95094725

AFTER RECORDING MAIL TO:
BOX 67 (COOK CO. ONLY)

FIRST SAVINGS & LOAN
ASSOC. OF SOUTH HOLLAND
475 E. 162ND STREET
SOUTH HOLLAND, IL 60473

DEPT-01 RECORDING $29.00
T#0012 TRAN 2367 02/08/95 15:29:00
‡ JJ *-95-094725
COOK COUNTY RECORDER

LOAN # 50554-8.4

MORTGAGE

THIS INDENTURE, dated February 3, 1995 between JOSEPH M. SMITH MARRIED TO JEAN K. SMITH

of the VILLAGE of DOLTON County of COOK State of ILLINOIS (hereinafter called "Grantors") and *FIRST SAVINGS AND LOAN ASSOCIATION OF SOUTH HOLLAND, an Illinois* corporation doing business in the Village of South Holland, County of Cook, State of Illinois (hereinafter, called the "Lender");

WHEREAS, pursuant to the provisions of a certain Note, of even date herewith, between the Grantors and Lender, Grantors are justly indebted in the sum of Nineteen Thousand and no/100 DOLLARS (U.S. $19,000.00) to the Lender which indebtedness is payable monthly with the full debt, if not paid earlier, due and payable on March 1, 2005 at the offices of FIRST SAVINGS AND LOAN ASSOCIATION OF SOUTH HOLLAND 475 East 162nd Street, South Holland, Illinois.

NOW, THEREFORE, to secure the payment, in accordance with the provisions of the Note, of said indebtedness and any and all other indebtedness whether by way of modification, renewal, extension, future advances or otherwise (hereinafter called the "Indebtedness") and the performance of all other covenants, agreements and obligations of the Grantors under the Note and hereunder, the Grantors hereby

CONVEY and WARRANT to the Lender the following described real estate (hereinafter called the "premises") situated in the VILLAGE of DOLTON County of COOK State of Illinois, to wit:

LOT 5 IN BLOCK 6 IN BLOUIN BROTHERS ALMAR MEADOWS SUBDIVISION OF LOT 7 (EXCEPT THE SOUTH 30.79 ACRES THEREOF) AND LOT 1 (EXCEPT THE SOUTH 60 FEET) IN BERGER'S SUBDIVISION OF LOT 7 (EXCEPT THE NORTH 10 ACRES) IN BERGER'S SUB-DIVISION IN THE WEST 1/2 OF SECTION 14 AND OF THE NORTH 18.242 ACRES (EXCEPT THE EAST 60 FEET THEREOF) OF LOT 6 IN THE PARTITION OF THE WEST 1/2 OF SECTION 14, TOWNSHIP 36 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

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together with all improvements, tenements, easements, fixtures and appurtenances now or hereafter thereto belonging, including all heating, air-conditioning, gas and plumbing apparatus and fixtures, and everything appurtenant thereto, and all rents, issues and profits thereof or therefrom; hereby releasing and waiving any and all rights under and by virtue of the homestead exemption laws of the State of Illinois.

The Grantors covenant and agree: (1) to pay the Indebtedness, with interest thereon; (2) to pay, before any penalty attaches, all taxes and assessments against said premises, and on demand to exhibit receipts therefor; (3) within sixty days after any destruction or damage, to rebuild or restore all buildings and improvements on the premises that may have been destroyed or damaged; (4) that waste to the premises shall not be committed or suffered; (5) to keep all buildings and other improvements now or hereafter on the premises insured against such risks, for such amounts and with such companies and under such policies and in such form, all as shall reasonably be satisfactory to the Lender, which policies shall provide that loss thereunder shall be payable first to the holder of any prior encumbrance on the premises and second to the Lender, as their respective interests may appear, and, upon request, to furnish to the Lender satisfactory evidence of such insurance; and (6) to pay, when due, all indebtedness which may be secured by any prior encumbrances on the premises.

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The Grantors further agree not to create, effect or consent to or shall not suffer or permit any conveyance, sale, assignment, transfer, lien, pledge, mortgage, security interest or other encumbrance or alienation of the premises or any part thereof, whether effected directly, indirectly, voluntarily, or involuntarily, by operation of law or otherwise, without the prior written consent of the Lender. The Lender may condition its consent upon such increase in rate of interest payable upon the indebtedness, change in monthly payments thereon, change in maturity thereof and/or payment of a fee, all as the Lender may in its sole discretion require. The foregoing provisions of this paragraph shall not apply (i) to liens securing the above-described Indebtedness or (ii) to any lien of current taxes and assessments not in default.

The Grantors further agree that, in the event of any failure so to insure or pay taxes or assessments, or pay the indebtedness secured by any prior encumbrances, either the Lender may, from time to time, but need not procure such insurance, or pay such taxes or assessments, or discharge or purchase any tax lien or title affecting the premises, or pay the Indebtedness securing any prior encumbrances on the premises, and the Grantors agree to reimburse the Lender, as the case may be, upon demand, for all amounts so paid, together with interest thereon at a rate equal to 4% above the rate on the Note from the date of payment to the date of reimbursement, and the same shall be so much additional indebtedness secured hereby.

The Grantors further agree that, in the event of a breach of any of the aforesaid covenants or agreements, or of any covenants or agreements contained in the Note, the Indebtedness secured hereby shall, at the option of the Lender, without demand or notice of any kind, become immediately due and payable and shall be recoverable by foreclosure hereof, or by suit at law, or both, to the same extent as if such indebtedness had been matured by its express terms.

The Grantors further agree that all expenses and disbursements paid or incurred on behalf of the Lender in connection with the foreclosure hereof (including reasonable attorneys' fees, appraisals, outlays for documentary evidence, stenographers' charges and cost of procuring or completing abstract showing the whole title of said premises embracing foreclosure decree) shall be paid by the Grantors, and the like expenses and disbursements, occasioned by any suit or proceeding wherein the Lender, as such, may be a party, shall also be paid by the Grantors. All such expenses and disbursements shall be an additional lien upon the premises, and shall be taxed as costs and included in any decree that may be rendered in such foreclosure proceedings; which proceedings, whether decree of sale shall have been entered or not, shall not be dismissed, nor release hereof given until such expenses and disbursements, and the costs of suit, including attorneys' fees, have been paid. The Grantors, for the Grantors and for the heirs, executors, administrators, successors and assigns of the Grantors, waive all right to the possession of and income from the premises pending such foreclosure proceedings, and agree that, upon the filing of any complaint to foreclose this Mortgage, the court in which such complaint is filed may at once, and without notice to the Grantors, or to any party claiming under the Grantors, appoint a receiver to take possession or charge of the premises with power to collect the rents, issues and profits of the premises.

Before releasing this Mortgage, the Lender or its Successors shall receive for its services a fee as determined by its rate schedule in effect when the release deed is issued.

The lien of this Mortgage is subject and subordinate only to that lien recorded as Document # 93558212

The term "Grantors" as used herein shall mean all persons signing this Mortgage and each of them, and this Mortgage shall be jointly and severally binding upon such persons and their respective heirs, executors, administrators, successors and assigns and shall inure to the benefit of the Lender.

Wherever herein the Lender is referred to, such reference shall be deemed to include the holder from time to time of the Note, whether so expressed or not, and each such holder of the Note shall have and enjoy all of the rights, privileges, powers, options and benefits afforded hereby and hereunder, and may enforce every and all of the terms and provisions hereof, as fully and to the same extent and with the same effect as if such holder was herein by name specifically granted such rights, privileges, powers, options, and benefits and was herein by name designated the Lender.

STATE OF ILLINOIS, COOK County ss:

I, THE UNDERSIGNED, a Notary Public in and for said county and state do hereby certify that JEAN K. SMITH MARRIED TO JOSEPH M. SMITH

personally known to me to be the same person(s) whose name(s) subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that she signed and delivered the said instrument as her free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal, this 2nd day of February, 1995

Virginia M. Moore
Notary Public

My Commission expires:

"OFFICIAL SEAL"
Virginia M. Moore
Notary Public, State of Illinois
My Commission Expires 7/25/98

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All obligations of the Grantors, and all rights, powers and remedies of the Lender, expressed herein shall be in addition to, and not in limitation of those provided in the Note or by law.

WITNESS, the hand(s) and the seal(s) of the Grantors as of the day and year first above written.

Waiver of Homestead. Borrower waives all right of homestead exemption in the Property. Jean K. Smith, the wife of Joseph M. Smith, here in and by this document, does release and waive all rights under and by virtue of the Homestead Exemption Law of this State as it does relate to the Note and Mortgage on the property.

JOSEPH M. SMITH (SEAL) JEAN K. SMITH (SEAL)

(SEAL) (SEAL)

STATE OF) Illinois
)ss
COUNTY OF) Cook

I, a Notary Public in and for the State aforesaid certify that
JOSEPH M. SMITH MARRIED TO JEAN K. SMITH

personally known to me to be the same person(s) subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he/she or they signed and delivered said instrument as his/her or 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 official seal this 3rd day of February, 1995

(Notary Public)

My Commission Expires:

"OFFICIAL SEAL"
Virginia M. Moore
Notary Public, State of Illinois
My Commission Expires 7/25/98

THIS INSTRUMENT PREPARED BY: GINGER M. MOORE
FIRST SAVINGS AND LOAN ASSOCIATION OF SOUTH HOLLAND
475 EAST 162ND STREET
SOUTH HOLLAND, ILLINOIS 60473

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RIDER TO MORTGAGE

This document is attached to and made a part of the mortgage dated FEBRUARY 3, 1995 for the property located in COOK County, State of Illinois, described to wit as:

LOT 5 IN BLOCK 6 IN BLOUIN BROTHERS ALMAR MEADOWS SUBDIVISION OF LOT 7 (EXCEPT THE SOUTH 30.79 ACRES THEREOF) AND LOT 1 (EXCEPT THE SOUTH 60 FEET) IN BERGER'S SUBDIVISION OF LOT 7 (EXCEPT THE NORTH 10 ACRES) IN BERGER'S SUB-DIVISION IN THE WEST 1/2 OF SECTION 14 AND OF THE NORTH 18.242 ACRES (EXCEPT THE EAST 60 FEET THEREOF) OF LOT 6 IN THE PARTITION OF THE WEST 1/2 OF SECTION 14, TOWNSHIP 36 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

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and is given as a waiver and release of the homestead rights of Joan K. Smith given to him/her by virtue of the homestead exemption law of the state of Illinois. This waiver is given on the part of the undersigned as a complete and irrevocable waiver and release.

The party gives this waiver of his/her own counsel, in compliance with IL REV. STAT. 1985, CH 33 PARAGRAPH 10.

In witness whereof, the party has set his/her own hand and seal this 3rd, February, 1995

Joan K. Smith
SIGNATURE

subscribed and sworn to
before me this 3rd day
of February 1995

Virginia M. Moore
notary public

"OFFICIAL SEAL"
Virginia M. Moore
Notary Public, State of Illinois
My Commission Expires 7/25/98