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MORTGAGE

3587009

NOTE IDENTIFIED

THIS INDENTURE WITNESSETH, that JOHN F. STEWART and CAROL M. STEWART, his wife

herein referred to as "Mortgagors", being indebted to Fidelity Federal Savings & Loan Association of Chicago, a corporation organized and existing under the laws of the UNITED STATES OF AMERICA, hereinafter referred to as the Mortgagee, in the sum of EIGHTEEN THOUSAND FIVE HUNDRED TWENTY THREE and 44/100 (\$ 18,523.44) Dollars evidenced by the promissory note of Mortgagors of even date herewith payable to the order of Mortgagee in installments as follows:

36 installments of \$ 514.54 each, beginning on December 25, 19 86 and continuing on the same day of each month thereafter until the entire sum is paid, MORTGAGE AND WARRANT to Mortgagee, its successors and assigns,

the following real estate situated in the County of Cook, State of Illinois, and all right to retain possession of said real estate after default in payment for breach of any of the covenants and agreements herein contained), to-wit:

Lot 2 in B. A. Fuglerstrom & Co.'s Resubdivision of Lots 160, 161, 162 and 163 in H. Roy Berry Co.'s Devon Avenue Highlands, being a Subdivision of Lot 1 in John Battcher Estate Division of North Fraction 1/2 of the Northwest 1/4 of Section 2, Township 40 North, Range 12 East of the Third Principal Meridian, according to Plat thereof registered in the Office of the Registrar of Titles of Cook County, Illinois, on 11/2/55, as Document No. 16 31 876.

Permanent Index Number: 12-02-106-015-0000

Property Address: 1315 Park Ridge Blvd., Park Ridge, Illinois 60068

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

TOGETHER with all improvements, tenements, easements, fixtures, and appurtenances thereto including, 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 in 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, inador beds, 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 in the premises by the mortgagors or their successors or assigns shall be considered as constituting part of the real estate.

This Mortgage is a second lien on the premises mortgaged thereby, and is subject to a prior Mortgage on the same premises dated 04-04, 19 86.

filed or recorded 04-11, 19 86 as document number 2507171T, for all advances made or to be made on the notes secured by the last named Mortgage and for other purposes specified therein.

THE MORTGAGOR COVENANTS

1. Mortgagors shall (1) promptly repair, restore or rebuild any buildings or improvements now or hereafter on the premises which may be some 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 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 note; (4) complete within a reasonable time any building 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 penalty 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, furnish to Mortgagee or to holders of the note 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 keep 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 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, all in companies satisfactory to the holders of the note, under insurance policies payable, in case of loss or damage, 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 holder of the note 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, Mortgagee or the holder of the note may, but need not, make any payment or perform any act hereinbefore required of Mortgagors in any form and manner deemed expedient, and may, but need not, make full or partial payments of principal or interest on prior encumbrances, if any, and purchase, discharge, compromise 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 or assessment. All moneys paid for any of these purposes herein authorized and all expenses paid or incurred in connection therewith, including attorneys' fees, and any other moneys advanced by Mortgagee or the holders of the note to protect the mortgaged premises and the lien hereof, shall be so much additional indebtedness secured hereby and shall become immediately due and payable without notice. Inaction of Mortgagee or holders of the note 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 note 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 both principal and interest, when due according to the terms hereof. At the option of the holder of the note, and without notice to the Mortgagors, all unpaid indebtedness secured by the Mortgage shall, notwithstanding anything in the note or in this Mortgage to the contrary, become due and payable (a) immediately in the case of default in making payment of any instalment 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.

UNOFFICIAL COPY

12/1/05  
IN DUPLICATE

Box 36  
35872009

MORTGAGE

JOHN F. STEWART  
CAROL M. STEWART

1315 Park Ridge Blvd.  
Park Ridge, Illinois 60068

FIDELITY FEDERAL SAVINGS  
And Loan Association of Chicago

455 West Belmont Avenue  
Chicago, Illinois 60641  
PERSONAL LOAN NO. 1-00-5232-9

-THIS DOCUMENT PREPARED BY:  
William E. Trade, Attorney at Law  
555 West Belmont Avenue, Chicago, Illinois 60641

NOTARY PUBLIC, STATE OF ILLINOIS  
MY COMMISSION EXP. JULY 29, 1988  
ISSUED THRU ILL. NOTARY ASSOC.

WITNESS the hand of John F. Stewart and seal of Carol M. Stewart of Mortgagees this 24th day of November 1986

County of Cook STATE OF ILLINOIS

I, John F. Stewart and Carol M. Stewart, whose names are subscribed to the foregoing mortgage, appeared before me this day in person and acknowledged that they signed, sealed and delivered the said mortgage as their free and voluntary act for the uses and purpose therein set forth, including the release and waiver of the right of homestead.

GIVEN under my hand and Notarial Seal this 24th day of November A.D. 1986

1. When the indebtedness hereby secured shall become due whether by acceleration or otherwise, Mortgagee shall have the right to foreclose the lien hereon. In any suit to foreclose the lien hereon, there shall be allowed and included an additional indebtedness 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 note, for attorneys' fees, appraisers' fees, outlays for documentary and expert evidence, stamp charges, publication costs and costs (which may be estimated as to items to be expended after entry of the decree) of procuring all such abstracts of title, title searches and examinations, guaranties and similar data and assurances with respect to the note as Mortgagee or holder of the note may deem to be reasonably necessary either to prosecute such suit or to avoidance of 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 note in connection with (a) any proceeding, including foreclosure 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 accrual 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 or (d) any other suit or proceeding which may be brought by or for the Mortgagee or holder of the note.

2. 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 incurred in the foreclosure proceedings, including all such items as are mentioned in the preceding paragraph hereof; second, all other items which under the terms hereof constitute indebtedness additional to that evidenced by the note, with interest thereon as herein provided; third, all principal and interest remaining unpaid on the note; fourth, any overplus to Mortgagees, their heirs, legal representatives or assigns as their rights may appear.

3. 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 value of the premises or whether the same shall be then occupied as a homestead or not and the Mortgagee 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 Mortgagees, 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 in part of: (1) The indebtedness secured hereby, or 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 foreclosure sale; (2) the deficiency in case of a sale and deficiency.

4. 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 upon the note hereby secured.

5. Mortgagee or the holder of the note shall have the right to inspect the premises at all reasonable times and access thereto shall be permitted for that purpose, then at the option of the Mortgagee, the debt incurred by this instrument shall immediately become due and payable.

12. IN THE EVENT the Mortgagee transfers title to the within described property to any purchaser without the prior approval in writing by the Mortgagee, then at the option of the Mortgagee, the debt incurred by this instrument shall immediately become due and payable.