

which may be paid or incurred by or on behalf of the Mortgagee for attorney's fees, Mortgagee's fees, appraiser's fees, out-
ings, court costs, publication costs and costs (which may be estimated as to and include items to be expended after the entry
of the decree) of procuring all such abstracts of title, title searches, examinations and reports, guaranty policies, Torrens

8.250%

device of sale all expenditures and expenses together with interest thereon at the rate of
non-profit and upon foreclosure of said premises, there shall be allowed and included as an additional indebtedness in the
be nullified by the appointment of entry in possession of a receiver but he may elect to terminate any lease junior to the
deed be issued, until the expiration of the statutory period during which it may be issued and no lease of said premises shall
by statute for redemption, whether there be redemption or not, and until the issuance of deed in case of sale, but if no
sonar or not, and if a receiver shall be appointed he shall remain in possession until the expiration of the full period allowed
erty, including the expenses of such receivership, or on any deficiency decree whether there be a decree therefor in per-
payment of the indebtedness, costs, taxes, insurance or other items necessary for the protection and preservation of the prop-
tion, and such rents, issues and profits, when collected, may be applied before as well as after the Master's sale, towards the
the rents, issues and profits of said premises during the pendency of such foreclosure suit and the statutory period of redemp-
the owner of the equity of redemption as a homestead, appoint a receiver with power to manage and rent and to collect
regard to the delivery of the Mortgage or the then value of said premises, or whether the same shall be occupied by
at any time, either before or after sale, and without notice to the Mortgagee, or any party claiming under him, and without
(5) That upon the commencement of any foreclosure proceeding hereunder, the court in which such bill is filed may

offering the several parts separately;
immediately proceed to foreclose this mortgage, and in any foreclosure a sale may be made of the premises en masse without
payment of said mortgage indebtedness any indebtedness of the Mortgagee to the Mortgagee, and said Mortgagee may also
secured hereby irrevocably due and payable, whether or not such default be remedied by Mortgagee, and apply toward the
then hereby created or the priority of said lien or any right of the Mortgagee hereunder, to declare, with notice all sums
then and in any of said events, the Mortgagee is hereby authorized and empowered, at its option, and without affecting the
under control, or if in custody of any court or officer of the government, or if the Mortgagee abandon any of said property,
the Mortgagee, or if the Mortgagee shall make an assignment for the benefit of his creditors or if his property be placed
enforce any lien or charge upon any of said property, or upon the filing of a proceeding in bankruptcy by or against
making any payment under said note or obligation or any extension or renewal thereof, or if proceedings be instituted to
making any payment of the essence hereof, and if default be made in performance of any covenant herein contained or in
(4) That time is of the essence hereof, and if default be made in performance of any covenant herein contained or in

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

under Section A(2) above, or for other purpose.
ness under the terms of this mortgage for the purpose of protecting the security and for the purpose of paying premiums
greater than the original principal amount (plus any amount or amounts that may be added to the mortgage indebted-
advances made at a later date, or at a later date, or having been advanced shall have been paid in part and further
to the Mortgagee at the date hereof or at a later date, or having been advanced shall have been paid in part and further
(2) That it is the intent hereof to secure payment of said note whether the entire amount shall have been advanced

under; and that Mortgagee shall not incur any personal liability because of anything it may do or omit to do hereunder;
to inquire into the ability of any lien, encumbrance, or claim in advance of any money for any purpose, not to do any act here-
much additional indebtedness hereby secured and may be included in any decree foreclosing this mortgage and be paid out
and such moneys together with interest thereon at the highest rate allowed by law for which it is then lawfully contracted shall become so
that the Mortgagee will repay upon demand any moneys paid or demanded by the Mortgagee for any of the above purposes;
behalf of anything so contracted; that the Mortgagee may, at any time, and it may be necessary to protect the lien hereof;
(1) That in the case of failure to perform any of the covenants herein, the Mortgagee may do on the Mortgagee's

B. THE MORTGAGOR FURTHER COVENANTS:

in the same manner and without changing the amount of the monthly payments, unless such change is by mutual consent.
by accidental injury or sickness, or other such contract, making the Mortgagee assignee thereunder, the Mortgagee may pay
or equipment to be placed in or upon, or burdens or improvements on said property.
(5) That if the Mortgagee shall enter into contracts of insurance upon his life and disability insurance for loss of time
use of the property for any purpose other than that for which it is now used, (b) any alterations, additions, demolition, re-
moral or sale of any improvements, fixtures, apparatus, or equipment now or hereafter upon said property,
(c) a purchase on conditional sale, lease or agreement under which title is retained in the vendor, of any apparatus, fixtures

(6) Not to suffer or permit any unlawful use of or any nuisance to exist on said property not to diminish nor impair
its value by any act or omission to act;
(7) To comply with all requirements of law with respect to the mortgaged premises and the use thereof;
(8) Not to suffer or permit any destruction or injury to the premises or any part thereof;

or claim of lien not expressly subordinated to the lien hereof;
(2) To keep said premises in good condition and repair, without waste, and free from any mechanical, or other lien
become damaged or destroyed;
(3) To promptly repair, restore or rebuild any buildings or improvements now or hereafter on the premises which may
upon said premises;

(3) To complete within a reasonable time any buildings or improvements now or at any time in process of erection
from making all monthly payments until the indebtedness is paid in full.
the Mortgagee of any of the proceeds of such insurance to the indebtedness hereby secured shall not excuse the Mortgagee
agrees to sign, upon demand, all receipts, vouchers and releases required of him by the insurance companies; application by
cess, the Mortgagee is authorized to adjust, collect and compromise, in its discretion, all claims thereunder, and the Mortgagee
any receiver or redemption, or any grantee in the Master's or commissioner's deed; and in case of loss under such poli-
forests, and shall contain a clause satisfactory to the Mortgagee making them payable to the Mortgagee, as its in-
the Mortgagee and shall contain a clause satisfactory to the Mortgagee making them payable to the Mortgagee, as its in-
period of redemption; such insurance policies, including additional and renewal policies shall be delivered to and kept by
satisfactory to the Mortgagee, until said indebtedness is fully paid, or in the case of foreclosure, until expiration of the

ards not now contemplated, as the Mortgagee may reasonably require to be insured against, under policies providing for pay-
ment by the insurance companies of moneys sufficient either to pay the cost of repairing or replacing the same or to pay
lighting, windstorm and such other hazards, including liability under laws relating to intoxicating liquors and including haz-
(2) To keep the improvements now or hereafter situated upon said premises insured against loss or damage by fire,
contractively deemed valid for the purpose of this requirement.

(1) To pay immediately when due and payable all general taxes, special taxes, special assessments, water charges,
ments provided by said note in anticipation of such taxes and charges to be applied (hereof), and to furnish the Mortgagee,
upon request, with the original or duplicate receipts (hereof), and all such items extended against said property shall be
water charges, special assessments, special taxes, and all such items extended against said property shall be

A. THE MORTGAGOR COVENANTS:

94366685

UNOFFICIAL COPY

certificates and similar data and assurances with respect to title as Mortgagee may reasonably deem necessary either to prosecute such suit or to evidence to bidders at any sale held pursuant to such decree the true title to or value of said premises; all of which aforesaid amounts together with interest as herein provided shall be immediately due and payable by the Mortgagor in connection with (a) any proceeding, including probate or bankruptcy proceedings to which either party hereto shall be a party by reason of this mortgage or the note hereby secured, or (b) preparations for the commencement of any suit for the foreclosure hereof after the accrual of the right to foreclose, whether or not actually commenced; or (c) preparations for the defense of or intervention in any suit or proceeding or any threatened or contemplated suit or proceeding, which might affect the premises or the security hereof. In the event of a foreclosure sale of said premises there shall first be paid out of the proceeds thereof all of the aforesaid items, then the entire indebtedness whether due and payable by the terms hereof 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 see to the application of the purchase money.

(6) 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 the Mortgagee to require or to 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 upon the respective heirs, executors, administrators, successors and assigns of the Mortgagor and the successors and assigns of the Mortgagee; and that the powers herein mentioned may be exercised as often as occasion therefor arises.

(7) If the Mortgagor sells and conveys said property or any part thereof, the Mortgagee may declare the entire indebtedness secured by this mortgage due and payable immediately, and the acceptance of payments upon said indebtedness shall not constitute a waiver of the right to demand immediate repayment, until the Mortgagee has been notified in writing of such sale and conveyance.

This instrument prepared under
the personal supervision of
C. J. [Name] Attorney
at Law, 123 [Address]
Chicago, Illinois 60641

IN WITNESS WHEREOF, the undersigned have hereunto set their hands and seals, this 28TH day of JANUARY 1994 A. D. 1994

Stanley Ptak (SEAL)
STANLEY PTAK (SEAL)

Wladyslaw Ptak (SEAL)
WLADYSLAWA PTAK (SEAL)

STATE OF ILLINOIS }
COUNTY OF COOK } SS.

I, THE UNDERSIGNED, a Notary Public in and for said county, in the State of Illinois, DO HEREBY CERTIFY that STANLEY PTAK AND WLADYSLAWA PTAK, HIS WIFE,

personally known to me to be the same person(s) whose name(s) ~~XXX~~ (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 28TH day of JANUARY A. D. 1994

[Signature]
Notary Public

My Commission Expires

"OFFICIAL SEAL"
ELIZABETH BIS-SLOWIK
Notary Public, State of Illinois
My Commission Expires 3/11/96

UNOFFICIAL COPY

Box..... 331

MORTGAGE

STANLEY PTAK AND WLADYSLAWA PTAK

5712 W. HIGGINS AVENUE

CHICAGO, ILLINOIS 60630

TO

COMMUNITY SAVINGS BANK
4801 W. BELMONT AVENUE
CHICAGO, ILLINOIS 60641

Property of Cook County Clerk's Office

Loan No. 1415-8.6

98368685