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Mortgage

(Individual Form)

Loan No. 4002134-L05

THE UNDERSIGNED,

DENNIS E. CROTTY AND MARY ANN CROTTY, HIS WIFE, AS JOINT TENANTS

of CHICAGO , County of COOK , State of ILLINOIS.

hereinafter referred to as the Mortgagor, does hereby mortgage and warrant to

PAYSAYER CREDIT UNION

a corporation organized and existing under the laws of the State of Illinois
hereinafter referred to as the Mortgagee, the following real estate in the County of COOK
in the State of ILLINOIS , to-wit:

THE NORTH 40 FEET OF LOT 5 (EXCEPT THE WEST 8 FEET THEREOF) IN BLOCK 89
IN PATRICK H. BARTLETT'S SIXTH ADDITION TO BARTLETT'S HIGHLANDS IN THE
NORTHWEST 1/4 OF SECTION 18, TOWNSHIP 38 NORTH, RANGE 13, EAST OF THE
THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS: DEPT-01 RECORDING
19222 TRAN 8902 05/03/93 14:46:00
PERMANENT ID. TAX NO. 19-18-112-021 : \$3778 : 23-32529
COOK COUNTY RECORDER

PARCEL ALSO KNOWN AS: 5650 S. NEWLAND, CHICAGO, ILLINOIS.

Together with all buildings, improvements, fixtures or appurtenances now or hereafter erected thereon or placed therein, 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 in, upon or therein, the furnishing of which by lessors to lessees is customary or appropriate, including screen doors, window shades, storm doors and windows, floor coverings, screen doors, in a dorm bed, 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 devised, assigned, transferred and set over unto the Mortgagee, whether now due or hereafter to become due as provided herein. The Mortgagor is hereby subrogated to the rights of all mortgagees, lessors 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 SEVENTY THOUSAND DOLLARS AND NO CENTS----- Dollars

(\$ 70,000.00

), which Note, together with interest thereon as therein provided, is payable in monthly installments of

Dollars

\$ 841.56 , commencing the 5th

day of JUNE

, 1993 .

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 SEVENTY THOUSAND DOLLARS AND NO CENTS----- Dollars (\$ 70,000.00

provided that, nothing herein contained shall be considered as limiting the amounts that shall be secured hereby when advanced to protect the security 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 charges against said property (including those heretofore due), and to furnish Mortgagee, upon request, duplicate receipts therefor, and all such liens or charges against said property shall be conclusively deemed valid for the purpose of this requirement, (3) To keep the improvements now or hereafter made 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, in case of foreclosure, extinction, or termination of the period of redemption, 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 with the Mortgagor during said period of periods and continue the period of time chosen satisfactory to the Mortgagee making these payable to the Mortgagee, and in case of foreclosure sale payable to the owner of the certificate of sale, owner of any deficiency, any trustee 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 its 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 purpose, 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 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, offer 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 mortgaged premises and the use hereof, (8) Not to make, suffer or permit, without the written permission of the Mortgagee being first had and obtained, (9) Any use of the property for any purpose other than that for which it is now used, (10) Any alterations of the improvements, apparatus, fixtures or equipment now or hereafter upon said property, (11) Any purchase or conditional sale, lease or agreement under which title is reserved to the vendor, of any apparatus, fixtures or equipment to be placed on 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 private 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 sums are 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 provisions 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 it may deem necessary to protect the lien hereof, that Mortgagor will repay upon demand any money paid or disbursed by Mortgagee for any of the above purposes and such amounts 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 foreclosing this mortgage and paid out of the rents or proceeds of sale of said premises if not otherwise paid, that it shall not be obtrusive upon the Mortgagee to require into the validity of any lien, encumbrance or claim in advancing money as above authorized, but nothing herein contained shall be construed as requiring the Mortgagee to advance any money for any purpose not to do any act hereinabove. And the Mortgagee 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 same account 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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G. That time is of the essence hereof, and if default be made in the performance of any covenant herein contained or in making any payment under this note or obligation or in the maintenance or preservation thereof, or if payment can be demanded to enforce any other term or clause upon any of said property, or upon the date of the recording, in bankruptcy by or against the Mortgagor, or of the defrauder shall make an assignment for the benefit of his creditors or of his property be placed under control of or in custody of any court, or if the Mortgagor abandon any of said property, or upon the sale or transfer of the mortgaged property or an assignment of beneficial interest in said property, without the written consent of the Mortgagor, or upon the death of any maker, endorser, or garnisseur of the note secured hereby, or in the event of the filing of a suit to condemn all or a part of the said property, then and in any of said events, the Mortgagee is hereby authorized and empowered, at its option and without affecting the lien hereby created or the priority of said lien or any right of the Mortgagor hereunder, to declare without notice, all sums secured hereby immediately due and payable whether or not such default be committed by Mortgagor, and apply toward the payment of and mortgagee's undischarged indebtedness of the Mortgagor in the Mortgagage, and said Mortgagor may also immediately proceed to foreclose this mortgage, and in any foreclosure a sale may be made of the premises or parts thereof so far as the several parts separately.

4. That the Mortgagors may employ counsel for advice or other legal services at the Mortgagor's discretion in connection with any dispute as to the date hereby secured or the loss of this instrument, or any litigation to which the Mortgagors may be made a party on account of this loan, or which may affect the title to the property securing the indebtedness hereby secured or which may affect the rights and duties of the trustee, attorney, fees, expenses, etc., to be added to and be a part of the debt hereby secured. Any costs and expenses reasonably incurred in the enforcement of this mortgage and sale of the property securing the same and in connection with any other dispute or litigation affecting said debt or loan, including reasonably estimated amounts to conclude the transaction, shall be added to and be a part of the debt hereby secured. All such amounts shall be paid by the Mortgagor to the Mortgagor on demand, and if not paid shall be included in any decree or judgment as a part of said mortgage debt and shall include interest at the highest contract rate, or if no such agreement, then at the legal rate. In the event of a foreclosure sale of said premises that shall first be paid at the proceeds thereof all of the aforementioned amounts, then the entire indebtedness whether due and payable by the terms herein or not, and the interest due thereon up to the time of such sale, and the overplus, if any, shall be paid to the Mortgagor, and the purchaser shall not be obliged to sue to the application of the purchase money.

In case the mortgaged property, or any part thereof, shall be taken by condemnation, the Mortgagor is hereby empowered to collect and receive all compensation which may be paid for any property taken, or for damages to any property not taken, and compensation so received shall be forthwith applied by the Mortgagor as it may elect, to the immediate reduction of the indebtedness secured hereby, or to the repair and restoration of any property so damaged, provided that any excess over the amount of the indebtedness shall be delivered to the Mortgagee or his assignee.

All assessments, rents, issues and profits of said premises are pledged, assigned and transferred to the Mortgagor, whether now due or hereafter to become due, under or by virtue of any lease or agreement for the use or occupancy of said property, or any part thereof, whether said lease or agreement is written or verbal, and it is the intention hereof (a) to pledge said rents, issues and profits on a parity with said real estate and not secondary and such pledge shall not be deemed merged in any foreclosure decree, and (b) to establish an absolute transfer and assignment to the Mortgagor of all such leases and agreements and all the rights hereunder, together with the right in case of default either before or after foreclosure sale, to enter upon and take possession of, manage, maintain and operate said premises, or any part thereof, make leases, for terms deemed advantageous to it, terminate or modify existing or future leases, collect said rents, issues and profits, regardless of when earned, and use such measures whether legal or equitable as it may deem proper to enforce collection thereof, employ retainers, agents or other employees, hire furnishings and equipment therefor when it deems necessary, purchase a suitable fire and extended coverage and other forms of insurance as may be deemed advisable, and in general exercise all power ordinarily incident to or of the nature of ownership, in advance of however much money necessary for the uses and purposes herein listed in secure which a Lien is hereby created on the mortgaged premises, upon the Mortgagor, from whom they are paid, in the form of any other indebtedness hereby incurred, and out of the income certain reasonable compensation for its use, may insist upon payment of all expenses and all attorney's fees, and all costs of collection, including attorney's fees, incurred in the exercise of the powers herein given, and from time to time apply any balance of amount so paid, in an equal distribution, to every kind, including attorney's fees, incurred in the enforcement of the indebtedness hereby secured, before or after any decree of foreclosure, and for the enforcement purposes, first on the interest and then on the principal of the indebtedness hereby secured, before or after any decree of foreclosure, and on the difference in the proceeds of sale if any, whether there be a decree of foreclosure, therefor or not. Whenever all of the indebtedness secured hereby is paid, and the Mortgagor, in sole discretion, feels that there is no subsequent unascertained default in performance of the Mortgagor's agreements herein, the Mortgagor, in sole discretion, shall relinquish possession and pay to Mortgagor any surplus income in its hands. The possession of Mortgagor may continue until all indebtedness secured hereby is paid in full or until the delivery of a Deed pursuant to a decree foreclosing the lien hereof, but if not deed for issued, then until the expiration of the statutory period during which it may be issued. Mortgagor shall, however, have the discretionary power at any time to refuse to take or to abandon possession of said premises without affecting the lien hereof. Mortgagor shall have all powers, if any, which it might have had retained thus paragraph. No part shall be assignable against Mortgagor based upon any omissions relating to the subject matter of this paragraph unless communicated within forty days after Mortgagor's possession ceases.

8. That upon the commencement of any foreclosure proceeding hereunder, the court in which such suit is filed may at any time, either before or after trial, and without notice to the Mortgagor, or to any party claiming under him, and without regard to the servitude of the Mortgagor in the then value of said premises, or whether the same shall then be occupied by the owner of the equity of redemption as a homestead, appoint a receiver with power to manage and collect and to collect the rents, issues and profits of said premises during the pendency of such foreclosure suit and the statutory period of redemption, and such rents, issues and profits, when collected, may be applied, so far as well as after the sale, towards the payment of the indebtedness, costs, taxes, insurance or other sums necessary for the protection and preservation of the property, including the expenses of such receiver, or, on any deficiency decree, whether there be a decree therefore in personam or real, and if a receiver so appointed he shall remain in possession until the expiration of the full period allowed by statute for redemption, whether there be redemping or not, and until the outcome of suit in case of sale; but it no suit be issued, until the expiration of the statutory period during which it may be issued and no lease of said premises shall be nullified by the appointment or entry in possession of a receiver but he may elect to terminate any lease junior to the item herein.

L. That each right, power and remedy herein conferred upon the Mortgagor is cumulative of every other right or remedy of the Mortgagor, whether herein or by law conferred, and may be enforced concurrently therewith; and that no waiver by the Mortgagor of performance of any covenant herein or in said obligation contained shall thereafter in any manner affect the right of Mortgagor to require or enforce performance of the same or any other of said covenants, that wherever the context hereof requires, the masculine gender, as used herein, shall include the feminine and the neuter and the singular number, as used herein, shall include the plural; that all rights and obligations under this mortgage shall extend to and be binding upon the respective heirs, executors, administrators, successors and assigns of the Mortgagor, and the successors and assigns of the Mortgagor; and that the powers herein mentioned may be exercised as often as occasion therefor arises.

IN WITNESS WHEREOF, this mortgage is executed, sealed and delivered this 28th

day of APRIL , A.D. 1993
Lewis S Crotty (SEAL)
Mary Ann Crotty (SEAL)

(SEAL)

-(SEAL)

STATE OF ILLINOIS
COUNTY OF COOK

COURT OF COOK

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I, the Undersigned, a Notary Public in

and for said County, in the State aforesaid, DO HEREBY CERTIFY THAT DENNIS E. CROTTY & MARY ANN CROTTY
personally known to me to be the same person g whose name 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 theirs free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of all
rights under any homestead, exemption and valuation laws

GIVEN under my hand and Notarial Seal this

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day 10

1880-1881

National Party Pa

"OFFICIAL SEAL"

Roberto Carvajal

Notary Public, State of Illinois
My Commission Expires 6/20/93

NOTE: THIS DOCUMENT WAS PREPARED BY ROBERTO CARVAJAL
PAYSAYER CREDIT UNION
4254 W. LAKE STREET,
MELROSE PARK, ILLINOIS

WHEN RECORDED, PLEASE RETURN TO THE ABOVE ADDRESS