CIAL COP

WHEN RECORDED TO: 5MAIL

FIRST STATE BANK OF CALUMET CITY Consumer Loan Department 925 Burnham Avenue Calumet City, Illinois 60409

39406Q1

SPACE ABOVE THIS LINE FOR RECORDER'S USE

FIRST STATE BANK OF CALUMET CITY

925 Burnham Avenue Calumet City, Illinois 60409

VARIABLE RATE MORTGAGE

THIS MORTGAGE made this 16TH day of JANUARY
19 91 between ALLEN A. MOTE AND CYNTHIA M. MOTE, MARRIED TO EACH OTHER
(hereinafter referred to as "Mortgagor") and the PIRST STATE BANK OF CALUMET CITY (hereinafter referred to as the "Mortgagoo"). WHEREAS, Mortgagor is indebted to Mortgagoo in the principal sum of
(\$ 20,000,00), which indebtodness is evidenced by Mortgagor's Note dated
(horalmitter referred to r. 'Now'); and
WHEREAS, the Note revides for interest to be charged on the balance of principal remaining from time to time outstanding at a rate equal to ONE AND THENTY FIRE ONE HUNDREDTHS percent (1.25 %) above the prime rate as quoted daily by TH
WALL STREET JOURNAL (or 's for Ivalent).
WHEREAS, the initial interest its charged under the Note is equal to TEN AND SEVENTY FIVE ONE HUNDREDTHS percent 10-75 %) per annum; and
WHEREAS, the Note provides or marthly payments of TILKE HUNDRED AND KLEVEN AND NO 100
Dollars (\$ 311.00 On the TRNTIS day of each month continencing with PRBRUARY 10
10.91 with the balance of the indebtedras , it not seemer paid, due and payable on
advanced in accordance herewith to protect the ruce by of this Morigage, and the performance of the covenants and agreements of Morigagor herei
contained Mortgagor does hereby mortgage, grant convey to Mortgages the following described real estate located in the County of COOK
Sinte of filinois:

LOT SIX (6) IN DRJONG GARDAYS SUBDIVISION BEING A SUBDIVISION BE PART OF THE RAST HALF (1) OF THE RAST HALF (1) OF THE SOUTHWEST QUARTER (1) OF SECTION 36, TOWNSHIP 36 NORTH, RANGE 14, 1AST OF THE THIRD PRINCIPAL MERSONS, ACCORDING TO PLAT THEREOF REGISTERED IN THE OFFICE OF THE REGISTERE OF TYPESS OF COOK COUNTY, ILLINOIS ON JUNE 10, 1971, AT DOGUMENT NUMBER 2943420.

OUNT CLOUT Permanent Index No. 29-36-307-006-0000
Which has the address of 18525 CLYDE AVENUE, LANSING,

177

(hereinalter relevant to as the "Property Address").

TOGETHER with all the improvements new or hereafter erected on or attached to the property, and all ease near, rights, appurenances, rents regulates, mineral, oil and gas rights and profits, water, water rights, and all fixtures now or hereafter stached to the property, at of which including replacements and additions thereto, shall be deemed to be and remain a part of the property convered by this Mortgage and all of the foregoing together with said property (or the leasehold estate if this Mortgage is on a leasehold) are install referred to as the "Premises".

Mortgager covenants that Mortgager is lawfully selsed of the estate hereby conveyed and has the right to mortgage, jurial and convey the Premises, that the Premises is unencumbered except as disclosed to and consented by the Mortgagee, and the Mortgager w. warrant and defend generally the title to the Premises against all claims and demands, subject to any declarations, ensurements or restrictions firsted in a schedule of exceptions to coverage in any title insurance policy insuring Mortgager's interest in the Premises.

IT IS FURTHER UNDERSTOOD THAT:

- Mortgagor shall promptly pay when due the principal of and interest on the indebtedness evidenced by the Note, and late charges as provided in the Note, and the principal of and interest on any future advances secured by this Mortgago.
 - In addition, Mortgagor shall:
 - (a) Promptly repair, rentere or rebuild any improvement new, or hereafter on the property which may become damaged or destroyed,
- (b) Psy immediately when due and payable all general taxes, special taxes, special assessments, water charges, sever service charges and other taxes and charges against the property, including those heretolore due, (the monthly payments provided in the Note in anticipation of such taxes and charges to be applied thereto provided said payments are actually made under the terms of said Note), and to furnish Mortgagee, upon request, with the original or duplicute receipts therefore, and all such items extended against said property shall be conclusively deemed valid for the purpose of this regulrement.
- this requirement.

 (c) Keep the improvements now existing or bereafter erected on the property insured against loss or damage by fire, lightning, wind storm or such other hazards, at Mortgagee may reasonably require to be insured against 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, in such companies through such agents or brokers and in such form as shall be satisfactory to Mortgagee, until said indebtedness is tully paid, or in the case of foreclosure, until expiration of the period of redemption; such insurance policies, including additional and renewal policies shall be delivered to and kept by Mortgagee and shall contain a clause satisfactory to Mortgagee making them payable to Mortgagee, as its interest may appear, and in case of loss under such policies, Mortgagee is sutherized to adjust, collect and compromise, in its discretion, sign, upon domand, all receipts, vouchers and releases required of it by the insurance companies; application by Mortgagee of any of the proceeds of such insurance to the indebtedness hereby secured shall not excuse Mortgager from making all monthly payments until the indebtedness is paid in full. In the event of a loss, Mortgager shall give prompt notice to the insurance carrier and Mortgagee. Mortgagee may make proof of loss if not made promptly by Mortgager. All renewal policies shall be delivered at least to days before such insurance shall expire. All policies shall provide further that Mortgagee shall receive to days notice prior; to cancellation.

 (d) Complete within a reasonable time any buildings or improvements now or at any time in process of prection upon said preparty.
 - (d) Complete within a reasonable time any buildings or improvements now or at any time in process of prection upon said property.
- (e) Keep said Premises in good condition and repair without waste and free from any muchanics or other flen or claim of tion not expressly subordinated to the lien hereof.
- (I) Not suffer or permit any unlawful use of or any nulsance to exist on said Premises nor to diminish nor impair its value by any act or omissions. to act.
 - (g) Comply with all requirements of law or municipal ordinances with respect to the Fremises and the use thereot.
 - (h) Comply with the provisions of any lease if this Mortgage is on a leasehold.

(i) Pay the premiums for levelit, a shallist of other instruced if Montgetor shall process of tracts of insurance upon Mortgagoe assigned thereunder. In such event and upon failure of Mortgagor to pay the atoresaid promiums, Mortgagoe may pay the premiums for such insurance and addisaid payments to the principal indebtedness secured by this Mortgago to be repaid in the same manner and without changing the amount of the monthly payments, unless such change is by mutual consent.

(j) in the event this Mortgage is on a unit in a condominium, perform all of Mortgagor's obligations under the declaration of covenants creating or governing the condominium, the by-laws and regulations of the condominium and the constituent documents.

- 3. Any sale, conveyance or transfer of any right, title or interest in the Fremises or any portion thereof or any sale, transfer or assignment of all or any part of the beneficial interest in any trust holding little to the Premises without the prior written approval of Mortgagee shall, at the option of Mortgagee, constitute a default hereunder on account of which the holder of the Note secured hereby may declare the entire indebtedness evidenced by sald Note to be immediately due and payable and foreclose this Mortgage immediately or at any time such default occurs.
- 4. In the case of a fallure to perform any of the covenants herein, or if any action or proceeding is commerced which materially affects Mortgages's Interest in the property, including, but not limited to eminent domain, insolvency, code enforcement, or an augments or proceedings involving a bankrupt or decedent, Mortgages may do on Mortgages's behalf everything so covenanted; Mortgages may also do any act it may does necessary to protect the flori hereof; and Mortgages will repay upon demand any monies paid or distursed, including reasonable atterneys fees and expenses, by Mortgages for any of the above purposes and such monies together with interest thereon at the highest rate for which it is then lawful to contract shall become so much additional indebtedness hereby secured and may be included in any decree forned-sing this Mortgage and be paid out of the ranks or proceeds of safe of safe Premises if not otherwise paid. It shall not be obligatory upon thortgage to inquire into the validity of any lion, encumbrance, or claim in advancing monies as above authorized, but nothing herein contained shall be construed as requiring Mortgages to advance any monies for any purpose nor to do any act hereunder; and Mortgages shall not locularly personal liability because of anything it may do or omit to do hereunder nor shall any acts of Mortgages are advanced by this Mortgages or to proceed to forecloss this Mortgages.
- 5. Time is of the essence hereof, and if default be made in performance of any covenant herein contained or contained in the Note or in making any payment under said Now or obligation or any extension or renewal thereof, or if proceedings be instituted to enforce any other lion or charge upon any of the Primises, or upon the filing of a proceeding in bankruptcy by or against Mortgagor, or Mortgagor shall make an assignment for the benefit of his creditors or if his property be placed under control of or in custody of any court or officer of the government, or if Mortgagor abandons the Promises, or falls to pay when due any charge or assessment (whether for insurance premiums, maintenance, takes, capital improvements purchase of another unit, or otherwise) impose if any condominium, townhouse, cooperative or similar owners' group, then and in any of said events, Mortgagos is hereful authorized and enipowited. It its option, and without affecting the flon hereby created or the priority of said like or any right of Mortgagos and enipowited by Mortgagos and like or is secured hereby immediately due and payable, whether or not such default be remoded by Mortgagos and apply toward the payment of said mortgagos independent and make apply toward the payment of said mortgago, and in all y foredastine a sale may to made of the Promises on masse without the offenne of the several parts coparately.
- 6. Upon the commencer of tot any teroclosure proceeding hereunder, the court in which such bit is filled may at any time, mitter before or after saile, and without notice to Mercency of any party claiming under him, and without registed to the solvency of Mortgagor or the then visites of said Premises, or whether the same ship if you be decepted by the owner of the equity of redemption as a homostand, appoint a reconver, with power to manage and rent and to collect the time. Issues and profits of said Premises during the pendency of such foreclosure suit and the statutory period of redemption, and such tents, issues and profits of said Premises during the pendency of such foreclosure said, the statutory period of redemption, and such tents, issues and profit in the necessary for the protection and preservation of the Premises, including the appropriate or of the items necessary for the protection and preservation of the Premises, including the appearance or other items necessary for the protection and preservation of the Premises, including the appearance or other items. Including the expensive shall be appointed to the full period affected the advance therefore the perservation of the Premises, including the expensive shall be appointed to the full period affected by the appointment or an any deception of the statutory period during which it may be issued and no lease of said Premises shall be included as a processary period during which it may be assessable to include the premise and period affected the appointment or antity in possessable. It is not a premise any lease period to the limitation of the statutory period during which it has been period to the limitation of the statutory period during which it has been promoted and no lease of said Premises, after a period of the include them thereof, and upon forecast and controlled for the processable of any said and includes as a period of the product of the processar of the processar of the processar period of the processar of the processar of the processar o
- 7. Extension of the time for payment or modification or amortization of the sums secured by this Mortgager granted by Mortgager to any successor in interest of Mortgager shall not operate to release in any manner that tability of the original Mortgager and Mortgager's successor in interest. Mortgager shall not be unquired to commission proceedings against such surce, so or refuse to extend time for payment or otherwise modify amortization of the sum successor by this Mortgager by this Mortgager by this Mortgager by the son of any demand made by the riginal Mortgager and Mortgager's successor in interest.
- 8. Any forbearance by Mortgague in exercising any right or rumody hereunder of otherwise afforded by applicable law, shall not be a waiver of or proclude the exercise of any such right or remody. The procurement of insurance or the plan of taxos or other lions or charges by Mortgague shall not be waiver of Mortgague's right to accolorate the indebtodness secured by this Mortgague.
- 9. All remedies provided in this Mongage are distinct and cumulative to any other new or remody under this Mongage or attorded by law or equity and may be exercised concurrently, independently or successively.
- 10. The covenants contained herein shall bind and the rights hereunder shall liture to, the nest only accessors and assigns of Mortgagee and Mortgager subject to the provisions of paragraph 3 hereof. All covenants and agreements of Mortgager subject to the provisions of paragraph 3 hereof. All covenants and agreements of Mortgager start to joint and several.
- 11. Except to the extent any notice shall be required under applicable law to be given in another a sinuar, any notice to Mortgagor shall be given by malling such notice by certified mail addressed to Nortgagor at the Property Address or at such other address as Mortgagor may designate by notice to Mortgagor as provided herein and any notice to Mortgagor shall be given by certified mail, return receip squashed to Mortgagor has designate by notice to Mortgagor as provided herein. Any notice povered for in this Mortgagor shall be deemed to have been given to Mortgagor when given in the manner designated herein.
- 12. Upon payment of all sums secured by this Mortgager, Mortgager shall release this Mortgage without charge to Mortgager Mortgager shall pay all costs of recordation of any documentation nucessary to release this Mortgage.
- 13. Mortgagor hereby waives all right of homestead exemption in the Premises and grants to Mortgagoe the right transpect the Premises at all reasonable times and access thereto shall be permitted for that purpose.
- 14. Mortgagor assigns to Mortgagoe and authorizes the Mortgagoe to populate for and collect any award for condemnation of all or any part of the Premises. Mortgagoe may, in its discretion, apply any such award to amounts due hereunder, or for restoration of the Premises.
- 15. It Mortgagor is a corporation Mortgagor hereby waives any and all rights of redemption from sale under any order or decree of foreclosure of this Mortgago, on its own behalf and on behalf of each and every person, except decree or judgment creditors of Mortgagor acquiring any interest in or little to the Premises subsequent to the date of this Mortgago.
- 16. This Mortgage shall be governed by the law of the jurisdiction in which the Premises are located. In the event one or more of the provisions contained in this Mortgage shall be prohibited or invalid under appliciable law, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Mortgage.

IN WITNESS WHEREOF, the undersigned have signed this Mortgage on the day and year first above written at Columet City, Illinois

ALLEN A. MOTZ	CYNTHIA M. MOTZ
STATE OF ILLINOIS)) SS COUNTY OF COOK)	THE STATE OF THE S
in and for said county in the State aforesaid, DO HEREBY CERTIFICHAT MARRIED TEACH OTHER!	ALLEN A. MOTZ AND CYNTHIA M. ROTZ.
personally known terms to be the same person(s) whose faith (i.s.) (an appear and acknowled that I Think X stanged sealer and delivery	subscribed to the loregoing instrument, appeared before next to the great the said instruments as THEIR tree and volunted as the the said instruments as THEIR tree and volunted as the said instruments as THEIR tree and volunted as the said instruments as THEIR tree and volunted as the said instruments as THEIR tree and volunted as the said instruments as THEIR tree and volunted as the said instruments as THEIR tree and volunted as the said instruments as THEIR tree and volunted as the said instruments as THEIR tree and volunted as the said instruments as THEIR tree and volunted as the said instruments as THEIR tree and volunted as the said instruments as THEIR tree and volunted as the said instruments as THEIR tree and volunted as the said instruments as the said

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Notary Papie, State of Illinois