

23-EL

74 36-662 J

THIS INDENTURE WITNESSETH: That the undersigned  
AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO

a corporation organized and existing under the laws of the United States of America  
not personally but as Trustee under the provisions of a Deed or Deeds in trust duly recorded and delivered to the  
undersigned in pursuance of a Trust Agreement dated 1/6/87 and known as trust number  
101091-06 hereinafter referred to as the Mortgagor, does hereby Mortgage and Warrant to

HOYNE SAVINGS BANK

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:

LOT 7 IN ENHANCED PALM'S SUBDIVISION OF THE WEST 10 ACRES OF THE NORTH EAST  
1/4 OF THE NORTH EAST 1/4 OF SECTION 5, TOWNSHIP 42 NORTH, RANGE 10 EAST OF  
THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

COOK COUNTY, ILLINOIS  
PREVIOUS TO 10/10/80

MAY - 14 11:00:55

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Together with all buildings, improvements, fixtures, appliances now or hereafter erected thereon or placed thereon, including all apparatus, equipment, fixtures, or articles, whether in single units or contrary controlled, used to supply heat, gas, air conditioning, water, light, power, refrigeration, ventilation or other services, and any other thing now or hereafter thereon or thereon, the furnishing of which by lessors is deemed customary or appropriate, including screens, window shades, storm doors and windows, floor coverings, screen doors, in a door case, pantries, steps and water heaters (all of which are intended to be used and 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 pledged, assigned, transferred and set over unto the Mortgagee, whether now due or hereafter to become due or provided herein. The Mortgagee is hereby subrogated to the rights of all mortgages, liens and claims paid off by the proceeds of the loan hereby secured.

TO HAVE AND TO HOLD the said property, with said buildings, fixtures, appliances, apparatus and equipment, and with all the rights and advantages therein belonging, unto said Mortgagee forever, for the use therein set forth, free from all rights and benefits under the homestead, exemption and valuation laws of any state, which said rights and benefits said Mortgagee hereby releases and waives

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

ONE HUNDRED TEN THOUSAND AND NO/100ths Dollars

is 110,000.00, which Note, together with interest thereon as therein provided, is payable in monthly installments of

ONE THOUSAND FOUR AND 15/100ths Dollars

is 1,004.15, commencing the First day of June 1993, which payment 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 its 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 any additional advances, in a sum in excess of

ONE HUNDRED TEN THOUSAND AND NO/100ths Dollars is 110,000.00

provided that, nothing herein contained shall be considered as limiting the amounts that shall be secured hereby when advances 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, sewer charges, service charges against said property including those heretofore due, and to furnish mortgages, upon request, duplicate certificates thereof, and all other items extended against said property shall be conclusively deemed valid for the purpose of this requirement; (3) To keep the improvements now or hereafter upon the premises insured against damage by fire, and from 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, or in case of foreclosure, until expiration of the period of redemption, in 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 Mortgagee during said period or periods, and contain the usual clause satisfactorily to the Mortgagee making them payable to the Mortgagee, and in case of foreclosure sale payable to the owner of the certificate of sale or any deficiency, any receiver or assignee thereof, or any grantee of said premises 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 assignments required to be signed by the insured and to complete, and the Mortgagor agrees to sign, upon demand, all receipts, vouchers and releases required to be signed by the Mortgagee for such purposes; 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 on 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 risk, suffer or permit any unlawful use of any premises to exist on said property nor to diminish nor impair its value by any act of omission to act; (7) To comply with all requirements of law with respect to use of the property for any purpose other than that for which it is now used; (8) Not to make, suffer or permit any alterations of the improvements, apparatus, appliances, fixtures or equipment now or hereafter upon said property; (9) any purchase on conditional sale, lease or agreement under which title is reserved in the vendor, at any apparatus, fixtures or equipment to be placed in or upon any buildings or improvements on said property; (10) To complete within a reasonable time any buildings or improvements now or at any time in process of erection upon the premises.

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 as aforesaid, the undersigned promises to pay to the Mortgagee a pro rata 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 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, the undersigned promises to pay the difference upon demand. If such sums are held or carried in a savings account or other 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 advances 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 Advances Agreement may be given and accepted for such advance and provision 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 Mortgagee may also do any act it may deem necessary to protect the lien hereof; that Mortgagee will upon demand any moneys paid or disbursed by Mortgagee for any of the above purposes and such moneys together with interest thereon at the highest rate for which it is then lawful to contract shall be deemed to be such additional indebtedness secured by this mortgage with the same priority as the original indebtedness and may be included in any decree for enforcing 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 Mortgagee to insure the validity of any lien, encumbrance or claim in advancing moneys as above authorized, but nothing herein contained shall be construed as requiring the Mortgagee to advance any moneys for any purpose nor to do any act hereunder; 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 entire amount shall have been advanced to the Mortgagee on 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.

F That if all or any part of the property or any interest therein is sold or transferred by Mortgagor without the prior written consent of Mortgagee, including (a) the creation of a lien or encumbrance subordinate to the mortgage, (b) the creation of a purchase money security interest for household appliances, (c) a transfer by devise, intestacy, or by operation of law upon the death of a joint tenant or (d) the grant of any leasehold interest of three years or less not containing an option to purchase, Mortgagee may, at Mortgagee's option, declare without notice all of the sums secured by this mortgage to be immediately due and payable.

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