UNOFFICIAL GOPY 1 2 430130

This document prepared by

Patricia Provo 10635 S. Ewing Avenue Chicago, Illinois 60619.

NOTE IDENTIFIED 3520124

MORTGAGE

This MORTGAGE, made May 19, 1986. between RAJKO P/ (married to each other)		
referred to as "Mortgagors"), and East Side Bank and Trust Company, a banking corpodoing business in Chicago, Illinois, Lender, (herein referred to as "Mortgages").	ration organized u	nder the laws of the State of Illinois,
WITNESSETH		
THAT WHEREAS Mortgagors are justly indebted to Mortgagee as evidenced by a ce by Mortgagors and delivered to Mortgagee and by which Note Mortgagors promise to p	ortain promissory h	lote, of even date, herewith executed
by Mortgagors and delivered to Mortgagee and by which Note Mortgagors promise to p	pay to the order o	f Mortgagee at its office in Chicago,
Illinois the principal sum J. NEVEN. THOUSAND, EIGHT, HUNDRED, EIGHTEEN, AN	ND 60/100***.	dollars

(\$...7,818,60) providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, do and payable on

***which consists of \$5.663.57 Principal and Balance of Accrued Interest.

STON CC

> LOT TEN (except the North 20.38 feet thereof...... The North 0.38 feet of LOT TWELVE.....

In Block Eighteen (18) in Whitford's South Chicago Subdivision of the East Fractional Half (1) of the Northwest Fractional Quarter (1) of Section 20, Town hir 37 North, Range 15, East of the Third Principal Meridian, according to Map thereof recorded March 13, 1869 in Book 168 of Maps, Page 123

PERMANENT TAX NUMBER 26-20-115-029

COMMON ADDRESS

11626 Avenue J Chicago, Illinois

which, with the property hereinafter described, is referred to herein as the "premises";

which, with the property hereinafter described, is referred to herein as the "premises":

TOGETHER with all improvements, tenements, easements, fixtures and appurtenances thereto belonging, and all rents, issues and profits 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 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, awnings, stoves 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 on the premises by the Mortgagors or their successors, shall be considered as constituting part of the real estate.

TO HAVE AND TO HOLD the premises unto the Mortgagee, its successors and assigns, forever, for the purposes 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 walve.

The covenants, conditions and provisions listed below among other things, require Mortgagors to keep the premises in repair, insured and

do hereby expressly release and waive.

The covenants, conditions and provisions listed below among other things, require Mortgagors to keep the premises in repair, insured and free of liens and to pay and discharge prior liens and taxes, provide that if not paid by Mortgagors, the costs of such repairs, insurance, prior liens and taxes paid by Mortgagoe constitute additional indebtedness secured hereby, provide for tax and insurance deposits, for acceleration of maturity of the Note and foreclosure hereof in case of default and for the allowance of Mortgagoe's attorneys' fees and expenses of foreclosure, and are incorporated herein by reference, are a part hereof, and shall be binding on the Mortgagors and those claiming through them. In the event Mortgagors sell or convey the premises, or if the tille thereto or any interest legal or equitable therein shall become vested in any manner whatsoever in any other persons other than Mortgagors, or if Mortgagors is a trust in persons other than Mortgagors's beneficiaries, Mortgagee shall have the option of declaring immediately due and payable all unpaid balances on the Note and enforcing the provisions of this mortgage with respect thereto unless prior to such sale or conveyance Mortgagee shall have consented thereto in writing and the prospective purchasers or grantees shall have executed a written agreement in form satisfactory to the Mortgagee assuming and agreeing to be bound by the terms and conditions of said Note and this Mortgage.

MAIL TO: BANK BA	
	My Commission expires: February 29, 1988 Commission Expires february 29, 1988 Commission Expires february 29, 1988
38 et , <u>vam</u> to ye	
and voluntary act, for the uses and purposes therein set forth.	
	subscribed to the force only instrument, appeared before me this day in person, a
	personally known to me to be the same
	do hereby certify that Ratiko Patdimite and Mara Patdimit
etate bine vinuos bies tot bine in shibi s Motern and state	i, Patricia Provo
County se:	STATE OF ILLINOIS, COOK
WYBY BYTDHWIC	
Morta Caldranic	
BAJKO PALDRMIC	
Hayor Goldene	5
	Signed and sealed by the Mortgagors the date lirst above written.

- 9. 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 proceedings including all such fema as are mentioned in the preceding paragraph hereof; second, all other items which under the terms he end constitute secure of including all such fema as are mentioned in the preceding paragraph hereof; second, all other items which under the terms he end constitute secure of including an action as herein provided; third, all principal and interest remaining unpaid on the note; rourth, any surplus to Mortgagors, their heirs, legal representatives or assigns, as their rights may appear.
- 10. Upon, or at any time after the filing of suit to foreclose this Mortgage, the Court in which suit is filed may appoint a receiver of said premises. Such appointment may be made either before or after saie, 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 Mortgagee 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 or 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 (including insurance and repairs), 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 in part of: (1) the indebtedness secured hereby, or evidenced by any decree foreclosing this Mortgage, or any tax, special assessment or other lien which may be or become superior to the lien hereof or of such decree, provided such application is made prior to forciosure sais; (2) the definiency in case of a sale and deficiency.
- 11. The Mortgagors will not at any time insist upon, or plead, or in any manner whatsoever claim or take any benefit or advantage of, any stay or extension or moratorium law, any exemption from execution or sale of the premises or any part thereof, wherever enacted, now or at any time hereafter enforced, which may affect the terms and covenants or the performance of this Mortgage, not claim, take, or insist upon any benefit or advantage of any law now or hereafter in force providing for the valuation or appraisal of the premises, or any part thereof, prior to any sale or sales thereof which may be made pursuant to any provision herein, or pursuant to the decree, judgment, or order of any dourt of competent jurisdiction; and the Mortgagors hereby expressly waive all benefit or advantage of any such law or laws, and covenant not to hinder delay, or impede the execution of any power herein granted or delegated to the Mortgagoe, but to suffer and permit the execution of every power as though no such law or law is had been made or enacted. The Mortgagors, for itself or themselves and all who may claim under it or them, waive, to the extent that it may lawfully do so, all right to have the mortgaged property marshaled upon any foreclosure hereof.
- 12. No action for the enforcer lent 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.
- 13. In case the premises, or any port thereof, shall be taken by condemnation, the Mortgagee is hereby empowered to collect and receive all compensation which may be paid to any property taken or for damages to any property not taken and all comdemnation compensation so received shall be forthwith applied by the Mortgagee as it may elect, to the immediate reduction of the indebtedness secured hereby, or to the repair and restoration of any property so de naged, provided that any excess over the amount of the indebtedness shall be delivered to the Mortgagors or their assignee.
- 14. All avails, rents, issues and profits of the premises are pledged, assigned and transferred to the Mortgagee, whether now due or hereafter to become due, under or by virtue of any lease or agreement is written or verbal, and it is the intention hereof (a) to pledge said rents, issues and profits on a parity with said real estate and not secondarily and such pledge shall not be deemed more of any foreclosure decree, and (b) to establish an absolute transfer and assignment to the Mortgagee of all such leases and agreements and at the avails thereunder, together with the right in case of default, either before or after foreclosure sale, to enter upon and take possession of manage, maintain and operate said premises, or any part thereof, make leases for terms deemed advantageous to it, terminate or modify existence or of turne leases, collect said avails, rents, issues and profits, regardless of when earned, and use such measures whether legal or equitable as it may deem proper to enforce collection thereof, employ renting agents or other employees, after or repair said premises, buy furnishings and equipment therefor when it deems necessary, purchase adequate fire and extended coverage and other forms of insurance as may be demed advisable, and in general exercise all powers ordinarily incident to absolute ownership, advance or borrow money necessary for any purpose miners and in general exercise all powers ordinarily incident to absolute ownership, advance or borrow money necessary for any purpose miners and in general exercise all powers ordinarily incident to any other individences hereby secured, and out of the income retain reasonable compensation for itself, pay insurance premiums, taxes and assessments, any all expenses of every kind, including attorney's fees, incurred in the exercise of the powers herein given, and from time to time apply any base of income not, in its sole discretion, needed for the aforesaid purposes, first on the interest and then on the principal of the indebtedness heroe; secured
- 15. Mortgagor within five (5) days upon request by mail shall execute, acknowledge and deliver to Mortgagee a Security Agreement, Financing Statement or other similar security instrument, in form satisfactory to the Mortgagee, covering all property, of any kind whatsoever owned by the Mortgagor, which, in the sole opinion of Mortgagee, is essential to the operation of the Premises and concerning which there may be any doubt whether the title to same has been conveyed by or a security interest perfected by this Mortgage under the laws of the State of Illinois and will further execute, acknowledge and deliver any financing statement, affidavit, continuation statement or any lifecate or other document as Mortgagee may request in order to perfect, preserve, maintain, continue and extend the security interest hereunder and the priority of such security instrument. Mortgagor further agrees to pay to Mortgagee on demand all costs and expenses incurred by Mortgagee in connection with the preparation, execution, recording, filing and refiling of any such document.
- 16. That all property of every kind and description acquired by Mortgagor after the date hereof which, by the terms hereof, is required or intended to be subject to the lien of this Mortgage, shall immediately upon the acquisition thereof and without any further mortgage, conveyance, assignment or transfer, become subject to the lien of this Mortgage. Nevertheless, Mortgagor will do, execute, acknowledge and deliver all and every such further acts, conveyances, mortgages and assurances as Mortgagee shall reasonably request for accomplishing the purposes of this Mortgage.
- 17. A reconveyance of said premises shall be made by the Mortgages to the Mortgagors on full payment of the indebtedness aforesaid, the performance of the covenants and agreements herein made by the Mortgagors, and the payment of the reasonable fees of said Mortgages.
- 18. 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 or any part thereof, whether or not such persons shall have executed the Note or this Mortgage; and
- 19. In the event this instrument is executed by only one person or entity all terms as used herein shall be understood and applied as if in their singular forms.

exceed the amount necessary to make such payment, such excess shall be credited on subsequent for these purposes to be made the mounts of these purposes to be made. 88 they become due, then the Mongagors shall pay the nacessarions and make up the deliciency. If amounts collected for the purpose alonessign annual to make up the deliciency. If amounts collected for the purpose alonessign are amount nacessary to make a new average to the residence of the purpose alonessign and are annual to make an introduce of the make. Towever, payments made hereunder for taxes, special assessments and inautance premiors are successed in the made hereunder for taxes appecial assessments and inautance premiors shall not be sufficient to pay the amounts necessary amounts in amounts collected in the more obsessed. 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Debd; and in Cash of 1085 under such policies, the Mortgages is authorized to adjust, collect and compromise miscreation all relating the avenue and deliuse on helps to the sentengence of the such properties of the second transfer and the second transfer and the second transfer and transfer and the second transfer and transfer the Mongages; and in case of foreclosure sale payable to the centre of the centificate of asie, owner of any deficiency, any receiver or restrate at and anaders of these index such collisies the Manages is suthovised to adding and company. 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Mortgagors covenant and agree to pay said indebtedness and the interest thereon as herein and in said Note or other evidence.

a included in any decree or judgment as a part of said mondage debt and shall include interest thereon at the tale as provided in the said this is in default. Breby secured. All such amounts shall be payable by the Mongagors to the Mongagoes on demanding and individual in any decreasing the montrana data and individual in any decreasing a finite said montrana data and in not paid individual in any decreasing and individual in any decreasing as a first of the montrana individual indivi Meding said debt of lien, including feasonably estimated amounts to conclude the transaction, shall be added to and the remainer and the added to and be a part of the debt seamed and all each amounts and the house of the house of the transaction and transaction and Maning and the inclination research of the property securing the same and inclination with any other dispute of the property securion with any other dispute of the property securion with any other dispute of the property of securiors inclination of securiors has maning and the part of the habit. with 100 and 1 This ligh of which alled the fille to the ptopenty securing the interest of which the ptopenty securing the high to the ptopenty securing the high ptopenty securing the ptopenty securing the ptopents are a secured to the ptopents of the ptopents are a secured to the ptopents of the ptopents are a secured to the ptopents of the ptopents are a secured to the ptopents are a security to the ptopents are a securit A this lies as the debt hereby secured or the lies of the lies of the debt hereby secured to the lies of the debt hereby secured to the lies of the li A Montgagora agree that Montgagora may amploy counsel for advice or other legal service at the Montgagora discretion in connection with the connection of the Montgagora and the Montgag

with inferest therefor at the rate as provided in the said hote when said hote is in default. Inscrime interesting the rate and provided in the said hote when said hote is in default. Inscrime of more and in any default is an account of any account of any account of the said install hote and the heat and the heat and the returned of the page of the install insert of the contract of the page of the p (the fight hereof, shall be so much additional indebtedness secured hereby and shall become immediately due and provided indebtedness secured hereby and shall become immediately due and payable without notice with interest the rate as an animal indepted here is a shall be so that a manager of the rate as a secured in the rate as a secured in the rate as a secure of the rate o FUND 3910 PRINTED IN CONTROL OF 1905 AND THE THE THE PRINTING OF THE PRINTING Ching 38id premises or contest any law out out out the principal of the purposes therein not not the purposes therein any tea out of the purposes therein authorized and all expenses points in connection therein including any man and and other thorace and any of the purposes therein its discretion to note the premises. it and numinal decined asperioris, and may, and meas must, mane in the printing of printing of manages, compromise of settle any tax lies of other prior lies of claim thereof, or redeem from any tax assessment. All manage naid for any of the outcasse herein sufficient and all expenses half The base of versum more than 100 parties of the following the section of principal of principal of interest of the section of 4. In case of default therein, Mongagee may, but need not, make any payment or perform any act herein required of Mongagors in any and manner department or interest or order and manner and manner of principles of principles of principles of principles or interest or order and manner and manner or order and manner or interest or order and manner and m

Mortgagee making any payment hereby a transfer to britage to britage you build make a sometime of or through the managed as a season of the se