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	N SCCORD MUNTONOL	╡
THIS INDENTURE, ma	ideNavember 23, 19 .85 , between	None
	Loza	85314733
1103 S. Hun	t Club #124 Mount Prospect 111Inols state) (City) (State)	
(NO AND Sherein referred to as "Mo	STREET) (CITY) (STATE) ortgagors," and	
	Bank of Downers Grove/Lombard	
	d. Downers Grove, 11. 60515 STREET) (CITY) (STATE)	
ONA ON	STREET) (SITY) (STATE)	About France Book and a second
herein referred to as "Mo	• •	Above Space For Recorder's Use Only
HAT WHEREAS	the Mortgagers are justly indebted to the Mortgagee upon the model 1004300 and 007100	dallment note of even date herewith, in the principal sum of
(\$/83, UUI , UU		
sum and interest at the rate and in installments as provided in said note, with a final payment of the balance due on theday of		
of such appointment, then at the affice of the Mortgagee at 2800. S. Finley Rd. Downers Grove, 11, 60515		
NOW, THEREFOR	45. the More work to secure the payment of the said minerial sum of	minutes and said interest in accordance with the terms need is used.
and limitations of this me consideration of the sum of Mortgagee, and the Mort	(B), the Morrowo's to secure the payment of the said principal sum of organe, and the performance of the covenants and agreements her of One Dollar in band paid, the receipt whereof is hereby acknowledgagee's successors at a cosigns, the following described Real Estate at	on contained, by the Mortgagors to be performed, and also in ed, do by these presents CONVEY AND WARRANT unto the dall of their estate, right, title and interest therein, situate, lying
and being in the YIII &C	THE OF MOUNT Proceed COUNTY OF COO	AND STATE OF ILLINOIS, to wit:
		DEG 82 6 23
SEE ATTACHE	ED PAGE.	
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PTN-08-14-401-071-1023		
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	0,	
E S Some	A P C M M 443 P V P C P M 4 4 4 9 3	
		16.00
u high with the property h	ereinafter described, is referred to herein as the "premises,"	Cy
TOGETHER was all	Limber-Marketter tangentante annualitante fortuna and annualitante	hereto be in ping, and all rents, issues and profits thereof for so
all apparatus, equipment of single units or centrally co	mes as Mortgagors may be entitled thereto (which are pledged primes in or articles now or hereafter therein or thereon used to supply heat, ga ontrolled), and ventilation, including (without restricting the foregon primes shows and beauty heaters. All of the foregon and a landar that	by and on a , ar ay with said real estate and not secondarily) and a said condition water, light, power, refrigeration (whether but) streams was the shader storm desired and not secondarily) and
	nings, stoves and water heaters. All of the foregoing are declared to it all similar apparatus, equipment or articles hereafter placed in the	
considered as constituting	Dari Di ine real estate.	
herein set forth, free from the Mortgagors do hereby	HOLD the premises unto the Mortgagee, and the Mortgagee's succe all rights and benefits under and by virtue of the Homestead Exempt expressly release and waive.	ion Laws of the State of L'inois, which said rights and benefits
The name of a record owner is:		
nerein by reference and are	s or two pages. The covenants, conditions and provisions appearing e a pugh hopeof and shull be binding in Morrgagors, their beles, succe and seals of Morrgagors the original year first above written.	on page 2 (the reverse side of this riorizage) are incorporated some and assigns.
without the hand		(Sval)
PLEASE PRINT OR	(Pamela Loza	(SVIII)
TYPE NAME(S) BELOW	(4) 1)	
"SIGNATURE(S)		(Scal)
State of Illmois, County of	Cook	I, the undersigned, a Notary Public in and for said County
	in the State aforesaid, DO HEREBY CERTIFY that	
IMPRESS	personally known to me to be the same person whose nam	e in subscribed to the foregoing instrument.
SEAL HERE	appeared before me this day in person, and acknowledged that . \$\frac{1}{2}\$	5. h. L. signed, sealed and delivered the said instrument as uses therein set forth, including the release and waiver of the
Given under my hand and o	official scale this Side of Care	hy Vesecreek Noon Public
	- A C. Darrela	Notary Public
This instrument was prepared by C. Henzie (NAME AND ADDRESS)		
Mail this instrument to WSB of Downers Grove/Lombard 2800 S. Finley Rd. Downers Grove, II. 60515 (NAME AND ADDRESS)		
(CITY) (STATE) (ZIP CODE)		
(ZIP CODE)		

THE COVENANTS, CONDITION OF THIS MORTGAGE!

- 1. Mortgagors shall (1) promptly repair, restore or rebuild any buildings or improvements now or hereafter on the premises which muy become damaged or he 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 Mortgages: (4) complete within a reasonable time any buildings 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 taw or municipal ordinance.
- 2. Mortgagore than pay before any penalty attaches all general taxes, and shall pay special taxes, special assessments, water charges sewer applies thanges, and other charges against the premises when due, and shall, upon written request, furnish to the Mortgagos duplicate receipts therefor. To prevent default hereunder 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 thereon, or imposing upon the Mortgagee the payment of the whole or any part of the taxes or assessments or charges or lient herein required to be paid by Mortgagors, or changing in any way the laws relating to the taxation of mortgages or debts secured by mortgages or the mortgages'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 Mortgagors, upon demand by the Mortgagee, shall pay such taxes or assessments or relimburse the Mortgagors 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 Mortgagors, to declare all of the indebtedness secured hereby 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 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 Mortgagor, and the Mortgagor'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 to the 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 tost 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 the rame or to pay in full the indebtedness secured hereby, all in companies satisfactory to the Mortgagee, under insurance policies payable, ir. 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 review; policies not less than ten days prior to the respective dates of expiration.
- 7. In case of default therein, Morgage may, but need not, make any payment or perform any act hereinbefore required of Morgagora in any form and manner deemed expedent 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 lien or title or claim thereof, or redoem from any tax sale or forfeliure affecting said premites or contest any tax or assessment. All moneys paid for any of the purposes herein authorized and all-expenses paid or incurred in connection therewith, including attorneys' fees, and any other moneys advanced by Morgagee to protect the mortgaged premises and the lien hereof, show so so much additional indebtedness secured hereby and shall become immediately due and payable without notice and with interest the room 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 authorized 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, sale, forfeiture, tax lien or title, 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 Mortgage's, all unpaid indebtedness secured by this mortgage shall, notwith-standing anything in the note or in this mortgage to the contrary, be some due and payable (a) immediately in the case of default in making 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 shell become due, whether by acceleration or otherwise. Mortgages shall have the right 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 one behalf of Mortgages for attorneys' fees, appraiser's fees, outlays' for documentary and expert evidence, atenographers' charges, publication costs and costs (which may be estimated as to be figureded after entry of the decree) of procuring all such abstracts of title, title exarches, and examinations, title insurance policies. To the certificates, and similar data and assurances with respect to title of Mortgages 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 true condition of the title to or the value of the premises. All expenditures and expenses of the nature in this part graph mentioned shall become so much additional indebtedness secured hereby and immediately due and payable, with interest thereon at the highest rate now permitted by Illinois law, when pald or incurred by Mortgages in connection with (a) any proceeding, including probate and analysis hereby secured; or (b) preparations for the commencement of any suit for the foreclosure hereof after accrual of such right to foreclose whether or not actually commenced; or (c) preparations for the defense of any actual or threatened suit or proceeding which might affect the premises or the accuration hereof.
- 11. 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 an mentioned in the preceding paragraph hereof; second, all other lisms which under the terms hereof constitute secured indebtedness additional o that evidenced by the note, with interest thereon as herein provided; third, all principal and interest remaining unpaid on the note; for the any overplus to Mortgagors, 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 sale and to insolvency of Mortgagors 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 homestead or not, and the Mortgagor 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 Mortgagors, 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 secured hereby, 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.
- 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 accured.
- 14. The Mortgages shall have the right to inspect the premises at all reasonable times and access thereto shall be permitted for that apurpose.
- 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 indehtedness 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.
- 17. Mortgages 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 Mortgages 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 ilable 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.

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UNOFFICIAL COPY:

PARCEL 1: Unit 124 as delineated on survey of the following described real estate (hereinafter referred to as "Parcel"):
That part of Lot 1 in Kenroy's Huntington, being a Subdivision of part of
the East 4 of Section 14, Township 41 North, Range 11, East of the Third
Principal Meridian, which survey is attached as Exhibit "A" to Declaration of Condominium Ownership and of Easements, Restrictions and Covenants for Condominiums of Huntington Commons Apartment Homos-Section No. 1 Condominium (herein called Declaration of Condominium), made by American National Bank and Trust Company of Chicago, a national banking association, not personally but solely as Trustee under Trust No. 76632, recorded in the Office of the Cook County Recorder of Deeds as Document 22511116, together with an undivided .9894 percent interest in said forcal (excepting from said Parcel all the units thereof as defined and set forth in said Declaration of Condominium and survey).

PARCEL 2: Easement appurtment to and for the benefit of Parcel 1 as set forth in Declaration of Covnenats, Conditions and Restrictions and Easements for the Condomin'um of Huntington Commons Homeowners' Association dated September 17, 1973, and recorded October 2, 1973, as Document 22499659 and as creaced by Deed from American National Bank and Trust Company of Chicago, a rational banking association, as Trustee under Trust Agreement dated may 1, 1972, and known as Trust No. 76663 to Frank A. Schweifler and Leonora H. Schweifler, his wife, dated August 11, 1974, recorded October 21, 1974, as Document 22883371 for ingress and egress.

PARCEL 3: Easement appurtenant to and for the benefit of Parcel 1 as set forth in Easement appurtenant to and for the benefit of Parcel I as set forth in and created by Declaration of Easement dated February 11, 1971, as Document 21401332 and as Document 07. 2543467 made by LaSalle National Bank, a national banking association, as Trustee under Trust Numbers 33245, 35280, 19237 and 28948 and by Fasement Agreement and Grant dated August 23, 1971, and recorded August 24, 1971, as Document 21595957 made by LaSalle National Bank, a national banking association, as Trustee under Trust Numbers 42301 and 28948, for ingress and egress, in Cook County, Illinois int's Office in Cook County, Illinois.

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Property of Cook County Clerk's Office