

UNOFFICIAL COPY

MORTGAGE

7612670

96466289

THIS MORTGAGE is made JUNE 13

19 96

between DANIEL F DWORNIK & MARY ANN DWORNIK, HIS WIFE, AS JOINT TENANTS ("Mortgagors"), and SECURITY PACIFIC FINANCIAL SERVICES, INC

- DEPT-01 RECORDING \$25.00
T#0012 TRAN 0991 06/18/96 12:58:00
#9556 # CG #-96-466289
COOK COUNTY RECORDER

DELAWARE Corporation ("Lender"), witnesseth:

Mortgagors mortgage and warrant to Lender, to secure payment of that certain Note dated 6/13/96, 19 96, in the

principal sum of TWENTY EIGHT THOUSAND ONE DOLLAR AND 29/100 CENTS Dollars, which provides for monthly instalments of principal and interest, with the balance of indebtedness, if not sooner paid, due and payable on 6/18/11 or an initial balance stated above and a credit limit of \$ N/A under a Revolving Loan Agreement; all at a rate of and any extensions, renewals, modifications, or refinancings thereof,

the following described real estate and all of their estate, right, title and interest therein, situated in TINLEY PARK COUNTY OF COOK AND STATE OF ILLINOIS, legally described as:

UNIT NUMBERS 2-W AND P2-W, LOT 95 TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS IN CHERRY PHASE III, AS DEPICTED ON A SURVEY OF THE FOLLOWING DESCRIBED REAL ESTATE: CERTAIN LOTS IN CHERRY CREEK SOUTH PHASE III, BEING A SUBDIVISION OF PART OF THE EAST 1/2 OF THE NORTHEAST 1/4 OF SECTION 26, TOWNSHIP 36 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, WHICH SURVEY IS ATTACHED AS EXHIBIT "A" TO THE DECLARATION OF CONDOMINIUM RECORDED AS DOCUMENT NUMBER 85179907 AND AN AMENDMENT THERETO RECORDED OCTOBER 21, 1986 AS DOCUMENT 86489602 AS AMENDED FROM TIME TO TIME TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENT

hereby releasing and waiving all rights under and by virtue of the homestead exemption laws of this State, TOGETHER with all improvements, tenements, easements, fixtures, and appurtenances now or hereafter placed on the property, and all rents, issues and profits, all of which shall be deemed to be a part of the property covered by this Mortgage (the "premises").

TO HAVE AND TO HOLD the premises unto Lender, its successors and assigns forever, for the purposes, and upon the uses herein set forth. This Mortgage may not be assumed.

This Mortgage consists of three pages. The covenants, conditions and provisions appearing on page 2 and page 3 are incorporated herein by reference and are a part hereof and shall be binding on the Mortgagors, their heirs, successors and assigns.

WITNESS the hand and seal of Mortgagors the day and year first above written.

Daniel F. Dwornik (SEAL) DANIEL F DWORNIK (SEAL)

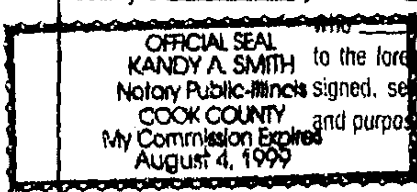
Mary Ann Dwornik (SEAL) MARY ANN DWORNIK (SEAL)

(note: name of Mortgagors must be typed below signatures.)

P.I.N. 27-26-203-048-1039 8145 W 168TH PLACE, TINLEY PARK, IL 60477

This Mortgage was prepared by KANDY SMITH

STATE OF ILLINOIS, County of COOK ss. KANDY SMITH a Notary Public in and for and residing in said County, in the State aforesaid, DO HEREBY CERTIFY THAT DANIEL F & MARY ANN DWORNIK



who ARE 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 THEY signed, sealed and delivered the said instrument as THEIR free and voluntary act, for the uses and purposes therein set forth. Given under my hand and Notarial Seal this day, 19

Notarial Seal Kandy A. Smith Notary Public

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THE COVENANTS, CONDITIONS AND PROVISIONS REFERRED TO ON PAGE 1:

1. Mortgagors shall (a) promptly repair, restore or rebuild any buildings or improvements now or hereafter on the premises which may become damaged or be destroyed; (b) keep said premises in good condition and repair, without waste, and free from mechanic's or other liens or claims for lien not expressly subordinated to the lien hereof; (c) pay when due any indebtedness which may be secured by a lien or charge on the premises superior to the lien hereof, and upon request exhibit satisfactory evidence of the discharge of such prior lien to Lender; (d) complete within a reasonable time any building or buildings now or at any time in process of erection upon said premises; (e) comply with all requirements of law or municipal ordinances with respect to the premises and the use thereof; (f) make no material alterations in said premises except as required by law or municipal ordinance.

2. Mortgagors shall pay before any penalty attaches all general taxes, 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 Lender duplicate receipts therefor. To prevent default hereunder Mortgagors shall pay in full under protest, in the manner provided by statute, any tax or assessment which Mortgagors may desire to contest.

3. Mortgagors shall keep all buildings and improvements now or hereafter situated on said premises insured against loss or damage by fire, lightning or windstorm (and flood damage, where the Lender is required by law to have its loan so insured) under policies providing for payment by the insurance companies of moneys sufficient either to pay the cost of replacing or repairing the same or to pay in full the indebtedness secured hereby, all in companies satisfactory to the Lender, under insurance policies payable, in case of loss or damage, to Lender, such rights to be evidenced by the standard mortgage clause to be attached to each policy, and shall deliver all policies, including additional and renewal policies, to Lender, and in case of insurance about to expire, shall deliver renewal policies not less than ten days prior to the respective dates of expiration.

4. In case of default therein, Lender may, but need not, make any payment or perform any act required of Mortgagors in any form and manner deemed expedient, and may, but need not, make 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 claim thereof, or redeem from any tax sale or forfeiture affecting said premises or contest any tax or assessment. All moneys paid for any of the purposes herein authorized and all expenses paid or incurred in connection therewith, including attorney's fees, and any other moneys advanced by Lender to protect the mortgaged premises and the lien hereof, plus reasonable compensation to Lender for each matter concerning which action herein authorized may be taken, shall be so much additional indebtedness secured hereby and shall become immediately due and payable without notice and with interest thereon at the rate stated in the Note. Inaction of Lender shall never be considered as a waiver of any right accruing to them on account of any default hereunder on the part of Mortgagors.

5. The Lender making any payment hereby authorized relating to taxes or assessments, may do so according to any bill, statement or estimate procured from the appropriate public office without inquiry into the accuracy of such bill, statement or estimate or into the validity of any tax, assessment, sale, forfeiture, tax lien or title or claim thereof.

6. Mortgagors shall pay each item of indebtedness herein mentioned, both principal and interest, when due according to the terms hereof. At the option of the Lender, and without notice to Mortgagors, all unpaid indebtedness secured by this Mortgage shall, notwithstanding anything in the Note or in this Mortgage to the contrary, become due and payable (a) immediately in the case of default in making payment of any installment of principal or interest on the Note, (b) when default shall occur and continue for three days in the performance of any other agreement of the Mortgagors herein contained, or (c) upon sale or transfer of any interest in the premises as allowed by law.

7. When the indebtedness hereby secured shall become due whether by acceleration or otherwise, Lender 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 Lender 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 Lender 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 rate stated in the Note, when paid or incurred by Lender in connection with (a) any proceeding, including probate and bankruptcy proceedings, to which Lender is a party, either as plaintiff, claimant or defendant, by reason of this Mortgage or any indebtedness hereby secured; (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 threatened suit or proceeding which might affect the premises or the security hereof, whether or not actually commenced.

8. 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 Mortgagors, their heirs, legal representatives or assigns, as their rights may appear.

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9. Upon, or at any time after the filing of a bill to foreclose this Mortgage, the court in which such bill is filed may appoint a receiver for 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 claimed as a homestead or not and the Lender hereunder may be appointed as such receiver. Such receiver shall have power to collect the rents 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 Mortgagors, except for the intervention of a receiver, would be entitled to collect such rents, issues and profits, and all other powers which may be necessary or not listed in such decree for the protection, possession, control, management and operation of the premises during the whole of said period. The Court from which such decree is entered may authorize the receiver to apply the net income in his hands in payment in whole or in part of: (a) The indebtedness secured hereby by any decree foreclosing this Mortgage, or any tax, special assessment or other lien which may be or become superior to the lien hereby foreclosed, provided such application is made prior to foreclosure sale; (b) the deficiency in case of a sale and deficiency.

10. 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.

11. Lender shall have the right to inspect the premises at all reasonable times and access thereto shall be permitted for that purpose.

12. Lender shall release this Mortgage and the lien thereof by proper instrument when all indebtedness secured by this Mortgage has been fully paid.

13. This Mortgage and all provisions hereof, shall extend to and be binding upon Mortgagors and all persons claiming under or through Mortgagors and the word "Mortgagors" when used herein shall include all such persons and all persons liable for the payment of the indebtedness secured by this Mortgage, in whole or in part thereof, whether or not such persons shall have executed the Note or this Mortgage. The word "Note" when used in this instrument shall be construed to mean "Notes" when more than one Note is used.

Property of Cook County Clerk's Office

MAIL TO: **SECURITY PACIFIC FINANCIAL SERVICES, INC/  
9222 W 159TH STREET, ORLAND PARK, IL 60462**

prepared by \_\_\_\_\_

PLACE IN RECORDER'S OFFICE BOX NUMBER \_\_\_\_\_

ORIGINAL

FOR RECORDER'S INDEX PURPOSES  
INSERT STREET ADDRESS OF ABOVE  
DESCRIBED PROPERTY HERE

~~XXXX~~ 8145 W 168TH PLACE

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