

UNOFFICIAL COPY

JUNIOR MORTGAGE

INDIVIDUAL FORM

THIS INDENTURE WITNESSETH that the undersigned

Dean H. Broyles & Helen J. Broyles, his wife in joint tenancy

(hereinafter referred to as the Mortgagor), does hereby MORTGAGE AND WARRANT to
ELGIN STATE BANK of Elgin, Illinois, (hereinafter referred to as the Mortgagee),

the following described premises and property:
Lot One Hundred Thirty Five------(135)

In Fourth Addition to Blackhawk Manor, being a Resubdivision of all that part of the Third Addition to Blackhawk Manor lying North of the North line of Elma Avenue, except the Northerly 60.0 feet thereof and also excepting that part lying Westerly of the East 17.0 feet of Lot 422, and all of Lots 423 and 424, in Section 6, Township 11 North, Range 9, East of the Third Principal Meridian, according to Plat of said Fourth Addition to Blackhawk Manor registered in the Office of the Registrar of Titles of Cook County, Illinois, on October 6, 1959 as Document Number 1889895.

Permanent Index No.: 06-06-119-017

TOGETHER with all buildings, improvements and appurtenances now or hereafter erected or located thereon, including all screens, screen doors, storm doors and windows, awnings, window shades, venetian blinds, floor coverings that may include carpets or rugs, in a down bed, electric light fixtures, water heaters and softeners, and all apparatus and equipment to supply heat, gas, water, light, power, plumbing, air conditioning and ventilation, (all of which are declared to be a part of said real estate whether physically attached thereto or not), and including the rents, issues and profits of said premises and property, all of which are hereby pledged, assigned and transferred to the Mortgagee, TO HAVE AND TO HOLD the same unto the Mortgagee forever, for the uses herein set forth, hereby releasing and waiving all rights under or by virtue of the Homestead Exemption Laws of the State of Illinois.

TO SECURE the payment of the indebtedness, including subsequent advances, evidenced by the Mortgage Note of even date herewith executed by the Mortgagor payable to the Mortgagee in the principal sum of
Sixteen Thousand and 00/100----- (\$16,000.00) DOLLARS.

with interest thereon at the rate of 13.00 per cent per annum, said principal, advances and interest being payable in consecutive monthly installments in the combined sum of Two hundred ninety-six dollars and 89/100 Dollars, or more,

commencing on the 12th day of December, 1957 and continuing until the whole thereof shall have been paid in full, except that any balance remaining unpaid three (3) years from the date hereof shall be due and payable at that time, each installment to be applied first to interest and the balance to principal, and to secure the Mortgagor's covenants and agreements as set forth in said Mortgage Note (the terms and agreements herein contained) it is the intent and purpose hereof, among other things, to secure the payment of the indebtedness evidenced by said note whether the entire amount shall have been advanced at the date thereof, or at a later date, or having been advanced, shall have been repaid in part and further become part of the principal sum evidenced thereby. It is distinctly understood that such advances shall in no event operate to make the total principal sum advanced by said note greater than the said principal sum above specified, plus any amount or amounts that may be added to the mortgage indebtedness under the other terms and provisions of this mortgage.

It is also agreed that in the event of the non payment when due of any installment or payment hereof, or in said note, agreed to be paid by the Mortgagor, the Mortgagee may charge against the Mortgagor a penalty for such non payment when due, of five (5) cents per month per dollar of the amount payable.

THE MORTGAGOR AGREES to pay the said indebtedness and the interest thereon, as herein and in said note provided, to pay when due, and before any penalty attaches thereto, all taxes, special assessments and other charges against said premises, and on demand to exhibit receipts therefor, to keep all buildings at any time on said premises insured against loss by fire, windstorm and such other hazards as the Mortgagee may require to be insured against for the full insurable value, in companies and in such form as may be satisfactory to the Mortgagee, with mortgage loss clauses attached payable to the Mortgagee as its interest may appear, such policies to be deposited with the Mortgagee until said indebtedness is fully paid, or in case of foreclosure until the expiration of the period of re-emption; that in the case of loss under said policies, the Mortgagee is authorized to adjust, compromise and collect in its discretion, all claims thereunder, that immediately after destruction or damage the Mortgagor will commence and promptly complete the rebuilding or restoration of all buildings or improvements on said premises that may have been destroyed or damaged, to keep said premises and the improvements thereon in good condition and repair, and free from any mechanics or other lien or claim of lien, not expressly subordinated to the lien hereof, not to suffer or permit waste to, or any unlawful use of, or nuisance to exist on, said premises, nor anything whereby the value of said premises may be impaired or diminished, nor anything whereby the lien or security of this Mortgage may be weakened or impaired, to pay and discharge the reasonable expenses, including attorney's fees, incurred by the Mortgagee in any suit or proceeding to which it may be made a party by reason of being the Mortgagee hereunder, that the abstract of title to said premises, and any title guaranty policy relating thereto, shall be delivered to and remain with the Mortgagee until said indebtedness is fully paid, and in case of foreclosure shall become the property of the purchaser at the foreclosure sale thereof.

In the event the Mortgagor fails to perform any of the covenants and agreements herein contained to be performed by the Mortgagor, the Mortgagee may, on Mortgagor's behalf, do any and everything so covenanted, and the Mortgagee may also do whatever it may deem necessary to protect the lien and security hereof. The Mortgagor agrees to promptly pay to the Mortgagee all monies paid or disbursed by the Mortgagee for any such purpose, together with interest thereon at eight per cent per annum from date of payment, all of which shall be so much additional indebtedness secured by this Mortgage. It is agreed that nothing herein contained shall be construed as requiring the Mortgagee to advance any monies for any of such purposes, that it shall not be obligatory upon the Mortgagee to inquire into the validity of any lien, encumbrance or claim in advancing monies as above authorized, and that the Mortgagee shall not incur any personal liability because of anything it may do or omit to do hereunder.

In the event of default in the performance of any of the Mortgagor's covenants as set forth herein, or in said note, the unpaid balance of the indebtedness secured hereby shall, at the option of the Mortgagee, and without notice, become immediately due and payable, and, together with interest thereon at the rate of eight per cent per annum, shall be collectible immediately, or at any time after such default, anything contained herein, or in said note, to the contrary notwithstanding, and shall be recoverable by foreclosure of this Mortgage, or by suit at law, or both, the same as if the whole of such indebtedness had then matured by express terms. Failure to exercise such option as to any such default, shall not constitute a waiver of the right to exercise the same in the event of any subsequent default. It is agreed that time of payment and performance is of the essence hereof.

THE MORTGAGOR FURTHER AGREES that all expenses paid or incurred on behalf of the Mortgagee in connection with the foreclosure hereof, including reasonable attorney's fees, court costs, and the cost of procuring or completing the abstract of title, or guaranty policy, showing the whole title to said premises, including foreclosure decree, shall be paid by the Mortgagor. All such expenses shall be an additional lien upon said premises, and no such foreclosure proceeding, whether decree or sale, shall have been entered or not, shall be dismissed nor a release hereof given, until all such expenses have been paid. The Mortgagor waives all right to the possession of and income from said premises pending such foreclosure proceeding, and agrees that upon the filing of any bill to foreclose this mortgage, any court having jurisdiction may at any time, either before or after sale, and without notice to the Mortgagor or any party claiming under said Mortgage, and without regard to the then value of said premises, appoint a receiver with power to collect the rents, issues and profits arising out of said premises, during the pendency of such foreclosure suit, and until the time to redeem from any sale that may be had under any decree foreclosing this Mortgage shall expire, and such rents, issues and profits, when collected, may be applied before as well as after the foreclosure sale, towards the payment of the indebtedness hereby secured, the costs, taxes, special assessments, insurance and other items necessary for the protection and preservation of the Mortgagor's lien on said premises, the expenses of such receivership, and upon any deficiency decree, whether there be a decree therefor in personam or not.

It is agreed that the masculine gender, as used herein, shall include the feminine, and the singular number, as used herein, shall include the plural, and that all rights and obligations under this Mortgage shall extend to and be binding on the heirs, executors, administrators, successors and assigns of the Mortgagor and the Mortgagee respectively.

IN WITNESS WHEREOF we have hereunto set our hands and seals this 12th day of November, 1957

Dean H. Broyles (SEAL)
Dean H. Broyles (SEAL)

Helen J. Broyles (SEAL)
Helen J. Broyles (SEAL)

3687-185

UNOFFICIAL COPY

36 MORTGAGE 36
87485 7485 1485 1485

THE ELGIN STATE BANK
FIVE HUNDRED DUNDEE AVENUE
ELGIN, ILLINOIS 60120
888.7950

Ad. Press
Dobson Court 13
Dundee
Elgin, Illinois 60120
20

THE ELGIN STATE BANK
FIVE HUNDRED DUNDEE AVENUE
ELGIN, ILLINOIS 60120
888.7950

Property of Cook County Clerk's Office

STATE OF ILLINOIS)
COUNTY OF KANE) SS:
I, the undersigned, a Notary Public in and for said County and State, DO HEREBY CERTIFY that
Jean H. and Helen J. Broyles, hts wife in joint tenancy,
personally known to me to be the same person, whose name is are subscribed to the foregoing instrument, appeared before me this day in person
and acknowledged that they signed, sealed and delivered the said instrument as their free and voluntary act for the uses and purposes therein
set forth including the release and waiver of the right of homestead.
I, the undersigned, a Notary Public in and for said County and State, DO HEREBY CERTIFY that
I have under my hand and Notarial Seal this _____ day of _____, A. D. 19____
I have under my hand and Notarial Seal this _____ day of _____, A. D. 19____
Notary Public
Filed for record in Recorder's Office of Kane County, Illinois
at _____ of Cook _____ M
Recorder of Deeds