CAUTION: Consult a lawyer before using or acting under this form.

1138 N. Winchester Chicago Illinois (NO. AND STREET) (CITY) (STATE) herein referred to as "Mortgagors," and Francesco Gonzalez and Ana Gonzalez, his wife, of 2557 W. Agusta Chicago Illinois (NO. AND STREET) (CITY) (STATE) 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 Six Thousand 4 NO/100 DOLLARS (\$ 6,000.00		made August 13th	19	87 between		87478421	1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1
herein referred to a "Morgapy" and FERDESSO SOURCELLE AND CONTROL (CATE) And CORD alex, his wife, of Chicago 1111018. Above Space For Recorder's Use Only Above Space For Rec	Simon Rivera			,			
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THE COVENANTS, CONDI-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 process of including or buildings now or at any time in process of rection upon the 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 renalty attaches all general taxes, and shall pay special assessments, water charges sewer service charges, and other charges against the premises when due, and shall, upon written request, turnish to the Mortgagors 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 tien 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 charging in any way the laws relating to the taxation of mertgages 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 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 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 in urred 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 Mortgagors 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. Morigagors shall are all buildings and improvements now or hereafter situated on said premises insured against loss or damage by fire, lightning and win's or a under policies providing for payment by the insurance companies of moneys sufficient either to pay the cost of replacing or repairing the ame or to pay in full the indebtedness secured hereby, all in companies sailafactory to the Mortgagoes under insurance policies payable, and so loss or damage, to Mortgagee, such rights to be evidenced by the standard morigage clause to be attached to each policy, and shall cliver all policies, including additional and renewal policies to the Mortgagee, and in case of insurance about to expire, shall deliver in wal policies not less than ten days prior to the respective dates of expiration.
- 7. In case of default therein, 14 tagagee may, but need not, make any payment or perform and act hereinbefore required of Mortgagors in any form and manner deemed expedien, and may, but need not, make full or partial payments of principal or interest on prior encumbrances, if any, and purchase; discharge, for promise or settle any tax lien or other prior lien of little 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 connect on therewith, including attorneys' fees, and any other moneys advanced by Mortgagos to protect the mortgaged premises and the lien here for her by 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 Illinois law. Inaction of Mortgagos shall never be considered as a waiver of any right accrumy to the Mortgagos on account of any default hereunder on the part of the Mortgagors.
- 8. The Mortgagee 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 with our inquiry into the accuracy of such bill, statement or estimate or into the validity of any tax, assessment, sale, forfeiture, tax lien or the or claim thereof.
- 9. Mortgagors shall pay each item of indebtedness herein continued, both principal and interest, when due according to the terms hereof. At the option of the Mortgage and without notice to h ortgagors, 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 (a) when default shall occurred 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 who hereby acceleration or otherwise. Mortgages shall have the right to foreclose the lien hereof, there was 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, appraisance, outlays for documentary and expenses which may be paid or incurred by or on behalf of Mortgages for attorneys, fees, appraisance, outlays for documentary and expenses which may be paid or incurred by and examinations, title insurance policies. Torrens certificates, and similar data and assurances with respect to tutle or lortgages may deem to be reasonably, necessary either to prosecute such suit or to evidence to bidders at any sale which may be had pur uant to such decree the true condition of the title to repeat the premises. All expenditures and expenses of the nature in this, arrage the motioned shall become so much additional indebtedness secured hereby and immediately due and payable, with interest thereon at the highest rate now permitted by Illinois law, when paid or incurred by Mortgages in connection with (a) any proceeding, including probate of any indebtedness hereby secured or (b) preparations for the commencement of any suit for the foreclosure hereof after accrual of such gift 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 are mentioned in the preceding paral graph hereof; second, all other items which under the terms hereof constitute secured indebtedness ad lition if to that evidenced by the note, with interest thereon as herein provided; third; all principal and interest remaining unpaid the unite of and 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 solveney or insolvency of Mortgagors at the time of application for such receiver and without regard to the then walle of the intervence of whether the same shall be then occupied as a homestead or not; and the Mortgagore may be appointed as such receiver shall have power to collect, the rents, issues and profits of said premises during the pendency of such forecloure suit and, in case of said a deficiency, during the full statutory period of 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 whole or in part of: (1) The indebtedness secured hereby, or by any decree foreclosing this mortgage, or, any tax, special assessment other lien which may be or become superior to the lien hereof or of such decree, provided such application is made prior to foreclosine 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
- 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, variations 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 parment 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 "Mortgagors when used herein shall include the successors and assigns of the Mortgagor named herein and the holder or holders, from time to thus, of the note secured hereby.

YVON D. ROUSTAN 2911 N. CIUS AM. Chicago, ICC. 60641

MAIL TO:

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