GEORGE E CCLEG **LEGAL FORMS**

MOFFICIAL COPY February 1996

MORTGAGE (ILLINIOS) For Use With Note Form No. 1447

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and being in the Village

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X)			
THIS AGREEMENT, and January 30 1997 Association, as Trustee under Tru	between Midla	nd Federal Sadated December	avings and Loar
known as Trust to. 1262-3: 8929 S	Harlem Ave.	Bridgeview.	Illinois 60455
Q	(No. and Street)	(City)	(State)
berein referred to as "Mortgagors," and Louis I	Yangas		
14000 Ci	itation Drive.	Orland Park	II. 60462
herein referred to as "Mortgagee," witness th:	(No. and Street)	(City)	(\$63c)
in the principal sum of Four Hundred Fifteer. It payable to the order of and delivered to the Mong said principal sum and interest at the rate and in installm on the 1st day of February 199 such place as the holders of the note may, from time to time	rents as provided in said of the said by which in said of the said and all of the said and all of the said and and all of	h note the Mortgage from with a final par- said principal and its nd in absence of such	15,035.44), ors promise to pay the yment of the balance due erest are made payable at appointment, then at the
office of the Mortgages # 14000 Citation Dr	ive, Orland P	ark, III. 604	62
NOW, THEREFORE, the Mortgagors to secure accordance with the terms, provisions and limitations of herein cossined, by the Mortgagors to be performed, and all	this mortgage, and the	performance of the o	ovenants and agreements

LEGAL DESCRIPTION ON EXHIBIT "A" ATTACHED

whereof is hereby acknowledged. do by these presents CONVEY at a second with the Mortgagee, and the Mortgagee's successors and assigns, the following described Real Estate and all of their estate, right, title and interest therein, situate, lying Homewood and City of Oak Forest COUNTY OF Cook IN

97070218

IN STATE OF ILLINIOS, to wit

which, with the property herein after described, is referred to herein as the "premise,"

AS PER EXHIBIT "B" ATTACHED Permenent Real Estate Index Number(s):

AS PER EXHIBIT "B" ATTACHED Address(es) of Real Estate:

TOGETHER with all interpretents, tenements, easements, fixtures, and appurtenances thereto belonging, and all rests, issues and profits thereof for so long and during all such times as. Mortgagors may be entitled thereto (which are pledged printerily and on a parity with said real estate and not secondarily) and all apparatus, equipment or articles now or bereafter therein or 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, stoyes and water heaters. All of the foregoing are declared to be a part of said real estat whether physically attached thereto or not, and it is agreed that all similar apparatus, equipment or articles hereafter placed in premises by Mortgagors or their successors or assigns shall be considered as constituting part of the real estate.

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			the Market successorer and assigned and by virtue of the Homeson	
of the State of Illinois, which				
The same of a record owner				
havin by reference and are a		ing on Moragon, the	revinicus appearing on pages 3 and is heirs, successors and assigus. bove written,	4 are incorporated
MEASE.		(SEAL)	Midland Federal Sa and Loan Associati	
PRINT OR			Trustee as aforesa	<u>Id</u>
TYPE NAME(S) BELOW SKGNATURE(S)		(SEAL)	By Its Trust Office	(SEAL)
		** EXCULPATO	RY PROVISION, TRUSTEE'S	_
State of Histoic, Coastr of	Cook 1, the undersigned, a N	MOTABY, RE	STRICTING ANY LIARILITY AVINGS IN LOAD ASSN. STAT RIDER IS HEREBY EXPRESSION SAND COUNTY, in the State stores OF.	OK HIDIAND
DMPRESS SEAL HERE	of Midland Fe under Trust A and known as percelly known to se to the force lag insur- Trust Officer for icale.	deral Saving programment data Trust No. 126 to be the same person. summent, appeared before and on behalf of and delivered the said	s and Loan Association the 6th day of Day 52-3, is	on, as Truste cember, 1996 ———————————————————————————————————
Given under my hand and off	icial scal, this	<u> </u>	dey of	19 97
Commission rapires	1	,	NOTARY PUBLIC	
This instrument was propered	by Louis P. Yang	ss. Attorney. (Name and Address)	4000 C itation Drive. Or	land Park, I). 0462
Mail this instrument to 1.01		Citation Driv (Name and Address)	e. Origod Park. II. 6046	2
	(City)	C	State)	(Zip Code)
OR RECORDER'S OFFICE	: BOX NO			11 m

THE COVENANTS, CONDITIONS AND PROVISIONS REPORTED TO ON PAGE 2

1. Mortgagors shall (1) promptly repair, restore or require any buildings or improvements now or hereafter on the premiers which may become damaged 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 thereof; (3) pay when due any indebtedness which may be secured by a lien or charge on the premises superier to the lien hereof, and upon request exhibit satisfactory evidence of the discharge of such prior lien to the Mortgagee; (4) complete within a reasonable time any buildings or buildings now or at any time in process 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 genulty 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, feerish to the Mortgagee duplicate receipts therefor. To prevent default hereunder Mortgagors shall pay in full under procest, 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 from the value of land for the purpose of execution any lien thereon, or imposing upon the Mortgagee the payment of the whole or any part of the texas or assessments or charges or liens herein required to be paid by Morramors, or charging in any way the laws relating to the taxation of morragers or debts secured by mortgages or the mortgagee's interest in the property, or the manner of collection of taxes, so as to affect this mortgage or the debt secured hereby or the holder thereof, then and in any such event, the Mortgagors, upon demand by the Mortgager, shall pay such taxes or assessments, or reimburse the Mortgager therefor; provided, however, that if in the opinion of counsel for the Morrane (a) it might be unlawful to require Mortgagors to make such payment or (b) the making of such payment might result in the imposition of interest beyond the maximum amount permitted by law, then and in such event, the Morrgagee may elect, by notice in writing given to Mortgagors, to declare all of the indebtedness secured hereby to be and become due and payable sixty (60) days from the giving of such notice.

4. If, by the laws of the United States of America or of any state having jurisdiction in the premises, may tax is due or becomes due in respect of the source of the note hereby secured, the Mortgagors covenant and agree to pay such tax in the manner required by any such law. The Managers further covenant to hold harmless and agree to indemnify the Mortgagor, and the Mortgager's successors or assigns, agreed any liability incurred by reason of the imposition of any tax on the issuance of the note

secured hereby.

5. At such time as the Mortgagors are not in default either under the terms of the note secured hereby or under the terms of this mortgage, the Mortgagors shall have such one lege of making prepayments on the principal of said note (in addition to the

required payments) as may be provided in said note.

6. Mortgagoes shall keep all buildings and in provessents now or hereaft a situated on said premier insured engine less or damage by fire, lightning and windstorm under policies providing for payment by the insurance companies of ecours sufficient either to pay the cost of replacing or repairing the same or to car in full the indebtedness secured hereby, all in companies satisfactory to the Mortgagee, under insurance policies payable, in case of loss or lemme, to Mortgagee, 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 the Mortgagee, and in case of insurance shout to expire, shall deliver represal policies not less than ten days prior to the respective dates of captetion.

7. In case of default therein, Mortgagee may, but need not, the any payment or perform any set bereinbefore required of Mortgages is any form and manner deemed expedient, and may, but need to, make full or partial payments of principal or interest on prior encumbrances, if any, and purchase, discharge, compromise or servis any raw lien or other prior lien or ritle or claim thereof, or redorm from any tax sale or forfeiture affecting soid 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 therewish, including attorney's fees, and any other moneys advanced by Mortgagee to protect the mortgaged premises and the lien berrof, shall be so much additional indebtedness secured hereby and shall become immediately due and payable without notice and with interest there's at the highest rate now permitted by Illinois law. Inaction of Morrgagee shall never be considered as a waiver of any right account of the Morrgagee on account of any default hereunder on the part of the Mostgagors.

8. The Mortgagee making any payment hereby authorized relating to taxes or assessments, way do so according to any bill, statement or estimate procured from the appropriate public office without inquiry into the accuser of such bill, statement or

eximate or into the validity of any tax, assessment, sale, forfeiture, tax lien or title or claim thereof.

9. Mortgagors shall pay each item of indebtedness herein mentioned, both principal and interest, and due according to the terms hereof. At the option of the Morragages and without notice to Mortagages, all unpaid indebtedness having by this morragage shall, notwithstanding anything in the note or in this mortgage to the convery, become due and payable (a) immediately in the case of default in making 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 Mortgagors herein contained.

10. When the indebtedness hereby shall become due whether by acceleration or otherwise, Mortgagee shall have the right to he

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 incorred by or on behalf of Mortgagee for attorneys' fees, to appraiser's fees, outlays for documentary and expert evidence, stenographers' charges, publication costs and costs (which may be essimated as to items to be expended ever 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 Montgages may deem to be reasonably necessary either to prosecute such suit or to evidence to biddees at any sale which may be had account 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 parsgraph mentioned shall become so much additional indebtedness secured hereby and immediately due and payable, with interest thereon at the highest

eare now perusized by Illinois law, when paid or incurred by Morrgagee is connection with (a) any proceeding, including probete and bankruptcy proceedings, to which the Mortgagee 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 accrual of such right to forcelesse whether or not actually commenced; or (c) preparations for the defense of any actual or threatened sait or proceeding which might affect the premises or the security hereof.

11. The proceeds of any furnishment cale of the premises shall be distributed and applied in the following order of priority: First, on account of all costs and expenses incident so the ferrelessare proceedings, including all such items as are mentioned in the proceeding puragraph hereof; second, all other items which under the terms hereof countriest accound indebtodness additional to that evidenced by the note, with interest thereon as herein provided; third, all principal and interest remaining unpaid on the note; fearth, any overplus to Mortgagues, their heirs, legal representatives or assigns, as their rights may appear.

12. Upon or any time after the filing of a complaint to foreclose this mortgage the court in which such complaint is filed may appoint receiver of said premiers. Such appointment may be made either before or after the sale, without notice, without regard to the the solvency or insolvency of Mortgagors at the time of application for such receiver and without regard to the then value of the premiers or whether the same shall be then occupied as a homestead or not, and the Mortgague may be appointed as such receiver, such sectiver shall have power to collect the status, insues and profits of said premiers during the pendency of such foreclosure said and, in case of a sale and a deficiency, during the full statutory period of redemption, whether there he 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 wotzetion, possession, control, management and operation of the premises during the whole of said period. The Court from time to time may authorize the sectiver to apply the set income in his hands in payment in whole or in part of: (1) The indebtechness secured hereby, or by any decree foreclosing this mortgage, or any tax, special assessment or other lies which may be or become superior to the lies hereof or of such during, provided such application is made prior to foreclosure sale; (2) the deficiency is one of a sale and deficiency.

13. No act on 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 use party interposing same in an action at law upon the note hereby secured.

M. The Morry an shall have the right to impect the promises at all reasonable times and access thereto shall be permitted for that purpose.

15. The Margages. And periodically deposis with the Martinger and some as the Martinger may reasonably require for payment of course and account to the passion. No such deposit that I have an interest.

36. If the payment of said is debtedness or any part thereof be extended or varied or if any part of the security be released, all pursues against 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 as a the lieu and all provisions hereof shall consiste in full force, the right of recourse against all such presents being expressly reserved by the alternages, notwithstanding such extension, variation or release.

17. Moregages shall release this most page and lien thereof by proper instrument upon payment and discharge of all indehendam secured bareby and payment of a research for to Moregages for the execution of such realcase.

18. This mortgage and all provisions hereof, wall extend to and be binding upon Mortgagors and all persons claiming under or through Mortgagors, and the word "Mortgagors" who used herein shall include all such persons and all persons liable for the payment of the indebtedom or any part thereof, whether or not perhaps shall have executed the note or this mortgage. The word "Mortgagor" when used herein shall include the successors as a saligns of the Mortgagor named herein and the holder or holders, from time, of the note secured hereby.

THIS RIDER ATTACHED TO AND MADE A PART OF THIS MORTGAGE DATED 1/30/97, IN THE AMOUNT OF \$415,035.44.

> Executed and delivered by MISTAND FEDERAL SAVINGS out in It's individual capacity, but safety in the capacity factor described, for the purpose of binding the berein described properly, and it is exprensly understood and agreed by the parties hereto, anything herein to the contrary metalthistending, that such and all of the undertakings and agreements berein made, are made and intended not us personal undertablishe and agreemants of the Trustee, or his the purpose of binding the Trustee personal,, but excuted and delivered by the Trustee solely in the greecise of the powers confired upon it as such Trustee, and no parsonal Madilly or personal personalishing to us comes by, or "all at any time do practed or enforced against and traster on account herein is in account of any undeclading or agles -ment herein continued, citizer our erseld or implied, all such personal Mibblity, if any, being levely expressly releved and tolerand by all other packs) herein, and those claiming by, through, or under them,

PRINTARD FEDERAL SAVINGS 1262 - 3At Irustee under Final Agreement No.....

and all rights of testinguard from sole under any under a dietic insection

This margin is executed by the undersoned and personally to the Trades as absenced at the exercise of the power and authority conferred upon 10th vested in it as such Trades (and such content being unitarity to a Trades (and such trades (and undersoned being unitarity to a process (and power and authority to recent this instrument) and it is entirely unitarity and appears and authority in parties and notes or or soul sinfe convert that for content and independently on the confined and the content of the instrument) and it is entirely unitarity expected (and in the confined of the instrument) and it is entirely expected with the confined of the instrument of the confined of the instrument of the instrument of the instrument of the instrument of the content of the instrument of the instrument of the content of the instrument of th

IN WITNESS WHEREOF, the undersigned corporation, not personally but as Trustee as aforesaid, has caused these presents to be algaed by its President, and its corporate seal to be hereunte soited and attented by its Assistant

Sometary, the

January

AQ 19 97

ATTEST:

HIDLAND FFDERAL SAVINGS & LOAN ASSOCIATION

As Trustee (Taloresaid and not person

STATE OF

ILLINOIS

30th

COUNTY OF

COCK

President

, a NAVy Public is

and for mild County, he the State aforesaid, DO HEREBY CERTIFY THAT

Paul Zogas

Linda Kotecki

personally known to me to be the

President of Hidland Federal Savings & Loan Assn.

& veryoration, and Richard Taylor personally known to me to be the Assaulationt Secretary of said corporation, and personally known to me to be the same persons whose names are subscribed to the forego

instrument, appeared before me this day in person and severally acknowledged that as such

President and

. A.D. 1997 .

Secretary, they signed and delivered the said instrument as Secretary of mid corporation and caused the corporate seal of said corporation to be affixed thereto, pursuant to authority, given by the Board of Directors of said corporation as their free and voluntary act, and as the free and voluntary set and deed of said

GIVEN under my head and Notarial Seal, this

OFFICIAL SEAL

LINDA KOLECKI

NOTARY PUBLIC STATE OF ILLERS MIT CONGRESSION EXP. JAM

Property of Cook County Clerk's Office

EXHIBIT "A"

Legal Description of real estate PARCEL'I

THAT PART OF LOTE 1 AND 2 IN THE SUBDIVISION OF THE SOUTH 462 FEST OF THAT PART OF THE MORTICEST 1/4 LYING WESTERLY OF THE WESTERLY RIGHT OF WAY LINE OF THE ILLINOIS CENTRAL RAILROAD AND THAT PART OF THE MORTHWEST 1/4 OF SECTION 6, TOWNSHIP 35 SOUTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRISED AS FOLLOWS::

Seginning at the point of intersection of a line 33 feet south (measured at right Angles) of tab worth ling of the morthwest 1/4 of section 6 with a line 560 feet east of and partical to the west line of the northwest 1/4 of section 6: There is South on said vary are line a distance of 120 feet to a point; theree west of a line 153 year south ga and parallel to the north line of the worthwest 1/4 JF SECTION 6 A DISTANCE OF 60 FRET TO A POINT; THENCE SOUTH ON A LINE SOO FEET EAST of and parallel to the west line of the horthwist 1/4 of section 6. A disparce of 30 FEET TO A POINT; THENCE WIST OR A LINE 183 FEET SOUTH OF AND PARALLEL TO THE SCREW LINE OF THE MORTHWEST 1/2 OF SECTION 6, A DISTANCE OF 126 FEET TO A NOINT! THENCE SOUTH ON A LINE 390 PEAT PAST OF AND PANALLEL TO THE WEST LINE OF THE BORTHWEST 1/4 OF SECTION 6, A DISTINCT OF 279.10 FEST TO A POINT; THINKS WEST ON A STRAIGHT LIBE WHICH MAKES AN ANGLE OF SP DEGREES SO MINUTES, 15 SECONDS WITH THE LAST MANED PARALLEL LINE WHEN TURNED PROS MORTH TO WEST, A DISTANCE OF \$8.59 fert to a point; thence south of a line 350.81 feet east of and parallel to 7% West line of the morthwest 3/4 of section 6, to the point of intersection with a LINE 160 PRET MORTH OF AND PARALLEL TO THE MOPUN LINE OF PLOSSWOOD SURVIVISION, A 🖖 SUMPLYISTON OF PART OF THE MONTHWEST 1/4 OF SAID FECTION 6. THENCE EASTERLY ON THE LAST MAKED PARALLEL LINE TO THE POINT OF INTERPRETION WITH A LINE SOI PERT EAST OF AND PARALLEL TO THE WEST LINE OF THE MOREWEST 1/4 OF SECTION 6. THEMCE worth on the last wanto parallel live, a distance 😂 286/95 feet to a point; Therce rasterly of a straight line, said line which is 467 feet north of alb Parallel to the morth line of Plosewood Subdivision a Distance of 65 feet to a POINT; THENCE MORTHERLY ON A STRAIGHT LINE, SAID LINE WHICH IS \$49 FEST EAST OF AND PARALLEL TO THE WEST LINE OF THE WORTHWEST 1/4 OF SAID SECTION 4, TO THE PART OF INTERSECTION WITH A LIFE 33 FEET SOUTH (AS MEASURED AT RIGHT) ANGLES) OF THE MORTH LINE OF THE MORTHWEST 1/4 OF SECTION 6, THEFCE WESTERLY OF THE LAST MAKED LIFE TO THE POINT OF REGINNING, IN COOK COUNTY, ILLINOIS

PARCELS II

Lots 25, 42, 44, 57, 62, 63, 65, 66, 69, 76, 90, North & of 91, 95, 97, 120 and 128 in Landings of Oak Forest Subdivision, being a subdivision of part of the Soutwest & of Section 8, Township 36 North, Range 13 East of the Third Principal Meridian, according to the Plat thereof recorded June 27, 1988 as Document 88281884 in Gook County, Illinois

Property of Cook County Clerk's Office

EXHIBIT "3"

PARCEL I

PARCEL I is commonly known as 2323 W. 1883rd Street, Homewood, Illinois. Permanent Index Numbers are 32-06-100-072-0000 and 32-06-100-076-0000.

PARCELS II

ALL THE FOLLOWING LOTS ARE LOCATED IN THE VILLAGE OF OAK FOREST, Illinois 50452

Lot No.	Permanent Index	Number	Address
25 42 44 57 62 63 65 66 69 76 90 N.\\ 91 95 97 120 128	28 08 306 002 28 08 306 013 28 08 306 020 28 08 306 021 28 08 306 023 28 08 306 024 28 08 305 001 28 08 305 008	0000 6237 0000 14874 0000 14813 0000 14849 0000 14861 0000 14867 0000 14868 0000 14858 0000 15056 0000 15056	Harbor Drive Harbor Drive Harbor Drive Harbor Drive Harbor Drive

Property of County Clerk's Office