

UNOFFICIAL COPY

MORTGAGE

THIS INDENTURE, dated October 12, 1993 between DAVID E. CHURCHILL AND NANCY E. CHURCHILL, HUSBAND AND WIFE

of the Village of South Holland County of Cook, State of Illinois (hereinafter called "Grantors") and FIRST SAVINGS AND LOAN ASSOCIATION OF SOUTH HOLLAND, an Illinois corporation doing business in the Village of South Holland, County of Cook, State of Illinois (hereinafter, called the "Lender");

WHEREAS, pursuant to the provisions of a certain Note, of even date herewith, between the Grantors and Lender, Grantors are justly indebted in the sum of

EIGHTEEN THOUSAND FOUR HUNDRED AND NO/100ths Dollars (\$ 18,400.00) to the Lender which indebtedness is payable monthly with the full debt, if not paid earlier, due and payable on November 1, 1998 at the offices of FIRST SAVINGS AND LOAN ASSOCIATION OF SOUTH HOLLAND 475 E. 162nd Street, South Holland, Illinois.

NOW, THEREFORE, to secure the payment, in accordance with the provisions of the Note, of said indebtedness, and any and all other indebtedness whether by way of modification, renewal, extension, future advances or otherwise (hereinafter called the "Indebtedness") and the performance of all other covenants, agreements and obligations of the Grantors under the Note and hereunder, the Grantors hereby

CONVEY and WARRANT to the Lender the following described real estate (hereinafter called the "premises") situated in the Village of South Holland County of Cook State of Illinois, to wit:

LOT 43 IN BLOCK 6 IN CHAPMAN'S TULIP TERRACE, BEING A SUBDIVISION IN THE NORTHWEST 1/4 OF SECTION 23, TOWNSHIP 36 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED APRIL 3, 1957 AS DOCUMENT 16866519, IN COOK COUNTY, ILLINOIS

COOK COUNTY, ILLINOIS

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PERMANENT INDEX NO: 29-23-107-043-0000 PROPERTY ADDRESS: 16350 Ingleside Ave., South Holland, Il. 60472

together with all improvements, tenements, easements, fixtures and appurtenances now or hereafter thereto belonging, including all heating, air-conditioning, gas and plumbing apparatus and fixtures, and everything appurtenant thereto, and all rents, issues and profits thereof or therefrom; hereby releasing and waiving any and all rights under and by virtue of the homestead exemption laws of the State of Illinois.

The Grantors covenant and agree: (1) to pay the Indebtedness, with interest thereon; (2) to pay, before any penalty attaches, all taxes and assessments against said premises, and on demand to exhibit receipts therefor; (3) within sixty days after any destruction or damage, to rebuild or restore all buildings and improvements on the premises that may have been destroyed or damaged; (4) that waste to the premises shall not be committed or suffered; (5) to keep all

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Before releasing this Mortgage, the Lender or its Successor shall receive for its services a fee as determined by its rate schedule in effect when the release deed is issued.

The Grantors further agree that all expenses and disbursements paid or incurred on behalf of the Lender in connection with the foreclosure hereof (including reasonable attorneys' fees, appraisals, outlays for documentary evidence, stenographers' charges and cost of procuring or completing abstract showing the whole title of said premises embracing foreclosure decree) shall be paid by the Grantors; and the like expenses and disbursements, occasioned by any suit or proceeding wherein the Lender, as such, may be a party, shall also be paid by the Grantors. All such expenses and disbursements shall be an additional lien upon the premises, and shall be taxed as costs and included in any decree that may be rendered in such foreclosure proceedings; whether decree of sale shall have been entered or not, shall not be dismissed, nor release hereof given, until all such expenses and disbursements, and the costs of suit, including attorneys' fees, have been paid. The Grantors, for the Lender and for the benefit of the Lender, its successors and assigns of the Grantors, waive all right to the possession of and income from the premises pending such foreclosure proceedings, and agree that, upon the filing of any complaint to foreclose this Mortgage, the court in which such complaint is filed may at once, and without notice to the Grantors, or to any party claiming under the Grantors, appoint a receiver to take possession or charge of the premises with power to collect the rents, issues and profits of the premises.

The Grantors further agree that, in the event of a breach of any of the aforesaid covenants or agreements, or of any covenants or agreements contained in the Note, the indebtedness secured hereby shall, at the option of the Lender, without demand or notice of any kind, become immediately due and payable and shall be recoverable by foreclosure hereof, or by suit at law or both, to the same extent as if such indebtedness had been matured by its express terms.

The Grantors further agree that, in the event of any failure to insure or pay taxes or assessments, or pay the indebtedness secured by any prior encumbrances, either the Lender may, from time to time, but need not, procure such insurance, or pay such taxes or assessments, or discharge or purchase any tax lien or title affecting the premises, or pay the indebtedness securing any prior encumbrances on the premises; and the Grantors agree to reimburse the Lender, as the case may be, upon demand, for all amounts so paid, together with interest thereon at a rate equal to 4% above the rate on the Note from the date of the payment to the date of reimbursement, and the same shall be so much additional indebtedness secured hereby.

The Grantors further agree not to create, effect or consent to or alienation of the premises or any part thereof, whether effected directly, indirectly, voluntarily or involuntarily, by operation of law or otherwise, without the prior written consent of the Lender. The Lender may condition its consent upon such increase in rate of interest payable upon the indebtedness, change in monthly payments thereon, change in maturity thereof and/or payment of a fee, all as the Lender may in its discretion require. The foregoing provisions of this mortgage shall apply (1) to loans securing the above-described indebtedness (2) to loans securing the Lender's assessment not in default.

buildings and other improvements now or hereafter on the premises and under such policies and in such form, all as shall reasonably be satisfactory to the Lender, which policies shall provide that loss thereunder shall be payable first to the holder of any prior encumbrance on the premises and second to the Lender, as their respective interests may appear, and, upon request, to furnish to the Lender satisfactory evidence of such insurance; and (6) to pay, when due, all indebtedness which may be secured by any prior encumbrances on the premises.

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