

NOTE IDENTIFIED

UNOFFICIAL COPY 3 4 6

MORTGAGE

3538846

THIS INDENTURE WITNESSETH: That the undersigned

Stephen L. Barnard and Cheryl A. Barnard, his wife

of the Village of Flossmoor County of Cook State of Illinois, hereinafter referred to as the Mortgagor, does hereby Mortgage and Warrant to

Argo Federal SAVINGS AND LOAN ASSOCIATION

a corporation organized and existing under the laws of the United States of America, hereinafter

referred to as the Mortgagee, the following real estate, situated in the County of Cook in the State of Illinois, to wit:

Lot Nine(9) in Block Eighteen (18) in Flossmoor Park Addition being a Subdivision of the Northeast Quarter (1/4) of the Southwest Quarter (1/4) of Section 6, Township 35 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Common Address: 2050 Collette Lane Flossmoor, Ill. 60422

Index Number: 02 06 304 009 0000

70-62-9646

3538846

TOGETHER with all buildings, improvements, fixtures or appurtenances now or hereafter erected thereon, including all apparatus, equipment, fixtures or articles, whether in single units or centrally controlled, used to supply heat, gas, air conditioning, water, light, power, refrigeration, ventilation or otherwise and any other thing now or hereafter therein or thereon the furnishing of which by lessors to lessees is customary or appropriate, including screens, window shades, storm doors and windows, floor coverings, screen doors, venetian blinds, in-a-door beds, awnings, stoves and water heaters (all of which are declared to be a part of said real estate whether physically attached thereto or not); and also together with all easements and the rents, issues and profits of said premises which are hereby pledged, assigned, transferred and set over unto the Mortgagee.

TO HAVE AND TO HOLD all of said property unto said Mortgagee forever, for the uses herein set forth, free from all rights and benefits under the Homestead Exemption Laws of the State of Illinois, which said rights and benefits said Mortgagor does hereby release and waive.

TO SECURE the payment of a certain indebtedness from the Mortgagor to the Mortgagee evidenced by a note made by the Mortgagor in favor of the Mortgagee, bearing even date herewith, in the sum of One Hundred Ten Thousand and NO/100ths Dollars (\$110,000.00), which note, together with interest thereon as provided by said note, is payable in monthly installments of One Thousand Thirty Eight Dollars and 61/100ths or more DOLLARS (\$1,038.61 or more on the 1st day of each month, commencing with September 1, 1936 until the entire sum is paid.

This Instrument was Prepared by:

Walter J. Sarna
ARGO SAVINGS & LOAN ASSOCIATION
7600 W. 63rd St. Summit, Ill. 60501

To secure performance of the other agreements in said note, which are hereby incorporated herein and made a part hereof, and which provide, among other things, for an additional monthly payment of one-twelfth (1/12th) of the estimated annual taxes, assessments, insurance premiums and other charges upon the mortgaged premises. And to secure possible future advances as hereinafter provided and to secure the performance of the Mortgagor's covenants herein contained.

A. THE MORTGAGOR COVENANTS:

(1) To pay immediately when due and payable all general taxes, special taxes, special assessments, water charges, sewer service charges and other taxes and charges against said property, including those heretofore due, (the monthly payments provided by said note in anticipation of such taxes and charges to be applied thereto), and to furnish the Mortgagee, upon request, with the original or duplicate receipts therefor.

(2) To keep the improvements now or hereafter situated upon said premises insured against loss or damage by fire, lightning, windstorm and such other hazards, including liability under laws relating to intoxicating liquors and including hazards not now contemplated, as the Mortgagee may reasonably require to be insured against, 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, in such companies, through such agents or brokers, and in such form as shall be satisfactory to the Mortgagee. Such insurance policies, including additional and renewal policies shall be delivered to and kept by the Mortgagee and shall contain a clause satisfactory to the Mortgagee making them payable to the Mortgagee as its interest may appear.

(3) To promptly repair, restore or rebuild any buildings or improvements now or hereafter on the premises which may become damaged or destroyed; to keep said premises in good condition and repair, and free from any mechanic's or other lien or claim of lien not expressly subordinated to the lien hereof; not to suffer or permit any unlawful use of or any nuisance to exist on said property nor to diminish nor impair its value by any act or omission to act; to comply with all requirements of law with respect to the mortgaged premises and the use thereof;

(4) That if the Mortgagor shall procure contracts of insurance upon his life and disability insurance for loss of time by accidental injury or sickness, or either such contract, making the Mortgagee assignee thereunder, the Mortgagee may pay the premiums for such insurance and add said payments to the principal indebtedness secured by this mortgage to be repaid in the same manner and without changing the amount of the monthly payments, unless such change is by mutual consent.

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ARGO SAVINGS
and
LOAN ASSOCIATION
7600 WEST 63rd ST
ARGO, ILL. 60501

ARGO SAVINGS

REGISTRAR OF TITLES

MAILED
3 PM '85

Submitted by

Address

Phone No

Deliver certificate

Address

Deed to

Address

Notified

Walsh

MORTGAGE

Box

CHICAGO TITLE INS.

7042927
7042927

3
12/19/85

IN DUPLICATE

My Commission Expires 3-5-89

Notary Public
JULY 18th day of JULY A.D. 1985

GIVEN under my hand and Notarial Seal, this 18th day of JULY, 1985, before me this day in person and acknowledged that they personally known to me to be the same person(s) whose name(s) (he) (she) (it) (are) subscribed to the foregoing instrument, appeared DO HEREBY CERTIFY that

LOUIS C. DINEFF
STATE OF ILLINOIS
COUNTY OF COOK

Stephens A. Bernard
A.D. 1985

IN WITNESS WHEREOF, the undersigned, the undersigned, have hereunto set their hands and seals this 18th

(1) That in the case of failure to perform any of the covenants herein, the Mortgagee may do on the Mortgagee's behalf everything so covenanted; that the Mortgagee may also do any act it may deem necessary to protect the M's hereof; that the Mortgagee will repay upon demand any moneys or interest thereon at the highest rate for which it is then lawful to contract and such moneys together with interest thereon shall be secured and may be included in any decree foreclosing this mortgage and be paid out of the rents or proceeds of sale of said premises if not otherwise paid; that it shall not be obligatory upon the Mortgagee to inquire into the validity of any lien, encumbrance, or claim in advancing moneys so above authorized, but nothing herein contained shall be construed as requiring the Mortgagee to advance any moneys for any purpose not to do any set hereunder; and that Mortgagee shall not incur any personal liability because of anything it may do or omit to do hereunder; (2) That it is the intent hereof to secure payment of said note whether the entire amount shall have been advanced to the Mortgagee at the date hereof or at a later date, or having been advanced, shall have been repaid in part and further advances made at a later date, which advances shall in no event operate to make the principal sum of the indebtedness greater than the original principal amount plus any amount or amounts that may be added to the mortgage indebtedness under the terms of this mortgage for the purpose of protecting the security and for the purpose of paying premiums under Section 4(e) above, or for either purpose; (3) That time is of the essence hereof, and if default be made in performance of any covenant herein contained or in making any payment under said note or obligation or any extension or renewal thereof, or if proceedings be instituted to enforce any other lien or charge upon any of said property, or upon the filing of a proceeding in bankruptcy by or against the Mortgagee, or if the Mortgagee shall make an assignment for the benefit of his creditors or if his property be placed under control of or in custody of any court or officer of the government, or if the Mortgagee abandon any of said property, then and in any of said events, the Mortgagee is hereby authorized and empowered, at its option, and without affecting the lien hereby created or the priority of said lien or any right of the Mortgagee hereunder, to declare, without notice all sums secured hereby immediately due and payable, whether or not such default be remedied by Mortgagee, and apply toward the payment of said mortgage indebtedness any indebtedness of the Mortgagee to the Mortgagee, and said Mortgagee may also immediately proceed to foreclose this mortgage, and in any foreclosure a sale may be made of the premises without offering the several parts separately; (4) That upon the commencement of any foreclosure proceeding hereunder, the court in which such bill is filed may at any time, and without notice to the Mortgagee, or any party claiming under him, appoint a receiver with power to manage and run, and to collect the rents, issues and profits of said premises during the pendency of such foreclosure suit and the ordinary period of redemption, and such rents, issues and profits, when collected, may be applied before as well as after the Mortgagee's bid, toward the payment of the indebtedness, costs, taxes, insurance or other items necessary for the protection and preservation of the property, including the expenses of such receivership, or on any deficiency decree whether there be a decree therefor in person am or not, such receiver may elect to terminate any lease junior to the lien hereof; and upon foreclosure of said premises, there shall be allowed and included as an additional indebtedness in the decree of sale all expenditures and expenses together with interest thereon at the rate of per annum, necessarily incurred in the sale of said premises, and deemed by the Mortgagee to be reasonably necessary either to prosecute such suit or to evidence by or on behalf of the Mortgagee and deemed by the Mortgagee to be reasonably necessary to pay by the Mortgagee in connection with interest as herein provided for such decrees the true title to or value of said premises; all of which said amounts together with interest as herein provided shall be immediately due and payable by the Mortgagee in connection with interest as herein provided for such decrees the true title to or value of said premises; either party hereto shall be a party to reason of this mortgage or the note hereby secured; or (b) proceedings, in the commencement of any suit for the foreclosure hereof after the accrual of the right to foreclose, whether or not actually commenced; or (c) preparations for the exercise of or intervention in any suit or proceeding or any threatened or contemplated suit or proceeding which might affect the premises or the security hereof, whether or not actually commenced; In the event of a foreclosure sale of said premises there shall first be paid out of the proceeds thereof all of the aforesaid items.

B. MORTGAGOR FURTHER COVENANTS: