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For Use With Note Form No. 1447

June 9. 1986 between Nancy Harris F/K/A Nancy McClearn and Florence C. Otahal 2400 S. 19th Avenue. Broadview, IL 60153 (CITY) (STATE) herein referred to as "Mortgagors," and ... West Brook Bank

86256179

10500 W. Cermak Rd., Westchester, II. (50153)
(NO. AND STREET) (CITY) Above Space For Recorder's Use Only herein referred to as "Mortgagee," witnesseth: THAT WHEREAS the Mortgagors are justly indebted to the Mortgagee upon the installment note of even date herewith, in the principal sum of Eight Thousand Live Hundred and 00/100 payable to the order of and delivered to the Mortgagee, in and by which note the Mortgagors promise to pay the said principal 8,500.00 186, and all of said principal at. Lin crest are made payable at such place as the holders of the note may, from time to time, in writing appoint, and in absence West Brook Bank of such appointment, then at the office of the Mortgagee at \_\_\_\_ NOW, THEREFORE, the Mortgagor, to secure the payment of the said principal sum of money and said interest in accordance with the terms, provisions and limitations of this mortgage, and the jet.or.nance of the covernant and agreements berein contained, by the Mortgagors to be performed, and also in consideration of the sum of One Dollar in hand paid, the receipt whereof is hereby acknowledged, do by these presents CONVEY AND WARRANT unto the Mortgagee, and the Mortgagee's successors and as "gos, the following described Real Estate and all of their estate, right, title and interest therein, situate, lying and being in the Village of Broady, e.g. COUNTY OF Cook AND STATE OF ILLINOIS, to with Lot 117 (Except the South 250 feet thereof) in Broadview a Subdivision in Section 22, Township 39 North, Range 12 East of the Third Principal Meridian, in Cook County. Illinois. The Note secured by this Mortgage and this Mortgage shall be immediately due and payable

upon the sale, assignment or transfer by contract for Deed or otherwise of the undersigned's interest in the premises pledged as Collateral for the Note without the prior written consent of the Lender which, with the property hereinafter described, is referred to herein as the "premises,"

Permanent Real Estate Index Number(s): 15-22-118-005-00	20/18	S TM RC 57 20
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Address(es) of Real Estate: 2400 S. 19th Avenue. Brond	1v16w,~11, 60,53	the state of the s

TOGETHER with all improvements, tenements, easements, fixtures, and appartenances thereto belon, any 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 part). 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, water, light, power, refrigeration (whether single units or centrally controlled), and ventilation, including (without rot tretting the foregoing), screens, window a ades, storm doors and windows, floor governors, imador betts, awnings, stores and water heaters. All of the foregoing are declared to be a part of said rou estate whether physically attached thereto or not, and it is agreed that all similar apparatus, equipment or articles heroafter placed in the premises by Mortgagors of one if successors or assigns shall be considered as constituting part of the real estate.

TO HAME AND TO HOLD the promises part of the Mortgagors and the Mortgagors of the real estate.

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

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parein by reference and	nce a part hereof and	shall be binding on 6	ns und provisions appearl lorigagors, their heirs, su	CLEANOLN HAIG BEETHERS	no side of this 15.77.0	i o) are incorporated
Witness the hand	and soul DEMo	ortgagors the day and	year first above written.		44	
PLEASE	Nanoy Harri	PYKIN Namus	year first above written.  MOCLOAPTI		7	MAIL (Stal)
PHINT ON LYPE NAME(S) GELOW GONATURIE(S)	2 Contes	ee Ola	hal ( ) (Seal)			(Seal)
Server of Henrice Comme		DiPago	ragio e que la medidade en la composição de la composição de la composição de la composição de la composição d Constituição de la composição d		ed a Nutary Public is	n and for said County

in the State aforesaid, DO HERERY CERTIFY that Noncy Harris F/R/A Nancy McClearn and ... Florence C. Qtahal personally known to me to be the same person (a..., whose name (a..., are ..., subscribed to the foregoing instrument, APPRESS appeared before me this day in person, and acknowledged that ... In OY, signed, sealed and delivered the said instrument wi SHEDE

THOLY free and volumnty net, for the uses and purposes therein set forth, including the release and waiver of the right of homestead. ...86 Maria

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ORRECORDÊR'S OFFICE BOX NO.....

## THE COVENANTS, CONDITION ON FROVISIONS BEFORED TO CONDUCE I THE REVERSE SIDE OF THIS

- 1. Mortgagors shall (1) promptly repair, resture 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 sathordinated 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 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 Mortgagor 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 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 mortgage'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 Mortgagee therefor; provided, however, that if in the opinion of counsel 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 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. At such time us 'he Mortgagors are not in default either under the terms of the note secured hereby or under the terms of this mortgage, the Mortgage, 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 see all buildings and improvements now or bereafter situated on said premises insured against loss or damage by fire, lightning and wind for 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 Mortgagee, under insurance policies payable, on case of loss or damage, to Mortgagee, such rights to be evidenced by the standard mortgage clause to be attached to each policy, and buildedness, including additional and renewal policies, to the Mortgagee, and in case of insurance about to expire, shall deliver reneval 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 hereinbefore required of Mortgagors in any form and manner deemed expedical, 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 prefixed on 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 Mortgager 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 force in at the highest rate now permitted by Illinois law. Inaction of Mortgager shall never be considered as a waiver of any right accruing to the Mortgage on account of any default hereunder on the part of the Mortgagors.
- 8. The Mortgagee making any payment hereby tuth rized 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 111 or claim thereof.
- 9. Mortgagors shall pay each item of indebtedness be ein mentioned, both principal and interest, when due according to the terms hereof. At the option of the Mortgagee and without notice to Mortgage, gors, all unpaid indebtedness secured by this mortgage shall, notwith-standing anything in the note or in this mortgage to the contrary, occor to due and payable (a) immediately in the case of default in making payment of any installment of principal or interest on the note, (c) (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 indebledness hereby secured shall become due who of by acceleration in otherwise, Mortgagee shall have the right to foreclose the lien hereof. In any suit 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 or on behalf of Mortgagee for attorneys, fees, appraiser's fees, outlays for documentary and expert evidence, stenographers' charges, of ication costs and costs (which may be estimated as to items to be expended after entry of the decree) of procuring all such abstracts of fille, title searches, and examinations, title insurance policies, Torreas certificates, and similar data and assurances with respect to title as Mortgagee may drem to be transonably necessary either to prosecute such suit or to evidence to bidders at any sale which may be not procured 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 praga ph mentioned shall become so much additional indebtedness secured hereby and himmeliately due and payable, with interest thereon it the highest rate now permitted by Illinois law, when paid or fucured by Mortgagee in connection with (a) any proceeding, including probate and bank ruptey proceedings, to which the Mortgage shall be a party, either as plaintiff, claimant or defendant, by reason of this mortgage of any indebtedness hereby secured; or (b) preparations for the defense of any actual or threatened suit or proceeding inch 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 collowing order of priority: First, on account of all costs and expenses incident to the foreclosure proceedings, including all such items a circ mentioned in the preceding paragraph between the control of the foreclosure proceedings, including all such items a circ mentioned in the preceding paragraph between the control of th
- 12. Upon or at any time after the filing of a complaint to foreclose this mortgage the court in which and complaint is filed may appoint a receiver of said premises. Such appointment may be made either before or after sale, without notice, with at regard to the kolvency or insolvency of Mortgagors at the time of application for such receiver and without regard to the then value of inspendies or whether the same shall be then occupied as a homestead or not, and the Mortgagoe 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 one of a sale and a deficiency, during the full statutory period of redemption, whether there be redemption or not, as well as during any interfer times when Mortgagors, except for the interpention of such receiver, would be entitled to collect such tents, issues and profits, and all other powers which may be necessary or sire 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 of other lieu which may be or become superior to the lien hereof or of such decree, provided such application is made prim 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 bereof shall be subject to any defense which would not be good and available to the purity interposing same in an action at law upon the note hereby secured.
- 14. The Mortgages shall have the right to impect the premises at all reasonable times and access thereto shall be permitted for that purpose.
- 15. The Morigagors shall periodically deposit with the Morigagee such soms as the Marigagee 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 may part thereof be extended or varied or if any part of the security be released, all persons now or at any time hareafter liable therefor, or interested in said premiers, shall be held to ascent 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. Murtgagee 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.
- is. This mortgage and all providents better, shall extend to and be binding upon Mortgagors and all persons claiming under in through Mortgagors, and the word "Mortgagors" when used berein shall include all such persons and all persons liable for the payment of the indefictedness or any part thereof, whether or not such persons shall bave executed the note of this mortgage. The word "Mortgagors" when used herein shall include the successors and assigns of the Mortgagor named herein and the holder of holders, term time to time, of the upic secured bereby.

  Mortgagors and all persons claiming ander a mortgagors at Mortgagors option prior to releane of this shall be accurately that advances to increase the property of the state of the constitution of the cons