

UNOFFICIAL COPY

OR RECORDER'S OFFICE BOX NO. 3705031

Form with fields for NAME AND ADDRESS, CITY, STATE, ZIP CODE, and Notary Public information. Includes a signature and date.

Form with fields for SIGNATURE(S), TYPE NAME(S), PRINT OR SEAL, and PRESS HERE.

Witness the hand... of Mortgages the day and year first above written. This mortgage consists of two pages...

TO HAVE AND TO HOLD the premises unto the Mortgagee, and the Mortgagee's successors and assigns forever... TOGETHER with all improvements, tenements, easements, fixtures, and appurtenances...

NOW, THEREFORE, the Mortgages to secure the payment of the said principal sum of money, and said interest in accordance with the terms, provisions and limitations of this mortgage...

THIS INDENTURE, made... between BRENDA ZATKO, divorced and not remarried... and GEORGE J. ZATKO...

Form with fields for MORTGAGE (ILLINOIS) FOR USE WITH NOTE FORM NO. 1447, APRIL, 1980, FORM NO. 103, and LEGAL FORMS GEORGE E. COLE.

3705031 (mirrored stamp)

NOTE IDENTIFIED

Handwritten signature

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1. Mortgagee shall keep all buildings and improvements now or 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 monies sufficient either to pay the cost of replacing or repairing the same or to pay in full the indebtedness secured hereby, all in compliance with the standard mortgage clause to be attached to each policy, and shall deliver all policies, including additional and renewal policies, to the Mortgagee, and in case of insurance renewal policies shall deliver such policies not less than ten days prior to the respective dates of expiration.

2. In case of default hereunder, Mortgagee may, but need not, make any payment or perform any act hereinafter required of Mortgagee 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 claim hereon, or redemption from any tax sale or foreclosure affecting said premises or correct any tax or assessment. All money paid for any of the purposes hereon, or redemption from and all expenses paid or incurred in connection therewith, including attorney's fees, and any other monies advanced by Mortgagee to protect the mortgaged premises and the lien hereon, shall be so much additional indebtedness secured hereby and shall become immediately due and payable without notice and with interest hereon at the highest rate now permitted by Illinois law. Inaction of Mortgagee shall never be construed as a waiver of any right accruing to the Mortgagee on account of any default hereunder on the part of the Mortgagee.

3. The Mortgagee making any payment hereon authorized relating to taxes or assessments, may do so according to any bill, statement or estimate procured from the appropriate public officer, 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 thereon.

4. Mortgagee shall pay each item of indebtedness herein mentioned, both principal and interest, when due according to the terms hereof. At the option of the Mortgagee and without notice to the Mortgagee, all unpaid indebtedness secured by this 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 installment 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 Mortgagee herein contained.

5. 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, it shall be allowed and included as additional indebtedness in the decree for sale all expenditures and expenses which may be paid or incurred by or on behalf of Mortgagee for attorneys' fees, appraisers' fees, outlays for documentary and expert evidence, stenographers' charges, publication costs and costs, which may be estimated as to items to be expended after entry of the decree, or procuring all such services, title searches, and examinations, the insurance policies, Torrens certificates, and similar data and assurances with respect to the said mortgage may be reasonably necessary either to prosecute such suit or to evidence to bidders at any sale which may be and 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, with interest thereon at the highest rate now permitted by Illinois law, when paid or incurred by Mortgagee in connection with (a) any proceeding, including probate and bankruptcy proceedings, in which the Mortgagee shall be a party, either as plaintiff, claimant or defendant, by reason of the mortgage or any indebtedness hereby secured; or (b) preparations for the commencement of any suit for the foreclosure hereon after accrual of such right to foreclose whether or not actually commenced; or (c) preparations for the defense of any actual or threatened suit or foreclosure which might affect the premises or the security hereof.

6. 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 foreclosure proceedings, including all such items as are mentioned in the preceding paragraph hereof; second, all other items which under the terms hereof constitute secured 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 surplus to Mortgagee, their heirs, legal representatives or assigns, as their rights may appear.

7. Upon or at any time after the filing of a complaint to foreclose this mortgage the court in which such complaint 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 solvency or insolvency of Mortgagee at the time of application for such receiver and without regard to the lien 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 the same shall be collected the fees, 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 Mortgagee, 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 of 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.

8. No action for the enforcement 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 hereby secured.

9. The Mortgagee shall have the right to inspect the premises at all reasonable times and access thereto shall be permitted for that purpose.

10. The Mortgagee shall periodically deposit with the Mortgagee such sums as the Mortgagee may reasonably require for payment of taxes and assessments on the premises. No such deposit shall bear any interest.

11. If the payment of said indebtedness or any part thereof be extended or varied or if any part of the security be released, all persons now or at any time hereafter liable therefor, or interested in said premises, shall be held to answer to such extension, variation or release, and their liability and all provisions hereof shall continue in full force, the right of recourse against all such persons being expressly reserved by the Mortgagee, notwithstanding such extension, variation or release.

12. Mortgagee shall release this mortgage and lien hereof by proper instrument upon payment and discharge of all indebtedness secured hereby and payment of a reasonable fee to Mortgagee for the execution of such release.

13. This mortgage and all provisions hereof, shall extend to and be binding upon Mortgagee, and all persons claiming under or through Mortgagee, and the word "Mortgagee" when used herein shall include the successors and assigns of the Mortgagee named herein and the holder of the note secured hereby, when used herein shall include the successors and assigns of the Mortgagee named herein and the holder of the note secured hereby.

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