NOFFICIAL COP MORTGAGE (ILLINOIS) Above Space For Recorder's Use Only 70 17 THIS INDENTURE, made SHARON M. KUNKEL F/K/A SHARON M. DEWITT RANDY R. KUNKEL 608 RIDGEWOOD ROAD, STREAMWOOD, 50107 (NO. AND STREET) (STATE) herein referred to as "Mortgagors." and SOUTH CENTRAL BANK & TRUST COMPANY 555 WEST ROOSEVELT ROAD CHICAGO, ILLINOIS 60807 (Cliv) (STA CEV (NO. AND STREET) herein referred to as "Mortgagee." witnesseth: THAT WHEREAS the Mortgagors are justly indebted to the Mortgagee upon the B tail installment Contract dated THOUSAND FIVE HUNDRED AND NO/100*** of the contract may, from time to time, in writing appoint, and in the absence of such appointment, then at the office of the holder at SOUTH CENTRAL BANK & TRUST COMPANY, 555 WEST ROOSEVELT ROAD, CHICAGO, ILLI VOIS 50607-4991. NOW, THEREFORE, the Mortgagors to secure the payment of the said sum in accordance with the terms, proving and limitations of this mortgage, and the performance of the covenants and agreements herein contained, by the Mortgagots to be performed, do by these presents CONVEY AND WARRANT unto the Mortgagee, and Mortgagee's successors and assigns, the following described Real Estate and all the reclate, right, title and interest therein, situate, lying and being in the <u>CITY OF STREAMWOOD</u> COUNTY OF COOK IN STATE OF ULINOIS, to wit: LOT 157 IN FAIR OAKS UNIT 4, A SUBDIVISION OF LOT "A" IN FAIR OAKS UNIT 3, BEING A SUBDIVISION IN THE NORTH HALF OF SECTION 22, TOWNSHIP 41 NORTH, RANGE 9, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED MAY 20, 1960. AS DOCUMENT 17860079, IN COOK COUNTY, ILLINOIS. which, with the property hereinafter described, is referred to herein as the "premises,"

Page 1 of 4

UNOFFICIAL COPY

PERMANENT REAL ESTATE INDEX NUMBER: 06-22-104-012			
ADDRESS OF PREMISES: 608_RIDGEWOOD_ROAD, STREAMWOOD, IL 60107			
PREPARED BY BETTY LAM, 555 WEST ROOSEVELT ROAD, CHICAGO 1L 60607-4991 TXXGETHER with all improvements, tenements, easements, fixtures, and appurtenances thereto belonging, and all rents, issues and profit thereof for so long and during all such times as Mortgagors may be entitled thereto (which are pledged primarily and on a parity with said real estate and not secondarily) and all apparatus, equipment or articles now or hereafter therein and thereon used to supply heat, gas, air conditioning, water, light, power, refrigeration (whether single units or centrally controlled), and ventilation, including (without restricting the foregoing), screens, window shades, storm doors, and windows, floor coverings, inador beds, awnings, stores and water heaters. All of the foregoing are declared to be a part of said real estate, whether physically attached thereto or not, and it is agreed that all similar apparatus, equipment or articles hereafter placed in the premises by Mortgagors or their successors or assigns shall be considered as constituting part of the real estate. TX HAVE AND TO (IO) If the premises unto the Mortgagoe, and the Mortgagoe's successors and assigns, forever, for the purpose and upon the uses herein set forth, free from all rights and benefits under and by virtue of the Homestead Exemption Laws of the State of Illinois, which said rights and benefits the Mortgagors do hereby expressly release and waive.			
The name of the record owner is: S!1AP.ON M. KUNKEL F/K/A SHARON M. DEWITT & RANDY R. KUNKEL			
This mortgage consists of four pages. The covenants, conditions and provisions appearing on page 3 and 4 are incorporated herein by reference and are a part hereof and the 1 be binding on Mortgagors, their heirs, successors and assigns. Witness the hand, and seal, of Mortgagors the day and year first above written. (Seal)			
PLEASE SHARON M. KUNKEL F/K/A SPARON M. DEWIRANDY R. KUNKEL PRINT OR TYPE NAME(S) BELOW SIGNATURE(S) (Seal)			
State of Illinois, County of COOK			
in the State aforesaid, DO HEREBY CERTIFY that SHARON M. KUNKEL F/K/A SHARON M. DEWITT and RANDY R. KUNKEL			
Official means are subscribed to the coregoing instrument, appeared before David Kenneth Sona personally known to me to be the same persons whose names are subscribed to the coregoing instrument, appeared before David Kenneth Sona person, and acknowledge that They signed, sealed and delivered the said instrument as the property free Notary Public State Of individual person, and acknowledge that They signed, sealed and delivered the said instrument as the property free Notary Public State Of individual person, and acknowledge that They signed, sealed and delivered the said instrument as the property free Notary Public State Of individual person, and acknowledge that They signed, sealed and delivered the said instrument as the property free Notary Public State Of individual person, and acknowledge that They signed, sealed and delivered the said instrument as the property free Notary Public State Of individual person, and acknowledge that They signed, sealed and delivered the said instrument as the property free Notary Public State Of individual person, and acknowledge that They signed, sealed and delivered the said instrument as the property free Notary Public State Of individual person, and acknowledge that They signed, sealed and delivered the said instrument as the property free Notary Public State Of individual person, and acknowledge that They signed, sealed and delivered the said instrument as the property free Notary Public State Of individual person, and acknowledge that They signed, sealed and delivered the said instrument as the property free Notary Public State Of individual person in the property free Notary Public State Of individual person in the property free Notary Public State Of individual person in the property free Notary Public State Of individual person in the property free Notary Public State Of individual person in the property free Notary Public State Of individual person in the property free Notary Public State Of individual person in the property free Notary Public State Of individual p			
Commision expires 19 Notary Public			

UNOFFICIAL COPY 41520

ADDITIONAL COVENANTS, CONDITIONS AND PROVISIONS REFERRED TO ON PAGE 2 OF THIS MORTGAGE AND INCORPORATED THEREIN BY REFERENCE.

- 1. Mortgagors shall (1) promptly repair, restore or rebuild any buildings or improvements now or hereafter on the premises which may become dangaged or be destroyed; (2) 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; (3) 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 Mortgagee or to holder of the contract; (4) complete within a reasonable time any buildings or buildings now or at any time in progress of erection upon said premises; (5) comply with all requirements of law or municipal ordinances with respect to the premises and the use thereof; (6) 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 assessments, water charges, sewer service charges, and other charges against the premises when due, and shall upon written request, furnish to Mortgagee or to holder of the contract 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 over all buildings and improvements now and hereafter situated on said premises insured against loss or damage by fire, lightning and windstorm under policies providing for payment by 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 holder of the contract, under insurance policies payable. In case of loss exchange, to Mortgagee, such rights to be evidenced by the standard mortgage clause to be attached to each policy, and shall deliver all including additional and renewal policies to holder of the contract 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, Mortgaged or the holder of the contract may, but need not, make any payment or perform any act hereinbefore required of Mortgagors in any form and manner decline? expedient, and may, but need not, make full or partial payments of principal or interest on prior encumbrances, if any, and purchase, discharge, compror ase or settle any tax lien or other prior lien or title or claim thereof, or redeem from any tax sale or forfeiture, affecting said premises or contest any tax are pressment. All moneys paid for any of these purposes herein authorized and all expenses paid or incurred in connection therewith, including attorneys' local and any other moneys advanced by Mortgagee or the holders of the contract to protect the mortgaged premises and the lien hereof, shall be so make additional indebtedness secured hereby and shall become immediately due and payable without notice. Inaction of Mortgagee or holders of the contract shall, never be considered as a waiver of any right accruing to them on account of any default hereunder on the part of the Mortgagors.
- 5. The Mortgagee or the holder of the contract hereby secured making any payment hereby authorized relating to taxes and 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, when due according to an terms hereof. At the option of the holder of the contract, and without notice to the Mortgagors, all unpaid indebtedness secured by the Mortgago shall notwithstanding anything in the contract or in this Mortgage to the contract, become due and payable (a) immediately in the case of default in making gas ment of any installment on the contract, or (b) when default shall occur and continue for three days in the performance of any other agreement of the hory gagors herein contained.
- 7. When the indebtedness hereby secured shall become due whether by acceleration or otherwise, Mortgage 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 indebteders, in the decree for sale all expenditures and expenses which may be paid or incurred by or on behalf of Mortgagee or holder of the contract for attoriess' fees, appraiser's fees, outlays for documentary and expert evidence, stenographers' charges, publication costs and costs. (which may be estimated as so items to be expended after entry of the decree.) of procuring all such abstracts of title, title searches and examinations, guarantee policies. Torrens or officiates and similar data and assurances with respect to title as Mortgagee or holder of the contract may deem to be reasonable necessary either to prose att 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, when paid or incurred by Mortgagee or holder of the contract in connection with (a) any proceeding, including probate and bankruptcy proceedings, to which either of them 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 acctual 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.

(HP-411 4/94)

UNOFFICIAL COPY

- 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 intens which under the terms hereof constitute secured indebtedness additional to that evidenced by the contract; third, all other indebtedness, if any, remaining unpaid on the contract; fourth, any overplus to Mortgagors, their heirs, legal representatives or assigns as their may appear.
- 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 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 Mortgagore hereunder 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 Mortgagors, 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 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.
- 10. No action for the enforcement of the lien or 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 coon the contract hereby secured.
- 11. Mortgagee or the holder of the contract shall have the right to inspect the premises at all reasonable times, and access, therein shall be permitted for that purpose.
- 12. If Mortgagors shall sell, assign or transfer any right, side or interest in said premises, or any portion thereof, without the written consent of the holder of the contract secured hereby, holder shall have the right, at holder's option, to declare all unpaid indebtedness secured by this mortgage to be immediately due and payable, anything in said contract or this mortgage to the contrary notwithstanding.

immediately due and payable, anything in said contract or this my rigage to the contrary notwithstanding. ASSIGNMENT FOR VALUABLE CONSIDERATION, Mortgagee hereby sells, assigns and transfer the within mortgage to				
Date Mortgagee		Mortgagee		
D E L I V E A Y	NAME STREET	SOUTH CENTRAL BANK & TRUST COMPANY 555 WEST ROOSEVELT ROAD	FOR RECO (DET IS INDEX PUPOSES INSERT STREET ADDRESS OF LADY, DECRIBED PROPERTY HERE 608 RIDGEWOOD ROAD STREAMWOOD, 1L 60107 This in altument Was Prepared 8	
	CITY	CHICAGO, IL 60607-4991 ONB OR	BETTY LAM (Name) 555 WEST ROOSEVELT ROAD, CHICAGO IL 60607-4991 (Address)	