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THIS INDENTURE, made February 27, 1992, between

HENRY W. SURMA AND DEBORAH A. SURMA, HIS
WIFE17218 Shetland Dr., Tinley Park, IL
(NO AND STREET) CITY STATE

herein referred to as "Mortgagors," and

TRIBUNE EMPLOYEE'S CREDIT UNION

435 N. MICHIGAN AVE., CHICAGO, IL
(NO AND STREET) CITY STATE

herein referred to as "Mortgagee," witnesseth

Above Space For Recorder's Use Only

THAT WHEREAS the Mortgagors are justly indebted to the Mortgagee upon the installment note of even date herewith, in the principal sum of THIRTY FIVE THOUSAND EIGHT HUNDRED ONE AND NO ONE HUNDREDS DOLLARS \$35,801.00, payable to the order of and delivered to the Mortgagee, and by which note the Mortgagors promise to pay the said principal sum and interest at the rate and in installments as provided in said note, with a final payment of the balance due on the 26th day of February 2002, all of said principal and interest are made payable at such place as the holders of the note may, from time to time, in writing appoint, and in absence of such appointment, then at the office of the Mortgagee at CHICAGO TRIBUNE EMPLOYEE'S CREDIT UNION 435 N. MICHIGAN, CHICAGO, IL 60610

NOW, THEREFORE, the Mortgagors to secure the payment of the said principal sum of money and said interest in accordance with the terms, provisions and limitations of this mortgage, and the covenants and agreements herein contained, by the Mortgagors to be performed, and also in consideration of the sum of One Dollar and undivided receipt whereof is hereby acknowledged, do by these presents CONVEY AND WARRANT unto the Mortgagee, and the Mortgagee's successors and assigns, the following described Real Estate and all of their estate, right, title and interest therein, situate, lying and being in the

Tinley Park COUNTY OF Cook

AND STATE OF ILLINOIS, to wit

LOT 41 IN ANDREW HIGHLANDS UNIT 3, BEING A SUBDIVISION OF PART OF THE WEST 1/2 OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 27, TOWNSHIP 36 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

• DEPT-03 RECORDING \$23.00
• T#4444 TRAN 8598 05/11/92 16:36:00
• #0195 + 472 321089
COOK COUNTY RECORDER

which, with the property hereinafter described, is referred to herein as the "premises."

Permanent Real Estate Index Number(s): 27-27-409-010, VOLUME 147

Address(es) of Real Estate: 17218 Shetland Dr., Tinley Park, IL

THIS IS A JUNIOR MORTGAGE

TOGETHER with all improvements, tenements, easements, fixtures, and appurtenances thereto belonging, and all rents, issues and profits thereof for so long and during all such times. Mortgagors may be called therefrom which are pledged primarily and principally unto said real estate, and not secondarily, and all apparatus, equipment or articles now or hereafter taken or thereon used to supply heat, gas, air conditioning, water, light, power, refrigeration (whether single units or centrally controlled), and ventilation, including (without restricting the foregoing), screens, window shades, storm doors and windows, floor coverings, major beds, awnings, stoves and water heaters. All of the foregoing are declared to be a part of said real estate whether physically attached thereto or not, and it is agreed that all similar apparatus, equipment or articles hereafter placed in the premises by Mortgagors or their successors or assigns shall be considered to constitute part of the real estate.

TO HAVE AND TO HOLD the premises above the Mortgagee, and the Mortgagee's successors and assigns, forever, for the purposes, and upon the uses herein set forth, free from all rights and benefits, and by virtue of the Homestead Exemption Laws of the State of Illinois, which said rights and benefits the Mortgagors do hereby expressly release and waive.

The name of a record owner: Henry W. Surma and Deborah Surma, his wife

This mortgage consists of two pages. The covenants, conditions and provisions appearing on page 2 (the reverse side of this mortgage) are incorporated herein by reference and are a part hereof and shall be binding on Mortgagors, their heirs, successors and assigns.

Witness the hand and seal of Mortgagor the day and year first above written

Henry W. Surma
HENRY W. SURMA

(Seal)

Deborah A. Surma
DEBORAH A. SURMA

(Seal)

State of Illinois, County of Cook

I, the undersigned, a Notary Public in and for said County

Henry W. Surma and Deborah A. Surma

DO HEREBY CERTIFY that

"OFFICIAL SEAL"

John R. Ruddy, personally known to me to be the same person as whose name is

BEARER, John R. Ruddy, Notary Public, State of Illinois

My Commission Expires 10/15/92

I have signed and sealed this instrument as my act, freely and voluntarily, for the uses and purposes therein set forth, including the release and waiver of the

Given under my hand and official seal, this

27th day of February 1992

Commission expires 10/15

This instrument was prepared by

MAIL TO
JOHN R. RUDDY
CHICAGO

John R. Ruddy, 527 S. Wells St., Chicago, IL

NAME AND ADDRESS

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THE COVENANTS, CONDITIONS AND PROVISIONS REFERRED TO ON PAGE 1 (THE REVERSE SIDE OF THIS MORTGAGE):

1. Mortgagors shall (1) promptly repair, restore or rebuild any buildings or improvements now or hereafter on the premises which may become damaged or be destroyed, (2) keep and preserve in good condition and repair, without waste, and free from encumbrance or other liens or claims for fees not expressly subordinated to the lien of the mortgage which may be created by a lien or charge on the premises superior to the lien hereof, and upon request give satisfactory evidence of the payment of all amounts due under the mortgage, (3) complete within a reasonable time any building or addition now or at any time under construction on the premises, (4) comply with all requirement of law or municipal ordinances with respect to the premises and the structures thereon, and make no material alterations in said premises except as required by law or municipal ordinance.

2. Mortgagors shall pay before any penalty attaches all general taxes, and other property taxes, special assessments, water charges, sewer service charges, and other charges against the premises when due, and shall upon written request furnish to the Mortgagor full statement and receipt therefor. To prevent default hereunder, Mortgagors shall pay in full under protest, in the manner provided by statute, any tax or assessment which Mortgagors may desire to contest.

3. In the event of the enactment after this date of any law of Illinois detracting from the value of land for the purpose of taxation, or when thereon, or imposing upon the Mortgagor the payment of the whole or any part of the taxes or assessments or charges of any kind required to be paid by Mortgagors, or changing in any way the laws relating to the taxation of mortgages or debts secured by mortgages or the mortgagor's interest in the property, or the manner of collection of taxes, so as to affect the mortgagor or the holder thereof, or the holder thereof, then and in any such event, the Mortgagors upon demand by the Mortgagor shall pay such taxes or assessments to reimburse the Mortgagor therefor, provided, however, that if the state or county tax for the Mortgagor is deductible by law, it shall not require Mortgagors to make such payment of the taxes or assessments, or resulting in the payment of taxes exceeding the maximum amount permitted by law, then and in such case, the Mortgagors may be liable to the holder of the power of sale, the holder of the indebtedness secured hereby to be and become liable to pay such taxes or assessments to the holder of the power of sale.

4. If, by the laws of the United States of America or of any state or territory thereof, the present mortgagee shall be prevented in respect of the issuance of the note hereby recited, the Mortgagors covenant and agree to pay such amount as may be required by law. The Mortgagors further covenant to hold harmless and agree to indemnify the Mortgagee and the Mortgagor from and against any liability incurred by reason of the imposition of any tax or other charge of the character of a penalty.

5. At such time as the Mortgagor, and not in default, shall have paid off the balance of the principal and interest due on the date of the mortgage, the Mortgagors shall have the privilege of making disbursements on the principal and interest (or certain percentages thereof) as may be provided in such certificate.

6. Mortgagors shall keep all buildings and improvements in a fire-safe condition and premises as to prevent damage by fire, lightning and windstorm under policy provided for payment for the insurance company to pay the cost of repairing or replacing the same or to pay for the underwriting secured by the insurance companies participating in the Mortgagee's order insurance policies payable in case of loss or damage to Mortgagor's property to the extent of the liability of each, which may be attached to each policy, and shall deliver all policies, certificates of insurance and policy to the Mortgagee and in case of non-renewal about to expire, shall deliver renewal policies no later than 30 days prior to the expiration date of such policies.

In case of default thereat, Mortgagor may, at his option, pay or cause to be paid all sums due under this Mortgage in any form and manner deemed expedient, and may, at his option, make full or partial payment of principal, interest and expenses, if any, and purchase, discharge, extinguish or settle all liens in other places than on title or claim in the mortgaged property from any tax sale or forfeiture affecting said premises or contest any tax or assess ment. All monies so paid for any of the purposes hereinabove named and all expenses paid or incurred in connection therewith, shall be an attorney's fee and shall be recoverable by the Mortgagee who, to protect the mortgaged premises and the lien hereof, shall be so much a holder of undivided interest therein held and entitled to receive the same due and payable without notice and with interest thereon at the highest rate now or hereafter permitted by law. Inaction of Mortgagor shall never be considered as a waiver of any right according to the Mortgage, in any case of an default hereunder or on account of the failure of the Mortgagor

8. The Mortgagor making any payment hereby authorizes I, relating to taxes or assessments, may do so according to bill or estimate procured from the appropriate public office without inquiry into the accuracy of such bill, statement or estimate, validity of any tax assessment, sale, forfeiture, taxation or collection thereof.

9. Mortgagors shall pay each item of indebtedness herein mentioned, both principal and interest, which may accrue under the terms hereof. At the option of the Mortgagee and without notice to Mortgagors, unpaid indebtedness referred to in this mortgage, or any part thereof, standing anything in the note or in this mortgage to the contrary, become due and payable at any time or times in the case of failure to make payment of any installment of principal or interest on the note, or at such time when default shall occur and continue for three days after the performance of any other agreement of the Mortgagors herein contained.

10. When the indebtedness hereby secured shall become due whether by acceleration or otherwise, Mortgagor shall have the right to foreclose the lien hereof. In any suit to foreclose the lien hereof, there shall be allowed and recoverable an amount of indebtedness equal to the decree for sale all expenditures and expenses which may be paid or incurred by or on behalf of the trustee or receiver, including appraisers' fees, outlays for documentary and expert evidence, attorney's fees, storage fees, storage and removal costs, and other amounts reasonably deemed to be expended after entry of the decree of partition, all costs of advertising, and reasonable compensation to the trustee or receiver, attorneys, and experts, and reasonable compensation to the appraisers, and reasonable compensation to the insurance companies, title companies, and other persons engaged by the trustee or receiver to collect premiums, policies, Torrents certificates, and similar data and information with respect thereto. Mortgagor shall have the right to sue for damages to the extent to which it may be held responsible for any deficiency in the amount of the decree for sale as compared to the value of the premises. All expenditures and expenses of the trustee in the partition, implementation of such decree, and payment of indebtedness secured hereby and immediately due and payable, whether before or after entry of the decree for sale, shall be paid by Mortgagor. Any sum paid or incurred by Mortgagor in connection with any such proceeding, including premium and fund of the insurance companies, shall be a debt of Mortgagor and shall be a party, either as plaintiff, claimant or defendant. By virtue of the making of any such payment, Mortgagor shall have no further preparations for the commencement of any suit for the foreclosure of the lien after acceleration of the indebtedness, which has been so commenced, or for preparations for the defense of any actual or threatened suit or proceeding which might affect the property or the security hereof.

11. The proceeds of any foreclosure sale of the premises shall be applied, first, to the following or for the payment of account of all costs and expenses incident to the foreclosure proceedings, including attorney's fees and costs of suit, and the amount herein; second, all other items which under the terms hereof are to be paid by the mortgagor, including the principal note, with interest thereon as herein provided; third, all principal and interest remaining unpaid on the note of mortgage, and on any mortgages, their heirs, legal representatives or assigns, as their rights may appear.

12. Upon or at any time after the filing of a complaint to foreclose, the sheriff or justice of the peace may appoint a receiver of said premises. Such appointment may be made prior to, before or during the indebtedness, or insolvency of Mortgagors at the time of application for such receiver, without regard to the value of the premises, so long as the same shall be then occupied as a homestead or not, and the Mortgagors may be appointed as such receiver. Such receiver shall have power to collect the rents, issues and profits of said premises during the pendency of such a foreclosure, or and, thereafter, until a deficiency during the full statutory period of redemption, whether then by redemption or not, or unless delayed by the sheriff, or when Mortgagors, except for the intervention of such receiver, would be entitled to collect such rents, issues and profits which may be necessary or are usual in such cases for the protection, possession, control, management and operation of the premises, for the whole or in part of: (1) The indebtedness secured hereby, or by any decree foreclosing this mortgage, or any tax, premium or other lien which may or become superior to the lien hereof or of such decree, provided such application is made prior to foreclosure; (2) the deficiency in case of a sale and deficiency.

13. No action for the enforcement of the lien or of any provision hereof shall be subject to any defense which could not be good and available to the party interposing same in an action at law upon the note hereby secured.

14. The Mortgagee shall have the right to inspect the premises at all reasonable times and access thereto shall be permitted for that purpose.

15. The Mortgagors shall periodically deposit with the Mortgagee such sum as the Mortgagee may reasonably require for payment of taxes and assessments on the premises. No such deposit shall bear any interest.

16. If the payment of said indebtedness or any part thereof be extended or varied or if any part of the security herefor shall become now or at any time hereafter liable therefor or interested in said premises, shall be held to assent to such extension, variation or release, and their liability and the lien and all provisions hereof shall continue in full force. The right of recourse against the above persons being expressly reserved by the Mortgagor, notwithstanding such extension, variation or release.

17. Mortgagor shall release this mortgage and lien thereon by proper instrument upon payment and discharge of all indebtedness secured hereby and payment of a reasonable fee to Mortgagee for the execution of such release.

18. This mortgage and all provisions hereof, shall extend to and be binding upon Mortgagors and all persons claiming title or through Mortgagors, and the word "Mortgagors" when used herein shall include all such persons and all persons liable for the payment of the indebtedness or any part thereof, whether or not such persons shall have executed the note or this mortgage. The word "Mortgagor" when used herein shall include the successors and assigns of the Mortgagor named herein and the holder or holders, from time to time, of the note secured hereby.