00430625 394/114 9 001 Page 1 of 2 Cook County Recorder

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2000	
THIS INDENTURE, made May 22 19200 Detween	00430625
RAYMOND BARBER	
1712 S. 4th Avenue	
Maywood, Illinois 60153 (NO. AND STREET) (CITY) (STATE)	
herein referred to as "Mortgagors," and	
U.S. FUSITE	
7905 Malcolm Road (CITY) (STATE)	Above Space For Recorder's Use Only
herein referred to as "Mortgageee," witnesseth:  THAT WHEREAS the Mortgagors are justly indebted to the Mortgagee upon the installn	nent note of even date herewith, in the principal sum of DOLLARS
Twenty Seven housand a control of and delivered to the Mortgagee, in and by sum and interest at the rate and in i istallments as provided in said note, with a final payment of the sum and interest at the rate and in its tallments as provided in said note, with a final payment of the sum and interest at the rate and in its tallments as provided in said note, with a final payment of the not of such appointment, then at the office of the Mortgagee at U.S. POSTAL SERVICE TO SERVICE TO MAICOIM ROAD CLINTON, MARYLAND, 4th Floo NOW, THEREFORE, the Mortgagers is secure the payment of the said principal sum of most and limitations of this mortgage, and the performance of the covenants and agreements herein and limitations of this mortgage, and the performance of the covenants and agreements herein consideration of the sum of One Dollar in han is add, the receipt whereof is hereby acknowledged, Mortgagee, and the Mortgagee's successors and assigns, the following described Real Estate and a Mortgagee, and the Mortgagee's NAVMOOD COUNTY OF COO	the may, from time to time, in writing appoint, and in absence the may, from time to time, in writing appoint, and in absence to may, from time to time, in writing appoint, and in absence to the major that the terms, provisions and as aid interest in accordance with the terms, provisions are contained, by the Mortgagors to be performed, and also in do by these presents CONVEY AND WARRANT unto the do by these presents CONVEY AND WARRANT unto the ll of their estate, right, title and interest therein, situate, lying lk AND STATE OF ILLINOIS, to with
and being in the C1 ty O1 Play wood	15 IN BLOCK 186 IN MAYWOOD
7	
A CO	
_	
which, with the property hereinafter described, is referred to herein as the "premise",	
which, with the property man	
O Permanent Real Estate Index Number(s): 15-14-160-013-0000	50153
O specificate: 1712 S. 4th Avenue, Maywood, 1-	
TOGETHER with all improvements, tenements, easements, fixtures, and appurtenances long and during all such times as Mortgagors may be entitled thereto (which are pledged primar all apparatus, equipment or articles now or hereafter therein or thereon used to supply heat, go all apparatus, equipment or articles now or hereafter therein or thereon used to supply heat, go single units or centrally controlled), and ventilation, including (without restricting the foregory coverings, inador beds, awnings, stoves and water heaters. All of the foregoing are declared to or not, and it is agreed that all similar apparatus, equipment or articles hereafter placed in the considered as constituting part of the real estate.  TO HAVE AND TO HOLD the premises unto the Mortgagee, and the Mortgagee's successful to the considered as constitutions and the premises under and by virtue of the Homestead Exemption.	be a part of said. Alestate whether physically attached therefore be a part of said. Alestate whether physically attached therefore be premises by N'o tgagors or their successors or assigns shall be cessors and assigns, for every for the purposes, and upon the uses ption Laws of the State of 'llinois, which said rights and benefits
The name of a record owner is: RAYMOND BARDETTE and provisions appearing the coverage consists of two pages. The coverage consists of two pages. The coverage consists of two pages.	ng on page 2 (the reverse side of the shortest page
herein set forth, free from all rights and belief the Mortgagors do hereby expressly release and waive.  The name of a record owner is: RAYMOND BARBER  This mortgage consists of two pages. The covenants, conditions and provisions appearing the pr	(Seal)
PLEASE RAYMOND BARBER	
PRINT OR	(Seal)
TYPE NAME(S) BELOW CONTRIBE(S) (Seal)	- Learning County
BELOW SIGNATURE(S)	I, the undersigned, a Notary Public in and for said County
State of Illinois, County ofR	AYMOND BARBER
"OFFICIAL SEAL whose whose impression in the same person whose impression in Levatime on ally shown to me to be the same person whose impression in Levatime on the same person, and acknowledged that the same person is a same person whose impression is a same person in the same person whose impression is a same person in the same pe	name 18 substricted to the said instrument as at he signed, sealed and delivered the said instrument as purposes therein set forth, including the release and waiver of the
hand and official seal, this day of	Daniel Sucation Notary Public
Given under my hand and official seal, this  Commission expires  This instrument was prepared by Louis R. Fine, 105 W. Madison.  (NAME AND ADDRESS)	ison, Chicago, Il. 60602
This instrument was prepared by Louis R. Fine, 105 W. Mad. (NAME AND ADDRESS)  Mail this instrument to Louis R. Fine, 105 W. Madison, (NAME AND ADDRESS)	Chicago, Il. 60602 #1002
Mail this instrument to Louis R. Fine, 100 (NAME AND ADDRESS)	(ZIP CODE)

THE COVENANTS, COUDITORS AND PROVISIONS I EFERTED COLORAGE 1 (THE REVERSE SIDE OF THIS REGAGE): 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 mechanic's or lien or charge on the premises superior to the lien thereof, and upon request exhibit satisfactory evidence of the discharge of such prior premises; (5) comply with all requirements of law or municipal ordinances with respect to the premises and the use thereof; (6) make
- 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, furnish to 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 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 any lien thereon, or imposing upon the Mortgagee the payment of the whole or any part of the taxes or assessments or charges or liens herein the mortgagee's interest in the property, or the manner of collection of taxes, so as to affect this mortgage or the debt secured by mortgages or the Mortgagee therefor; provided, however, that if in the opinion of counsel for the Mortgagee (a) it might be unlawful to imposition of interest beyond 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
- 4. If, by the laws of the United States of America or of any state having jurisdiction in the premises, any tax is due or becomes due in respect of the issuance of the note hereby secured, the Mortgagors covenant and agree to pay such tax in the manner required by any such law. The Mortgagors further covenant to hold harmless and agree to indemnify the Mortgagee's number of the Mortgagee's successors 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 5, th: 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 said 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 loss or damage by fire, lightning and windstorm under policies providing for payment by the insurance companies of moneys sufficient either to pay the cost of replacing or repairing and shall driver 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, Mortga re may, but need not, make any payment or perform any act hereinbefore 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 prior encumany tax sale or forfeiture affecting said premise or contest any tax lien or other prior lien or title or claim thereof, or redeem from ized and all expenses paid or incurred in connection therewith, including attorneys' fees, and any other moneys advanced by Mortgagee to due and payable without notice and with interest the eon 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 author eo relating to taxes or assessments, may do so according to any bill, statement validity of any tax, assessment, sale, forfeiture, tax lien or title or claim thereof.
- 9. Mortgagors shall pay each item of indebtedness herein men on d, both principal and interest, when due according to the terms canding anything in the note or in this mortgage to the contrary, became also any all unpaid indebtedness secured by this mortgage shall, notwith-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 cy acceleration or otherwise, Mortgagee shall have the right to foreclose the lien hereof. In any suit to foreclose the lien hereof, there shall be a owed and included as additional indebtedness in the decree for sale all expenditures and expenses which may be paid or incurred by or or behalf of Mortgagee for attorneys' fees, appraiser's policies, Torrens certificates, and similar data and assurances with respect to title as Mortgagee for attorneys' fees, appraiser's policies, Torrens certificates, and similar data and assurances with respect to title as Mortgagee may deem to be reasonably necessary indebtedness secured hereby and immediately due and payable, with interest thereon at the highest rate now permitted by Illinois law, when preparations for the commenced; or (c) preparations for the defense of any actual or threatened suit or thereof.
- 11. The proceeds of any foreclosure sale of the premises shall be distributed and applied in the following of the priority: First, on account of all costs and expenses incident to the foreclosure proceedings, including all such items as are mentioned in the preceding parameter, with interest thereon as herein provided; third, all principal and interest remaining unpaid on the note; fourth any overplus to Mortagagors, 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, without regard to the solvency of Mortgagors at the time of application for such receiver and without regard to the then value of the premises or whether the same shall be then occupied as a homestead or not, and the Mortgagee may be appointed as such receiver. Such receiver shall have power to collect the rents, issues and profits of said premises during the pendency of such foreclosure suit and, in case of a sale and a de-Mortgagors, except for the intervention of such receiver, would be entitled to collect such rents, issues and profits, and all other powers when 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 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. purpose.
- 14. The Mortgagee shall have the right to inspect the premises at all reasonable times and access thereto shall be permitted for that
- 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 being expressly reserved by the Mortgagee, notwithstanding such extension, variation or release.
- 17. Mortgagee shall release this mortgage and lien thereof 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" the note secured hereby.