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FOR THE RECORDER'S INDEX PURPOSES INSERT STREET ADDRESS OF ABOVE DESCRIBED PROPERTY HERE

Northlake, II. A.

219 S. Mannhoim Road Wit Bellwood, IL 60104

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

- 1. Mortgagors shall (1) peountly repair, endoe or rebuild any building or interdements now of 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 lies 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 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 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 Mortgages 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 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 Mortgages, shall pay such taxes or assessments, or reimburue the Mortgages therefor; provided, however, that if in the opinion of counsel for the Mortgages (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 Mortgages may elect, by notice in writing given to the Mortgagors, to declare all of the indebledness 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 say such tax in the manner required by any such law. The Mortgagors further covenant to hold harmless and agree to indemnify the Mortgagee, and the Mortgagee'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. The Mortgagor hereby waives any and all rights of redemption from sale under any order or decree of foreclosure of this Mortgage on its own shalf and on behalf of each and every person, except decree or judgement creditors of the mortgagor, acquiring any interest in or title to the premises absoquent to the date of the Mortgage. This paragraph is operative where allowed by Illinois Statutes.
- 6. Mortgagors shall been all buildings and improvements now or hereafter situated on said premises insured against loss or damage by fire, lightning and windstrem 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 Mortgagoe, under insurance policies payable, in case of loss or damage, to Mortgagoe, such rights to be evidenced by the standard mortgage clause to be attached to each policy, and that deliver all policies, including additional and renewal policies, to the Mortgagoe, and in case of insurance about to expire, shall deliver reviewal policies not less than ten days prior to the respective dates of expiration.
- 7. In case of default therein, Mo (ga se may, but need not, make any payment or perform any act hereinbefore required of Mortgagors 7. In case of default therein, Morga se may, but need not, make any payment or persum any act hereinbetore required or mortgagues 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 lien or title or claim thereof, 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 con-section therewith, including attorneys fees, and any other moneys advanced by Mortgagee to protect the mortgaged premises and the lien hered shall be much additional indebtedness secured hereby and shall become immediately due and payable without notice and with interest thereon at the post maturity rate of the note hereby secured. Inaction of Mortgages shall never be considered as a waiver of any right accruing to the Mortgage in account of any default hereunder on the part of the Mortgagors.
- 8. The Mortgages 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 with or claim thereof.
- 9. Mortgagors shall pay each item of indebtedness here's mentioned, both principal and interest, when due according to the terms hereof. At the option of the Mortgages and without notice to wortgagors, all unpaid indebtedness secured by this mortgage shall, notwithstanding 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 whe her by acceleration or otherwise, Mortgages shall have the right to foreclose the lien hereof. In any suit to foreclose the lien hereof, there death 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 Mortgages for attorneys' fees, appraiser's fees, outlays for documentary and expert evidence, stenographer's charges, puritication costs and costs (which may be estimated as to items to be expended after entry of the decree) of procuring all such abstract; a title, title scarches, and examinations, title insurance policies. Torrens certificates, and similar data and assurances with respect to title his Murtgages may deem to be reasonably necessary either to prove the such suit or to evidence to bidders at any sale which may be hat 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 parameter mentioned shall become so much additional indebtedness secured hereby and immediately due and payable, with interest thereon at the lost maturity rate of the note hereby secured, when paid or incurred by Mortgages in connection with (a) any proceeding, including probably and bankruptcy proceedings, to which the Mortgages shall be a party, either as plaintiff, claimant or defendent, by reason of this cartings or any indebtedness hereby secured; or (b) preparations for the commencement of any suit for the foreclosure hereof after sound of such right to foreclose whether or not setually 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 comentioned in the preceding paragraph hereof; second, all other items which under the terms hereof constitute secured indebtedness a ditional to that evidenced by the note, with interest thereon 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 premises or 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 the said and adficiency, during the full statutory period of redemption, whether there be redemption or not, as well as during any firster 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 Mortgages shall have the right to inspect the premises at all reasonable times and access thereto shall be permitted for that
- 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 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 Mortgages, 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 ressonable 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 liable for the payment of the indebtedness or any part thereof, whether or not such persons shall have executed the note of this mortgage. The word "Mortgages" when used herein shall include the successors and assigns of the Mortgages named begins and the holder or holders, from time to time, of the note secured hereby.
- 19. The mortgagor (or beneficial owner) will not transfer, smign or in any way hypothecate or attempt to transfer, satign or hypothecate their right, title, interest, or any beneficial interest in the property securing this Note without first obtaining the written coment of the holder. Upon any transfer, assignment or hypothecation of mortgagors right, title or interest to the property or any beneficial interest therein securing this Note, without the previous written consent of the holder, the principal balance remaining at the time of such transfer, assignment or hypothecation shall at the option of the holder immediately become due and psyable. The acceptance of any payment after such transfer, assignment or hypothecation shall not be construed as the consent of a holder to such assignment, transfer or hypothecation nor shall it affect the right to proceed with such action as the holder shall deem necessary.