97190652

DEPT-01 RECORDING

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COOK COUNTY RECORDER

REAL ESTATE MORTGAG

PREPARED BY: (PRINT BIGNER'S NAME DELOW BIGNATURE)

Old Republic IFA Corp 4902 W. Irving Park Rd

Chicago, IL 60641

This Mortgage is made and dated

March 5.

, 19 97

Parties

Belween Anthony F. Piet & Sharon A. Piet, as Joint

with an address

(the "Borrower")

and OLD REPUBLIC INSURED FINANCIAL ACCEPTANCE CORPORATION with an address of 4902 WEST IRVING PARK HOAD, CHICAGO, ILLINOIS 60641 (the "Lender")

Borrower promises and agrees ar follows:

Definitions

1. In this Mortgage, the term"Borrower" shall mean all borrowers under this Mortgage. The term "Lender" shall mean the Lender named apove, all lenders under this Mortgage and any other holder or taker of this Mortgage and the Promissory incle described below by transfer. The terms "Lender" and "Borrower" shall also include the heirs, executors, administrators, successors and assigns of

Transfer of Note and Mortgage Underlying debt, future advances

- 2. Lender may transfer this Mortgage and the Promistory Note without notice to Borrower.
- 3. This Mortgage is made to secure a Debt of the Borrower to the Lender for (\$ 70,000.00 payable with interest according to a Bond or Note having the same date as this Mortgage. The Lender may make advances in the future to the Borrower or future owners of the Property. In addition to the above Debt the Bond or Note and this Mortgage are intended to secure any more debts now or in the future owed by the Borrower to the Lender. The meximum amount of debt secured by the Bond or Note and this Mortgage shall not be greater than the Debt stated above.

Lender is not obligated to make future advances.

4. The terms of the Note are incorporated in and made part of this Mortgage.

Terms of Note Incorporated Transfer of rights building and **Improvements** streets

5. The Property mortgaged (the "Property") is

97190652 12601 Southwest Highway, Palos Park, I1,

(a) All land described on Schedule "A" annexed hereto and made part hereof.

(b) Together with the buildings and improvements on the Property.

(c) Together with all the Borrower's right, title and interest in the streets next to the property to.

their center lines. (d) Together with all condemnation awards for any taking by a government or agency of the whole, or part of the real Property or any easement in connection with the Property. This includes awards for changes of grades of streets.

awards

Payment Insurance

- 6. Borrower shall repay the Loan in accordance with the terms of the Note.
- 7. Borrower will keep the buildings on the Property Insured against loss by fire and other risks included in the standard form of extended coverage insurance. The amount of insurance coverage shall be approved by Lender but shall not exceed the full replacement value of the buildings and improvements. Borrower shall pay premiums for all insurance policies when due, Borrower shall $\mathcal{A} t$

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Property of Cook County Clerk's Office

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assign and deliver all insurance policies to Lender. The Insurance policies shall contain the

standard Illinois mortgage clause in the name of Lender as mortgagee. Upon Borrower's failure to keep the buildings insured, Lander may obtain the insurance, Borrower shall, within thirty (30) days after notice and demand, insure the Property against any other risk reasonably required by Lender, including war risk.

or Alteration

Maintenance, No sale 8. Borrower shall keep the Property In good repair. Borrower shall not, without the prior written consent of Lendor, materially after, demolish or remove the buildings and improvements on the Property, or sell all or any part of the Property. Borrower shall not abandon the Property. Lender may inspect the Property on reasonable notice to Borrower, Borrower shall make such repairs as Londer may reasonably require.

Taxes, etc.

9. Borrower shall pay all taxes, assessments, sewer rents and water rates and all other charges against the Property when they are due. Borrower shall produce receipts for these payments within ten (10) days after Lender's demand for them. Borrower shall neither claim nor be entitled to any credit against the principal and interest due under the Note on account of Borrower's payment of those charges.

Statement of Amount due, etc.

 Within live (5) days after request in person or within ten (10) days after request by mail, 30 rower shall give to Lender a signed statement as to (i) the amount due under this Mortgage and (ii) an) offsets or defense against the Note or this Mortgage.

Warranty of Title

11. Except for the first mortgage described in Paragraph 12 hereof, Borrower warrants the title to the Property and Borrower shall defend that title against all adverse claims. Borrower shall be responsible for any costs or losses of Lender II an interest in the Property is claimed by others.

Prior Mortgage

This Mortgoge is subject and subordinate to a first mortgage on the Property held by Longa Beach Nortgage with an unpaid balance not in excess of Four Hundred Twenty Thousandollars (\$ 420,000.00 & 00/100

Default and acceleration of Note

13. Londer may declare the chike unpaid balance of the Note and accrued interest on the Note to too immediately due and payabir, upon any default by Borrower.

The happening of any of the folic wing shall constitute a default by Borrower:

(a) If Borrower falls to make any payment required by the Note and/or this Mortgage within ten (10) days of the date it is due;

(b) If Borrower fails to keep any other promise or agreement in this Mortgage within the time set forth, or if no time is sot forth, within a reasonable time after notice is given that Borrower is in

(c) If Borrower sells, conveys or otherwise transfers min to all or part of the Property;

(d) If on application of Landar, two or more insurance companies licensed to do business in Illinois refuse to Issue policies insuring the buildings and in provements on the Property;

(e) If Borrower falls to make any payment required by any offer mortgage;

(f) If Borrower fails to keep any other promise or agreement in any prior mortgage;

(g) If bankruptcy or insolvency proceedings are filed by or against Borrower.

Sale

14. Upon Borrower's default under this Mortgage and the sale of the Pioperty in foreclosure, the Property may be sold in one or more parcels.

Receiver

15. Upon Lender's sult to loreclose the Mortgage, Lender shall have the right to have a receiver appointed to take control of the Property.

Payment of rent and eviction after default

18. Upon Borrower's default under this Mortgage, Borrower shall pay monthly in advance to Lender. or to a receiver who may be appointed to take control of the Property, the fair rental for the use and occupancy of that part of the Property that is in the possession of Borrower. Upon Borrower's failure to pay rent when due, Borrower shall vacate and surrender the Property to Lender or to the receiver. Borrower may be evicted by summary proceedings or other court proceedings.

Attorney's Fees

17. If the Note is referred to an attorney for collection, Borrower agrees to pay reasonable attorney less incurred in the enforcement or collection of the Note.

Lender's right to make payment

18. Lender may, but shall not be required to, pay any of the following expenses of the Property when due if Borrower does not: real estate taxes, assessments, sower rents, water charges, premiums for risk insurance, renders and projectors. risk insurance, repairs and maintenance, payments due under any prior mortgage, and payments of any other charges or claims against the Property if necessary to protect Lender's rights under this Mortgage. Such payments shall be added to the principal and shall be secured by this Mortgage. Borrower shall reimburse Lender for such payments, with interest, upon Lender's written demand. Interest shall be charged from the time of payment by Lender at the rate set forth in the Note.

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UNOFFIC AILLOCOPY

Lot 2 in Zimmerman Subdivision, being a Resubdivision of block 6 in Monson and Company's Fourth Palos Park Subdivision in the Southeast & of the Southeast & of Section 27, Township 37 North, Range 12, East of the Third Principal Meridian, according to plat thereof registered in the Registrar's office of Cook County on 2-28-54 as Doc# 3357260

3-2 J Sou. Perm Tax No. 23-27-417-009 12601 Southwest Highway, Palos Park, Il, Address-

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19. Lander's delay or fallure to exercise any right or remody granted to Lender in this Mortgage or by Lander's rights. applicable law shall not be a waiver of or prevent the later exercise by Lender of any such right or no walver remedy. Lender may exercise any one or more rights or remedies available to Lender at any time. 20. Notices, demands or requests shall be in writing and shall be personally delivered or mailed Notices certified mail to Borrower or mailed by certified mail to Lender at the address set forth in this Mortgage or such other address as may be designated in writing. 21. This Mortgage may not be changed or terminated except by an agreement in writing signed by Changes must be both Lender and Borrower. in writing 22. This Mortgage shall be governed by the laws of the State of Illinois and any applicable federal Governing law law. In the event of a conflict between any provision of the Mortgage and any federal or Illinois statute, law or regulation in effect as of the date of this Mortgage, the statute, law or regulation shall control to the extent of such conflict and the conflicting provision contained in this Mortgage shall be without effect. All other provisions of this Mortgage shall remain fully offective and enforceable. IN WITNESS WHICKSOF, Berrower has signed this Mortgage this day of 5th March Borrower has received a true copy of this Mortgage without charge BORROWER VITNESS (Signature) F.Pi Lorraine Bereta Anthony 0 (Typed.or Printed) (Typed or Printed) (Signature) Sharon A.Piet (Typed or Printed) (Typed or Printed) STATE OF ILLINOIS "Official Seal" (88) Cook Lorraine pereta On this MarchNothry Public, State of Illinois day of 5th, 19 97 before me personally came. An thony F. Piet & Sharon of China tion Express and known to me to be the individual(s) described in and who executed the loregoing institution. The executed the executed the same **COUNTY OF** MORTGAGE ΤÖ FROM Dated: State of Illinois . Recorded on the County of . 19 , at day of o'clock

of Mortgages at page

Record and Return to: OLD REPUBLIC INSURED FINANCIAL ACCEPTANCE CORPORATION 4902 WEST IRVING PARK ROAD, CHICAGO, ILLINOIS 60641 To the County Recording Officer of County:

This Mortgage is fully paid. I authorize you to cancel it of record.

in Book Block Lot County

Lender I cortily that the signature of the Londor is genuine.

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