MORTGAGE (ILLÍNOS) NOFFICIAL CO120051 50 001 Page 1 of 2002-01-24 12:11:17 THIS INDENTURE, made Cook County Recorder December 7, 2001 19 between ARTHUR BAKER & VELMON R. BAKER (his wife) and KEITH BAKER (son); 12817 So., Union Ave.; Chicago, IL 60628 (No. and Street) (City) (State) herein referred to as "Mortyagors," and DANLEY'S GARAGE WORLD: 3100 Dundee Road. #910: Above Space For Recorder's Use Only Northbrook, IL 60062 (No. and Street) (State) SEE ASSIGNMENT ON PAGE FOUR herein referred to as "Morrgagee," missesh: THAT WHEREAS, the Mortgagor, are justly indebted to the Mortgagee upon the Retail Installment Contract dated Nine thousand, four hundred & 00/100---- December 7, 2001 . in the Amount Financed of Nine thousand, four hundred & 00/100-DOLLARS (\$9,400.00---payable to the order of and delivered to the Mortgay e. In and by which contract the Mortgagors promise to pay the said Amount Financed together with a Finance Charge on the principal balance of the Amount Financed from time to time unnaid in --77-__ each be given g February 8, 2002 \$221.82---installments of \$ _ _ , 19 _ \$221.82installment of S payable on __July 8, 2008 . together with interest after maturity at the Ammal Percentage Rate stated in the crutarit, and all of said indebtedness is made payable at such places as the holders of the contract may, from time to time, in writing appoint, we be the absence of such appointment, then at the office of the boldese mortgage servicer: IVFR R. JOHNSON: 7227 No. Oleander & Chicago II 60631-4307 NOW, THEREFORE, the Mortgagors to secure the payment of the said sum is accordance with the terms, provisions and limitations of this mortgage, and the performance of the covenants and agreements be ein contained, by the Mortgagors to be performed, 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 the City of Chicago . COUNTY OF _ ILLINOIS, to with Lot 35 in Block 3 in New Roseland, A Subdivision of part of the Fractional Section 33 North of the Indian Boundary Line, the part of the Fractional Sections 28 and 33 South of the Indian Boundary Line, all in Township 37North, Range 14, East of the Third Principal Meridian, according to the plat thereof recorded October 18, 1927 as document 9,813,257, in Cook County, Illinois. PRIN: 25-33-103-026. Vol: #471 COMMONLY KNOWN AS: 12817 So. Union Ave.; Chicago, IL 60628

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

SEE ASSIGNMENT ON PAGE FOUR

UNOFFICIAL COP20099656 Page 2 of

TOGETHER with all improvements, tenements, easements, fixtures, and appartenances thereto belonging, and all rents, issues and profits thereof for so long and during all such times as Mortgagus 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 therein 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, inador beds, awnings, stores 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 wie rights and benefits the Mortgagors do hereby expressly release and waive.

ARTHUR BAKER & VEIMON R BAKER (his wife)

| herein by reference ar | sists of 1 pages. The covenants, conditions and are a prot hereof and shall be binding on Monagagors the day and year fi | rtgagors, their heirs, successors and assign | |
|--|--|--|------------------|
| PLEASE PRINT OR | X Retth Baker So | Acthor Raker | (Seal) |
| TYPE NAME(S) BELOW SIGNATURE(S) | Y LOLMAR & Balakis | 2Í) | (Scal) |
| State of Illinois, Count | y of Cook In the State aforesaid, DO HEREBY CERTIFY | I the undersigned, a Nonry Public in and i | for said County |
| OFFICIAL SEA | ARTHUR BAKER & VELOMON R. BAKER and k | KEITH B.KER | |
| MARLENE E SALE NOTARY PUBLIC, STATE OF IL MY COMMISSION EXPIRES:08 | nersonally known to me to be the same person S LINO'S OF delivered the said instrument as their | free and voluntary act, for the uses and p | teer' Registrant |
| ······ <u>···· </u> | set forth, including the release and waiver of the | e right of homest-ad. | |
| Given under my band a Commission expires | · | Mulene K Seline | 19 |
| | | Notary P. a. lic | |

9. Upon, or at any time after the filing of a bill to foreclose this manage the court in which such bill is filed may appoint a r of said premises. Such appointment may be made either before or after sale without notice, without regard to the solvency or insolvency 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 Montgagee hereunder may be appointed as such receiver. Such receiver shall have power to collect rents, issues and profits of said premises during the pendency of such foreclosure suit and, in case of sale and a deficiency during the full stantony period of redemption, whether there he redemption or not, as well as during any further times when Mongagors, except for the intervention of such receiver, would be entitled to collect such reus, 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 bands in payment in whole or in part of. (I) The indebtedness secured hereby, or by any decree foreclosing this Montgage or any tax, special assessment or other lies which may be or become superior to the lies hereof or of such decree, provided such application is made prior to foreclosure sale; (2) the deficiency in case of a sale and deficiency.

10. No action for the enforcement of the lien or 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 contact hereby secured.

11. Morngages or the hotor of the contract shall have the right to inspect the premises at all reasonable times and access thereto shall be permitted for that purpose.

12. If Montgagors shall sell, assign a mansfer any right, title or interest in said premises, or any portion thereof, without the written consent of the holder of the contract served hereby, holder shall have the right, at holder's option, to deciate all impaid indebtedness secured by this mortgage to be immediately one and payable, anything in said contract or this mortgage to the contrary notwithstanding.

| , | | | ASSIGNME | NT · | • | • |
|-------------|--------------|-------------------------------------|--------------------------|---------------------------------------|--|----------|
| - | | | Colle assign | and transfers the within | morturge to | |
| FOI | _ | - | gee hard y sells, assign | • | • | - |
| | IVER R. JOHN | ISON; 7227 No. 0Tea | inder Ave.; Chicago, I | L 60631-4307 | | |
| | | | | | | |
| | | | . (| 00. | • | |
| | 1-1902 | : • | Монтивесс | DANLLY'S GARAGE W | ORLD | |
| Dan | 2 | | | <i>y</i> | | |
| | • | | () | 10 | | |
| | | | Ellen | 1 / les | | |
| | | | By PAU | FISHER, President) | | |
| | • | _ | , /1/02 | , 12,121,9 | 0,0 | Pr +=- |
| | | | | | U/Sc. | |
| | | | | FOR RECOR | DERS INDEX PURPOSES | |
| D E | NAME | • | | INSERT STREET | HT ADDRESS OF ABOVE | |
| E L | | IL TO: | | · · · · · · · · · · · · · · · · · · · | • | i. |
| I | SIREET | IVER R. JOHNSON 7227 No. 01eande | n Avo | 2817 So. Union ave.; | Chicago, IL 60628 | <u> </u> |
| V E R | SIREEI | Chicago, IL 6063 | | | | • |
| R Y | ואידויט . | | 1 - | | Wise Description | |
| | | | | | nent Was Prepared By t: DANLEY'S GARAGE WORLD; | |
| | | - | 11/2 | 3100 Dundee Road, #91 | 0; Northbrook, IL 60062 | · |
| | INSTRUCTIONS | OR | - +> Q.) | (Name) | (Address) | • |

ADDITIONAL COVENANTS, CUNDITIONS AND PROVISIONS RESERVED TO ON THE REVERSE SIDES OF THE MORTGAGE AND INCORPORATED THEREIN BY REFERENCE.

1. Morrgagors shall (I) 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 other liens or claims for lien not expressly subordinated to the lien hereof; (3) pay when due any 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 prior lien to Morrgages or to holder of the contract; (4) complete within a reasonable time any building or buildings now or at anytime in process of exection upon said 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. Montgagors 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 Montgagee or to holders of the contract duplicate receipts therefor. To prevent default hereunder Montgagors shall pay in full under protest, in the manner provided by stante, any tax or assessment which Montgagors may desire to contest.
- 3. Morrgagors shall be pall buildings and improvements now and hereafter simuled on said premises insured against loss or damage by fine, lightning and wirestorm under policies providing for payment by the insurance companies of moneys sufficient either to pay the cost of replacing or retaining the same or to pay in full the indehedness secured hereby, all in companies satisfactory to the holder of the contract, under insurance absolutely, and shall deliver all policies including additional and renewal policies to holder of the contract and in case of insurance absolute to expire, shall deliver renewal policies not less than ten days prior to the respective dates of expiration.
- 4. In case of default therein, Morrgagee of the holder of the countact may, but need not, make any payment or perform any act hereinhedore required of Morrgagors in any form and manner deemed expedient, and may, but need not, make full or partial payments of principal or interest on prior encumbrances, it say, and purchase, discharge, compromise or settle any tax lien or other prior lien or title or claim thereof, or redeem from any tax sale of fractione, affecting said premises or contest any tax or assessment. All moneys paid for any of these purposes herein authorized and all ax expenses paid or incurred in connection therewith, including amoney's fees, and any other moneys advanced by Morrgagee or the holders of the connect to protect the morrgaged premises and the lien hereof, shall be so much additional indebtedness secured hereby and shall become immediately due and payable without notice. Inaction of Morrgagee or holders of the connect shall never be considered as a waiver of any right accroming to them on account of any default hereunder on the part of the Morrgagors.
- 5. The Montgagee or the holder of the contract hereby secured making any payment hereby authorized relating to taxes and 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, fracture, tax lien or title or claim thereof.
- 6. Mortgagors shall pay each item of indebtedness herein mentioned, when due according to the terms hereof. At the option of the holder of the contract, and without notice to the Mortgagors, all unpaid indebtedness second by the Mortgage shall, notwithstanding anything in the contract or in this Mortgage to the contract, become due and payable (a) in mediately in the case of default in making payment of any installment on the contract, or (b) when default shall occur and continue for the edws in the performance of any other agreement of the Mortgagors herein contained.
- 7. When the indebtedness hereby secured shall become due whether by acceleration or otherwise, Mor processall have the right to foreclose the lien hereof. In any suit to foreclose the lien hereof, there shall be allowed and included as a discoval indebtedness in the decree for sale all expenditures and expenses which may be paid or incurred by or on behalf of Mortgagee or on der of the commact for anomaly's fees, appraiser's fees, outlays for documentary and expent evidence, stemographers' 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, guarantee policies. Tourens certificates and similar data and assurances with respect to title as Mortgagee or holder of the contract may deem to be reasonably necessary either to prosecute such suit or to evidence to bidders at any sale which may be had pursuant to such decree the time condition of the title to 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, when paid or incurred by Mortgagee or holder of the commact in connection with (a) any proceeding, including probate and bankruptcy proceedings, to which either of them shall be a party, either as plaintiff, claimant or defendant, by reason of this Mortgage or any indebtedness hereby secured; or (b) preparations for the commencement of any suit for the foreclosure hereof after accural of such night to foreclose whether or not actually commenced or (c) preparations for the defense of any threatened suit or proceeding which might affect the premises or the security hereof whether or not actually commenced.
- 8. The proceeds of any foreclosure sale of the premises shall be distributed and applied in the following order of priority: First, or account of all crists and expenses incident to the foreclosure proceedings, including all such items as are mentioned in the preceding paragraph hereof; second, all other items which under the terms bereof constitute secured indebtedness additional to that evidenced by the contract; third, all other indebtedness, if any, remaining unpaid on the contract; fourth, any overplus to Mongagors, their heirs, legal representatives or assigns as their rights may appear.