

UNOFFICIAL COPY

Mortgage

93551876

(Individual Form)

Loan No. 6068-2

RAYMOND A. SMITH and SUSAN L. SMITH, his wife And MARK C. SMITH, a bachelor
THE UNDERSIGNED.

23
Jr

of Village of Glen Ellyn County of Du Page State of Illinois

hereinafter referred to as the Mortgagor, does hereby mortgage and warrant to
UNIVERSAL FEDERAL SAVINGS BANK

a corporation organized and existing under the laws of the United States of America
hereinafter referred to as the Mortgagee, the following real estate in the County of Cook
in the State of Illinois, to-wit

Lots Six (6) and Seven (7) in Morgan's Subdivision of Lot One (1) and the North Half
(1/2) of Lot Two (2) in Block Forty One (41) in Canal Trustee's Subdivision of the West
Half (1/2) and so much of the South East Quarter (1/4) as lies West of the South Branch
of the Chicago River in Section Twenty One (21), Township Thirty Nine (39) North, Range
Fourteen (14), East of the Third Principal Meridian, in Cook County, Illinois and
commonly known as 1216 18 South Canalport Avenue, Chicago, Illinois.

PTN # 17-21-318-018-0000
PTN # 17-21-318-019-0000

Together with all buildings, improvements, fixtures or appurtenances now or hereafter erected thereon or placed 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 other services, and any other thing now or hereafter therein or
thereon, the furnishing of which by lessors to lessees is customary of appropriate state, including screens, window shades, storm doors and windows, floor coverings, screen doors, in-door birds,
awnings, stoves and water heaters, all of which are intended to be and are hereby 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, whether now due or hereafter to become due as
provided herein. The Mortgagee is hereby subrogated to the rights of all mortgages, lienholders and owners paid off by the proceeds of the loan hereby secured.

TO HAVE AND TO HOLD the said property, with said buildings, improvements, fixtures, appurtenances, apparatus and equipment, and with all the rights and privileges thereto belonging
unto said Mortgagee forever, for the uses herein set forth, free from all rights and benefits under the homestead, exemption and valuation laws of any State, which said rights and benefits said
Mortgagor does hereby release and waive.

TO SECURE

(1) The payment of a Note executed by the Mortgagor to the order of the Mortgagee bearing even date herewith in the principal sum of

TWO HUNDRED FIFTY THOUSAND and No/100----- Dollars
\$ **250,000.00** (which, with interest thereon as herein provided, is payable in monthly installments of

TWO THOUSAND FOUR HUNDRED SIXTY ONE and 85/100----- Dollars
\$ **2,461.85**) commencing the _____ day of _____ 19____

which payments are to be applied, first, to interest, and the balance to principal, until said indebtedness is paid in full.

(2) Any advances made by the Mortgagee to the Mortgagor, or his successor in title, for any purpose, at any time before the release and cancellation of this Mortgage, but at no time shall
this Mortgage secure advances on account of said original Note together with such additional advances, in a sum in excess of **TWO HUNDRED FIFTY THOUSAND and No/100**-----
Dollars (\$ **250,000.00**), provided that, nothing herein contained shall be considered as limiting the amounts that shall be secured hereby when advanced to protect the
security of or in accordance with covenants contained in the Mortgage.

(3) The performance of all of the covenants and obligations of the Mortgagor to the Mortgagee, as contained herein and in said Note.

THE MORTGAGOR COVENANTS:

A (1) To pay said indebtedness and the interest thereon as herein and in said note provided, or according to any agreement extending the time of payment thereof, (2) To pay when due and
before any penalty attaches thereto all taxes, special taxes, special assessments, water charges, and sewer service charges against said property (including those heretofore due), and to furnish
Mortgagee, upon request, duplicate receipts therefor, and all such items extended against said property shall be conclusively deemed valid for the purpose of this requirement. (3) To keep the
improvements now or hereafter upon said premises insured against damage by fire, and such other hazards as the Mortgagee may require to be insured against, and to provide public liability
insurance and such other insurance as the Mortgagee may require, until said indebtedness is fully paid, or in case of foreclosure, until expiration of the period of prescription for the full insurable
value thereof, in such companies, through such agents or brokers, and in such form as shall be satisfactory to the Mortgagee, such insurance policies shall remain in full force during said
period or periods, and contain the usual clause satisfactory to the Mortgagee making them payable to the Mortgagee, and in case of foreclosure sale payable to the order of the certificate of sale
owner of any delinquency, any receiver or redemptioner, or any grantee in a deed pursuant to foreclosure, and in case of loss under such policies, the Mortgagee is authorized to adjust, collect and
compromise, in his discretion, all claims thereunder and to execute and deliver on behalf of the Mortgagor all necessary proofs of loss, receipts, vouchers, releases and acquittances required to be
signed by the insurance companies, and the Mortgagor agrees to sign, upon demand, all receipts, vouchers, and releases required of him to be signed by the Mortgagee for such purposes, and the
Mortgagee is authorized to apply the proceeds of any insurance claim to the restoration of the property or upon the indebtedness hereby secured, in its discretion, but monthly payments shall
continue until said indebtedness is paid in full. (4) Immediately after destruction or damage, to commence and promptly complete the rebuilding or restoration of buildings and improvements now
or hereafter on said premises, unless Mortgagee elects to apply on the indebtedness secured hereby the proceeds of any insurance covering such destruction or damage. (5) To keep said
premises in good condition and repair, without waste, and free from any mechanic's or other lien or claim of lien not expressly subordinated to the lien hereof. (6) Not to make, 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. (7) To comply with all requirements of law with respect to mortgages,
prelates and the use hereof. (8) Not to make, suffer or permit without the written permission of the Mortgagee being first had and obtained, (a) any use of the property for any purpose other than
that for which it is now used, (b) any alterations of the improvements, apparatus, appurtenances, fixtures or equipment now or hereafter upon said property, (c) any purchase on conditional sale,
lease or agreement under which title is reserved in the vendor, of any apparatus, fixtures or equipment to be placed in or upon any buildings or improvements on said property.

B In order to provide for the payment of taxes, assessments, insurance premiums, and other annual charges upon the property securing this indebtedness, and other insurance required or
accepted, I promise to pay to the Mortgagee, a pro rata portion of the current year taxes upon the disbursement of the loan and to pay monthly to the Mortgagee, in addition to the above payments,
a sum estimated to be equivalent to one-twelfth of such items, which payments may, at the option of the Mortgagee, (a) be held by it and commingled with other such funds or its own funds for the
payment of such items, (b) be carried in a savings account and withdrawn by it to pay such items, or (c) be credited to the unpaid balance of said indebtedness as received, provided that the
Mortgagee advances upon this obligation sums sufficient to pay said items as the same accrue and become payable. If the amount estimated to be sufficient to pay said items is not sufficient,
I promise to pay the difference upon demand. If such sum is held or carried in a savings account, or escrow account, the same are hereby pledged to further secure this indebtedness. The
Mortgagee is authorized to pay said items as charged or billed without further inquiry.

C This mortgage contract provides for additional advances which may be made at the option of the Mortgagee and secured by this mortgage, and it is agreed that in the event of such advances,
the amount thereof may be added to the mortgage debt and shall increase the unpaid balance of the note hereby secured by the amount of such advance and shall be a part of said note
indebtedness under all of the terms of said note and this contract as fully as if a new such note and contract were executed and delivered. An Additional Advance Agreement may be given and
accepted for such advance and provision may be made for different monthly payments and a different interest rate and other express modifications of the contract, but in all other respects this
contract shall remain in full force and effect as to said indebtedness, including all advances.

D That in case of failure to perform any of the covenants herein, Mortgagee may do on Mortgagor's behalf everything so covenanted, that said Mortgagor may also do any act if it may deem
necessary to protect the lien hereof, that Mortgagor will repay upon demand any moneys paid or disbursed by 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 with the same priority as the original indebtedness and may
be included in any decree for foreclosing this mortgage and be paid out of the rents or proceeds of sale of said premises, if not otherwise paid, that it shall not be obligatory upon the Mortgagor to
into the validity of any lien, encumbrance or claim in advancing moneys as above authorized, but nothing herein contained shall be construed as requiring the Mortgagee to advance any moneys for
any purpose nor to do any act hereunder, and the Mortgagor shall not incur any personal liability because of anything it may do or omit to do hereunder.

E That it is the intent hereof to secure payment of said note and obligation whether the entire amount shall have been advanced to the Mortgagor at the date hereof or at a later date, and to
secure any other amount or amounts that may be added to the mortgage indebtedness under the terms of this mortgage contract.

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THIS INSTRUMENT WAS PREPARED BY UNIVERSAL FEDERAL SAVINGS BANK 1800 South Halsted Street Chicago, Illinois 60608 Anna M. Rios

THIS INSTRUMENT WAS PREPARED BY UNIVERSAL FEDERAL SAVINGS BANK 1800 South Halsted Street Chicago, Illinois 60608 Anna M. Rios

GIVEN under my hand and seal of office as Notary Public, State of Illinois, this 29th day of June, 1993. My Commission Expires 5/18/96 OFFICIAL SEAL

Notary Public June day of 1993

rights under an... free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of all their... appeared before me this day in person, and acknowledged that they signed, sealed and delivered the said instrument personally known to me to be the same person whose name is subscribed to the foregoing instrument.

and for said County, in the State aforesaid, DO HEREBY CERTIFY THAT Raymond A. Smith and Susan L. Smith, his wife and Mark C. Smith, a bachelor

STATE OF ILLINOIS COUNTY OF COOK

Mark C. Smith (SEAL) Susan L. Smith (SEAL) Raymond A. Smith (SEAL) Day of June A D 19 93

IN WITNESS WHEREOF, this mortgage is executed, sealed and delivered this 29th day of June, 1993.

That each right, power and remedy herein conferred upon the Mortgagee is and shall be of every other right, power and remedy of law conferred and may be enforced... The appointment of entry in possession of a receiver, but he may elect to receive the property himself, or he may elect to have the property sold...

K. The upon the commencement of any foreclosure proceeding... The court in which such suit is pending shall have jurisdiction to determine the rights of the parties to the mortgage... The court may also order the sale of the property...

L. All assignments, profits, issues and profits of said premises are pledged, assigned and transferred to the Mortgagee... The Mortgagee shall have the right to foreclose on the property... The Mortgagee shall have the right to sell the property...

M. That the Mortgagee may employ counsel for advice or other legal service at the Mortgagee's discretion... The Mortgagee shall have the right to foreclose on the property... The Mortgagee shall have the right to sell the property...

N. That the Mortgagee shall have the right to foreclose on the property... The Mortgagee shall have the right to sell the property... The Mortgagee shall have the right to lease the property...

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