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THIS INDENTURE, made October 31 James Richards & Barbara Richards 2910 North Mitchell Arlington Heights, Illinois (CITY) (NO AND STREET) herein referred to as "Morrgagors," and Joseph Paczosa & Nancy Paczosa 7215 Lyons, Morton Grove, Illinois (NO AND STREET) (CITY)

herein referred to as "Mortgagee," witnesseth

Above Space For Recorder's Use Only

DEFT-01 RECORDING

1985, and all of said principal an interest are made payable at such place as the holders of the note may from time to time, in writing appoint, and in abscace of such appointment, then at the life of the Mortgagee at c/o Henry Szochowicz, 222 South Riverside Plaza,

Suite 1260. Chicago. Climois 60606

NOW, THEREFORE, the Mortgago: assecute the payment of the sudprincipal sum of money and said interest in accordance with the terms, provisions and limitations of this mortgage, and the performance of the coverants and agreements herein contained, by the Mortgagors to be performed, and also in consideration of the sum of One Dollar in head, and, 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 Arlangton Heights, COUNTY OF COOK.

AND STATE OF ILLINOIS, to with

10T 1 in Block 1 in Fairfield, leing a subdivision of the East 25 acres of the West 1/2 of the South East 1/4 (Except the North 20 Fores thereof) in Section 18, Township 42 North, Range 11, East of the Third Princy, 11 Meridian according to the Plat thereof recorded July 5, 1929 as Document Number 10410934, in Cook County, Illinois.

- 0000 Vol. Permanent Index Number: 03 - 18 - 404 - 007



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

which, win the property nereinance described, is referred to nere to as the "premises."
TOGETHER with all improvements, tenements, ease-ments, instructs, and appurtenances thereto being ging, and all rents, issues and profits thereof for so long and during all such times as Morigagors may be entitled thereto (which are piedged primarily and on a parity of the 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, stater, light, power, refrigeration (whether single units or centrally controlled), and ventilation, including (without restricting the foregoing), screens, win to yis hades, atorm 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 Mortgagers of their successors or assigns shall be considered as constituting part of the real estate.

TO HAVE AND TO HOLD the premises unto the blortgagee, and the Mortgagee's successors and assigns, forever, for the surposes, and upon the us. s herein set forth, free from all rights and benefits under and by virtue of the Homestead Exemption Laws of the State of Illinois, y nich said rights and benefits the Mortgagors do hereby expressly release and waive.

The name of a record owner is: James Richards

This mortgage consists of two pages. The coven sats, conditions and acord-loss appearing on page 1 (the reverse side of this mortgage) are incorporation by reference and are a part hereof and shall be binding on Mortgagues, their he is, successors and ossigns.

Witness the hand . . . and seal . . . of Mortgagors the day and year first above written

PLEASE PRINT OR (PE NAME(S) BELOW SIGNATUREISI James Richards

Barbara & chards

COOK State of Illinois, County of in the State aforesaid, DO HEREBY CERTIFY that

t, the undersigned, a Notary Public in and for said County James and Barbara Richards are

| RESERVA | |
|---------|--|
| SEAL | |
| HERE | |

ersimally known to me to be the same person 8 whose name 8 subscribed to the foregoing instrument, populated before me this day in person, and acknowledged that they signed, sealed and delivered the said instrument as persubally known to me to be the same person 8 free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

| Given under my hand | l and official ระเมโ. เ | hm 31st |
|---------------------|-------------------------|---------|
| Commission expires | August 12 |) |

This instrument was prepared by Joseph J. Klein, 1620 Colonial Parkway, Suite 2 South, Invernous

(STATE)

Mail this instrument to Henry Szachowicz 222 South Riverside Plaza, Suite 1200,

INAME AND ADDRESS! 60606 Illinois Chicago,

COPGE THE REVERSE SIDE OF THIS THE COVENANTS, 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 in 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 firen 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 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 be premises and the use thereof. (5) make no material alterations in said premises except as required by law or municipal ordinance.
- 2. Mortgagors shall pay before any penalty attaches att general taxes, and shall pay special taxes, special assessments, water enarges, sewer service charges, and other charges against the premises when due, and shall, upon written request, furtish to the Mortgagor deplicate receipts therefor. To prevent default bereinder Mortgagors shall pay in full under protest in the manner provided by statute, any tax or assessment which Mortgagors 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 therein, or imposing upon the Mortgagee the payment of the whole or any part of the taxes or assessments or charges or liens between requires to be paid by Mortgagors, or changing in any way the laws relating to the taxation of mortgages or debts secured by mortgages in the mortgage's interest in the property, or the manner of collection of taxes, so as to affect this martgage or the debt secured hereby or the holder thereof, then and in any such event, the Mortgagors, upon demand by the Mortgagee, shall pay such taxes or assessments, or require Mortgagees to make such payment or the the mortgagers to make such payment or the the mortgagers to make such payment or the the mortgage 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 Mortgagots, to declare all of the indebtedness secured bereby to be and become due and payable sixty (60) days from the giving of such notice.
- 4. If, by the laws of the United States of America or of any state having juvisdiction in the premises, any tracis due of becomes due in respect of the issuance of the note hereby secured, the Mortgagous 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 incemnify the Mortgagoe, and the Mortgagoe's successors or assigns, against any liability neutred by reason of the imposition of any tax on the issuance of the note secured hereby.
- 5. At such them us the Mortgagots are not in default either under the terms of the note secured hereby or under the terms of this mortgage, the Mortgators 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. Mortgagots shall keep all buildings and improvements now or hereafter situated on said premises it suited against loss or damage by fire, lightning and wint so member policies providing for payment by the insurance companies of moneys sufficient either to pay the cost of teplacing or repairing, the same or to pay in full the indebtedness secured hereby all in companies satisfactory in the Mortgager, under insurance policies pay are in case of loss or damage, to Mortgager, such rights to be evalenced by the standard mortgage clause to be attached to each policy, and shall deliver all policies, including additioned and tenewal polaces, to the Mortgager, and in case of insurance about to expire, shall deliver enewal policies not less than ten days prior to the respective dates of expiration.

 7. In case of default therein, Mortgager may, but need not, make any payment or perform any act herembefore 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 encumbrances, if any, and purchase, discharge, compromise or settle any tax lien or other prior ten or title or claim thereof, or redeem from any tax sale or forfeiture affecting said portors or contest any tax or assessment. All moneys paid for any of the purposes begin authorized and all expenses paid or incurred in connection therewith, including attorneys' fees, and any other moneys advanced by Mortgager to protect the mortgaged premises and the lien here it, shall be so much additional indebtedness secured hereby and shall become immediately due and payable without notice and with interest the Mortgager on account of any default hereunder on the part of the Mortgagors.

 9. The Mortgager making any payment bereits and adaption assessments, may do so according in any shill statement.
- B. The Mortgagee making any payment bereby in thorized relating to taxes or 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, sak, forfeiture, tax lies, in otte or claim thereof.
- 9. Mortgagors shall pay each item of indebtedness herein mentioned, both principal and interest, when due according to the terms hereof. At the option of the Mortgagee and without notice to front agors, all impaid indebtedness secured by this mortgage shall industry standing anything in the note or in this mortgage to the contrary, become due and payable (a) immediately in the case of default in making payment of any installment of principal or interest on the note, with when default shall occur and continue for three days in this performance of any other agreement of the Mortgagors herein contained.
- 10. When the indebtedness hereby secured shall become due whether by acceleration or otherwise, Mortgagee shall have the right to foreclose the lien hereof. In any suit to foreclose the lien hereof, they wall be allowed and included as additional indebtedness in the decree for sale all expenditures and expenses which may be paid or incured by or on behalf of Mortgagee for attorneys' fees, appraiser's 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 abstraces of title, title searches, and examinations, title insurance policies. Torrens certificates, and similar data and assurances with respect to rate as Mortgagee is by deem to be reasonably necessary either to prosecute such suit or to evidence to hidders at any sale which may be have 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, with interest there is, on the highest title may permitted by Illinois law, when paid or incurted by Mortgagee in connection with (a) any proceeding, including probate and bankruptes proceedings, to which the Mortgagee shall be a party, either as plaintiff, claimant or defendant, by reason of this mort age or any indebtedness basely secured, or (b) preparations for the compencement of any suit for the foreclosure hereof after accrual or to proceeding, after the premises or the security hereof.
- 1). The proceeds of any forcelosure sale of the premises shall be distributed and applied in the following order of printing 1 ast, on account of all costs and expenses incident to the fareclosure proceedings, including all such items as are rectained in the preceding paragraph bereof, second, all other tems which turder the terms bereof constitute secured indebtedness additional to that evalenced by the note, with interest thereon as herein provided; third, all principal and interest remaining unpaid on the note fearth, any overplus to Mortigagors, 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 used either before or after sale, without notice, whose regard to the subsence or insolvency of Mortgagors at the time of application for such receiver and without regard to the then value of the memors or whether the same shall be then occupied as a homestead or not, and the Mortgagor may be appointed as such receiver. Such receives shall have power to collect the rems, issues and profits of said premises during the pendency of such foreclosure suit and, in case of a sale shall have fisiency, during the full statutory period of redeontion, whether there he redemption or not, as well as during any further times when Mortgagors, except for the inservention of such receiver, would be entitled to collect such tents, 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 promises during the whole of said period. The Court from time to tine may authorize the receiver to apply the net income in his bands in postment of 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 deliciency.
- 13. No action for the enforcement of the lien or of any provision hereof shall be subject to any defense which would not be given and available in the party interpoling same in an action at law upon the note hereby secured.
- 14. The Mortgagee shall have the right to inspect the premises at all reasonable times and access thereto shall be permitted for that DISTURBE.
- 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 thereor be extended or varied or if any part of the security be released, all persons now or at any time bereafter liable theirfur, or interested in said premises, shall be held to assent to such extension, variation or release, and their liability and the hen and all provisions bereof 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
- 17. Mortgagee shall release this mortgage and lien thereof by proper instrument upon payment and discharge of ail indebteduess secured hereby and payment of a teasonable fee to Mortgagee for the execution of such telease.
- 18. This mortgage and all provisions bereaf, shall extend to and be binding upon Mortgagors and all prisons claiming under or through Mortgagors, and the word "Mortgagors" when used herein shall include all such persons and all persons hable 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