

# UNOFFICIAL COPY

## MORTGAGE

THIS INDENTURE WITNESSETH: That the undersigned . . . . .

JOSEPH A. MICHALAK and JANICE M. MICHALAK, his wife

of the . . . . . CITY OF CHICAGO . . . . . County of COOK . . . . . State of Illinois,  
hereinafter referred to as the Mortgagor, does hereby Mortgage and Warrant to

WASHINGTON SAVINGS AND LOAN ASSOCIATION OF CHICAGO

a corporation organized and existing under the laws of the STATE OF ILLINOIS . . . . ., hereinafter  
referred to as the Mortgagor, the following real estate, situated in the County of COOK  
in the State of Illinois, to wit:

LOTS 15 AND 18 IN B.F. SHERMAN'S SUBDIVISION OF LOT 2 IN BLOCK 21 IN THE  
CANAL TRUSTEE'S SUBDIVISION OF THE SOUTH FRACTIONAL OF SECTION 29, TOWNSHIP  
39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

COMMON ADDRESS: 2620 S FARRELL STREET CHICAGO, ILL. 60608  
2622 S FARRELL STREET CHICAGO, ILL 60608  
PIN# 17-29-316-024-0000  
PIN# 17-29-316-025-0000

The mortgagor shall not suffer or permit, without the written consent of the mortgagee, a sale,  
assignment or transfer of my right, title or interest in and to the said property, or any portion  
thereof, or of any of the improvements, apparatus, fixtures or equipment which may be found  
in or upon said property.

The mortgagee may collect a "late charge" in accordance with the statutory provisions and  
Association by-laws relating thereto, for the non-payment of each aggregate monthly payment  
(total of all payments to be made hereunder) when due.

TOGETHER with all buildings, improvements, fixtures or appurtenances now or hereafter erected thereon, including  
all apparatus, equipment, fixtures or articles, whether in single units or centrally controlled, used to supply heat, gas,  
air conditioning, water, light, power, refrigeration, ventilation, or otherwise and any other thing now or hereafter therein or  
thereon the furnishing of which by lessors to lessees is customary or appropriate, including screens, window shades, storm  
doors and windows, floor coverings, screen doors, venetian blinds, in-a-door beds, awnings, stoves and water heaters (all of  
which are declared to be a part of said real estate whether physically attached thereto or not); and also together with all  
easements and the rents, issues and profits of said premises which are hereby pledged, assigned, transferred and set over  
unto the Mortgagee.

TO HAVE AND TO HOLD all of said property unto said Mortgagee forever, for the uses herein set forth, free from  
all rights and benefits under the Homestead Exemption Laws of the State of Illinois, which said rights and benefits said  
Mortgagor does hereby release and waive.

TO SECURE the payment of a certain indebtedness from the Mortgagor to the Mortgagee evidenced by a note made  
by the Mortgagor in favor of the Mortgagee, bearing even date herewith in the sum of  
EIGHTY THREE THOUSAND DOLLARSS AND NO/100'S ----- Dollars (\$ 83,000.00), which note,  
together with interest thereon as provided by said note, is payable in monthly installments of  
SEVEN HUNDRED FORTY SEVEN DOLLARS AND 72/100'S ----- DOLLARS (\$ 747.72 )  
on the 1ST day of each month, commencing with JUNE 1, 1992 until the entire sum is paid.

JUNE 1, 2007 when all sums of principal and interest is due and payable

1992 MAY 29 PM 4:14 92376202

To secure performance of the other agreements in said note, which are hereby incorporated herein and made a part  
hereof, and which provide, among other things, for an additional monthly payment of one-twelfth (1/12th) of the estimated  
annual taxes, assessments, insurance premiums and other charges upon the mortgaged premises. And to secure possible future  
advances as hereinafter provided and to secure the performance of the Mortgagor's covenants herein contained.

### A. THE MORTGAGOR COVENANTS:

(1) To pay immediately when due and payable all general taxes, special taxes, special assessments, water charges,  
sewer service charges and other taxes and charges against said property, including those heretofore due, (the monthly pay-  
ments provided by said note in anticipation of such taxes and charges to be applied thereto), and to furnish the Mortgagee,  
upon request, with the original or duplicate receipts therefor.

(2) To keep the improvements now or hereafter situated upon said premises insured against loss or damage by fire,  
lightning, windstorm and such other hazards, including liability under laws relating to intoxicating liquors and including  
hazards not now contemplated, as the Mortgagee may reasonably require to be insured against, under policies providing  
for payment by the insurance companies of monies sufficient either to pay the cost of replacing or repairing the same  
or to pay in full the indebtedness secured hereby, in such companies, through such agents or brokers, and in such form  
as shall be satisfactory to the Mortgagee. Such insurance policies, including additional and renewal policies shall be delivered  
to and kept by the Mortgagee and shall contain a clause satisfactory to the Mortgagee making them payable to the Mortgagee  
as its interest may appear.

(3) To promptly repair, restore or rebuild any buildings or improvements now or hereafter on the premises which  
may become damaged or destroyed; to keep said premises in good condition and repair, and free from any mechanic's or  
other lien or claim of lien not expressly subordinated to the lien hereof; not to suffer or permit any unlawful use of or  
any nuisance to exist on said property nor to diminish nor impair its value by any act or omission to act; to comply with  
all requirements of law with respect to the mortgaged premises and the use thereof;

(4) That if the Mortgagor shall procure contracts of insurance upon his life and disability insurance for loss of time  
by accidental injury or sickness, or either such contract, making the Mortgagee assignee thereunder, the Mortgagee may  
pay the premiums for such insurance and add said payments to the principal indebtedness secured by this mortgage to  
be repaid in the same manner and without changing the amount of the monthly payments, unless such change is by  
mutual consent.

# UNOFFICIAL COPY

## MORTGAGE

Box

662

No. 0-9701

TO  
WASHINGTON SAVINGS AND LOAN  
ASSOCIATION OF CHICAGO  
2869 S ARCHER  
CHICAGO, ILL 60608

MAIL

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MORTGAGE STATE OF ILLINOIS  
JOHN F. GEMBRAA  
OFFICIAL AGENT OF PUBLIC RECORDS  
RECEIVED JANUARY 23, 1995  
MY Commencement Expires JANUARY 23, 1995

GIVEN under my hand and Notarial Seal, this 22ND day of MAY, 1992  
 before me this day in person and acknowledged that They, signed, sealed and delivered the said instrument as  
 personally known to me to be the same person(s) whose name(s) (is) (are) set forth, including the recitals and waiver  
 of the right of homestead, free and voluntary act, for the uses and purposes herein set forth, including the said instrument as  
 recited above, the undersigned heretofore the Mortgagee and debtor to record, whether or not recorded or content-  
 mitted; or (c) preparations for the recording of or intercession in any suit or proceeding of any nature whatsoever,  
 commencement of any suit for the recovery of the principal or interest or otherwise, whether or not actually commenced. In  
 either case, the Mortgagee shall be a party by reason of this note hereby executed or the bankrupcy proceedings to which  
 payable by the Mortgagor in connection with (a) any proceeding including probate or bankruptcy proceedings to which  
 of said premises; all of which are intended to be given pursuant to such decree to the trustee if necessary  
 which may be paid or incurred by or on behalf of the Mortgagee and decedent by the Mortgagee to be reasonable  
 decedent and upon foreclosure and expenses together with interest thereon at the rate of 6% OVER PRINCIPAL  
 whether there be a trustee herefor in person am or not, such receiver may elect to terminate any lease to the lessee  
 before all expenses and expenses and expenses together with interest thereon at the rate of 6% OVER PRINCIPAL  
 payable to the trustee herefor in person am or not, such receiver may elect to terminate any lease to the lessee  
 and after the payment of the indebtedness, costs, taxes, when collected, may be applied before suit  
 and the executory period of redemption, and such rents, issues and such profits, and the deficiency of such foreclosed suit  
 manager and rent aid to collect the rents, issues and such rents, issues and such profits, and the deficiency of such foreclosed suit  
 at any time, for whatever notice to the Mortgagor, or any party claiming title thereto, the court in which such bill is filed may  
 (4) That, upon the commencement of any foreclosure proceeding, the court in which such bill is filed may  
 of the premises en masse without notice excepting the several parts separately;  
 and said Mortgage may also immediately proceed to foreclose this mortgage, and in any foreclosure a sale may be made  
 without notice all sums received hereby immediately due and payable, whether or not such debt be recorded by Mortgagor,  
 and after the payment of said debt or note which debt be recorded to the Mortgagor, and without  
 sale of the property, then and in any event of any default, the Mortgagee shall make to the Mortgagee or if his property  
 be placed under control of or in custody of any officer of the Board of Commissioners for his creditors or if his property  
 is sold for the benefit of his creditors, the Mortgagee shall be entitled to the benefit of the same for his creditors  
 or in making any payment upon the charge upon the said property, or upon the date fixturing of a preexisting bankruptcy by  
 inted to enforce any creditor's lien on the charge upon the said property, or any creditor's lien on the charge upon the said property  
 under Section (A) above, or either purpose;

(2) That it is the intent hereof to secure payment of said note whether the entire amount shall have become  
 due and payable at a later date, upon which advances shall in no event operate to make the principal sum of  
 advances made at a later date, upon which advances shall have been disbursed, shall have been repaid in part and further  
 to the Mortgagee at the date hereof or at any time thereafter the entire amount shall have become  
 due and payable upon the original principal amount plus any amount of protective premium  
 received the term of this mortgage, the amount of any advance shall be added to the mortgage indebtedness  
 under the terms of this mortgage, and if defaulter be made in performance of any covenant of this instrument  
 or in making any payment upon the charge upon the said property, or upon the date fixturing of a preexisting  
 bankruptcy by the Mortgagee, the Mortgagee shall have the right to collect from the defaulter the amount of  
 under Section (A) above, or either purpose;

(3) That time is of the essence hereof, and if defaulter be made in performance of any covenant of this instrument  
 or in making any payment upon the charge upon the said property, or upon the date fixturing of a preexisting  
 bankruptcy by the Mortgagee, the Mortgagee shall have the right to collect from the defaulter the amount of  
 under Section (A) above, or either purpose;

(4) That it is the intent hereof to secure payment of said note whether the entire amount shall have become  
 due and payable at a later date, upon which advances shall in no event operate to make the principal sum of  
 advances made at a later date, upon which advances shall have been disbursed, shall have been repaid in part and further  
 to the Mortgagee at the date hereof or at any time thereafter the entire amount shall have become  
 due and payable upon the original principal amount plus any amount of protective premium

(5) That it is the intent hereof to secure payment of said note whether the entire amount shall have become  
 due and payable at a later date, upon which advances shall in no event operate to make the principal sum of  
 advances made at a later date, upon which advances shall have been disbursed, shall have been repaid in part and further  
 to the Mortgagee at the date hereof or at any time thereafter the entire amount shall have become  
 due and payable upon the original principal amount plus any amount of protective premium

(6) That it is the intent hereof to secure payment of said note whether the entire amount shall have become  
 due and payable at a later date, upon which advances shall in no event operate to make the principal sum of  
 advances made at a later date, upon which advances shall have been disbursed, shall have been repaid in part and further  
 to the Mortgagee at the date hereof or at any time thereafter the entire amount shall have become  
 due and payable upon the original principal amount plus any amount of protective premium

## B. MORTGAGE FURTHER COVENANTS: