#4463

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THIS INDENTURE, ma	te November 1	5, 1994	. 19	between				
Robert L. Petty								
			·					
7215 S.Eberhari (NO. ANI	STREET	Ch_ (CIT	icago,1. Yi	(STATE)		()4(17483	()
herein referred to as "Mo					1			• •
Hallmark Builds				ere a managament of a	}			
3530 W. Peterson	1 #206	CI	ucago.	IL. (STATE)				
(NO. AND herein referred to as "Mo		10.11	1)	(STATE)		Above Space for Recorder's	Use Only	
		ly indebted to the	CMOTERA	ee pursuant to a	Retail Insta	!!ment Contract of even date h	erewith, in the	Amount
principal balance of the A Contract from tage to tim 30 dates and 22 celebrate with interest after is made payable at such ple of the holder at Hackmen NOW, THEREFOR Installment Contract and the presents CONVEY AND estate, right, title and interest COUNTY OF Country Of Count	respect, in and by which movim. Financed at the example of the manager of the Annual ceast the logical field of the Mortgage, and the WARRANT unto the Morest therein, situate, by rock.	Annual Percent monthly in don the same of Percentage Riconsract may, from 3530 W. Secure the paymentormance of the fact are a being in April 10 feet.	ortgugors pi age Rate of nstallments day of each ate of2. complime to o Peter. Peter. pen of the secondaris he Morigagithe	omise to pay to 23,988 9 9 9 9 9 9 9 9 9 9 9 9 9 9 9 9 9 9	he said Amu 6.18 iter, with a fi appoint, and go.11. its herein con- s and assigns Chicago	ount Financed together with a naccordance with the terms of a stated in the contract, and a stated in the contract, and a fin the absence of such appoint the terms, provisions and to tained, by the Mortgagory to be s, the following described Rea——AND STATE on to Park Manor in the of the Third Principal	Finance Charge the Retail Insect the Retail Inse	ge on the stallment eginning bredness the office that Retail oby these il of their
PERMANENT REAL E	STATE INDEX NU	MBER:	20-27-2	210-40/	,	DEPT-01 RECORDING		\$23.5
ADDRESS OF PREMI	SES:		7215 S	.Eberhart		147999 TRAN.6617 1	2/ 28/ 94_1;	}
PREPARED BY:			3530 W	rk Buxlde Peterson 11,6065	#206	#0878 # DW #-	04-07	· .
which, with the property he	erinatter described, is re	eferred to hereir	i as the "pro	emises."		75 0407	18 30	
TOGETHER with all long and during all such time all apparatus, equipment or single units or centrally co-coverings, awnings, stoves agreed that all similar apparaments and the real TO HAVE AND TO	I improvements, tenesis es as Mortgagors may be articles now or hereaft introlled), and ventifation and water heaters. All of iratus, equipment or articlestate. HOLD the premises und Trights and benefits und	ents, easements, we entitled there ler therein and it on, including (w f the foregoing a ticles hereafter ito the Mortgagi der and by virtue	fixtures, an to twhich ar hereon used othout restring the declared placed in the and the fixtures.	d appurtenance pledged prime to supply heat icting the forej to be a part of size premises by Mortgagee's su	arily and on, gas, air con going), scree aid real estal Mortgagors ccessors and	longing, and all rents, issues an a parity with said rendestate an ditioning, water, light, power, one, window shade, storm do te whether physically ratashed or their successors or assigns, forever, for the purpothe State of Illinois, which said	d not secondar refrigeration () rs and window thereto or not, shall be considued, ses, and upon	whether whether ws. floor and it is dered as
incorporated herein by (ists of two pages. The reference and are a p and seal of Mortg	part hereof an	d shall be	binding on M	lortgagors,	on page 2 (the reverse side , their heirs, successors an	of this morta d assigns.	ige) are
PLEASE PRINT OR TYPE NAME(S) BELOW SIGNATURE(S)	X (1) cleant Robert E. Pett	ty Ve	an .	SeaD				eal)
State of Illinois, County of	Cook the State aforessid, DO H	IEREBY CERTI	FY that	obert E.I	l. the und Petty (A	ersigned, a Notary Public in and for Widowert	unid County in	337
IMPRESS SEAL HERE	personally known to me to person, and acknowledged uses and purposes therein	tisat h_e_ ni	gnock sealed	and delivered the	and instrume		ed before me this id soluntary act.	. 1
Green under my hand and offic Commission expires	"OFFICIAL COMMISSION OF THE CO	AL SEA STAVINS STATE OF MEH ON EXPIRES 5/1		O	vember f	fer	IS	Public

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ADDITIONAL CONVENANTS, CONDITIONS AND PROVISIONS REFERRED TO ON THE DEVERSE SIDE OF THE MORD GAGE AND INCORPORATED THEREIN BY REFERENCE

- 1. Morigagors shall (1) promptly repair, restore or rebuild any holdings or improvements now or hereafter on the premises which now become domined or he destroyed, (2) keep and premises in good condition and repair, without waste and free from mechanic or other limits or claim for the neither or claims which may be secured by a hen or charge on the premises supercor to the lien hered and open request exhibit antiafactory evidence of the discharge of such prior lien to Mortgagee or to holder of the contract, (4) complete within a reasonable time any building or buildings now or at any time in process of evertum upon said premises, (b) comply with all requirements of law or minimipal ordinances with respect to the premises and the use thereof; (6) make no material alterations in said premises except as required by law or minimipal ordinance.
- 2. Morigagors shall pay before any penalty attaches all general taxes and shall pay special axes, special assessments, water charges, sewer service charges, and other charges against the premises when due, and shall upon written request, furnish to Morigagee or to holders of the contract duplicate receipts therefor. To prevent default hereunder Morigagors shall pay in full under protest, in the manner provided by statute, any tax or assessment which Morigagors may desire to contest.
- 3. Mortgagors shall keep all buildings and improvements now and hereafter situated on said premises membed against loss or damage as fire hightning and windstorm under policies providing for payment by the insurance companies of memers afficient either to pay the cost of replacing or repairing the same of to pay in full the indebtedness secured hereby, all in companies satisfactory to the holders of the containt, under insurance policies psyches in case of one of damage, to Mortgagee, such rights to be evidenced by the standard mortgage clause to be attached to each policy, and shall deliver all policies in finding additional and renewal policies to holder of the contract and in case of insurance about to expire, shall deliver renewal policies in days pind to the respective dates of expiration.
- 4 In case of default therein, Mortgages or the holder of the contract may, but need not, make any payment or perform any not betein effore required of Mortgagors in any form and menner deemed expedient, and may, but need not, make full or partial payments of principal or interest on prior encumbrances, if any, and purchase, discharge, to opposite any tax sale or forfeiture, affecting said premises or centest any tax or seasment. All moneys paid for any of these purposes berein authorized and all expenses paid or incurred in connection therewith, including afformers' feek, and are other moneys advanced by Mortgages of the holders of the contract to protect the mortgage of premises and the benchest shall be so much additional indebtedness secured hereby and shall become immediately due and payable without notice. Inaction of Mortgages or holders of the contract shall never be considered as a way riof any right accruing to them on account of any default hereunder on the part of the Mortgagors.
- 5. The Mortgagee or the holder of the for tract hereby secured making any payment hereby authorized relating to taxes and assessments, may do so according to any bill, statement or estimate produced (for, the appropriate public office without inquiry into the accuracy of such bill, statement or estimate or into the validity of any tax, assessment, sale, forficiture, tax her, or late or claim thereof
- 6 Mortgagors shall pay each item of indebte its skiberein mentioned, when due according to the terms bereof. At the option of the holder of the contract, and without notice to the Mortgagors, all unpaid indebtedness secured by the Mortgage shall notwithstanding anything in the contract of in this Mortgage to the contrary, become due and payable (a) in the case of default in making payment of any instalment on the contract which default shall continue for three days in the preformance of any other agreement of the Mortgagors herein contained.
- 7. When the indebtedness hereby secured shall become die whither by acceleration or otherwise. Mortgagee shall have the right to foreclose the hen 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 Mortgagee or holder of the contract for attorneys fees, appraiser's fees, outlays for documentary and expense which may be stenographers' charges, publication costs and costs (which may be entryted as to items to be expended after entry of the decree of precuring all such abstracts of title, title searches and examinations, guarantee policies. Torrens ce tifle at a sand 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 as for to endence to bidders at any sale which may be had pursuant to such decree the true 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 in united by Mortgagee or holder of the contract in connection with its 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 mit for the foreclosure hereof after accrual of such right 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, on account of all costs and expenses incident to the foreclosure proceedings, including all such items as are mentioned; a the preceding paragraph hereof, second, all other items which under the terms hereof constitute secured indebtedness additional to that evidenced by the contract, hird, all other indebtedness, if any remaining unpaid on the contract, fourth, any overplus to Mortgagors, their heirs, legal representatives or assigns as their right, may supear
- 9. Upon, or at any time after the filing of a bill to foreclose this mortgage the court in which so hall in filed may appoint a receiver of said premises. Such apointment may be made either before or after sale without notice, without regard to the solvency or oscillatory of Mortgagers at the time of application for such receiver and without regard to the then value of the premises of whether the same shall be then occupied as a consected or not and the Mortgager hereinfan may be appointed as any breceiver. Such receiver shall have power to collect the rents, issues and profits of said premise? 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 he redemption is not, as well as during any further 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 way be necessary or are usual in such cases for the protection, possession, control, management and operation of the premises during the vivide 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 mile victions secured hereby, or by any decree foreclosing this Mortgage or any tax, special assessment or other hen which may be or become superior to the hen hereby 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 hen or any provision hereof shall be subject to any defense which would not be good an invalidation to the parts interposing same in an action at law upon the contract hereby secured
- 11. Mortgagee or the holder of the contract shall have the right to inspect the premises at all reasonable times and access thereto shall have the right to inspect the premises at all reasonable times and access thereto shall be premised for that purpose.
- 12. If Morigagors shall sell, assign or transfer any right, title or interest in said premises, or any portion thereof, without the written consent of the holder of the Quartract secured hereby, holder shall have the right, at holder's option, to deloare all unpaid indebtedness secured by this mortgage to be immediately due and payable, anything in said contract or this mortgage to the contrary notwithstanding

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Date.		The state of the s	Mortgagee _		
D E	NAME	SWITE 1973		,	FOR IRCORDERS INTO A STREET STREET ADDRESS OF ABOVE OF STREET PROPERTY HERE
L I	STREET	2.1 4			
V E	cm	. .			Proc Battaria Cities Property 16.

INSTRUCTIONS

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