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MORTGAGE

FROM:

ARTHUR K. BACON AND EVELYN D. HAMILTON-BACON

Mortgagors



Doc#: 0400850132
Eugene "Gene" Moore Fee: \$56.00
Cook County Recorder of Deeds
Date: 01/08/2004 10:56 AM Pg: 1 of 17

TO:

RHE HATCO, INC.

Mortgagee

DATED: 12/29/20

PREPARED BY AND MAIL TO:

Phillip A. Couri
COURI AND COURI
552 Lincoln Avenue
Winnetka, Illinois 60093
(847) 446-7372

Property of Cook County Clerk's Office

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MORTGAGE

THIS MORTGAGE made this 29th day of December, 2003, between **ARTHUR K. BACON and EVELYN D. HAMILTON-BACON**, 8134 S. Elizabeth, Chicago, Illinois (hereinafter, collectively called the "**Mortgagor**") and **RHE HATCO, INC.** 801 Cherry St., Ste. 1155, Fort Worth, TX, (herein together with its successors and assigns, including each and every from time to time holder of the Note hereinafter, the "**Mortgagee**").

WHEREAS, the **Mortgagor** is justly indebted to the **Mortgagee** upon the Installment Note of even date herewith (attached hereto as Exhibit A), in the principal sum of Thirty Six Thousand Fifty Five and 00/100 Dollars (\$36,055.00) payable to the order of and delivered to the **Mortgagee**, in and by which Note the **Mortgagor** promises to pay the said principal sum and interest at the rate and in installments as provided in said Note 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 to LIVELY, PADFIELD & STOUT, L.L.P., C/O John R. Lively 1155 Burnett Plaza 801 Cherry Street, Unit 20, Fort Worth, TX 76102

WHEREAS, the indebtedness evidenced by the Note, including the principal thereof and interest and premium, if any, thereon, and any extensions and renewals thereof, in whole or in part, and any and all other sums which may be at any time due or owing or required to be paid as herein or in the Note provided, are herein called the "**Indebtedness Hereby Secured.**"

NOW, THEREFORE, the **Mortgagor** 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 **Mortgagor** 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 Chicago, County of Cook and State of Illinois, to-wit:

LOT 11 IN BLOCK 10 IN 1st ADDITION TO AUBURN HIGHLANDS BEING HART'S SUBDIVISION OF BLOCKS 11 AND 12 AND THE EAST ½ OF BLOCKS 3, 6 and 10 IN CIRCUIT COURT PARTITION OF THE NORTHWEST 1/4 OF SECTION 32, TOWNSHIP 38 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

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which, with the property herein described, is referenced to herein as the "**Premises**".

Permanent Real Estate Index Number: 20-32-122-029

Address of Real Estate: 8134 S. Elizabeth, Chicago, IL 60620

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 **Mortgagor** 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, shades, storm windows and doors, range, dishwasher and disposal, oven and stove, window treatments, patio furniture, tacked down carpeting and water heater from time to time on the **Premises**. 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 **Mortgagor** 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 are hereby expressly released and waived), for the uses and purposes herein set forth, together with all right to retain possession of the **Premises** after any default in the payment of all or any part of the **Indebtedness Hereby Secured**, or the breach of any covenant or agreement herein contained, or upon the occurrence of any Event of Default as hereinafter defined.

PROVIDED, NEVERTHELESS, and these presents are upon the express condition that if all of the **Indebtedness Hereby Secured** shall be duly and punctually paid and all the terms, provisions, conditions and agreements herein contained on the part of the **Mortgagor** to be performed or observed shall be strictly performed and observed, then this Mortgage and the estate, right and interest of the **Mortgagee** in the **Premises** shall cease and become void and of no effect.

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The names of the record owners are:

ARTHUR K. BACON and EVELYN D. HAMILTON-BACON

This mortgage consists of fourteen (14) pages. The covenants, conditions and provisions appearing on pages 4 through 14 are incorporated herein by reference and are a part hereof and shall be binding on **Mortgagor**, their heirs, successors and assigns.

Witness the hands... and seals... of **Mortgagor** the day and year first above written.

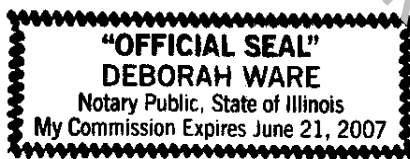
Arthur K. Bacon
ARTHUR K. BACON

Evelyn D. Hamilton-Bacon
EVELYN D. HAMILTON-BACON

I, the undersigned, a Notary Public in and for the State of Illinois, **DO HEREBY CERTIFY** that **ARTHUR K. BACON and EVELYN D. HAMILTON-BACON**, personally known to me to be the same person whose name is subscribed to the foregoing, appeared before me this day in person, and acknowledged that he signed, sealed and delivered the said instrument as his free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the rights and benefits.

Given under my hand and official seal, this 29th day of December, 2003.

Deborah Ware
NOTARY PUBLIC



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ARTHUR K. BACON and EVELYN D. HAMILTON-BACON, Mortgagor
RHE HATCO, INC., Mortgagee

THE COVENANTS, CONDITIONS AND PROVISIONS REFERRED TO ON PAGE 4 THROUGH 14

1. Payment of Indebtedness. The **Mortgagor** will duly and promptly pay each and every installment of the principal and interest and premium, if any, on the Note, and all other **Indebtedness Hereby Secured**, as the same become due, and will duly perform and observe all of the covenants, agreements and provisions herein or in the Note provided on the part of the **Mortgagor** to be performed and observed.

2. Maintenance. Repairs. Restoration. Liens. **Mortgagor** 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 other liens or claims for lien not expressly subordinated to the lien thereof; (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 the **Mortgagee**; (4) complete within a reasonable time any building or buildings now or at any time in process of erection 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; (7) pay all operating costs of the **Premises**; and (8) initiate or acquiesce in no zoning reclassification with respect to the **Premises**, without the **Mortgagee's** prior written consent.

3. Taxes. The **Mortgagor** will pay when due and before any penalty attaches, all general and special taxes, assessments, water charges, sewer charges, utility charges, and other fees, taxes, charges and assessments of every kind and nature whatsoever (all herein generally called "**Taxes**"), whether or not assessed against the **Mortgagor**, if applicable to the **Premises** or any interest therein, or the **Indebtedness Hereby Secured**, or any obligation or agreement secured hereby; and **Mortgagor** will, upon written request, furnish to the **Mortgagee**, duplicate receipts therefor. To prevent default thereunder, the **Mortgagor** will pay in full under protest in the manner provided by statute, any **Taxes** which the **Mortgagor** may desire to contest; provided, however, that if determent of payment of any such **Taxes** is required to conduct any contest or review, the **Mortgagor** shall deposit the full amount thereof, together with an amount equal to the estimated interest and penalties thereon during the period of contest, with the **Mortgagee**. In any event, **Mortgagor** shall (and if **Mortgagor** shall fail so to do, the **Mortgagee** may, but shall not be required to, and for the purpose may use the monies

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deposited as aforesaid) pay all **Taxes**, notwithstanding such contest, if in the opinion of the **Mortgagee**, the **Premises** shall be in jeopardy or in danger of being forfeited or foreclosed. In the event that any law or court decree has the effect of 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 liens herein required to be paid by the **Mortgagor**, or changing in any way the laws relating to the taxation of mortgages or debts secured by mortgages or the interest of the **Mortgagee** in the **Premises** or the manner of collection of **Taxes**, so as to affect this Mortgage or the **Indebtedness Hereby Secured** or the holder thereof, then, and in any such event, the **Mortgagor** upon demand by the **Mortgagee**, will pay such **Taxes**, or reimburse the **Mortgagee** therefor. Failure to pay the **Taxes** when due shall be a Default of this mortgage.

4. Insurance Coverage. **Mortgagor** shall promptly pay when due and before any penalty attaches all insurance costs for insuring the **Premises**. **Mortgagor** shall keep all buildings and improvements now or hereafter situated on said **Premises** insured against loss or damage by 1) fire, lightning and windstorm, vandalism and any other perils or hazards as the **Mortgagee** may from time to time require, 2) public liability insurance against bodily injury and property damage with such limits as the **Mortgagee** may require, 3) boiler, machinery and other insurance of the types and in amounts as the **Mortgagee** may require but in any event not less than customarily carried by persons owning or operating like properties; 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 Hereby Secured**, all in companies satisfactory to the **Mortgagee**, under insurance policies payable, in case of loss or damage, to **Mortgagee**, 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. Upon written request, a copy of the paid insurance receipt shall be tendered to **Mortgagee**. Failure to maintain insurance under this paragraph shall be a Default of this mortgage.

5. Failure to Pay Taxes and/or Insurance. In the event **Mortgagor** fails to pay the **Taxes** and/or Insurance when due, as outlined in paragraphs 3 and 4 above, then in this event **Mortgagee**, may, at their sole discretion and without waiving any other rights or remedies, require **Mortgagor** to deposit with **Mortgagee** on the 1st day of each month following **Mortgagor's** failure to pay the **Taxes** and/or insurance (i) one-twelfth (1/12) of the **Taxes** next to become due upon the **Premises**; (ii) one-twelfth (1/12) of the annual premiums on each policy of insurance upon the **Premises** provided, that the amount of such deposits shall be based upon **Mortgagee's** reasonable estimate as to the amount of **Taxes** and premiums of insurance next to be payable. All Tax and Insurance Deposits shall be held by the **Mortgagee** without any allowance of interest thereon.

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6. Proceeds of Insurance. The **Mortgagor** will give the **Mortgagee** prompt notice of any damage to or destruction of the **Premises**, and:

(a) In case of loss covered by policies of insurance, the **Mortgagee** (or, after entry of decree of foreclosure, the Purchaser at the foreclosure sale or decree creditor, as the case may be) is hereby authorized at its option either (i) to settle and adjust any claim under such policies with the consent of the **Mortgagor**, (refusal to consent shall not be unreasonable) or (ii) allow the **Mortgagor** to agree with the insurance company or companies on the amount to be paid upon the loss; provided, that the **Mortgagor** may themselves adjust losses aggregating not in excess of Five Thousand Dollars (\$5,000.00), and provided further that in any case the **Mortgagee** shall, and is hereby authorized to, collect and receipt for any such insurance proceeds; and the expenses incurred by the **Mortgagee** in the adjustment and collection of insurance proceeds shall be so much additional **Indebtedness Hereby Secured**, and shall be reimbursed to the **Mortgagee** upon demand.

(b) In the event of any insured damage to or destruction of the **Premises** or any part thereof (herein called an "**Insured Casualty**") , and:

If, in the reasonable judgment of the **Mortgagee**, the **Premises** can be restored to an economic unit not less valuable than the same was prior to the Insured Casualty, and adequately securing the outstanding balance of the **Indebtedness Hereby Secured**, then, if no event of default as hereinafter defined shall have occurred and be then continuing and the **Mortgagor** shall not be in default hereunder, the proceeds of insurance shall be applied to reimburse the **Mortgagor** for the cost of restoring, repairing, replacing or rebuilding the **Premises** or part thereof subject to Insured Casualty, and the **Mortgagor** hereby covenants and agrees forthwith to commence and to diligently prosecute such restoring, repairing, replacing or rebuilding; provided, always, that the **Mortgagor** shall pay all costs of such restoring, repairing, replacing or rebuilding in excess of the proceeds of insurance.

(c) Except as provided for in Subsection (b) of this Section, the **Mortgagee** may apply the proceeds of insurance consequent upon any Insured casualty upon the **Indebtedness Hereby Secured**, in such order or manner as the **Mortgagee** may elect.

(d) In the event that proceeds of insurance, if any, shall be made available to the **Mortgagor** for the restoring, repairing, replacing or rebuilding of the **Premises**, the **Mortgagor** hereby covenants to restore, repair, replace or

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rebuild the same, to be of at least equal value, and of substantially the same character as prior to such damage or destruction; all to be effected in accordance with plans and specifications to be first submitted to and approved by the **Mortgagee**.

7. Disbursement of Insurance Proceeds. In the event the **Mortgagor** is entitled to reimbursement out of insurance proceeds held by the **Mortgagee**, such proceeds shall be disbursed from time to time upon the **Mortgagee** being furnished with satisfactory evidence of the estimated cost of completion of the restoration, repair, replacement and rebuilding with funds (or assurances satisfactory to the **Mortgagee** that such funds are available) sufficient in addition to the proceeds of insurance, to complete the proposed restoration, repair, replacement and rebuilding and with such architect's certificates, waivers of lien, contractors' sworn statements and such other evidences of cost and payment as the **Mortgagee** may reasonably require and approve; and the **Mortgagee** may, in any event, require that all plans and specifications for such restoration, repair, replacement and rebuilding be submitted to and approved by the **Mortgagee** prior to commencement of work. No payment made prior to the final completion of the restoration, repair, replacement or rebuilding shall exceed Ninety percent (90%) of the value of the work performed from time to time; funds other than proceeds of insurance shall be disbursed prior to disbursement of such proceeds; and at all times the undisbursed balance of such proceeds remaining in the hands of the **Mortgagee**, together with funds deposited for the purpose or irrevocably committed to the satisfaction of the **Mortgagee** by or on behalf of the **Mortgagor** for the purpose, shall be at least sufficient in the reasonable judgment of the **Mortgagee** to pay for the cost of completion of the restoration, repair, replacement or rebuilding, free and clear of all liens or claims for lien. No interest shall be allowed to the **Mortgagor** on account of any proceeds of insurance or other funds held in the hands of the **Mortgagee**.

8. Condemnation. The **Mortgagor** hereby assigns, transfers and sets over unto the **Mortgagee** the entire proceeds of any award or claim for damages for any of the **Premises** taken or damaged under the power of eminent domain, or by condemnation. The **Mortgagee** may elect to apply the proceeds of the award upon or in reduction of the **Indebtedness Hereby Secured** then most remotely to be paid, whether due or not, or to require the **Mortgagor** to restore or rebuild the **Premises**, in which event, the proceeds shall be held by the **Mortgagee** and used to reimburse the **Mortgagor** for the cost of such rebuilding or restoring. If the **Mortgagor** is obligated to restore or replace the damaged or destroyed buildings or improvements upon the **Premises** under the terms of any lease or leases which are or may be prior to the lien of this Mortgage, and if such taking does not result in cancellation of such lease or leases, the award shall be used to reimburse the **Mortgagor** for the cost of restoration and rebuilding; provided always, that **Mortgagor** is not in default hereunder and that no Event of Default has occurred and is

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then continuing. If the **Mortgagor** is require or permitted to rebuild or restore the Premises as aforesaid, such rebuilding or restoration shall be effected solely in accordance with plans and specifications previously submitted to and approved by the **Mortgagee**, and proceeds of the award shall be paid out in the same manner as is provided in Section 7 hereof for the payment of insurance proceeds towards the cost of rebuilding or restoration. If the amount of such award is insufficient to cover the cost of rebuilding or restoration, the **Mortgagor** shall pay such costs in excess of the award, before being entitled to reimbursement out of the award. Any surplus which may remain out of the award after payment of such costs of rebuilding or restoration shall, at the option of the **Mortgagee**, be applied on account of the **Indebtedness Hereby Secured**, then most remotely to be paid, or be paid to any other party entitled thereto. No interest shall be allowed to **Mortgagor** on account of any award held by Mortgagee.

9. Prepayment Privilege. At such time as the **Mortgagor** is not in default either under the terms of the Note secured hereby or under the terms of this mortgage, the **Mortgagor** shall have such privilege of making prepayments on the principal of said Note (in addition to the required payments) as may provided in said Note.

10. Effect of Extensions of Time, Amendments, etc. 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.

11. Effect of Changes in Tax Laws. 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 and assessments or charges or liens herein required to be paid by **Mortgagor**, or changing in any way the laws relating to the taxation of mortgages or debts secured by mortgages 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 **Mortgagor**, 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** (a) it might be unlawful to require **Mortgagor** to make such payment or (b) the making of such payment might result in the 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 **Mortgagor**, to declare all of the indebtedness secured hereby to be and become due and payable sixty (60) days from the giving of such notice.

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12. Tax Due on Indebtedness Hereby Secured. If, by the laws of the United States or the laws of any state having jurisdiction in the **Premises**, any tax is due or becomes due in respect of the issuance of the **Indebtedness Hereby Secured**, the **Mortgagor** covenants and agree to pay such tax in the manner required by any such law. The **Mortgagor** further covenant to hold harmless and agree to indemnify the **Mortgagee** and the **Mortgagee's** successors or assigns, against any liability incurred by reason of the imposition of any tax on the issuance of the **Indebtedness Hereby Secured**.

13. Mortgagee's Performance of Mortgagor's Obligations. In case of default therein, the **Mortgagee** may, but shall not be required to, make any payment or perform any act herein required of the **Mortgagor** (whether or not the **Mortgagor** is personally liable therefor) in any form and manner deemed expedient to the **Mortgagee**; and the **Mortgagee** may, but shall not be required to, make full or partial payments of principal or interest on prior encumbrances, if any, and purchase, discharge, compromise or settle any tax lien or other prior lien or title or claim thereof, or redeem from any tax sale or forfeiture affecting the **Premises**, or contest any tax or assessment. All monies paid for any of the purposes herein authorized, and all expenses paid or incurred in connection therewith, including attorneys' fees and any other monies advanced by the **Mortgagee** to protect the **Premises** the lien hereof, shall be so much additional **Indebtedness Hereby Secured**, and shall become immediately due and payable without notice, and with interest thereon at the Default Rate specified in the Note (herein called the "**Default Rate**"). Inaction of the **Mortgagee** shall never be considered as a waiver of any right accruing to it on account of any default on the part of the **Mortgagor**. The **Mortgagee**, in making any payment hereby authorized (a) relating to taxes and assessments, may do so according to any bill, statement or estimate, without inquiry into the validity of any tax, assessment, sale, forfeiture, tax lien or title or claim thereof, or (b) for the purchase, discharge, compromise or settlement of any other prior lien, may do so without inquiry as to the validity or amount of any claim for lien which may be asserted.

14. Inspection of Premises. The **Mortgagee** shall have the right to inspect the **Premises** at all reasonable times, and access thereto shall be permitted for that purpose.

15. Events of Default. If one or more of the following events (Herein called "**Events of Default**") shall occur:

- (a) If default be made for ten (10) days in the due and punctual payment of the Note or any installment thereof, either principal or interest, as and when the

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same is due and payable, or if default be made for ten (10) days in the making of any payment of monies required to be made hereunder or under the Note; or

(b) If:

(i) **Mortgager** shall file a petition in voluntary bankruptcy under any chapter of the Federal Bankruptcy Act or any similar law, state or federal, now or hereafter in effect; or

(ii) The **Mortgager** shall file an answer admitting insolvency or inability to pay its debts; or

(iii) Within sixty (60) days after the filing against **Mortgager** of any involuntary proceedings under such Bankruptcy Act or similar law, such proceedings shall not have been vacated or stayed; or

(iv) The **Mortgager** shall be adjudicated a bankrupt, or a trustee or receiver shall be appointed for the **Mortgager** or for all or the major part of the **Mortgager's** property or the **Premises**, in any involuntary proceeding, or any court shall have taken jurisdiction of all or the major part of the **Mortgager's** property or the **Premises** in any involuntary proceeding for the reorganization, dissolution, liquidation or winding up of the **Mortgager**, and such trustee or receiver shall not be discharged or such jurisdiction relinquished or vacated or stayed on appeal or otherwise stayed within sixty (60) days; or

(v) The **Mortgager** shall make an assignment for the benefit of creditors or shall admit in writing its inability to pay its debts generally as they become due or shall consent to the appointment of a receiver or trustee or liquidator of all or the major part of its property, or the **Premises**.

(c) If default shall continue for ten (10) days after notice thereof by the **Mortgagee** to the **Mortgager** in the due and punctual performance or observance of any other agreement or condition herein or in the Note contained; or

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- (d) If the **Premises** shall be abandoned;

Then the **Mortgagee** is hereby authorized and empowered, at its option, and without affecting the lien hereby created or the priority of said lien or any right of the **Mortgagee** hereunder, to declare, without further notice all **Indebtedness Hereby Secured** to be immediately due and payable, whether or not such default be thereafter remedied by the **Mortgagor**, and the **Mortgagee** may immediately proceed to foreclose this Mortgage and/or to exercise any right, power or remedy provided by this Mortgage and the Note, by the Assignment or by law or in equity conferred.

16. Foreclosure. When the **Indebtedness Hereby Secured**, or any part thereof, shall become due, whether by acceleration or otherwise, the **Mortgagee** shall have the right to foreclose the lien hereof for such **Indebtedness** or part thereof. In any suit or proceeding to foreclose the lien hereof, there shall be allowed and included as additional indebtedness in the decree for sale, all expenditures and expenses which may be paid or incurred by or on behalf of the **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, title insurance policies, and similar data and assurances with respect to title, as the **Mortgagee** may deem reasonably necessary either to prosecute such suit or to evidence to bidders at sales which may be had pursuant to such decree, the true conditions of the title to or the value of the **Premises**. All expenditures and expenses of the nature in this Section mentioned, and such expenses and fees as may be incurred in the protection of said **Premises** and the maintenance of the lien of this Mortgage, including the fees of any attorney employed by the **Mortgagee** in any litigation or proceedings affecting this Mortgage, the Note or the **Premises**, including probate and bankruptcy proceedings, or in preparation for the commencement or defense of any proceeding or threatened suit or proceeding, shall be immediately due and payable by the **Mortgagor**, with interest thereon at the interest thereon at the **Default Rate**.

17. Proceeds of Foreclosure Sale. The proceeds of any foreclosure sale of the

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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 items as are mentioned in the preceding paragraph hereof; second, all other items which under the terms hereof constitute secured indebtedness additional to that evidenced by the Note with interest thereon as herein provided; third, all principal and interest remaining unpaid on the Note; fourth, any overplus to **Mortgagor**, his heirs, legal representatives or assigns, as their rights may appear.

18. Receiver. 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 or insolvency of **Mortgagor** 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 deficiency, during the full statutory period of redemption, whether there be redemption or not, as well as during any further times when **Mortgagor**, 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 Hereby Secured**, 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.

19. Insurance Upon Foreclosure. In case of an insured loss after foreclosure proceedings have been instituted, the proceeds of any insurance policy or policies, if not applied in rebuilding or restoring the buildings or improvements, as aforesaid, shall be used to pay the amount due in accordance with any decree of foreclosure that may be entered in any such proceedings, and the balance, if any, shall be paid as the court may direct. In the case of foreclosure of this Mortgage, the court, in its decree, may provide that the **Mortgagee's** clause attached to each of the casualty insurance policies may be canceled and that the decree creditor may cause a new loss clause to be attached to each of said casualty insurance policies making the loss thereunder payable to said decree creditors; and any such foreclosure decree may further provide that in case of one or more redemptions under said decree, pursuant to the statutes in such case made

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and provided, then in every such case, each and every successive redemption may cause the preceding loss clause attached to each casualty insurance policy to be canceled and a new loss clause to be attached thereto, making the loss thereunder payable to such redemption. In the event of foreclosure sale, the **Mortgagee** is hereby authorized, without the consent of the **Mortgagor**, to assign any and all insurance policies to the purchase at the sale, or to take such other steps as the **Mortgagee** may deem advisable to cause the interest of such purchaser to be protected by any of the said insurance policies.

20. Release. **Mortgagee** shall release this mortgage and lien thereof by proper instrument upon payment and discharge of all **Indebtedness Hereby Secured** and payment of a reasonable fee to **Mortgagee** for the execution of such release.

21. Successors and Assigns. This Mortgage and all provisions hereof, shall extend to and be binding upon **Mortgagor** and all persons claiming under or through **Mortgagor**, and the word "**Mortgagor**" 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.

22. Provisions Severable. The unenforceability or invalidity of any provision or provisions hereof shall not render any other provision or provisions herein contained unenforceable or invalid.

23. Waiver of Defense. 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 Note hereby secured.

24. Captions and Pronouns. The captions and headings of the various sections of this Mortgage are for convenience only, and are not to be construed as confining or limiting in any way the scope or intent of the provisions hereof. Whenever the context requires or permits, the singular shall include the plural, the plural shall include the singular shall include the plural, the plural shall include the singular and the masculine, feminine and neuter shall be freely interchangeable.

25. Addresses and Notices. Any notice which any party hereto may desire or

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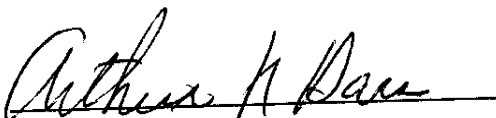
may be required to give to any other party shall be in writing, and the mailing thereof by certified mail to the following addresses, or to such other place as any party hereto may by notice in writing designate, shall constitute service of notice hereunder:

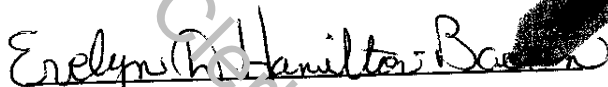
(a) If to the **Mortgagee:**

LIVELY, PADFIELD & STOUT, L.L.P.,
C/O John R. Lively
1155 Burnett Plaza 801 Cherry Street,
Unit 20,
Fort Worth, TX 76102

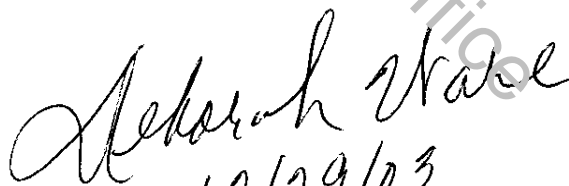
(b) If to the **Mortgagor:**

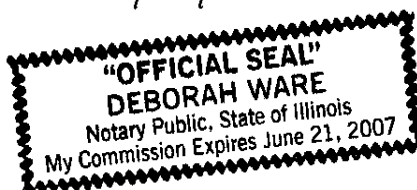
ARTHUR K. BACON and EVELYN D. HAMILTON-BACON
8134 S. Elizabeth
Chicago, IL 60620


ARTHUR K. BACON


EVELYN D. HAMILTON-BACON

C:\PAC.LITIGATION.Hatco.mortgage note.wpd


12/29/03



UNOFFICIAL COPY**PROMISSORY NOTE****\$36,055.00****Cook County, Illinois**

FOR VALUE RECEIVED, the undersigned promises to pay to the order of **RHE HATCO, INC.**, this *29th* day of *December*, 2003 the principal sum of THIRTY SIX THOUSAND FIFTY FIVE AND 00/100 DOLLARS and interest from September 15, 2003 on the balance of principal remaining from time to time unpaid at the rate of 7.00% percent per annum, such principal sum and interest to be payable in installments as follows: ONE THOUSAND AND 00/100 DOLLARS (\$1,000.00) on the fifteenth day of each month for 41 months commencing on October 15, 2003 and thereafter for 40 consecutive months until the balance and all interest is paid in full.

All payments on account of the indebtedness evidenced by this note shall be first applied to interest on the unpaid principal balance and the remainder to principal.

Each of said installments of principal shall bear interest after maturity at the highest rate now permitted by Illinois law, and the said payments of both principal and interest are to be made at such place as the legal holders of this note may, from time to time, in writing appoint, and in the absence of such appointment, then at the office of:

LIVELY, PADFIELD & STOUT, L.L.P.
 C/O John R. Lively
 1155 Burnett Plaza
 801 Cherry Street, Unit 20
 Fort Worth, TX 76102

The payment of this note is secured by mortgage, bearing even date herewith to, on the property located at 8134 S. Elizabeth, Chicago, Illinois, owned by the undersigned, in the amount of \$36,055.00, and it is agreed that at the election of the holder or holders hereof and without notice, the principal sum remaining unpaid hereon, together with accrued interest thereon, shall become immediately due and payable at the place of payment aforesaid in case of any default in the payment of principal or interest when due in accordance with the terms hereof or when default shall occur and continue for three days in the performance of any other agreement contained in said mortgage, or in case the right so to elect shall accrue to the holder or holders hereof under any of the provisions contained in said mortgage. In the event of default by the undersigned, the holder of the note shall be entitled to collect all costs incurred, including attorney fees, in enforcing the terms of the note.

All parties hereto severally waive presentment for payment, notice of dishonor, protest and notice of protest.

Arthur K Bacon 12-29-03
ARTHUR K. BACON

Evelyn D Hamilton Bacon 12/29/03
EVELYN D. HAMILTON-BACON

**PLEASE SIGN
& DATE**