

UNOFFICIAL COPY

3825338

REAL ESTATE MORTGAGE

72-16-861-H

THIS INDENTURE, made this 5th day of September, 1989,
between THE CALUMET NATIONAL BANK OF HAMMOND, Hammond, Indiana, as mortgagee, a national bank-
ing association with principal offices situated in Hammond, Indiana and

Joel A. Cahan and Gayla Bernstein Cahan, his Wife, as Joint Tenants,
as mortgagor(s) of Flossmoor, Illinois, WITNESSETH:

THAT WHEREAS, in order to evidence their just indebtedness to the mortgagee in the principal sum of
SIXTY THOUSAND AND 00/100 ----- dollars (\$ 60,000.00) for money loaned by the mort-
gagee, the mortgagor(s) executed and delivered their certain ~~installment~~ note, identified as Loan
Number _____, bearing date of the 5th day of September
19 89, payable in ~~installments~~ as thereby provided to the order of the mortgagee in Hammond, Indiana, with in-
terest ~~payable monthly~~ payable monthly
~~on each month~~ ~~principal~~ ~~remaining~~ ~~from~~ ~~time~~ ~~to~~ ~~time~~, until maturity at the rate of
*Variable @ (CNB) Prime Rate per cent. (*Var @ CNB Prime Rate) per annum, payable on the time or times of
said installment of principal, and with interest after maturity at the highest rate for which it is now lawful to contract,
all with reasonable attorney's fees, said indebtedness being payable as follows:

SINGLE PAYMENT OF PRINCIPAL DUE ON DECEMBER 4, 1989
With interest payable monthly.

(THE NOTE SECURED BY THIS MORTGAGE IS SUBJECT
TO RENEWAL AND/OR EXTENSION AS PER PARAGRAPH 9
OF THIS DOCUMENT)
and with the privilege of making extra payments at any time.

NOW, THEREFORE, the mortgagor(s) in consideration of the money concurrently loaned as aforesaid, and
in order to secure the prompt payment of said principal note and interest, and to better insure the punctual and faith-
ful performance of all and singular the covenants and agreements herein undertaken to be performed by the mort-
gagors, do hereby MORTGAGE and WARRANT unto the mortgagee, its successors and assigns, all and singular the
following described real estate situate, lying and being in the County of Cook and State of Illinois, free from all
rights and benefits under and by virtue of Homestead Exemption Laws of the State of Illinois, which said rights and
benefits the mortgagors expressly waive, to-wit:

LOT 20 IN BLOCK 2 IN HEATHER HILL FIRST ADDITION, BEING RAYMOND L.
LUTGERT'S SUBDIVISION OF PART OF SECTION 12, TOWNSHIP 35 NORTH, RANGE
13 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO PLAT THEREOF
REGISTERED IN THE OFFICE OF THE REGISTRAR OF TITLES OF COOK COUNTY,
ILLINOIS ON MARCH 16, 1964 AS DOCUMENT LR 2140267, IN COOK COUNTY,
ILLINOIS.

31-12-119-037-0000

more commonly known as: 3033 Scott Crescent
Flossmoor, Illinois 60411.

*Variable with CNB Prime Rate to change from time to time
as CNB Prime Rate changes as shown above.

together with all and singular the tenements, hereditaments, privileges and appurtenances thereunto belonging or in any wise appertaining, and the rents, issues and profits thereof, and all buildings and improvements thereon, or that may hereafter be placed thereon; also all the fixtures of every kind and nature necessary or proper for the use and maintenance of said real estate and premises that are now or may hereafter be placed thereon; and, also all the right, title, interest and estate of the mortgagors in and to said real estate and premises, hereby releasing and waiving all right to retain possession of the same after any default in payment of the indebtedness hereby secured, or any part thereof, or breach of any of the covenants or agreements herein contained.

MOREOVER, the mortgagor(s) expressly covenant and agree with the mortgagee as follows, to-wit:

1. That the mortgagor(s) will pay all the said note and indebtedness herein mentioned according to the tenor and effect of said note, and will pay all sums of money hereby secured or intended to be secured, all with reasonable attorneys' fees.

2. That the mortgagor(s) will keep the buildings, fences, fixtures, improvements and betterments now on said premises, or that may hereafter be erected thereon, in as good condition as at the present time, and will neither commit nor permit waste on said premises, and will neither do nor permit to be done upon said premises anything that may tend to diminish the value thereof.

3. That the mortgagor(s) will pay, before the same become delinquent, all taxes, assessments and special assessments of every kind that may be levied upon said premises or any part thereof.

4. That the mortgagor(s) will keep all buildings that may be at any time on said premises during the continuance of said indebtedness insured against fire and windstorm, in such company or companies as may be satisfactory to the mortgagee, and for such amount as the mortgagee may from time to time direct, free from co-insurance provisions in the policies of insurance (the loss or damage to be made payable to the mortgagee as its interest may appear), and forthwith upon issuance thereof will deposit such policies with the mortgagee.

5. That in case the mortgagor(s) fail to pay any tax, assessment or special assessments, or fail to keep the buildings, fences and fixtures on said premises in good repair and insured as above provided, the mortgagee may pay such taxes, assessments or special assessments, or may redeem said premises from sale for taxes, assessments or special assessments, make repairs or procure insurance, and may pay, remove or discharge any claim, lien or encumbrance, or may purchase any tax title or claim against said premises, and protect the title and possession thereof, in order to preserve the priority of the lien of this mortgage thereon, and may employ attorneys at law to perform any service connected with the mortgage, or to prosecute or defend any suit affecting or involving this mortgage or the title or possession of said premises, and that all moneys paid for any such purpose and all moneys laid out by the mortgagee to protect the lien of this mortgage and the security intended to be effected hereby, shall be immediately due and payable with interest thereon at the highest rate for which it is now lawful to contract, and become so much additional indebtedness, secured by this mortgage, and provided, however, that it shall not be obligatory upon the mortgagee to advance funds for any of the purposes aforesaid, or to inquire into the validity of such taxes, assessments or special assessments, or tax sale (the receipts of the proper officers being conclusive evidence of the validity and amount thereof) or into the necessity of such repairs.

6. That if default be made in the performance of any of the covenants or agreements herein or in said note contained, on the part of the mortgagor(s) to be kept and performed, then the whole of said indebtedness secured hereby, including all payments for liens, taxes, assessments, special assessments, insurance, attorneys' fees, costs, charges or expenses, shall at the election of the mortgagee, and without notice of such election, at once become and be due and payable at the place of payment aforesaid, anything in said note or herein to the contrary notwithstanding and thereupon the mortgagee shall have the right (either with or without process of law, using such force as may be necessary) to enter upon and possess, hold and enjoy said property, and to lease the same or any part thereof upon such terms as it shall seem best, and to collect and receive all the rents, issues and profits thereof, and to make alterations, improvements and repairs, effect insurance, pay taxes, assessments and special assessments, and do all such other things as may be deemed necessary for the proper protection of the property; and the mortgagee shall have the right to foreclose this mortgage and shall have all the other rights and remedies that the law provides.

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7. That upon commencement of any foreclosure, or at any time thereafter, and prior to the expiration of the time for redemption from any sale of said premises on foreclosure, any court of competent jurisdiction, upon application of the mortgagee, may appoint a receiver for said premises to take possession thereof, to collect the rents, issues and profits therefrom during the pendency of such foreclosure, and until the time to redeem the same from foreclosure sale shall have expired, and out of rents, issues and profits, to make necessary repairs and to keep the said premises in proper condition and repair, and to pay all taxes, assessments and special assessments, to redeem from sale for taxes, assessments and special assessments, to pay insurance premiums necessary to keep said premises insured in accordance with the provisions of this mortgage and to pay the expense of the receivership, and said receiver shall apply the net proceeds to the payment of the indebtedness secured hereby, and such receiver shall have all the other usual powers of receivers in such cases.

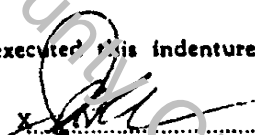
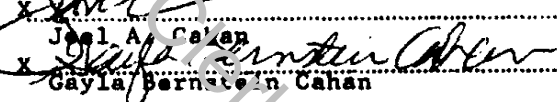
8. That in case suit be brought to foreclose this mortgage an adequate and reasonable sum shall be allowed to the mortgagee in such proceeding for attorneys' fees and the costs of a complete abstract of title to said premises, which several sums shall be so much additional indebtedness secured hereby, and shall be recoverable as such whether the suit proceeds to decree or not and shall be included in the decree entered in such foreclosure.

9. That the mortgagee, at its option, may extend the maturity of the note and indebtedness secured hereby, or any balance due thereon, from time to time, upon written agreement executed by the mortgagor(s), for such further periods, at such rate of interest, and upon such conditions as may then be agreed upon, and no such extension, and no forbearance or delay on the part of the mortgagee in enforcing any of the provisions of this indenture, shall operate to impair the lien thereof or waive any rights accrued or that might accrue hereunder.

10. That this mortgage shall in all respects be construed by the laws of the State of Illinois, and that the various rights, powers, options, elections, appointments and remedies herein contained shall be construed as cumulative, and no one of them as exclusive of any other or of any right or remedy allowed by law, and all shall inure to the benefit of the successors and assigns of the mortgagee.

11. That whenever the mortgagor(s) shall have fully paid the indebtedness hereby secured, with all the interest thereon, and up to that time, shall have well and truly performed all and singular the covenants and agreements herein undertaken to be performed, then all of such covenants and agreements shall cease and determine (but not otherwise), and the mortgagor(s) shall be entitled to a satisfaction of this mortgage, but shall pay the expense of recording the same.

IN WITNESS WHEREOF, the mortgagor(s) executed this indenture, at Hammond, Indiana, under seal, the day and year first above written.


X  (SEAL)
Joel A. Cahon
X  (SEAL)
Gayla Bernstein Cahon

STATE OF INDIANA }
COUNTY OF LAKE } SS:

I, _____, a Notary Public, in and for the County and State aforesaid, do hereby certify that Joel A. Cahon and Gayla Bernstein Cahon, his wife as Joint Tenants.

personally known to me to be the same person(s) whose name(s) 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 and deed for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

GIVEN UNDER MY HAND AND NOTARIAL SEAL, this 5th day of September 19 89 .


Bernadette M. Ziel Notary Public

My commission expires: April 7, 1990
County of Residence: Lake
This Instrument Prepared By: Robert B. Rossa, Vice President

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IN DUPLICATE

[Handwritten mark]

3825338

3825338

1989 SEP 15 PM 3 18
CAROL MOSELEY BRADY
REGISTRAR OF TITLES

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Subject	
Address	
From	3825338
Exhibit	
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Property of Cook County Clerk's Office

CHICAGO TITLE INS
G#

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