

UNOFFICIAL COPY 93074168

MORTGAGE

THIS INDENTURE WITNESSETH: That the undersigned BORKO PULJIC AND OLGA PULJIC, 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 Mortgagee, the following real estate, situated in the County of Cook in the State of Illinois, to wit:

Lot 37 in J.F. Triska's Subdivision of the West 22 acres of the East 33 acres of the South 42 1/2 acres of the West half of the Southwest quarter of Section 12, Township 38 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

PIN #19-12-316-047-0000
Common Address: 5318-20 S. Albany
Chicago, IL 60632

COOK COUNTY, ILLINOIS
FILED FOR RECORD

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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, the sum of One Hundred Ten Thousand and no/100 Dollars (\$ 110,000.00), which note, together with interest thereon as provided by said note, is payable in monthly installments of One Thousand Sixty-seven and 17/100 DOLLARS (\$ 1,067.17) on the 1st day of each month, commencing with February 1, 1992 until the entire sum is paid.

The mortgagor shall not suffer or permit, without the written consent of the mortgagee, a sale, assignment or transfer of any 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 on the said property.

The mortgagor 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.

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 payments 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 moneys 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.

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UNOFFICIAL COPY

Box 1003

MORTGAGE

TO

Loan No.

Prepared By: Janice M. Gebata
MAIL TO: 2869 S. Archer Avenue (60608)

My Commission Expires 9/10/95
Cook County, Illinois
Notary Public
Cheryl Ann...
"OFFICIAL"

Notary Public
A. D. 1993

GIVEN under my hand and Notarial Seal, this _____ day of JANUARY, 1993, before me this day in person and acknowledged that they personally known to me to be the same person(s) whose name(s) (is) (are) subscribed to the foregoing instrument, appeared and delivered the said instrument as signed, sealed and delivered to the foregoing instrument, including the release and waiver of the right of homestead.

DO HEREBY CERTIFY that BOBKO PUBLIC AND OLGA PUBLIC, his wife, a Notary Public in and for said county, in the State aforesaid, I, Emil S. Gebata, Cook

STATE OF ILLINOIS
COUNTY OF Cook

(SEAL) Bobko Public
(SEAL) Olga Public

day of JANUARY, A. D. 1993

IN WITNESS WHEREOF, the undersigned have hereunto set their hands and seals this 25th

the event of a foreclosure sale of said premises there shall first be paid out of the proceeds thereof all of the aforesaid items, placed suit or proceeding which might affect the security hereof, whether or not actually commenced. In commencement of any suit for the foreclosure hereof after the accrual of the right to foreclose, whether or not actually either party hereto shall be a party by reason of this mortgage or the note hereby secured; or (b) proceedings for the payable by the Mortgagee in connection with (a) any proceeding including probate or bankruptcy proceedings to which said premises; all of which amounts together with interest as herein provided shall be immediately due and either to prosecute such suit or to evidence to bidders at any sale held pursuant to such decree the true title to or value which may be paid or incurred by or on behalf of the Mortgagee and deemed by the Mortgagee to be reasonably necessary; decree of sale all expenditures and expenses together with interest thereon at the rate of TWELVE AND ONE (12.00%) per annum; and upon foreclosure of said premises, there shall be allowed and included as an additional indebtedness in the item whether there be a defect thereof in person and or not, such receiver may elect to terminate any lease junior to the item protection and preservation of the property, including the expenses of such receivership, or on any deficiency decree as after the Mortgagee's sale, toward the payment of the indebtedness, costs, taxes, insurance or other items necessary for the and the statutory period of redemption, and such rents, issues and profits, when collected, may be applied before as well manage and rent and to collect the rents, issues and profits of said premises during the pendency of such foreclosure suit at any time, and without notice to the Mortgagee, or any party claiming under him, appoint a receiver with power to (4) The upon the commencement of any foreclosure proceeding hereunder, the court in which such bill is filed may of the premises commase without offering the several parts separately; and said Mortgagee may also immediately proceed to foreclose this mortgage, and in any foreclosure a sale may be made; and apply toward the payment of said mortgage indebtedness any indebtedness of the Mortgagee to the Mortgagee, without notice all sums secured hereby immediately due and payable, whether or not such default be remedied by Mort- our affecting the lien hereby created or the priority of said lien or any right of the Mortgagee hereunder, to declare, said property, then and in any of said events, the Mortgagee is hereby authorized and empowered, at its option, and with- be placed under control of or in custody of any court or officer of the government, or if the Mortgagee abandon any of or against the Mortgagee, or if the Mortgagee shall make an assignment for the benefit of his creditors or if his property or in making any payment under said note or obligation or any extension or renewal thereof, or if proceedings in bankruptcy by (3) That time is of the essence hereof, and if default be made in performance of any covenant herein contained under Section A(4) above, or for either purpose; (2) That it is the intent hereof to secure payment of said note whether the entire amount shall have been advanced to the Mortgagee at the date hereof or at a later date, or having been advanced, shall have been repaid in part and further advances made at a later date, which advances shall in no event operate to make the principal sum of the indebtedness greater than the original principal amount plus any amount or amounts that may be added to the mortgage indebtedness under the terms of this mortgage for the purpose of protecting the security and for the purpose of paying premiums hereunder; and that Mortgagee shall not incur any personal liability because of anything it may do or omit to do here- behalf everything so covenanted, that the Mortgagee may also do any act it may deem necessary to protect the lien hereof; that the Mortgagee will repay upon demand any monies paid or disbursed by the Mortgagee for any of the above purposes and such monies together with interest thereon at the highest rate for which it is then lawful to contract shall become so much additional indebtedness hereby secured and may be included in any decree 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 Mort- gagee to inquire into the validity of any lien, encumbrance, or claim in advancing monies as above authorized, but nothing herein contained shall be construed as requiring the Mortgagee to advance any monies for any purpose not to do any act hereunder; and that Mortgagee shall not incur any personal liability because of anything it may do or omit to do here-

B. MORTGAGOR FURTHER COVENANTS:

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