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THIS INSTRUMENT, made May 1 19 93, between
Bank of Lyons, T/U/T 1840 dated 5-19-77,

(NO AND STREET) (CITY) (STATE)
herein referred to as "Mortgagor," and
Richard C. Archambault
1148 S. Main Street, Ft. Myers Beach, FL.
(NO AND STREET) (CITY) (STATE)

DEPT-01 RECORDINGS 123.50
167777 TRAN 9491 04/08/93 15142100
64755 0 * -93-433432
COOK COUNTY RECORDER

Above Space is Recorder's Use Only

herein referred to as "Mortgagee," witnesseth

THAT WHEREAS the Mortgagor are justly indebted to the Mortgagee upon the installment note of even date herewith, in the principal sum of Eighty One Thousand Seven Hundred and 00/100 DOLLARS (\$ 81,700.00) payable to the order of and delivered to the Mortgagee, in and by which 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 1st day of May 2008 and 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 1148 S. Main Street, Ft. Myers Beach, FL.

NOW, THEREFORE, the Mortgagors warrant 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 performance of the covenants and agreements herein contained, by the Mortgagors to be performed, and also in consideration of the sum of One Dollar to have paid, the receipt whereof is hereby acknowledged, do hereby give and grant, 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 City of Forest Park, COUNTY OF Cook AND STATE OF ILLINOIS, to wit

Lot 30 (except the South 22 feet thereof) and all of Lot 31 in Block 3 in Dunlop Maas and Anstett's Subdivision of Blocks 3, 9, 14 and 19, in Joseph K. Dunlop's Subdivision of the West 1/2 of the Southeast 1/4 and that part of the East 1/3 of the East 1/2 of the Southwest 1/4 lying Southeast of center of Oak Plain Avenue in Section 13, Township 39 North, Range 12, East of the Third Principal Meridian in Cook County, Illinois.

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

Permanent Real Estate Index Number(s) 15-13-401-029
Address(es) of Real Estate 843 Boloit, Forest Park, Illinois

TOGETHER with all improvements, tenements, easements, fixtures, and appurtenances thereto to be long, and all rents, issues and profits thereof for so long and during all such times as Mortgagors may be entitled thereto (which are pledged primarily and on a parity with said real estate and not secondarily) and all apparatus, equipment or articles now or hereafter therein 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, masonry 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 on the premises by Mortgagors or their successors or assigns shall be considered as constituting part of the real estate.

TO HAVE AND TO HOLD the premises unto 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 under and by virtue of the Homestead Exemption Laws of the State of Illinois, and all said rights and benefits the Mortgagors do hereby expressly release and waive.

The name of a recent owner is
This mortgage consists of two pages. The provisions, 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 Mortgagors the day and year first above written
Bank of Lyons, T/U/T 1840 by Glenn D. Turner and not personally. (Seal)
By Glenn D. Turner, Asst. Trust Officer Thomas E. Prothero, Asst. Secretary (Seal)

State of Illinois, County of Cook
in the State aforesaid, I, Glenn D. Turner, Asst. Trust Officer and Thomas E. Prothero, Asst. Secretary

personally known to me to be the same person as whose name Glenn D. Turner subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that Glenn D. Turner is the their free and voluntary act, for the uses and purposes therein expressed, of the right of homestead.

Given under my hand and official seal, this 22nd day of April 19 93
Commission expires

OFFICIAL SEAL
PATRICIA A. SHELLING
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 10/30/95

MADE THIS INSTRUMENT WAS PREPARED BY Robert E. Senechalle, Jr., 501 W. North Ave., Melrose Park, IL
TO Richard C. Archambault, 1148 S. Main Street, Ft. Myers Beach, FL

(CITY) (STATE) (ZIP CODE)

OR RECORDER'S OFFICE BOX NO.

23⁵⁰ 915

UNOFFICIAL COPY

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 said premises in good condition and repair, without waste, and free from mechanics or other liens or claims for lien not expressly subordinated to the lien thereof, (3) pay when due any obligations which may be secured by a lien or charge on the premises superior to the lien hereof, and upon request exhibit satisfactory evidence of the discharge of such lien to the Mortgagee, (4) complete within a reasonable time any building or buildings now or at any time in process of construction upon said premises, (5) comply with all requirements of law or municipal ordinances with respect to the premises and thereon, and thereat, 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 shall pay special taxes, special assessments, water charges, sewer service charges, and other charges against the premises when due, and shall, upon written request, forward to the Mortgagee duplicate receipts 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 deducting from the value of land for the purpose of taxation any lien thereon, or imposing upon the Mortgagee the payment of the whole or any part of the taxes or assessments or charges or liens herein required to be paid by Mortgagors, or changing in any way the laws relating to the taxation of mortgage secured debts secured by mortgagees on the mortgagor's interest in the property, or the manner of collection of taxes, so as to affect this mortgage or the debt secured hereby, or the holder thereof, then and in any such event the Mortgagors, upon demand by the Mortgagee, shall pay such taxes or assessments or charges or reimburse the Mortgagee therefor, provided, however, that if in the opinion of counsel for the Mortgagee such a law and statute require Mortgagors to make such payment or the making of such payment might result in the imposition of a lien or other financial liability in an amount permitted by law, then and in such event, the Mortgagee may elect, by notice in writing given to the Mortgagors, to discharge all of the indebtedness secured hereby to be and become due and payable sixty (60) days from the giving of such notice.

4. If, by the laws of the United States of America or of any state having jurisdiction in the premises, any tax or tax lien is imposed in respect of the income of the note hereby secured, the Mortgagors covenant and agree to pay such tax in the manner required by any such law. The Mortgagors further covenant to hold harmless and agree to indemnify the Mortgagee, and the Mortgagee's successors or assigns, against any liability incurred by reason of the imposition of any tax on the income of the note secured hereby.

5. At such time as the Mortgagors are not in default under the terms of the note secured hereby or under the terms of this mortgage, the Mortgagee shall have such privilege of making prepayments on the principal of said note as shall be provided in said note.

6. Mortgagors shall keep all buildings and improvements now or hereafter situated on said premises in good condition and repair, by fire, lightning and windstorm under policies providing for payment by the insurance companies of amounts sufficient to repair or replace, at the cost of replacing or repairing the same or to pay in full the indebtedness secured hereby, all as companies of insurance companies, or Mortgagee, under insurance policies payable in case of loss or damage to Mortgagors, such rights to be evidenced by the certificate of insurance to be attached to each policy, and that if over all policies, including additional and renewal policies, to the Mortgagee, and if any such certificate about to expire, shall deliver renewal policies not less than ten days prior to the respective date of expiration.

7. In case of default herein, Mortgagee may, but need not, make any payment or perform any act hereunder, and Mortgagee in any form and manner deemed expedient and lawful, but need not make full or partial payments of principal or interest on any such loans, if any, and purchase, discharge, compromise or settle any tax lien or other prior lien or claim against the premises, but shall pay any tax sale or forfeiture affecting said premises, or contest any tax or assessment. All moneys paid for any of the purposes herein provided and all expenses paid or incurred in connection therewith, including attorneys' fees, and any other moneys disbursed by the Mortgagee to protect the mortgaged premises and the lien hereon, shall be, and shall constitute, additional indebtedness, as may be limited by law, and shall be due and payable without notice and with interest thereon at the highest rate now permitted by Illinois law. In addition, Mortgagee shall never be considered as a waiver of any right accruing to the Mortgagee on account of any default hereunder on the part of the Mortgagors.

8. The Mortgagee making any payment hereby authorized relating to taxes or assessments, may do so according to the best statement or estimate procured from the appropriate public officer, and an inquiry into the necessity of such bill, statement or estimate or into the validity of any tax, assessment, sale, forfeiture, tax lien or other claim thereof.

9. Mortgagors shall pay each item of indebtedness herein provided, both principal and interest, when due, according to the terms hereof. At the option of the Mortgagee and without notice to Mortgagors, all unpaid indebtedness secured by this mortgage shall, from the date of standing anything in the note or in this mortgage to the contrary, become due and payable (a) immediately in the case of default in making payment of any installment of principal or interest on the note, or (b) when default shall occur and continue for three days in 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, Mortgagee shall have the right to foreclose the lien hereof. In any suit to foreclose the lien hereof, there shall be allowed and included as additional indebtedness, in the decree for sale all expenditures and expenses which may be paid or incurred by or on behalf of Mortgagee for attorneys' fees, preparation fees, outlays for documentary and expert evidence, stenographers' charges, publication costs and costs which may be incurred in any items to be expended after entry of the decree of foreclosure, all such abstracts of title, title searches, and examinations, fire insurance policies, Easement certificates, and similar data and assurances with respect to title as Mortgagors may desire, together with all expenses either to prosecute such suit or to evidence to buyers at any sale which may be had, and to each decree the true amount of the principal or the value of the premises. All expenditures and expenses of the nature in this paragraph mentioned shall become due and payable as indebtedness secured hereby and immediately due and payable, with interest thereon at the highest rate now permitted by Illinois law, and shall be paid or incurred by Mortgagee in connection with any proceeding, including probate and bankruptcy proceedings, in which the Mortgagee shall be a party, either as plaintiff, claimant or defendant, by reason of this mortgage or any indebtedness hereby secured, or in preparation for the commencement of any suit for the foreclosure hereof, after actual or threatened suit, or in connection with any proceedings commenced, or (c) preparations for the defense of any actual or threatened suit or proceeding, which might affect the premises or the security hereof.

11. 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 foreclosure proceedings, including all such items as are mentioned in the preceding paragraph hereof; second, all other items which under the terms hereof constitute secured indebtedness additively to that existing on the note, with interest thereon as herein provided; third, all principal and interest remaining unpaid on the note, with any expenses to Mortgagors, 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 this mortgage, the court in which such complaint is filed may appoint a receiver of said premises. Such appointment may be made either before or after sale, without notice, with or without regard to the solvency or insolvency of Mortgagors at the time of application for such receiver and without regard to the then value of the premises or whether the same shall be then occupied as a tenement or not, and the Mortgagee 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 foreclosure suit and, in case of sale and deficiency, during the full statutory period of redemption, whether there be redemption or not, as well as during any further time when Mortgagors, 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 for the protection, 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 hands in payment in whole or in part of: (1) The indebtedness secured hereby, or by any decree foreclosing this mortgage, or any tax, 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.

13. No action for the enforcement of the lien or of any provision hereof shall be subject to any defense which would 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 sums 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 be released, all persons now or at any time hereafter liable therefor, or interested in said premises, shall be held to account 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 all such persons being expressly reserved by the Mortgagee, notwithstanding such extension, variation or release.

17. Mortgagee shall release this mortgage and lien thereof 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 under 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 "Mortgagee" when used herein shall include the successors and assigns of the Mortgagee named herein and the holder or holders from time to time of the note secured hereby.

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