

UNOFFICIAL COPY

3931521

CAUTION: Consult a lawyer before using or acting under this form. Neither the publisher nor the seller of this form makes any warranty with respect thereto, including any warranty of merchantability or fitness for a particular purpose.

THIS INDENTURE made December 1 19 90, between
Chuck Pupkiewicz and Sharon Pupkiewicz,
his wife of

13640 Elm St., Orland Park, IL
(NO AND STREET) (CITY) (STATE)

herein referred to as "Mortgagors," and Harry C. Pupkiewicz
and Joan D. Pupkiewicz, his wife of

13640 Elm St., Orland Park, IL
(NO AND STREET) (CITY) (STATE)

herein referred to as "Mortgagee" witnesseth

Above Space For Recorder's Use Only

THAT WHEREAS the Mortgagors are justly indebted to the Mortgagee upon the installment note of even date herewith, in the principal sum of
Forty Thousand and One Hundred and no/100----- DOLLARS
(\$ 40,100.00) payable to the order of and delivered to the Mortgagee, in and by which note the Mortgagors promise to pay the said principal
sum and interest at the rate and on installments as provided in said note, with a final payment of the balance due on the 1st day of April
19 99, and all of said principal and interest are made payable at such place as the holders of the note may, from time to time, in writing appoint, and in absence
of such appointment, then at the office of the Mortgagee.

NOW, THEREFORE, the Mortgagors, 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, and the performance of the covenants and agreements herein contained, by the Mortgagors to be performed, and also in
consideration of the sum of One Dollar in hand paid, the receipt whereof is hereby acknowledged, do by these presents CONVEY AND WARRANT unto the
Mortgagee, and the Mortgagee's successors and assigns, the following described Real Estate and all of their estate, right, title and interest therein, situate, lying
and being in the Village of Orland Park, COUNTY OF COOK AND STATE OF ILLINOIS, to wit

LOT FIVE (5) IN BLOCK THREE (3) IN ORLAND HILLS BEING A SUBDIVISION
OF PART OF THE WEST HALF (1/2) OF THE WEST HALF (1/2) OF THE NORTHEAST
QUARTER (1/4) OF SECTION 3, TOWNSHIP 36 NORTH, RANGE 12, EAST OF THE
THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF REGISTERED AS
DOCUMENT NUMBER 1313375.

which, with the property hereinafter described, is referred to herein as the "premises."

Permanent Real Estate Index Number(s) 27-03-204-010-0000 - Volume 146

Address(es) of Real Estate 13640 Elm Street, Orland Park, IL 60462

TOGETHER WITH all improvements, tenements, easements, fixtures, and appurtenances thereto belonging, and all rents, issues and profits thereof for so
long and during all such times as Mortgagors may be entitled thereto (which are pledged primarily and on a parity with said real estate and not secondarily) and
all apparatus, equipment or articles now or hereafter thereon or thereon used to supply heat, gas, air conditioning, water, light, power, refrigeration (whether
single units or centrally controlled), and ventilation, including (without restricting the foregoing), screens, window shades, storm doors and windows, floor
coverings, mador bees, awnings, stoves and water heaters. All of the foregoing are declared to be a part of said real estate whether physically attached thereto
or not, and it is agreed that all similar apparatus, equipment or articles hereafter placed in the premises by Mortgagors or their successors or assigns shall be
considered as constituting part of the real estate.

TO HAVE AND TO HOLD the premises unto the Mortgagee, and the Mortgagee's successors and assigns, forever, for the purposes, and upon the uses
herein set forth, free from all rights and benefits under and by virtue of the Homestead Exemption Laws of the State of Illinois. Which said rights and benefits
the Mortgagors do hereby expressly release and waive.

The name of a record owner is Chuck Pupkiewicz and Sharon Pupkiewicz

This mortgage consists of two pages. The covenants, conditions and provisions appearing on page 2 (the reverse side of this mortgage) are incorporated
herein by reference and are a part hereof and shall be binding on Mortgagors, their heirs, successors and assigns.

Witness the hand and seal of Mortgagors the day and year first above written

Chuck Pupkiewicz (Seal)

Sharon Pupkiewicz (Seal)

PLEASE
PRINT OR
TYPE NAME(S)
BELOW
SIGNATURE(S)

Chuck Pupkiewicz (Seal)

Sharon Pupkiewicz (Seal)

State of Illinois, County of Cook

I, the undersigned, a Notary Public in and for said County

do hereby certify that the State aforesaid, DO HEREBY CERTIFY that Chuck Pupkiewicz and Sharon Pupkiewicz
IMPERSONALY known to me to be the same person? whose name is subscribed to the foregoing instrument,
before me this day in person, and acknowledged that they signed, sealed and delivered the said instrument as
free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the

Given under my hand and official seal, this 1st day of December 19 90
Commission expires 11/6/91

Mary E. Bellish
Notary Public

This instrument was prepared by Thomas F. Burke, Two N. LaSalle St., Chicago, IL 60602

Mail this instrument to Thomas F. Burke, Two N. LaSalle St., Chicago, IL 60602

OR RECORDER'S OFFICE BOX NO.

3931521

UNOFFICIAL COPY

THE COVENANTS, CONDITIONS AND PROVISIONS REFERRED TO ON PAGE 1 THE REVERSE SIDE OF THIS MORTGAGE:

1. Mortgagors shall (1) promptly repair, restore or rebuild any buildings or improvements now or hereafter on the premises which may become damaged or be destroyed; (2) keep said premises in good condition and repair, without waste and free from incumbrances or other liens or claims for lien not expressly subordinated to the lien thereof; (3) pay when due all indebtedness which may be secured by a lien or charge on the premises superior to the lien hereof, and upon request exhibit satisfactory evidence of the discharge of such lien to the Mortgagee; (4) complete within a reasonable time any building or buildings now or at any time in process of construction on the premises; (5) comply with all requirements of law or municipal ordinances with respect to the premises and the use thereof; (6) make no material alterations in said premises except as required by law or municipal ordinance.
2. Mortgagors shall pay before any penalty attaches all general taxes, and shall pay special taxes, special assessments, water charges, sewer service charges, and other charges against the premises when due, and shall upon written request furnished by the Mortgagee duplicate receipts therefor. To prevent default hereunder Mortgagors shall pay in full under protest, in the manner provided by statute, any tax or assessment which Mortgagors may desire to contest.
3. In the event of the enactment after this date of any law of Illinois deducting from the value of land for the purpose of taxation or lien thereon, or imposing upon the Mortgagee the payment of the whole or any part of the taxes or assessments or charges or any lien required to be paid by Mortgagors, or changing in any way the laws relating to the taxation of mortgaged or debt secured by mortgage or the mortgagee's interest in the property, or the manner of collection of taxes, so as to affect this mortgage or the debt secured hereby or the holder thereof, then and in any such event, the Mortgagors, upon demand by the Mortgagee, shall pay such taxes or assessments or reimburse the Mortgagee therefor, provided however, that if in the opinion of counsel for the Mortgagee, said mortgage or indebtedness require Mortgagors to make such payment or (b) the making of such payment might result in the imposition of interest in excess of the maximum amount permitted by law, then and in such event, the Mortgagee may elect, by notice in writing given to the Mortgagors, to declare all of the indebtedness secured hereby to be and become due and payable sixty (60) days from the paying of such notice.
4. If, by the laws of the United States of America or of any state having jurisdiction in the premises, any tax is levied or becomes due in respect of the issuance of the note hereby secured, the Mortgagors covenant and agree to pay the same, and to defend and to indemnify the law. The Mortgagors further covenant to hold harmless and agree to indemnify the Mortgagee, and the Mortgagee's agents or assigns, against any liability incurred by reason of the imposition of any tax on the issuance of the note secured hereby.
5. At such time as the Mortgagors are not in default either under the terms of the note secured hereby or under the terms of this mortgage, the Mortgagors shall have such privilege of making prepayments on the principal of and note in addition to the required payments as may be provided in said note.
6. Mortgagors shall keep all buildings and improvements now or hereafter situated on said premises insured against fire or damage by fire, lightning and windstorm under policies providing for payment by the insurance companies of monies sufficient to pay the cost of replacing or repairing the same or to pay in full the indebtedness secured hereby, all in companies satisfactory to the Mortgagee, under insurance policies payable in case of loss or damage to Mortgagors, such rights to be evidenced by 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 about to expire, shall deliver renewal policies not less than ten days prior to the respective dates of expiration.
7. In case of default therein, Mortgagee may, but need not, make any payment or perform any act herebefore required of Mortgagors in any form and manner deemed expedient, and may, but need not, make full or partial payments of principal or interest on or prior to any branches, if any, and purchase, discharge, compromise or settle any tax lien or other prior lien or title or claim thereon arising from any tax sale or forfeiture affecting said premises or contest any tax or assessment. All moneys paid for any of the purposes herein authorized and all expenses paid or incurred in connection herewith, including attorneys' fees, and any other moneys advanced by Mortgagee to protect the mortgaged premises and the lien hereof, shall be so much additional indebtedness secured hereby, and shall become immediately due and payable without notice and with interest thereon at the highest rate now permitted by Illinois law. Inaction of Mortgagee shall never be considered as a waiver of any right accruing to the Mortgagee on account of any default hereunder on the part of the Mortgagors.
8. The Mortgagee making any payment hereby authorized relating to taxes or assessments, may do so according to any bill, statement or estimate procured from the appropriate public office 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 thereof.
9. Mortgagors 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 Mortgagors, 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 Mortgagors herein contained.
10. When the indebtedness hereby secured shall become due whether by acceleration or otherwise, Mortgagee shall have the right to foreclose the lien hereof. In any suit to foreclose the lien hereof, there shall be allowed and paid 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 of procuring all such abstracts of title, title searches and examinations of the insurance policies, Torrens certificates, and similar data and assurances with respect to title as mortgagee is deemed to be reasonably entitled to either to prosecute such suit or to evidence to bidders at any sale which may be had in satisfaction of the debt secured hereby 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 any proceeding, including probate proceedings, in which the Mortgagee shall be a party, either as plaintiff, defendant or defendant, by reason of this mortgage or any indebtedness hereby secured, or in preparation for the commencement of any suit for the foreclosure hereof after actual or threatened suit or proceeding, which might affect the premises or the security hereof.
11. 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 taxes as may be levied on the premises in pursuance hereof, second, all other items which under the terms hereof constitute secured indebtedness, and third, the balance, if any, shall be paid to the Mortgagors, with interest thereon as herein provided, third, all principal and interest remaining unpaid on the note, and fourth, as a surplus to Mortgagors, their heirs, legal representatives or assigns, as their rights may appear.
12. 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, whether to the solvency or insolvency of Mortgagors, at the time of application for such receiver, and without regard to the then existing provisions of any other law the same shall be then occupied as a homestead or not, and the Mortgagee may be appointed as such receiver. Said receiver shall have power to collect the rents, issues and profits of said premises during the pendency of such foreclosure suit and during the sale and a deficiency, during the full statutory period of redemption, whether there be redemption or not, as well as during any other times when Mortgagors, 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 in 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.
13. 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.
14. The Mortgagee shall have the right to inspect the premises at all reasonable times and access thereto shall be permitted for that purpose.
15. The Mortgagors 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.
16. 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 assent to such extension, variation or release, and their liability and the lien 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.
17. Mortgagee shall release this mortgage and lien thereon 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.
18. This mortgage and all provisions hereof, shall extend to and be binding upon Mortgagors and all persons claiming under or through Mortgagors, and the word "Mortgagors" when used herein shall include all such persons and all persons liable for the payment of the indebtedness or any part thereof, whether or not such persons shall have executed the note or this mortgage. The word "Mortgagee" when used herein shall include the successors and assigns of the Mortgagee named herein and the holder or holders, from time to time, of the note secured hereby.

9/15/17

1-2-2018