in which such complaint is filed may appoint a receiver of said premises. Such appointment only be made either before or after sale, without notice, without regard to the solvency or insolvency of Mortgagor at the time of application to, such receiver and without regard to the then value of the premises or whether the same shall be then occupied as a homestead or not, and the Mortgagoe may be appointed as such receiver. Such receiver shall have power to collect the rents, issues and profits of said nemises during the pendency of such foreclosure suit and, in case of a sale and a deficiency, during the full statutory period of redemption, whether there be redemption or not, as well as during any further times when Mortgagor, except for the intervention of such receiver, would be entitled to collect such rents, issues and profits, and all other powers which may be necessary or are usual in such cases to the profection, possession, control, management and operation of the premises during the whole of said period. The court from time to time may authorize the receiver to apply the net income in his special assessment or other lien which may be or become superior to the lien hereof or of such decree, provided such application is made prior to foreclosure sale; (2) the deficiency in case of a sale and deficiency.
- 7. That each right, power and remedy herein conterred upon the Mortgages is cumulative of every other right or remedy of the Mortgages, whether herein or by law conterred, and may be enforced, concurrently the ewith; that no waiver by the Mortgages of performance of any covenant herein or in said obligation contained shall thereafter in any remer affect the right of Mortgages, to require or enforce performance of the same or any other of said covenants; that wherever the too lext hereof requires, the masculine gender, as used herein, shall include the feminine, and the singular number, as used herein, shall include the feminine, and the singular number, as used herein, shall include the plural; that all rights and obligations under this mortgage shall extend to and be binding on the respective heirs, executors a universations, successors and assigns of the Mortgages;

8. That in the event title shall be conveyed to any person or persons, firm, trust or corporation, other than the undersigned or any one or more of them, then the Mortgagee after such transfer of title shall have the right to adjust the right and interest to be paid under the terms of the note secured hereunder. Whenever the Mortgagee, or its successors or assigns, shall increase the rate of interest in accordance with the foregoing provision, it shall give written notice specifying the new rate; and the other of such transfer or conveyance.

increase shall be the date of suc	oing provision, it shall give th transfer or conveyance.		the new rate; and the differtive da	
IN WITHESS WHEREOF.	each of the undersigned (nas hereunto set his hand	and seal this <u>18th</u> (ay pl_	september
Hitzhell B. Zvolper	/m	(SEAL)		(SEAL)
(x) Koliesta Z	Zvolnen	(SEAL)	the state of the s	(SEAL)
Roberta L. Zvolner State of Illinois) SS County of Cook)	1992 95	T -1 AM II: 20	92728288	
	LESKE	hall B Zuolner	and Roberta L. Zvolne	
personally known to me to be th	e same person or persons	whose name or names	are acknowledged that they	
and delivered the said Instrume	nt as <u>their</u> fre	ee and voluntary act, for th	e uses and purposes therein set	forth, including the
		A HU	Kliske -	err yn oannarrif gan gyff V. Erra oaldroo o'i rygello y M
My commission expires the	day of	MAY A	₹	CIAL SEAL

My Commission Expires 05/18/94