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UNOFFICIAL COPY
COOK COUNTY IL DEED RECORD
THE IRVING BANK
Chicago, Illinois 60634
1994 AUG -8 AM 8:50

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Prepared by:
and mail to:
Gregory B. Whipple
5900 W. Irving Park Rd.
Chicago IL 60634

MORTGAGE

THIS INDENTURE WITNESSETH: That the undersigned, EMIL SZMIT and KRYSTYNA SZMIT,
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

THE IRVING BANK
a banking association 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 4 IN KIRCHOFF'S MILWAUKEE AVENUE SUBDIVISION IN SECTION 16, TOWNSHIP 40
NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY,
ILLINOIS.

PIN: 13-16-110-044-0000
Commonly known as: 4701 North Milwaukee Avenue, Chicago, Illinois

TOGETHER with all easements, 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 other services and any other thing now or hereafter installed
therein or thereon, including but not limited to, screens, window shades, storm doors and windows, floor coverings, screen
doors, built-in beds, awnings, stoves, built-in ovens, water heaters, washers, dryers and disposal units all of which are declared
to be a part of said real estate whether physically attached thereto or not.

TOGETHER with the rents, issues and profits thereof which are hereby assigned, transferred and set over unto the Mort-
gagee, whether now due or which may hereafter become due under or by virtue of any lease whether written or verbal, or any
agreement for the use or occupancy of said property, or any part or parts thereof, which may have been heretofore, or may be
hereafter made or agreed to, or which may be made and agreed to by the Mortgagee under the power herein granted to it; it
being the intention hereby to establish an absolute transfer and assignment to the Mortgagee of all such leases and agreements
existing or to hereafter exist for said premises, and to use such measures, legal or equitable, as in its discretion may be
deemed proper or necessary to enforce the payment or security of such avails, rents, issues and profits, or to secure and main-
tain possession of said premises, or any portion thereof, and to fill any and all vacancies and to rent, lease or let any portion of
said premises to any party or parties, at its discretion, with power to use and apply said avails, issues and profits to the pay-
ment of all expenses, care and management of said premises, including taxes and assessments, and to the payment of any
indebtedness secured hereby or incurred hereunder.

TO HAVE AND TO HOLD the said property, with said appurtenances, apparatus and fixtures, unto said Mortgagee forever,
for the uses herein set forth, free from all rights and benefits under any statute of limitations and under the Homestead Exemp-
tion Laws of the State of Illinois, which said rights and benefits the said Mortgagor does hereby release and waive.

Upon payment of the obligation hereby secured, and performance of all obligations under this mortgage and the note
secured by it, said note shall be marked paid and delivered to the maker of his assignee, together with his mortgage duly can-
celled. A reasonable fee shall be paid for cancellation and release.

TO SECURE:

1. The payment of a note and any renewals and extensions thereof, and the performance of the obligation therein con-
tained executed and delivered concurrently herewith by the Mortgagor to the Mortgagee in the sum of (\$179,000.00)
ONE HUNDRED SEVENTY-NINE THOUSAND AND 00/100

Dollars, which is payable as provided in said note until said indebtedness is paid in full.

2. Any additional advances made by the Mortgagee to the Mortgagor, or its successors in title, prior to the cancellation of
this mortgage, provided that this mortgage shall not at any time secure more than ONE HUNDRED SEVENTY-NINE
THOUSAND AND 00/100 (\$179,000.00) Dollars, plus any advance necessary for the protection
of the security, interest and cost; and

3. All of the covenants and agreements in said note (which is made a part of this mortgage contract) and this mortgage.

A. THE MORTGAGOR COVENANTS:

(1) To pay all taxes, assessments, hazard insurance premiums and other charges when due; (2) keep the improvements
now or hereafter upon said premises insured against damage by fire, windstorm and such other hazards of liability as the Mort-
gagee may require to be insured against until said indebtedness is fully paid, or in case of foreclosure, until expiration of the
period of redemption, for the full insurance value thereof, in such companies 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
making them payable to the Mortgagee, and in case of foreclosure sale payable to the owner of the certificate of sale; and in
case of loss, the Mortgagee is authorized to adjust, collect and compromise, in its discretion, all claims under such policies, and
the Mortgagor agrees to sign, upon demand, all receipts, vouchers and releases required of him by the insurance companies;
the Mortgagee is authorized in its discretion to apply the proceeds of any such insurance to the discharge of any obligation
insured against, to a restoration of the property or to the indebtedness of the Mortgagor and any application to the indebtedness
shall not relieve the Mortgagor from making monthly payments until the debt is paid in full; (3) to apply for, secure, assign to
Mortgagee and carry such disability insurance and life insurance as may be required by Mortgagee in companies acceptable to
Mortgagor, and in a form acceptable to it, and such disability insurance may be required in an amount not in excess of pay-
ments necessary to pay the sums secured by this mortgage and such life insurance may be required in an amount not in
excess of the unpaid balance of the debt secured by this mortgage; (4) not to commit or suffer any waste of such property, and
to maintain the same in good condition and repair; (5) to promptly pay all bills for such repairs and all other expenses incident
to the ownership of said property in order that no lien or mechanics or materialmen shall attach to said property; (6) not to
suffer or permit any unlawful use of or any nuisance to exist upon said property; (7) not to diminish or impair the value of said
property or the security intended to be affected by virtue of this mortgage by any act or omission to act; (8) to appear in an
defense any proceeding which in the opinion of the Mortgagee affects its security hereunder, and to pay all costs, expenses and
attorney's fees incurred or paid by the Mortgagee in any proceedings in which it may participate in any capacity by reason of
this mortgage; (9) that the mortgaged premises will at all times be maintained, repaired and operated in accordance with the
Building, Fire, Zoning, Health and Sanitation Laws and Ordinances of any governmental board, authority or agency having juris-
diction over the mortgaged premises; (10) not to suffer or permit without the written permission or consent of the Mortgagee
being first had and obtained; (a) any use of said property for a purpose other than that for which the same is now used; (b) any
alterations, additions to, demolition or removal of any of the improvements, apparatus, fixtures or equipment now or hereafter
upon said property; (c) a purchase upon conditional sale, lease or agreement under which title is reserved in the vendor, of any
apparatus, fixtures or equipment to be placed in or upon any building or improvement upon said property; (d) a sale, assign-
ment or transfer of any right, title or interest in and to said property or any portion thereof, or any of the improvements, appara-
tus, fixtures or equipment which may be found in or upon said property.

THE MORTGAGOR FURTHER COVENANTS:

(1) That in case of his failure to perform any of his covenants herein, the Mortgagee may do on behalf of the Mortgagor
everything so covenanted; that said Mortgagee may also do any act it may deem necessary to protect the lien of this mortgage;

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(9) Mortgagor hereby waives any and all rights of redemption from sales under any order or decree of foreclosure of this mortgage on its own behalf and every person, except any decree or judgment creditors of mortgagor who have acquired an interest in or title to the premises subsequent to the date of this mortgage.

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and that the Mortgagor will immediately repay any money paid or disbursed by the 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 become so much additional indebtedness secured by this mortgage and may be included in any decree foreclosing this mortgage and be paid out of the rents or proceeds of the sale of said premises, if not otherwise paid; that it shall not be obligatory upon the Mortgagee to inquire into the validity of any lien, encumbrance or claim in advancing moneys in that behalf 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; that the Mortgagee shall not incur personal liability because of anything it may do or omit to do hereunder.

(2) That in the event the ownership of said property or any part thereof becomes vested in a person or entity other than the Mortgagor, the Mortgagee may, without notice to the Mortgagor, deal with such successor or successors in interest with reference to this mortgage and the debt hereby secured in the same manner as the Mortgagor, and may forbear to sue or may extend time for payment of the debt secured hereby without discharging or in any way affecting the liability of the Mortgagor hereunder or upon the debt hereby secured;

(3) That time is of the essence hereof and if default be made in performance of any covenant herein contained or in making any payment under said Note or any extension or renewal thereof, or if proceedings be instituted to enforce any other lien or charge upon any of said property, or upon the filing of a proceeding in bankruptcy by or against the Mortgagor, or if the Mortgagor shall make an assignment for the benefit of creditors or if the property of the Mortgagor be placed under control of or in custody of any court, or if the Mortgagor abandon any of said property, or if the Mortgagor shall sell said property under a contract for deed, 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 Mortgagee hereunder, to declare, without notice, all sums secured hereby immediately due and payable, whether or not such default be remedied by the Mortgagor, and apply toward the payment of said mortgage indebtedness any indebtedness of the Mortgagor to the Mortgagee, and said Mortgagee may also immediately proceed to foreclose this mortgage.

(4) When the indebtedness hereby secured shall become due whether by acceleration or otherwise, Mortgagee shall have the right to foreclose the lien hereof. In any suit to foreclose the lien hereof, there shall be allowed and included as additional indebtedness in the decree for sale all expenditures and expenses which may be paid or incurred by or on behalf of Mortgagee for attorneys' fees, appraiser's fees, outlays for documentary and expert evidence, stenographers' charges, publication costs and costs (which may be estimated as to items to be expended after entry of the decree) of procuring all such abstracts of title, title searches, and examinations, title insurance policies, Torrens certificates, and similar data and assurances with respect to title as Mortgagee may deem to be reasonably necessary either to prosecute such suit or to evidence to bidders at any sale which may be had pursuant to such decree the true condition of the title to or the value of the premises. All expenditures and expenses of the nature in this paragraph mentioned shall become so much additional indebtedness secured hereby and immediately due and payable, with interest thereon at the highest rate permitted by Illinois law, when paid or incurred by Mortgagee in connection with (a) any proceeding, including probate and bankruptcy proceedings, to which the Mortgagee shall be a party, either as plaintiff, claimant or defendant, by reason of this mortgage or any indebtedness hereby secured; or (b) preparations for the commencement of any suit for the foreclosure hereof after accrual of such right to foreclose whether or not actually commenced; or (c) preparations for the defense of any actual or threatened suit or proceeding which might affect the premises or the security hereof.

(5) The proceeds of any foreclosure sale of the premises shall be distributed and applied in the following order of priority: First, on account of all costs and expenses incident to the foreclosure proceedings, including all such items as are mentioned in the preceding paragraph hereof; second, all other items which under the terms hereof constitute secured indebtedness additional to that evidenced by the note, with interest thereon as herein provided; third, all principal and interest remaining unpaid on the note; fourth, any overplus to Mortgagor, the heirs, legal representative or assigns of the Mortgagor, as their rights may appear.

(6) Upon or at any time after the filing of a complaint to foreclose this mortgage the court in which such complaint is filed may appoint a receiver of said premises. Such appointment may be made either before or after sale, without notice, without regard to the solvency or insolvency of Mortgagor at the time of application for such receiver and without regard to the then value of the premises or whether the same shall be then occupied as a homestead or not, and the Mortgagee may be appointed as such receiver. Such receiver shall have power to collect the rents, issues and profits of said premises during the pendency of such foreclosure suit and, in case of a sale and a deficiency, during the full statutory period of redemption, whether there be redemption or not, as well as during any further times when Mortgagor, except for the intervention of such receiver, would be entitled to collect such rents, issues and profits, and all other powers which may be necessary or are usual in such cases for the protection, possession, control, management and operation of the premises during the whole of said period. The court from time to time may authorize the receiver to apply the net income in his hands in payment in whole or in part of: (1) The indebtedness secured hereby, or by any decree foreclosing this mortgage, or any tax, special assessment or other lien which may be or become superior to the lien hereof or of such decree, provided such application is made prior to foreclosure sale; (2) the deficiency in case of a sale and deficiency.

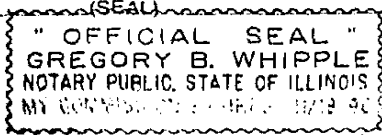
(7) That each right, power and remedy herein conferred upon the Mortgagee is cumulative of every other right or remedy of the Mortgagee, whether herein or by law conferred, and may be enforced, concurrently therewith; that no waiver by the Mortgagee of performance of any covenant herein or in said obligation contained shall thereafter, in any manner affect the right of Mortgagee, 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 singular number, as used herein, shall include the plural; that all rights and obligations under this mortgage shall extend to and be binding on the respective heirs, executors, administrators, successors and assigns of the Mortgagor and the Mortgagee;

(8) That in the event title shall be conveyed to any person or persons, firm, trust or corporation other than the undersigned or any one or more of them, then the Mortgagee after such transfer of title shall have the right to adjust the annual rate of interest to be paid under the terms of the note secured hereunder. Whenever the Mortgagee, or its successors or assigns, shall increase the rate of interest in accordance with the foregoing provision, it shall give written notice specifying the new rate; and the effective date of any such increase shall be the date of such transfer or conveyance.

IN WITNESS WHEREOF, each of the undersigned has hereunto set his hand and seal this 3rd day of August A.D., 19 94.

Emil Szmít (SEAL) Krystyna Szmít (SEAL)

State of Illinois)
County of Cook) SS



I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that EMIL SZMIT and KRYSZYNA SZMIT are personally known to me to be the same person or persons whose name or names 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 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 notarial seal, this 3 day of August A.D., 19 94

Notary Public

My commission expires the 18 day of November A.D., 19 96.