Success National Bank Mortgage (Individual)

DEPT-01 RECORDING \$23.00
T+00000 TRAH 6009 01/07/94 10:24:00
#5251 # - 94-02 1800
COOK COUNTY RECORDER

The above space for RECORDER'S USE ONLY

does hereby Convey and Mortgage to Success National Bank, a National Banking Association, having an office and place of business in Lincolnahire, Illinois, hereinafter referred to as the Mortgagee, the following real estate situation in the County of Cook  State of Illinois, to wit:  PARCEL 1: TIE SCUTH 20 FEET OF LOT 11 AND THE NORTH 20 FEET OF LOT 12 IN BLCCK 4: IN OLIVER SALINGER AND COMPANY'S SECOND KIMBALL BOULEVARD ADDITION TO NORTH EDGEWATER SUBDIVISION OF THE NORTHWEST 1/4 OF SECTION 2, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPLE MEDIJIAN 6024 N. MONTICELIO, CHILINOIS.  PI.N. 13-02-126-0.65 ** HOUSTON, CHILINOIS.  PI.N. 13-02-126-0.65 ** HOUSTON, CHILINOIS.  TO HAVE AND TO HOLD the said property unto said wind.  TO HAVE AND TO HOLD the said property unto said of the State of Illinois, which said rights and benefits under the Home test E-emption Laws of the State of Illinois, which said rights and benefits said Mortgagors do hereby release and waive.  This mortgage is given to secure: (1) The payment of a certain indebtedness payable to the order of the mortgagee, evidenced by the Mortgagors Note of even date herewith in he Principal sum of One hundred thousand on 300/100		TH	S INDENTURE,	nade _ De	cembe	20	, 19 9 3 Witnesseth, that the		
Lincolambire, Illinois, hereunder referred to as the Mortgages, the following real cause situation in the County of COOK  State of Illinois, to will  PARCEL 1: TIE SCUTH 20 FEET OF LOT 11 AND THE NORTH 20 FEET OF  LOT 12 IN BLOCK 1: IN OLIVER SALINGER AND COMPANY'S SECOND KIMBAIL  BOULEVARD ABOLTION TO NORTH EGGEWATER SUBDIVISION OF THE NORTHERS  1/4 OF SECTION J. TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD  POLITICAL OF THE NORTHERS STATE OF THE THIRD TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD  TOKETHER with all accounting and improvements now as breaster exected thereon and all appartmenances, appearatus and for the county of the critical state of the second of the county of the count		und	emigned David	Schne	rr and	d Batsheva	Schnell ** hereinafter referred to as Mortgagors,		
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## **UNOFFICIAL COPY**

THIS COMPANY'S, CONDITIONS AND PROVISIONS REFERRED TO ON PAGE 1 (THE REVERSE HIPE OF THIS MORTGAGID)

- 1. Mortgagers shall (1) promptly repair, restore or rebuild any buildings or improvements now or hereafter on the premises which may become damaged or be descroyed; (2) heep eaid premises in good condition and repair, without waste, and free from mechanic's or other liens on claims for lien not expressly subordinated to the lien thereof; (3) pay when due any indebtedness which may be secured by a lien or charge on the premises superior too the lien hereof, and upon request exhibit satisfactory evidence of the discharge of such prior lien to the Mortgagec; (4) complete within a reasonable time any buildings now or at any time in the process of exection upon said premises; (5) comply with all requirements of law or municipal ordinances with respect to the premises and the use thereof; (6) make not material afterations in said premises except as required by law or municipal ordinance.
- 2. Morrgagors shall pay before any penalty attaches all general taxed, and shall pay special taxes, special assessments, water charges, sewer service charges, and other charges against the premises when due, and shall, upon written request, furnish to the Mortgagore duplicate receipts therefor. To prevent default hereunder Mortgagors shall pay in full under protote, in the manner provided by statute, any tax or assessment which Mortgagors may desire to contest.
- 3. In the event of the enactment after this date of any law of Illinois deducting fro the value of land for the purpose of taxation any lien thereon, or imposing upon the Mortgager the payment of the whole or any part of the taxed or assessments or charges or liens herein required to be paid by Mortgagors, or changing in any way the laws relating to the taxation of mortgages, or drives secured by mortgages or the Mortgager interest in the property, or in the manner of collection of taxes, so as to affect this mortgage or the debt secured hereby or the holder thereof, then and it any such event, the Mortgagers, upon demand by the Mortgagers, thall pay such taxes or assessments, or trimburse the Mortgager therefor; previded, however, that if in the opinion of counted for the Mortgagers, it is might be unlawful to require Mortgagors to require Mortgagors to require Mortgagors to the maximum amount permitted by law, then and in such an event, the Mortgager may elect, by notice in writing given to the Mortgagors, to declare all of the indebtedness secured hereby so be and become due and payable in sixty (60) days from the giving of such notice.
- 4. If, by the laws of the United States of America or any state having jurisdiction in the premises, any tax is due or becomes due in respect of the issuance of the note hereby as used, the Mortgagors consent and agree to pay such tax in the manner required by any such law. The Mortgagors further covernant to hold harmless and agree to Indem; as, the Mortgagors, and the Mortgagor's ruccessors or assigns, against any liability incurred by reason of the imposition of any tax on the issuance of the note secured hereby.
- 5. The Mortgagor hereby waives any and all rights of redemption from the sale under any order or decree of foreclosure of this Mortgago on its own behalf and on behalf of section of every person, except decree or judgement creditors of the Mortgagor, acquiring any interest in or title tot the premises subsequent to the date of this Mortgagor.
- 6. Mortgage is hill keep all buildings and improvements now or hereafter situated on said premises insured against loss or damage by fire, lightning and windstorm under policies providing for payment by the insurance companies of moneys sufficient either to pay the cost of replacing or repairing the same of to pay in full the indebtedness secured hereby, all of companies of the Mortgages, under insurance policies payable, in case of loss, or damage, to the Mortgages, and in case of insurance about to expire, shall delive feet real policies not loss than ten days prior or respective dates of expiration.
- 7. In case of default therein, mortgagee may, but need not, make any payment or perform any act hereinbefore required of Mortgagors in any form and manner deemed expedient, and may, but nee not mak: full or partial payments of principal or interest on prior encumbrances, if any, and purchase, discharge, compromise or settle any tax lien or other prior lien or title or the or title or the or redeem from any tax sale or forfeiture affecting said premiets or contrat any tax or assessment. All moneys paid for any of the purposes berein authorized and all, appenses half for or incurred in connection therewith, including attorneys' fees, and any other moneys advanced by Mortgagee to protest the mortgaged premiets and the lien of arcol, thall be so much additional indebtedness accused breeby and shall become immediately due and payable without notice and with interest thereon as the post maturily rate of the note hereby secured. Inaction of Mortgagoe shall never be considered as a waiver of any right accruing to the Mortgagoe on account of any default hereun. To the Mortgagors.
- 8. The Mortgages making any payment here, as invited relating to taxes of measurements, may do so according to any hill, statement or estimate procured from the appropriate public office without inquiry into the course of such hill, statement or estimate or into the validity of any tax, assessment, sale forfeiture, tax lien or citie or claim thereof.
- 9. Mortgagors shall pay each item of indebtedness herein mer none i, both principal and interest, when due according to the terms hereof. At the option of the Mortgagee and without notice to the Mortgagees, all unpaid indebtedness, actual by this mortgage shall, notwithstanding anything in the note or in this mortgage to the contrary, become due and psyable (a) immediately in the case of default in sale, we payment of any installment of principal or interest on the note, or (b) when default shall occur and continue for three days in the performance of any other agreement of the Mirtgagors herein contained.
- 10. When the indebtedness herby secured shall become due whether by accelestion or otherwise, Mortgagee shall have the right to foreclose the lien hereof, there shall be allowed and included as addition, it is tredness in the decree for sale all expenditures and expenses which may be paid or incurred by or on behalf of Mortgages for attorneys' fees, appraiser's fees, outlays for door, not ration and expert evidence, stenographers' charges, publication costs and rosts (which may be estimated as to items to be expended after entry of the decree) of procuring of so it abstracts of title, searches, and examinations, title insurance policies. Torrens certificates, and similar data and assurance with respect to title as Mortgages may do my ob-reasonably necessary either to prosecute such truit or to revidence to bidders at any sale which may be had pursuant to such decree the true condition of the title. Airer to prosecute such twic 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 exp. adio, we and expenses of the nature in this paragraph mentioned shall become so much additional indebtedness secured hereby and immediately dose and payable, who intended to incurred by Mortgagee to in connection with (a) any proceeding, including probate and bas incorner proceedings to which the Mortgagee thall 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 forecloses whether or not actually commenced; or (c) preparations for the city use of any actual or threatened sun or proceeding which might affect the premises or the security hereof.
- 11. The proceeds of any foreclosure sale of the premiers shall be distributed and applied in the following ord: 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 in the second paragraph 'a coft second, all other items which under the terms hereof constitute secured indebtedness additional to that evidenced by the note, with interest thereon as herein provide, third, all principal and interest remaining unpaid on the note; fourth, any overplus to Mortgagors, their heirs, legal representatives or assigns, as their rights may appear.
- 12. Upon or at any time after the filling of a complaint to foreclose this morgage the court in which such complaint is tiled on y expoint 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 Mortgagors 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 Mr. (gregor may be appointed as such a receiver. Such receiver shall have power to collect the resust, issues and profits of said premises during the pendency of such forcide of main and, in case of a sale and deficiency, during the full stanutory period of redemption, whether there be redemption or not, as well as during any further times when Mo. (gag 1s., 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 up to the protections, passession, control, management and operation of the premises during the whole of said period. The Court from time to time may authorize d energy 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 task special assessment or other lien which may be or become superior to the lien hereof or of such docree, provided such application is made prior to foreclosure sale; (2) the deficiency in case of a sale and deficiency.
- 13. No action for the enforcement of the lien or of any provision hereof shall be subject to any defense which would not be good and available to the party interposing same in an action at law upon the note hereby secured.
  - 14. The Mortgagee shall have the right to inspect the premises at all seasonable times and access thereto shall be permitted for that purpose.
- 15. The Moregagors shall periodically deposit with the Moregagoe such sums as the Moregagoe may reasonable require for payment of taxes and assessments on the premises. No such deposit shall bear any interest.
- 16. If the psyment of said indebtedness or any part thereof be extended or varied or if any part of the accurity be released, all persons now or at any time hereafter liable therefor, or interested in said premises, shall be held to assent to such extension, variation or release, and their liability and the lien and all provisions hereof shall continue in full force, the right of recourse against all such persons being expressly reversed by the Mortgagee, notwithstanding such extension, variation or release.
- Morrgagee shall release this morrgage and lien thereof by proper instrument upon payment and discharge of all indebtedness secured hereby and payment of a reasonable for to Mortgagee for the execution of such release.
- 18. This mortgage and all provisions hereof, shall extend to and be binding upon Mortgagors and all persons claiming under or through Wortgagors, and the word "Mortgagors" when used herein shall include all such persons and all persons liable for the payment of the indebtedness or any part thereof, whether or not such persons shall have executed the note or this mortgage. The word "Mortgagee" when used herein shall include the successors sand assigns of the Mortgagee named herein and the holders from time to time, of the note secured hereby.
- 19. The mortgagors shall provide a presonal financial statement on the bank's form on an annual basis. The Mortgagors shall provide a complete copy of all income tax returns within 30 days of the required filing date.