

NOTE IDENTIFIED

THE UNDERSIGNED HARRY E. CZUBAK and CHRISTINE E. CZUBAK, his wife, County of Cook, hereinafter referred to as the Mortgagor, does hereby mortgage and warrant to

FIRST STATE BANK OF CALUMET CITY, CALUMET CITY, ILLINOIS

a corporation organized and existing under the laws of the State of Illinois hereinafter referred to as the Mortgagee, the following real estate in the county of Cook in the State of Illinois to-wit:

Lot 8 in the First Addition to Ridgebrook, being a Subdivision of part of the Northwest Quarter (1/4) of the Southwest Quarter (1/4) of Section 5, Township 35 North, Range 15 East of the Third Principal Meridian, all in Cook County, Illinois.

C.P.T.N.: 33-05-300-008, 33-05-300-009, 33-05-300-010

Handwritten: 71-99-461-11

Vertical text on left margin: Description affects book 178 created by doc. 37382/11 from CTF # 478167 13M159

Together with all building, improvements, fixtures or appurtenances now or hereafter erected thereon or placed therein, 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 other services, 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, in-door beds, awnings, stoves and water heaters (all of which are intended to be and are hereby 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, whether now due or hereafter to become due as provided herein. The Mortgagee is hereby subrogated to the rights of all mortgagees, lienholders and owners paid off by the proceeds of the loan hereby secured.

TO HAVE AND TO HOLD the said property, with said buildings, improvements, fixtures, appurtenances, apparatus and equipment, and with all the rights and privileges thereunto belonging, unto said Mortgagee forever, for the uses herein set forth, free from all rights and benefits under the Homestead, exemption and valuation laws of any State, which said rights and benefits said Mortgagor does hereby release and waive.

TO SECURE

(1) the payment of a Note executed by the Mortgagor to the order of the Mortgagee bearing even date herewith in the principal sum of SEVENTY THOUSAND and NO/100 Dollars (\$ 70,000.00) which Note, together with interest thereon as therein provided, is payable in monthly installments of SIX HUNDRED SIXTY-SIX and 73/100 Dollars (\$ 666.73), commencing on the 15th day of May, 1989 and on the 15th day of each month thereafter until his debt is fully paid, which payments are to be applied, first, to interest, and the balance to principal until said indebtedness is paid in full, except that the final payment of interest and principal, if not sooner paid, shall be due on the 15th day of April, 2013.

(2) The performance of all of the covenants and obligations of the Mortgagor to the Mortgagee, as contained herein and in said Note.

THE AGREEMENTS, CONDITIONS, PROVISIONS AND COVENANTS OF THIS MORTGAGE ARE:

- (1) Mortgagor agrees to pay each item of indebtedness secured hereby, when due, according to the terms of the Note involved and according to the terms hereof.
(2) Mortgagor agrees, (a) to keep the premises in good repair and make all necessary replacements; (b) to restore or rebuild promptly any building or improvement now or hereafter on the premises which may become damaged or destroyed; (c) to comply with all laws and municipal ordinances with respect to the premises and their use; (d) to keep the premises free from liens of mechanics and materialmen, and from all other liens, charges, or encumbrances prior to or on a parity with the lien of this Mortgagee; (e) to permit the Mortgagee access to the premises at all reasonable times for purposes of inspection; (f) not to do, nor permit to be done upon the premises, anything that might impair the value thereof, or the security conveyed hereby.

Mortgagor further agrees that no substantial repairs or remodeling of the premises shall be made unless the written consent of the Mortgagee shall first have been obtained and Mortgagor shall have deposited with Mortgagee a sum of money sufficient in the judgment of Mortgagee or the holder(s) of the Note to pay in full the cost of such repairs or remodeling. Mortgagee is hereby authorized to apply the money so deposited either during the progress of such repairs or remodeling, or upon completion thereof, in payment of the cost thereof.

(3) Mortgagor agrees to pay promptly, and before any penalty attaches, all water rates, sewer charges, general and special taxes and assessments of any kind which may be levied, assessed, charged, or imposed upon the premises and to deliver to Mortgagee, upon request, satisfactory evidence of such payment. Mortgagor, to prevent default hereunder, will pay in full, under protest in the manner provided by law, any tax or assessment which Mortgagor may desire to contest.

(4) Mortgagor agrees to maintain in force at all times, fire and extended coverage insurance on the premises in a minimum amount at least equal to the outstanding indebtedness herein secured, and also agrees to carry such other hazard insurance as Mortgagee may require from time to time. Said insurance shall be carried in such companies as shall be satisfactory to Mortgagee and the policies evidencing the same with mortgage clauses (satisfactory to Mortgagee) attached, shall be deposited with Mortgagee. An appropriate renewal policy shall be delivered to Mortgagee not later than ten days prior to the expiration of any current policy.

(5) In addition to the monthly installments of principal and interest payable under the terms of the Note, and to provide for the payment of real estate taxes and assessments required to be paid hereunder by Mortgagor, Mortgagor shall deposit with Mortgagee on each payment date, as set forth in the Note, an amount equal to one-twelfth of the annual real estate taxes and assessments as estimated by Mortgagee. In the event such deposit shall not be sufficient to pay such taxes and assessments when due, Mortgagor agrees to deposit, on demand, such additional amounts as may be required for that purpose. Notwithstanding this paragraph, it is understood that actual payment of said real estate taxes and assessments is the primary obligation of Mortgagor.

(6) Upon default by the Mortgagor of any agreement herein, Mortgagee may, but need not, make any payment or perform any act herein required of Mortgagor in any form and manner deemed expedient and may, but need not, make full or partial payments of principal or interest on prior and coordinate encumbrances, if any, and purchase, discharge, compromise, or settle any lien, encumbrance, suit, title or claim thereof, or redeem from any tax sale or forfeiture affecting the premises, or contest any tax or assessment. Any payments made or advanced for any of the purposes herein authorized, and all expenses paid or incurred in connection therewith, including reasonable compensation of Mortgagee attorneys' fees, and any other payments made by Mortgagee to protect the premises or the lien hereof, including all costs and expenses in connection with (i) any proceeding, including probate and bankruptcy proceedings to which Mortgagee shall be a party, either as plaintiff, claimant, or defendant, by reason of the Mortgage, or any indebtedness secured hereby, or (ii) preparations for the commencement of any suit, or the foreclosure hereof, after accrual of such right to foreclose, whether or not such suit is actually commenced, shall be so much additional indebtedness secured hereby and shall become immediately due and payable, without notice, and with interest thereon at eight percent per annum or the original contract rate, whichever is greater. In making any payment therein authorized, Mortgagee shall be sole judge of the legality and validity thereof, and of the amount necessary to be paid in satisfaction thereof.

(7) With respect to any deposit of funds made by the Mortgagor with Mortgagee hereunder, it is agreed as follows:

- (a) Mortgagor shall not be entitled to any interest on any of such deposits,
(b) Such deposits shall be held and used exclusively, as herein provided, and shall be irrevocably appropriated by Mortgagee for such purposes and shall not be subject to the direction or control of the Mortgagor.
(c) If a default occurs in any of the terms hereof, or of the Note, Mortgagee may, at its option, and shall, upon written direction by the holder(s) of the Note, notwithstanding the purpose for which said deposits were made, apply the same in reduction of said indebtedness or any other charges then accrued, or to accrue, secured by this Mortgage.

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MORTGAGE

HARRY E. CZUBAK and

CHRISTINE H. CZUBAK, his wife,

FIRST STATE BANK OF CALUMET CITY

MAIL TO: DARRYL R. LEM  
ATTORNEY AT LAW  
850 Burnham Ave.  
Calumet City, IL 60409

19120 Roy Street  
Lansing, IL 60438

For Recorder's Under Purpose  
Street Address of Property

OFFICIAL SEAL  
ROBERT COLLINS JR.  
NOTARY PUBLIC  
STATE OF ILLINOIS  
MY COMMISSION EXPIRES 8/11/92

This Instrument Was Prepared By  
Darryl R. Lem, Attorney  
850 Burnham Ave.  
P.O. Box 1245  
Calumet City, IL 60409

GIVEN under my hand and Notarial Seal, this

day of

20 4

Nov 30 1989

A.D. 1989

CHICAGO COUNTY CLERK  
71-99-446

(SEAL)  
HARRY E. CZUBAK

(SEAL)  
CHRISTINE H. CZUBAK

(SEAL)  
HARRY E. CZUBAK

(SEAL)  
CHRISTINE H. CZUBAK

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CHRISTINE H. CZUBAK

(SEAL)  
HARRY E. CZUBAK

(SEAL)  
CHRISTINE H. CZUBAK

IN WITNESS WHEREOF, we have hereunto set our hands and seals  
HARRY E. CZUBAK  
CHRISTINE H. CZUBAK  
COUNTY OF COOK  
STATE OF ILLINOIS  
3795785  
I, Robert G. Collins Jr  
Notary Public, do hereby certify that HARRY E. CZUBAK  
and CHRISTINE H. CZUBAK are the persons  
to be the same persons  
as of the date hereof, and acknowledged that  
free and voluntary act for  
rights of any nonresident, exemption and violation laws

(8) If default shall occur in the payment of any monthly installment of principal and interest as provided in the Note: or in the payment of any other  
and shall continue for a period of three days; then the following provisions shall apply:  
(a) Mortgagee may immediately foreclose the lien of this Mortgage, and without notice to Mortgagee, and without requiring a bond, and without regard to the  
premises, or the occupancy thereof as a homestead, appoint a receiver for the benefit of Mortgagee, with power to collect the rents, issues  
and profits of the premises, due and to become due, during such foreclosure suit and the full statutory period of redemption notwithstanding  
any redemption. The receiver, out of such rents, issues and profits when collected, may pay costs incurred in the management and operation  
of the premises, prior and co-ordinate liens, if any, and taxes, assessments, water and other utilities and insurance, then due or hereafter  
accruing, and may make and pay for any necessary repairs to the premises, and may pay all or any part of the indebtedness secured hereby  
in any foreclosure of this Mortgage, there shall be allowed and included in the decree for sale, to be paid out of the rents, or the proceeds of  
or any deficiency decree.  
(9)