UNOFARINGE HOME OF 3773842

Homewood, Illinois 60430

## JUNIOR MORTGAGE

This is a Mortgage made this GTR day of FEBRUARY 19 89

NOTICE J. JOSEPH AND LOIS J. JOSEPH (MARRIED TO EACH OTHER)

AS JOINT TRNANTS MITH RIGHT OF SURVIVORSHIP

Mortgagor") and BANK OF HOMEWOOD, an Illinois banking corporation, its successors and sessons ("Mortgagee").

## RECITALS

\$5,000,00 } as evidenced by a note bearing the same date as this Mortgage made by Mortgagor (the "Note") and payable rescondance with the terms and conditions stated therein, with the balance of the indebtedness. All future advances and readvances of sedit made pursuant to this mortgage shall have the same priority as the original mortgage.

THEREFORE. Mongagor, in consideration of the indebtedness, and to secure its payment and of all other surns required by the ferms of the Note or of this mongage to be paid by Mongagor, and to secure the performance of the terms, coverants and conditions contained this Mongage or in the Note and to secure the prompt payment of any sums due under any renewal, extension or modification of the Note play any substitute note, which renewal, extension, modification, or substitution shall not impair in any manner the validity or priority of this bridge) does hereby green, convey, warrant, sell, montgago and assign to Montgagoo, its successors and assigns all of the real exists legally becomes

LOT 1 IN BLOCK 12 IN SECOND ADDITION TO FLOSSMOOR HILLS, BEING A SUBDIVISION OF PAPE OF THE WEST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 2. TOWNSHIP 35 NORTH, PANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF PEGISTERED IN THE OFFICE OF THE REGISTRAN OF TITLES OF COOK COUNTY ON 12/1/61, AS DOCUMENT #LR 2010480 IN COOK COUNTY, ILLINOIS.

PERM. TAX #31-02-412-001

COMMONLY KNOWN AS: 3508 OAK, FLOSSMOOR, ILLINOIS 60422

"THE MAXIMUM INTEREST RATE WILL NOT EXCEED 25%"

situated in \_\_\_\_\_\_County, illinois (which together with the following described property is sometimes herein referred to as the "premises"):

A. All right title and interest of Mortgagor, including an after-acquired title  $\psi$  reversion, in and to the beds of the ways, atreets, evenues, and the alleys adjoining the premises:

B. All tenuments, hereditaments, easements, appurtenances, and privileger in any way now or later appartaining to the premises.

C. All buildings and improvements of every kind now or later erected or placed on the premises and all materials intended for construction, reconstruction, alteration or repairs of the improvements. All materials shall be defined to be a part of the premises. The premises shall include all machinery, equipment and flatures owned by the Mortgagor used or insoful in the operation of the real estate, and all renewals or replacements and substitutions of those items, whether or not the same and or shall be attached to the buildings in any manner, all the property owned by Mortgagor and placed on the premises or used in conflection with the operation or maintenance of the premises shall, so far as permitted by law, be deemed to form a part of the real estate, and covered by this mortgage. As to any property which does not form a part of the real estate or does not constitute a "fixture" (as such term is defined in the Uniform Commercial Code), this mortgage is hereby, deemed to be a security agreement under this Uniform. Commercial Code for the purpose of creating a security interest in such property, which Mortgagor grams to the Mortgagee as Secured Party (as such term is defined in the Uniform Commercial Code).

To have and to hold the premises by the Mortgages, its successors and assigns, forever, for the purporas and uses stated, free from all rights and benefits under the Homestead Exemption Laws of the State of Illinois, which rights and benefits Mortgagor does expressly release and waive.

## COVENANTS

## 1. Mortgagor covenants and agrees:

- a. To pay, when due, all sums secured by this Mortgage.
- b. To keep the premises in good c. adition and repair and not to commit or permit waste on the premises.
- c. To keep the building now and hereafter on the mortgaged premises and all insurable parts of the real estate insured under a replacement cost form of insurance policy, against loss or damage by fire or other hazards as the Mortgages may from time to this require in forms, and companies and in sums satisfactory to Mortgages. All insurance policies shall be held by sed to paycole to Mortgages as its interest may appear. At least lifteen (15) days before the expiration of each policy. Mortgagor shall delive to Mortgages a policy replacing the one expiring.
- d. Except to the extent money shall have been deposited and shall be available for payment at taxes under the provisions of the next paragraph or under a prior mortgable, to pay, not less than ten (10) days before the same shall become delinquent or a penalty attaches trigrate for non-payment, all faxes, assessments and charges of every nature which may be levied, assessed, charged or imposed on the premises, or any part thereof and to pay when due any indebtedness which may be secured by a lien or charge on the premises, and, upon request by Mortgagee, to exhibit to Mortgagee satisfactory evidence of the payment and discharge of such lien or claim.

Upon request from Moriginges Medigagor will pay to Mortgagee, on each date on which payment is due under the Note, such smooth as Mortgagee that from time to time estimate will be required to pay (before the same become past due) all taxes, assessments and other governmental liens or charges against the property hereby mortgaged. Medigagor shall produce and deliver to Mortgagee, in advance, statements for such charges in the event of any default under the terms of this Mortgage, any part or all of the amounts paid by Mortgagee may be applied to the indebtedness secured by this Mortgage and in refunding any part of such amounts, Mortgagee may deal with whomever is represented to be the owner of the premises at the time.

- e. To comply promptly with all ordinances, regulations, laws, conditions and restrictions which affect the mortgaged property, or its use, and not to permit the premises to be used for any unlawful purpose(s).
- f. To execute and deliver upon demand of Mortgages any and all instruments Mortgages may deem appropriate to perfect, evidence, protect or facilitate the enforcement of the lien of this Mortgage.

its due or to bucon e pue and all deposits of money as advanced Mortgagor hereby assigns at dit rent, or for security, under all oregant and future leases or agreements for use or occupancy of the mortgaged premises, including those made by Mortgagee under sowers hereis granted, hereby absolutely transferring and assigning all such leases and agreements and all avails of those leases and agreements to Mortgagee 3 Moltgagor assigns and transfers to Mortgages, up to the amount of the indebtedness secured hereby, all awards of damages in connec-3 Moligagor assigna and transfers to mongagere, up to the embate of the industrial and account to the public use or quasi-public use, and the tion with any taking of or injury of the premises under power of eminent domain or acquisition for public use or quasi-public use, and the tion with any taking of or injury of the premises under power of eminent domain or acquisition for public use or quasi-public use. proceeds of all awards after the payment of all expenses, including Moltgagee's attorneys' fees, shall be paid to Florigagee. Mortgage hereby authroized, on behalf and in the name of Mortgagor, to execute and deliver valid acquittances and to appeal from any such aw 4. All monies received by Montgages (8) under any policy of maurance, (b) from awalds or damages in connection with any taking or injury to the mortgaged property for public use, or (c) from tents and income, may at Mortgage's option without notice, be used (i) towards the payment of the indebtedness secured by this Mortgage or any portion of the indebtedness whether or not yet due and payable, (ii) towards reimbursement of all costs, attorneys' less and expenses of Mortgages in collecting the proceeds of the insurance policies or the average. Any monies received by Mortgages not used will be paid over to Mortgagor 🐔 In the event of a default by Mortgagor in the performance of any agreement of Mortgagor under this Mortgage or under any oth instrument given as security in connection with this transaction or in any payment provided for in this Mortgage or in the Note, of if (a) there is a default in any prior mortgage affecting the premises for a period of thirty (30) days, (b) there is an advance to Mortgagor under the test of any prior open-end mortgage without the written consent of Mortgages, (c) Mortgagor shall become bankrupt or insolvent, or the a petitic in bankruptcy or a voluntary petition to reorganize or to effect a plan or other arrangement with creditors or make an assignment for the bent or creditors or have a receiver appointed, (d) the mortgaged premises or any part thereof is attached, lavied upon or seized, (e) any of the representations, warranties or statements of Mortgagor are incorrect or (f) Mortgagor abandons the mortgaged property, or sells or attempts to sell all or any part of or any interest in the premises, then and in any of such events, at Mortgagee's option, the whole emount security shall become immediately due and payable without notice or demand and this mortgage shall be foreglosed accordingly. If Mongagor should abandon the mortgaged property Mortgages may take immediate possession of the property with or without forestraine. 6 if any of Mortge year's covenants or agreements contained in this Mortgage are not performed, Mortgages may, but need not, make any payment or perform any act required of Mortgager, in any form and manner desmed expedient and may, but need not, make full or partition. payments of principal or interact on prior encumbrance, if any, and purchase, discharge, compromise or settle any tax lien or any other lies encumbrance, suit, title or claim or redeem from any tax sale or forfest are affecting the premises or contest any tax assessment. All months paid for any of the purposee aut tot and and all expenses paid or incurred in connection with those purposes, including reasonable attorney to the said any other monies additional by Mortgages to protect the premises or the list of this Mortgage shall be additional indebtedrates secured hereby and shall become in, indicately due and payable without notice and with interest due on those payable as provided in the Note secured hereby. 7. In the event of foreglosure of this kiorigage. Mortgagor shall pay all costs and attorneys' tess which may be in urred by Mortgagos of in connection with any proceeding to which Mortgagos is a party by reason of this Mortgago. Mortgagor will pay Mortgagos, in addition so other costs, a reasonable lee for title evider co-prior to and after the filling of foreclosure and the preparation of such foreclosure, together with all other and further expenses of fureclosure and payments made to prever or immove the imposition ignificant or claims against the premises and expenses of upkeep and repair made in order to place the same in a condition to be a 8. Every maker or other person tiable on the N ite shall remain primarily bound ijointly and severally, if more than one) antil the Note builty paid, notwithstanding any sale or transfer of the more than company. This instrument shall mute to the benefit of and birth the mapper. the heirs successors and essigns of the parties. When two used, the singular number shall include the plural, and the plural the singular and the plural and the plural the singular and the use of any gender shall be applicable to all genders. The word Mortgagor shall include all persons claims, ander or through Mortgagor and all persons liable for the payment of the indebtack as or any part thereof, whether or not such person shall have executed the Note of this Mortgage 9. No remedy or right of Mortgagee shall be exclusive, but shall be in addition to every other right or remedy conferred or now or here. existing by law. Each and every right, power and remiedy may be a erclass or enforced concurrently. No delay in any exercise of any Martgagoe's nights shall preclude the subsequent exercise of that right and no waiver by Mortgages of any default of Mortgagor shall operate a. Time is of the assence in this Mottarge. t0. Any notice required by this microgage or by law shall be sufficiently given is sent by certified mail, postage prepaid, to the addresses of the respective parties set torth above. Notices shall be deemed received on the third business day following the date of malling. 11 If Mortgagor transfers, conveys, or assigns or attempts to transfer, convey or assign title to all or any portion of the beneficial interest on any trust which may hold tribe to the premises (including a collateral assignment mersof) whether by operation of law, voluntarily, or otherwise, or if Mortgagor contracts it: do any of those things, Mo:tgagee, at its option, may accelerate the maturity of the Note or using the full principal balance, accrued interest and prepayment premium, if any, to be immediately one and payable without notice to Murtgagor Any walver by thoragagee of the provisions of this paragraph shall not be deemed to be a wair or of the right of Mortgagee to insist upon strict compliance with the provisions of the paragraph in the future. 12. The terms of the Note of the same date as this Mortgage, with interest, and all renewris. Altersions and modifical incorporated by reference into this Morigage. Mortgagor has executed this mortgage the day and year first above written STATE OF ILLINOIS I, JAMET BIKLINGER COUNTY OF COOK CGJK The updergrand a Notery Public in and touthe County of and the State of Illinois, do hereby certify that the updergrand a Lotte of Lotte (are) personally known to me to be the same person(s) whose name(s) is (are) subscribed to the foregoing instrument, and that they (he) (she) appeared bufore me this day in person and acknowledged that they (he) (she) signed to the foregoing instrument, and man may the property of sealed and delivered the said instrument as mair (his) then fine and versions and the said instrument as mair (his) then the and versions are said instrument as mair (his) then the said instrument as mair (his) the said instrument as mair (his) then the said instrument as mair (his) the said instrument as mair (his) then the said instrument as mair (his) the said instrument as mair (his) then the said instrument as mair (his) then the said instrument as mair (his) then the said instrument as mair (his) Se and purposes es stated in the Mort untary act, for the us e inchiding the prieses and never of the right of hervecteed. seat this. 538 day of Buckeloth 3842 M N. BIELFRIA This Document prepared by OFFICIAL BEAL Please Return los OF NO JAMET BIELFELDE ILL. Address of Property.