CAUTION Consult a lawyer before using or acting under this loan All warranties, including merchantability and finess, are nacluded	86288936
THIS INDENTURE, made JULY 1, 19 86 between ANGEL ARROYO, a bachelor and BLANCA ARROYO, divorced and not since remarried 4306 W. CRYSTAL CHICAGO, ILL. (NO. AND STREET) (CHY) (STATE) herein referred to as "Mortgagors," and CABALLEROS DE SAN JUAN CREDIT UNION	. DEPT-01 RECORDING \$11.85 . T#4444 TRAN 0183 97/11/86 19:17:90 . #3452 # ID ※一母の一部の伊護の . COOK COUNTY RECORDER
2725 W. FULLERTON CHICAGO, ILL. (NO AND STREET) (CITY) (STATE)	
herein referred to as "Mortgagee," witnesseth:	Above Space For Recorder's Use Only
THAT WHEREAS the Mortgagors are justly indebted to the Mortgagee upon the inst FORTY-FOUR-T. OUSAND-AND-00/100	by which note the Mortgagors promise to pay the said principal fithe balance due on the
NOW, THEREFORE, the Mors, age in to seeme the payment of the said principal sum of and limitations of this mortgage, and the payon mance of the covenants and agreements here consideration of the sum of One Dollar in limit pand, the receipt whereof is hereby acknowledge Mortgages, and the Mortgages's successors and assigns, the following described Real Estate and and being in the	noney and said interest in accordance with the terms, provisions in contained, by the Morigagors in be performed, and also in id, do by these presents CONVEY AND WARRANT unto the fall of their estate, right, title and interest therein, situate, lying OOK AND STATE OF ILLINOIS, to wit:
LOT 3 IN GUSTAVE J. BERG'S RESUBDIVISION OF LOTS 4 BLOCK 3 IN BRITTON'S SUBDIVISION OF THE SOUTH WEST EAST QUARTER (4) OF SECTION J. TOWNSHIP 39 NORTH, PRINCIPAL MERIDIAN, IN COOK COUNT!, ILLINOIS.	'OUARTER (鬼) OF THE NORTH
In the event that the real property described in this M sold, transferred, assigned, pledged, or in the event t sale of such property at a future date, then and in any assignment, pledging, or execution shall be determined agreement unless your credit union consents to said sale or execution; and at the election of the holder of the obligation under the note shall be accelerated and such upon any such sale, transfer, assignment, pledging, or elections.	hat a contract is executed for the such event, such sale, transfer, to be a breach of the Mortgage e, transfer, assignment, pledging, note secured by this mortgage, the labecome immediately due and payable
which, with the property hereinafter described, is referred to herein as the "premises," TOGETHER with all improvements, tenements, casements, lixtures, and appurtenances the ling and during all such times as Mortgagors may be entitled thereto (which are pledged primaril all apparatus, equipment or articles now or hereafter therein or thereon used to supply heat, gas single units or centrally controlled), and ventilation, including (without restricting the foregoin coverings, inador beds, awnings, stoves and water heaters. All of the foregoing are declared to be not, and it is agreed that all similar apparatus, equipment or articles hereafter placed in the considered as constituting part of the real estate. TO HAVE AND TO HOLD the premises unto the Mortgagee, and the Mortgagee's succeiveries to the free from all rights and benefits under and by virtue of the Homestead Exemption Mortgagors do hereby expressly release and waive. The name of a record owner is: ANGEL ARROYO AND BLANCA AR	y and on a penty / ith said real estate and not secondarily) and so, air conditioning water, light, power, refrigeration (whether ig), screens, wi dow shades, storm doors and windows, floor so part of said real fatte whether physically attached thereto premises by Mort(a) or their successors or assigns shall be sours and assigns, forever, for the purposes, and upon the uses ion Laws of the State of 'lling's which said rights and benefits
This mortgage consists of two pages. The covenants, conditions and provisions appearing a berein by reference and are a part hereof and shall be hinding on Mortgagors, their heirs, success Witness the handand sealof Mortgagors the day and year first above written. PLEASE ANGEL ARROYO PRINT OR	on page 2 (the reverse side of the Au tgage) are incorporated
TYPE NAME(S) BELOW SIGNATURE(S) (Seal)	(Scal)
State of Illinois, County of DAPOGE in the State aforesaid, DO HEREBY CERTIES that ANG	1. the undersigned a Notary Public in and for said County IEL ARROYO AND BLANCA ARROYO TO TO HOST / A Dachelor / remarried
personally known to me to be the same personS whose name person seal. ###################################	e S are subscribed to the foregoing instrument,

SHEILA BARTOLOMEI, 2725 W. FULLERTON AVE.

SHEILA BARTOLOMET, "2725 W. FULLERTON AVE.

(NAME AND ADDRESS) ILLINOIS

(STATE)

00

MAIL

60647 (ZIP CODE)

Notary Public

CHICAGO, (CITY)

Given under my hand and official seal, this

Commission expires _____5 - 1.5

THE COVENANTS, COUDITION AND PROVISIONS REFERED TO ON PAGE 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 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 hereof that the lient of the discharge of such prior lien to the hereof that the lient of lient or municipal ordinances with respect to the premises and the use thereof; (6) make an 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 Mortgagore duplicate receipts therefor. To prevent default hereunder Mortgagors shall pay in full under protect, in the masser 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 mortgages or the mortgages or the 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 reimburse 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, exult 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 metics.
- 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 of the Mortgagors are not in default either under the terms of the note secured hereby or under the terms of this mortgage, the Mortr go a 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 been all huildings and improvements now or hereafter situated on said premises in used against loss or damage by fire, lightning and wir daturm under policies providing for payment by the insurance companies of money sufficient either to pay the cost of replacing or repairing on appendix of mappendix of mappendix of the indehtedness accured hereby, all in companies ratisfactory to the Mortgagee, under insurance policies pay the 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 nall deliver all policies, including additional and renewal policies, to the Mortgagee, 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. My nauged may, but need not, make any payment or perform any act here nbefore required of Mortgagors in any form and manner deemed excedent, and may, but need not, make full or partial payments of prin ipal or interest on prior encumbrances, if any, and purchase, discharge, compromise or settle any tax lien or other prior lien or title o 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 berein authorized and all expenses paid or incurred in on ection therewith, including attorneys fees, and any other raneys advanced by Mortgagoe to protect the mortgaged premises and the tien legad, shall be so much additional indebtedness secured her by and shall become immediately due and payable without notice, and, with interest thereon at the highest rate now permitted by Illinois law, Inaction of Mortgagee shall never be considered as a waiver of any right acre ing to the Mortgage on account of any default here under on the part of the Mortgagors.
- 8. The Mortgagee making any payment hereby pulporized relating to taxes or assessments, may 10 so according to any bill, statement or estimate procured from the appropriate public office virthout inquiry into the accuracy of such bill, statement or estimate or into the validity of any tax, assessment, sale, forfeiture, tax lie. In title or claim thereof.
- 9. Mortgagors shall pay each item of indebtedness there monitioned, both principal and interest, when due according to the terms hereof. At the option of the Mortgagee and without notice of Mortgagors, all unpaid indebtedness secured by this mortgage shall, notwith-standing anything in the note or in this mortgage to the contrary, became 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 to foreclose the lien hereof. In any suit to foreclose the lien hereof, too 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 expenses which may be paid or incurred by or on behalf of Mortgagee for attorneys' fees, appraiser's fees, outlays for documentary and expenses which may be paid or incurred by or on behalf of Mortgagee for attorneys' fees, appraiser's fees, outlays for documentary and expense of procuring all such abstracts of title, title searches, and examinations, title insurance policies, Torrens certificates, and ximilar data and assurances with respect to diffe 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 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 an aparty ham mentioned shall become so much additional indebtedness accured hereby and immediately due and payable, with interest thereon (the highest rate now permitted by Illinois law, when paid or incurred by Mortgagee in connection with (a) any proceeding, including process and bankruptcy 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 thicatened suit or processor, 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 c mentioned in the proceeding 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 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 suc's complaint is filed may appoint a receiver of said premisés! Bach's appoint may be made either before or after sale, without notice, wi now regard 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 homestead or not, and the Mortgagee 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 car 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 secured.
- 14. The Mortgages 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 texes 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 of 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 time to time, of the note secured hereby.

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