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November 26 19 86 , between THIS INDENTURE, made DEPT-01 RECORDING Peter F. Olson & Marion B. Olson, his wife T#3333 TRAN 4452 12/02/04 10:07:00 219 North Merrill -04 12377 # A 672255 COOK COUNTY RECORDER Park Ridge IL 60068 (Č) TY) herein referred to as "Mortgagors," and Sears Consumer Finance 100 Corporate North, Suite 207 Bannockburn, Illinois 60015 Above Space For Recorder's Use Only nergin referred to as "Mortgagee," witnesseth: ), payable to the order of and delivered to the Morigagee, in and by which note the Morigagors promise to pay the said principal cs 26, 193, 03 sum and interest at the rate and in installments as provided in said note, with a final payment of the balance due on the 10th a day of December 19 9 found 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 Skokle Illinois of such appointment, then at the office of the Mortgagee at Lot 5 in Block 9 in Arthur T. McIntosh and Company's Home Addition to Park Ridge, being a Subdivision of the West half of the South West quarter of Section 25, Township 41 North, Range 12 East or the Third Principal Meridian (except the North 350 feet thereof) in Cook County, Illinois. which, with the property hereinafter described, is referred to berein as the "piemis 09-25-319-005 Permanent Real Estate Index Number(s): 219 N. Merrill, Park Ridge IL 60068 Address(es) of Real Estate: TOGI-THER with all improvements, tenements, casements, lixtures, and appurtenances thereto be logging, and all rents, issues and profits thereof for so long and during all such times as Mortgagors may be entitled thereto (which are pledged primarily and on a paracy with said real estate and not secondarily) and all apparatus, exprepenent 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 (sythout restricting the loregoing), screens, via dow shades, storm doors and windows, floor coverings, mador beds, awings, stores and water heaters. All of the recovering or declared to be a part of said, early date whether physically attached thereto or not, and it is agreed that all similar apparatus, equipment or articles hereafter placed in the premises by Mortgagors 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 both, free from all rights and benefits under and by virtue of the Homestead Exemption Laws of the State of Almore, which said rights and benefits the Mortgagors do hereby expressly release and waive.

Peter F. Olson & Marion B. Olson, his wife This mortgage consists of two pages. The covenants, conditions and provisions appearing on page 2 (the reverse side of this can gage) are incorporated herein by reference and are a part hereof and shall be binding on Mortgagors, their helps, successors and assigns. Aut Morgagues the day and year they above written Witness the hand (Seaf) PLEASE PRINT OR TYPE NAME(S) ankorito isan สมาคับให้คอเย WItness Peter F. Olson & Marion B. Olson, State of Illinois, County of in the State aforesaid, DO HEREBY CERTIFY that his wife 's are subscribed to the foregoing instrument, personally known to me to be the same person. S whose name. IMPRESS appeared before me this day in person, and acknowledged that the Cy signed, sealed and delivered the said instrument as BEAL HERE their free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of homestead

Commission expires

n) this magazina

instrument was prepared by William A. Barker, 100 Corporate North Suite 207 Bannockburn, IL 60015 Regional Finance Manager Sears Consumer Finance

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(CITY)

Liceter stouchons

100 Corporate North, Suite 207,

day of ...

1490

Bannockburn, Illinois 60015

OR RECORDER'S OFFICE BOX NO

Given under my hand and official seal, this

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(ZIP CODE)

THE COVENANTS, CONDITIONS AND PROVISIONS REFERRED TO ON PAGE 1 (THE REVERSE SIDE OF THIS MORTGAGE):

- 1. Mortgagors shall (1) promptly repair, restore or rebuild any buildings or improvements now or hereafter on the premises which may become demaged 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 tharge 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 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.
- 2. Mortgagors shall pay before any possity attaches all general tuxes, and shall pay 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 statule, 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 liens 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 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 Mortgagors, upon demand by the Mortgagee, shall pay such taxes or assessments, or relinburse the Mortgagee therefor; provided, however, that if in the opinion of counsel for the Mortgagee (a) it might be unlawful the 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 lasuance 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 in an ed by reason of the imposition of any tax on the issuance of the note secured hereby.
- 5. At such time as the Mortgagors are not in default either under the terms of the note secured hereby or under the terms of this mortgage, the Mortgagor, analy 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 at huildings and improvements now or hereafter situated on said premises insured against loss or damage by fire, lightning and windstries under policies providing for payment by the insurance companies of moneys sufficient either to pay the cost of replacing or repairing the same or to pay in full the indebtedness secured hereby, all in companies satisfactory to the Mortgager, under insurance policies payable, in or no floss or damage, to Mortgager, such rights to be evidenced by the standard mortgage clause to be attached to each policy, and shall deliver series including additional and renewal policies, to the Mortgager, and in case of insurance about to expire, shall deliver renewal policies not less than ten days prior to the respective dates of expiration.
- 7. In case of default therein, Mort agee may, but need not, make any payment or perform any act hereinbefore required of Mortgagors in any form and manner deemed expedient, rad may, but need not, make full or partial payments of principal or interest on print encumbrances, if any, and purchase, discharge, compromise or settle any tax lien or other prior lien or title or claim threof, or redeem from any tax sale or forfeiture affecting said premises or contest any tax or assessment. All moneys paid for any of the purposes herein authorized and all expenses paid or incurred in connection intensitif, including attorneys' fees, and any other moneys advanced by Mortgagoe to protect the mortgaged premises and the lien hereof, shall be so much additional indebtedness secured hereby and shall become immediately due and payable without notice and with interest thereon at the highest rate now permitted by litinois law. Inaction of Mortgagee shall never be considered as a waiver of any right accruing in the Mortgagee on account of any default hereunder on the part of the Mortgagors.
- B. The Mortgagee making any payment hereby audio and telating to taxes or assessments, may do so according to any bill, statement or estimate produced 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 officer claim thereof.
- 9. Mortgagors shall pay each item of indebtedness herein the mond, both principal and interest, when due according to the terms hereof. At the option of the Mortgagee and without notice to Mo igagins, 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 to 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 to foreclose the lien hereof. In any suit to foreclose the lien hereof, there small is 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 expert evidence, stemographers' charges, pidli ation costs and costs (which may be estimated as to items to be expended after entry of the decree) of producing all such abstracts if dile, title searches, and examinations, title insurance policies. Torrens certificates, and similar data and assurances with respect to take as Mortgagee may deem to be reasonably necessary either to prosecute such suit or to evidence to bidders at any sale which may be had rursu into such decree the true condition of the title to or the value of the premises. All expenditures and expenses of the nature in this palagraph' mentioned shall become so much additional indebtedness secured hereby and immediately due and payable, with interest thereon at the dishest rate now permitted by Illinois law, when paid or incurred by Mortgagee in connection with (a) any proceeding, including probate for a nay indebtedness hereby secured; or the preparations for the commencement of any suit for the foreclosure hereof after accrual of such rural to forecline whether or not actually commenced; or (c) preparations for the defense of any actual or threatened suit or proceeding, thick 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 I plowing order of priority: First, on account of all costs and expenses incident to the foreclosure proceedings, including all such items as see or minoned in the preceding pair graph hereof; second, all other items which under the terms hereof constitute secured indebtedness additions to that evidenced by the note, with interest thereof as herein provided; third, all principal and interest remaining unpaid on the note; fourth, 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 solvency or insolvency of Mortgagors at the time of application for such receiver and without regard to the then value of the exemises or whether the same shall be then occupied as a homestead or not, and the Mortgagore 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 feeclosure 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 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 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.
- 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 thereof be extended or varied or if may 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 Mortgages, notwithstanding such extension, variation or release.
- 17. Mortgague 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 time to time, of the note secured hereby.