

UNOFFICIAL COPY

93273024

MORTGAGE

25-

THIS INDENTURE, dated APRIL 9, 1993 between

NORMAN H. MATTSON JR. AND TERRI L. MATTSON, HIS WIFE

of the VILLAGE of MIDLOTHIAN 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

THIRTY FOUR THOUSAND AND NO/100THS Dollars (\$ 34,000.00) to the Lender which indebtedness is payable monthly with the full debt, if not paid earlier, due and payable on MAY 1, 2003 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 MIDLOTHIAN County of COOK State of Illinois. to wit:

LOTS 7, 8 AND 9 IN OWNER'S SUBDIVISION OF THE EAST 1/2 OF LOT 9 IN THE FIRST ADDITION TO MIDLOTHIAN GARDENS, BEING A SUBDIVISION OF THE NORTHWEST 1/4 OF SECTION 10, TOWNSHIP 36 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

COOK COUNTY, ILLINOIS
FILED FOR RECORD

93 APR 14 AM 10:57

93273024

93273024

PERMANENT INDEX NO: 28-10-119-016-0000 AND 28-10-119-017-0000
PROPERTY ADDRESS: 14614 KILBOURNE AVENUE, MIDLOTHIAN IL 60445

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

74-28-231-01206-0

UNOFFICIAL COPY

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 attorney's fees, appraisals, outlays for documentary evidence, stenographers' charges and cost of procuring or completing abstract showing the title of said premises embracing foreclosure decrees) 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; which 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 Grantors and for the heirs, executors, administrators, 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 all expenses and disbursements paid or incurred on behalf of the Lender in connection with the foreclosure hereof (including reasonable attorney's fees, appraisals, outlays for documentary evidence, stenographers' charges and cost of procuring or completing abstract showing the title of said premises embracing foreclosure decrees) 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; which 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 Grantors and for the heirs, executors, administrators, 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 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 that 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 shall not suffer or permit any conveyance, sale, assignment, transfer, lien, pledge, mortgage, security interest or other encumbrance 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 sole discretion require. The foregoing provisions of this paragraph shall not apply (1) to liens securing the above-described indebtedness or (2) to any lien of current taxes and assessments not in default.

The Grantors further agree not to create, effect or consent to or shall not suffer or permit any conveyance, sale, assignment, transfer, lien, pledge, mortgage, security interest or other encumbrance 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 sole discretion require. The foregoing provisions of this paragraph shall not apply (1) to liens securing the above-described indebtedness or (2) to any lien of current taxes and assessments not in default.

The Grantors further agree not to create, effect or consent to or shall not suffer or permit any conveyance, sale, assignment, transfer, lien, pledge, mortgage, security interest or other encumbrance 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 sole discretion require. The foregoing provisions of this paragraph shall not apply (1) to liens securing the above-described indebtedness or (2) to any lien of current taxes and assessments not in default.

93277024

UNOFFICIAL COPY

The lien of this Mortgage is subject and subordinate only to that
lien RECORDED as Document # 93213283

The term "Grantors" as used herein shall mean all persons signing
this Mortgage and each of them, and this Mortgage shall be jointly and
severally binding upon such persons and their respective heirs,
executors, administrators, successors and assigns and shall inure to
the benefit of the Lender.

Wherever herein the Lender is referred to, such reference shall
be deemed to include the holder from time to time of the Note, whether
so expressed or not, and each such holder of the Note shall have and
enjoy all of the rights, privileges, powers, options and benefits
afforded hereby and hereunder, and may enforce every and all of the
terms and provisions hereof, as fully and to the same extent and with
the same effect as if such holder was herein by name specifically
granted such rights, privileges, powers, options, and benefits and was
herein by name designated the Lender.

All obligations of the Grantors, and all rights, powers and
remedies of the Lender, expressed herein shall be in addition to, and
not in limitation of those provided in the Note or by law.

WITNESS, the hand(s) and the seal(s) of the Grantors as of the
day and year first above written.

Norman H. Mattson Jr. (SEAL) _____ (SEAL)
NORMAN H. MATTSON JR.

Terri L. Mattson (SEAL) _____ (SEAL)
TERRI L. MATTSON

STATE OF ILLINOIS)
) ss
COUNTY OF COOK)

I, a Notary Public in and for the State of Illinois and aforesaid certify
that NORMAN H. MATTSON JR. AND TERRI L. MATTSON, HIS WIFE personally
known to me to be same person(s) subscribed to the foregoing
instrument, appeared before me this day in person, and acknowledged
that THEY signed and delivered said instrument as THEIR free and
voluntary act, for the uses and purposes therein set forth, including
the release and waiver of the right of homestead.

Given under my hand and official seal this 12th day of
April, 1993.

Candace Vedral

(Notary Public)

My Commission Expires:

MAIL TO: (BOX 67 (COOK COUNTY ONLY))
THIS INSTRUMENT PREPARED BY: MARLENE DE YOUNG
FIRST SAVINGS & LOAN ASSN OF SOUTH HOLLAND
475 E. 162ND ST., SO. HOLLAND, IL. 60473

"OFFICIAL SEAL"
CANDACE VEDRAL
Notary Public, State of Illinois
My Commission Expires 5/17/96

eqtymtg1

93227024

UNOFFICIAL COPY

Property of Cook County Clerk's Office