

UNOFFICIAL COPY

MORTGAGE

(Illinois)

Loan No. _____

TO

CALUMET NATIONAL BANK

HAMMOND, INDIANA

Property of Cook County Clerk's Office

My commission expires:

Notary Public

GIVEN under my hand and official seal this

day of 19

the uses and purposes therein set forth. executed the above and foregoing instrument on behalf of said corporation and caused its corporate seal to be affixed thereto, as free and voluntary act and as the free and voluntary act and deed of said corporation for

as such and a corporation, and acknowledged that

and respectively of

BEFORE ME, the undersigned, a notary public in and for said County and State, personally appeared

STATE OF INDIANA, COUNTY OF LAKE, SS:

Notary Public

My commission expires:

GIVEN under my hand and official seal this

day of 19

and acknowledged the execution of the above and foregoing instrument as and deed for the uses and purposes therein set forth.

BEFORE ME, the undersigned, a notary public in and for said County and State personally appeared

STATE OF COUNTY OF

SS:

93790011

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7. That upon commencement of any foreclosure, or at any time thereafter, and prior to the expiration of the time for redemption from any sale of said premises on foreclosure, any court of competent jurisdiction, upon application of the mortgagee, may appoint a receiver for said premises to take possession thereof, to collect the rents, issues and profits therefrom during the pendency of such foreclosure, and until the time to redeem the same from foreclosure sale shall have expired, and out of rents, issues and profits, to make necessary repairs and to keep the said premises in proper condition and repair, and to pay all taxes, assessments and special assessments, to redeem from sale for taxes, assessments and special assessments, to pay insurance premiums necessary to keep said premises insured in accordance with the provisions of this mortgage and to pay the expense of the receivership, and said receiver shall apply the net proceeds to the payment of the indebtedness secured hereby, and such receiver shall have all the other usual powers of receivers in such cases

8. That in case suit be brought to foreclose this mortgage an adequate and reasonable sum shall be allowed to the mortgagee in such proceeding for attorneys' fees and the costs of a complete abstract of title to said premises, which several sums shall be so much additional indebtedness secured hereby, and shall be recoverable as such whether the suit proceeds to decree or not and shall be included in the decree entered in such foreclosure.

9. That the mortgagee, at its option, may extend the maturity of the note and indebtedness secured hereby, or any balance due thereon, from time to time, upon written agreement executed by the mortgagor(s), for such further periods, at such rate of interest, and upon such conditions as may then be agreed upon, and no such extension, and no forbearance or delay of the mortgagee in enforcing any of the provisions of this indenture, shall operate to impair the lien thereof or waive any rights accrued or that might accrue hereunder.

10. That this mortgage shall in all respects be construed by the laws of the State of Illinois, and that the various rights, powers, options, elections, appointments and remedies herein contained shall be construed as cumulative, and no one of them as exclusive of any other or of any right or remedy allowed by law, and all shall inure to the benefit of the successors and assigns of the mortgagee.

11. That at such time as the Mortgagors herein shall convey title to the mortgaged property the entire principal balance and earned interest then due on said mortgage and note shall become immediately due and payable in full.

12. That whenever the mortgagor(s) shall have fully paid the indebtedness hereby secured, with all the interest thereon, and up to that time, shall have well and truly performed all and singular the covenants and agreements herein undertaken to be performed, then all of such covenants and agreements shall cease and determine (but not otherwise), and the mortgagor(s) shall be entitled to a satisfaction of this mortgage, but shall pay the expense of recording the same.

IN WITNESS WHEREOF, the mortgagor(s) executed this indenture, at Hammond, Indiana, under seal, the day and year first above written.

Carl G. Ortega (SEAL)
Carl G. Ortega
Susan L. Ortega (SEAL)
Susan L. Ortega

STATE OF INDIANA)
) SS:
COUNTY OF LAKE)

I, MARY DARROW, a Notary Public, in and for the County and State aforesaid, do hereby certify that Carl G. and Susan L. Ortega

personally known to me to be the same person(s) whose name(s) are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed, sealed and delivered the said instrument as their free and voluntary act and deed for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

GIVEN UNDER MY HAND AND NOTARIAL SEAL, this 17th day of September, 1993.

Mary Darrow
Notary Public

My commission expires:
MY COMMISSION EXPIRES
October 4, 1996

This instrument prepared by: Diane H. Sobota, Vice President

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