OR RECORDER'S OFFICE BOX NO. ____

	nde December \lice Tyson,			. DEPT-OL RECORDING THILLI TRAN 4267	VII.25 - 12/18/85 - 15/53/00 연5 ~-명명 이소 오
7821 S. Paxt (NO. AND herein referred to as "M	con Ave., Ch smeeti ortgagors," and Bar	icago Cura bara Jenkins	IL (STATE)	. 41700 11 84	
55 W. Van Bu	iren St.,	Chicago	II.		
herein referred to its "M		(CHY)	(BIATE)	Above Space For Recon	der's Use Only
	., .	ly indebted to the Mortg	ngee upon the ins	addiment note of even date herewith,	in the principal sum of
sum and interest at the r 1986; and all of said pri of such appointment, the 55 W. Van Bu), payable to the orce ate and in installments as neighbord interest are ma- en at the office of the Mor Tren (C)11 cage	ler of and delivered to the provided in said note, with de payable at such place a ligage at The Of	Mortgagee, in and a final payment of the folders of the fice of I	ty which note the Martgagors promise the balance due on the ¹⁹ day o note may, from time to time, in writing Russel V. Sutton	to pay the said principal and in absence
consideration of the sum Mortgagee, and the Mor and being in the	rof One Dollar in Front pa tgagee's successors and as City of Chic	id, the receipt whereof is h signs, the following descri 1899 - COH	ereby acknowledge red Real Estate am NTY OF CO	noney and sald interest in accordance with contained, by the Mortgagors (if beid, do by these presents CONVEY ANI dall of their estate, tight, title and intercook	5 WARRANT unto the stitle therein, situate, fying store to the two is to write.
title to might the summer				The second secon	
		C_{j}			
COMPANY'S S	SUBDIVISION I	N SECTIONS 5	AND 6, 1	O CANAL AND DOCK OWNSHIP 37 NORTH, N, IN COOK COUNTY,	
	Phonunal habita	emana			
26 06	215	047-00	OO NIT		
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let 23	1-042				<u>ا</u> ن
which, with the property TOGETHER with a long and during all such ti all apparatus, equipment single units or centrally c coverings, inador beds, a or not, and it is agreed it considered as constituting	hereinafter described, is a ill improvements, tenemer imes as Mortgagors may be or articles now or hereaft controlled), and ventilatio wrings, stoves and water t act all similar apparatus, e g part of the real estate.	eferred to herein as the "; its, easements, fixtures, an e entitled thereto (which an er therein or thereon used n, including (without rest neaters. Alf of the foregoin quipment or articles here	id appurtenances if the pledged primarile to supply heat, garricting the foregoing are declared to buffer placed in the	neretto be but 2 and all rents, issues any aud off a parti with said real estate ares, air conditioning, water, light, power, ig), screens, window—hades, storm done a part of said real estate whether phypremises by Mortga, ors or their successors and asslens. (orever for the purposessors and asslens.)	refrigeration (whether ors and windard loor sically attached thereto sors or assigns shall be
herein set forth, free fron the Mortgagors do hereb	y expressiy rejease and wi	nve.		ssors and assigns, forever, for the purpoint Laws of the State of Indiani, which	الإسلام
The name of a record ow This mortgage consi	sts of two pages. The cove	nants, conditions and pro	visions appearing	. Tyson, his wife on page 2 (the reverse side of this non	gage) are incorporated
nerein by reference and a	ire a pari nervoi and shall , and sçal , , , of Morigag	be binding on Morigngors	, their heirs, succes	asors and assigns.	
PLEASE PRINT OR		SON	(Seat) A	LICE H. TYSON	(Seal)
TYPE NAME(S) BELOW SIGNATURE(S)	عنده المعادلة المعاد	t storer de hillèr d'Admer à stres à servent suprementant de servent de qui ave q	(Scal)		(Seul)
State of Illinois, County c		OO HEREBY CERTIFY	ss., that Warren	l, the undersigned, a Notary Public C. Tyson and Alic	in and for said County e H. Tyson
IMPRESS SEAL HERE	appeared before me th		owledged that _t	e are subscribed to the hey signed, scaled and delivered ses therein set forth, including the reli	
Given under my hand disc Commission expires	ditivial scal, this	18 day of	Decemb	er	19 85
This instrument was prepared	aredby Russel		55 W. Van	Buren, Chicago, I	Notary Public
Mail this instrument to	Russel V. S	(NAME AN	DADDRESS)		
	Chicago	(NAME ANI	ADDRESS)	IL	60605
	(CITY)	····	(STATE)	(ZIP CODE)

THE COVENANTS, CONDITIONS OF THE MEDITION STREET ON TO ON AGE POTTE REVERSE SIDE OF THIS

- 1. Mortgagors shall (1) promptly tepsic, sestore 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 hullding or buildings now or at any time in process of crection 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. Mortgagors 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 the Mortgagee duplicate receipts therefor. To prevent default hereunder Mortgagors shall pay in full under protest, in the manner provided by statute, any tax of assessment which Mortgagors may desire to contest.
- 3. In the event of the enactment after this date of any law of lilinois 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 liens herein required to be paid by Mortgagers, or changing in any way the laws relating to the laxation 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 Mortgages, upon demand by the Mortgagee, shall pay such taxes or assessments, or eliminuse the Mortgagee therefor; provided, however, that if in the opinion of compact for the Mortgagee (a) it might be unlawful to require 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 Mortgagoe, and the Mortgagoe'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 a: the Mortgagors are not in default either under the terms of the note secured hereby or under the terms of this mortgage, the Mortgagors could 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 ke p rll buildings and improvements now or hereafter situated on said premises insured against loss or damage by fire, lightning and windstorm under policies providing for payment by the insurance companies of moneys sufficient either to pay the cust of replacing or repairing 1/2 s me or to pay in full the indebtedness secured hereby, 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 regaw, policies not less than ten days prior to the respective dates of expiration.
- 7. In case of default therein, Mortgarce may, but need not, make any payment or perform any act hereinbefore 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 encombrances, if any, and purchase, discharge, come onise or settle any tax lien or other prior lien or title or claim thereof, or redeem from any tax sale or forfeiture affecting said premis see to note 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 Mortgagee to protect the mortgaged premises and the lien hereof, she have so much additional indebtedness secured hereby and shall become immediately due and payable without notice and with interest the con 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 aut torized relating to taxes or assessments, may do so according to any bill, statement or estimate procured from the appropriate public office war out inquiry into the accuracy of such bill, statement or estimate or into the validity of any tax, assessment, sale, forfeiture, tax lien or its 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 Mortgagors, all unpaid indebtedness secured by this mortgage shall, notwith-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, 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 shall become due whether by acceleration or otherwise, Mortgagee shall have the right of foreclose the lien hereof. In any suit to foreclose the lien hereof, there and be allowed and included as additional indebtedness in the decree for sale all expenditures and expenses which may be paid or incurred by o on behalf of Mortgagee for attorneys' fees, appraiser's fees, outlays for documentary and expenses which may be paid or incurred by o on behalf of Mortgagee for attorneys' fees, appraiser's fees, outlays for documentary and expenses which may be paid or incurred by o on behalf of Mortgagee for attorneys' fees, appraiser's fees, outlays for documentary and expenses which may be paid such abstracts of title, title searches, and examinations, title insurance policies, Torrens certificates, and similar data and assurances with texpect to title as Mortgagee may deem to be reasonably necessary either to prosecute such suit or to evidence to bidders at any sale which may be nad 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 grap mentioned shall become so much additional indebtedness secured hereby and immediately due and payable, with interest thereon at the hir lest rate now permitted by Illinois haw, when paid or incurred by Mortgagee in connection with (a) any proceeding, including probate and brankruptcy proceedings, to which the Mortgagee 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 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 security 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 a 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 not; for th, 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 suc', camplaint is filed may appoint a receiver of said premises. Such appointment may be made either before or after sale, without notice, without exact to the solveney 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 homestend or not, and the Mortgagee may be appointed as such receiver, Such exciver shall have power to collect the rents, issues and profits of said premises during the pendency of such foreclosure suit and, in case or 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 secured.
- 14. The Mortgagee shall have the right to inspect the premises at all reasonable times and access thereto shall be permitted for that purpose.

- 16. 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.
- 17. Mortgagee 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 Mortgagee 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 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 the note secured hereby.
- 19. The provision of the closing statement date December 18, 1985 are incorporate herein.