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THIS INDENTURE, ma	de October 7	19 1997, ACTech 4	AM 11: 1 <b>9</b>	875550
VALERIE E	. LOOPER, divorced and	not		
s	ince remarried	·**	1	
1429 W. Edgewat	er, #2W Chicago, (GITY)	II.		A STATE OF THE STA
(NO. AND t	STREET) (CITY) ortgagors," and RICHARD J. A	(STATE) ADAMEK and		
	MEK, his wife		}	11700
				1120
(NO. AND	STREET) EVANHEON.	(STATE)		and the second s
herein referred to as "Mo			l	pace For Recorder's Use Omy
THAT WHEREAS	the Mortgagors are justly indebted to ONE HUNDRED FIFTY AND	the Mortgagee upon the in	stallment note of even	date herewith, in the principal sum o
.3.150.00	), payable to the order of and deliv	need to the Martinian In an	the which note the Mort	tongors or omise to pay the said principa
the state of the s	a constitue la la la contra de la contra del la contra del la contra del la contra del la contra de la contra del la co	dessa with a flood mounast.	of the balance due on thi	· day of
19, and all of said pri	nelph liv.d'interest are made payable at so n at the office of the Mortgagee at82	uch place as the holders of the	note may, from time to	time. In writing appoint, and in absence
NOW, THEREFOR	RE, the Morigap of the secure the payme ortgage, and the paymenee of the co of One Dollar in an i paid, the receipt of gages's successors valussigns, the following	nt of the said principal sum of	money and said interest	in accordance with the terms, provision
eonsiderations of this in	of One Dollar in an ipplie, the receipt v	whereof is hereby acknowled	ed, do by these presents	CONVEY AND WARRANT unto the
and being in the CITY	OF_CHICAGO	COUNTY OF	.GUUK	VVD 21V1R OLITPIVOIS' 10 MII
Unit 2-W and Garage	e ! West as delineated on sur	vey of the following	described real e	state hereinafter referred t
as Parcel: Lots 92	2 and 93 in Clark Street Addith West 1/4 of Section 15, 7	tion to Edgewater, b Tamebio 40 North, Ro	eing a Subdivisio noe 14. East of t	n of that part of the South be Third Principal Meridian:
lying North of the	South 43 rods thereof and 5	at of Clark Street,	in Cook County, I	llinois, which survey is
attached as Exhibit	"A" to Declaration of Conde	winium Ownership med	e by LaSalle Nati	onal Bank, as Trustee, under
Trust Agreement dat	ed June 21, 1976 and known as amended, together with an t	utlast Number 51053	, recorded Decemb orest in suid nat	er 29, 1977, as Document
parcel all the proj	erty and space comprising al	I the wate thereof	set forth in said	Declaration and Survey),
in Cook County, Ill		C		
		0,		
which, with the property	hereinafter described, is referred to her	eln as the "premiser, "		
	V 05 001 070	1004 17 OF 951	170 1007	G
	ndex Number(s): 14-05-321-070			
	ndex Number(s): 14-05-321-070 te: 1429 W. Ed			
Address(es) of Real Esta	te: <u>1429 W. Ed</u>	gowater, #2W, Ch	icvgo, IL 606	660
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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 pair 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 mulerial 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 Mortgagoe 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.

- 1. In the event of the enactment after this date of any law of Hibbis deducting from the value of land for the purpose of taxation and lies 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 Mortgagers, or changing in any way the laws relating to the taxation of mortgages or debts secured by mortgages or the mortgages in the property, or the manner of collection of taxes, so as to affect this mortgage or the debt secured by mortgages or the holder thereof, then and in any such event, the Mortgagers, upon definand by the Mortgagee, shall pay such taxes or assessments, or reinjurate this Mortgagee therefor; provided, however, that if in the opinion of counsel for the Mortgagee (a) it might be unlawful to require Mortgageps 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 settles.
- 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 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. Mortgagors shall keep all buildings and improvements now or hereafter situated on said premises insured against loss or damage by fire, lightning and windstrom 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, here of loss or damage, to Mortgagee, such rights to be evidenced by the standard mortgage clause to be attached to each policy, and shall 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, Mortgages may, but need not, make any payment or perform any act hereinbefore required of Mortgagors in any form and manner deemed expedient, row may, but need not, make full or partial payments of principal or interest on prior encumbrances, if any, and purchase, discharge, companyize 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 puld or incurred in connection arrewith, including attorneys fees, and any other moneys advanced by Mortgages 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 Illinois law. Inaction of Mortgages 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.
- B. 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 a inquiry into the accuracy of such bill, statement or estimate or into the validity of any tax, assessment, sale, forfeiture, tax lien or till, or claim thereof.
- 9: Mortgagors shall pay each item of indebtedness herein monutened, both principal and interest, when due according to the terms hereof. At the option of the Mortgagen and without notice to Mo igag its, all unpaid indebtedness secured by this mortgage shall, notwith-standing anything in the note or in this mortgage to the contrary, the case of default in making payment of any installment of principal or interest on the note, or (h) when default shall occur and continue for those days in the performance of any other agreement of the Mortgagors herein contained.

  \*\*Ad days after notice of default and opportunity to
- formance 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 said the allowed and included as additional indebtedness in the decree for sale all expenditures and expenses which may be paid or incurred by c. on behalf of Mortgagee for attorneys' fees, appraiser's fees, outlays for documentary and expert evidence, stenographers' charges, pt oli ation costs and costs (which may be estimated as to items to be expended after entry of the decree) of procuring all such abstracts of title, title searches, and examinations, title insurance policies. Torrens certificates, and similar data and assurances with respect to fute as hortgagee may deem to be reasonably necessary ceither to prosecute such suit or to evidence to bidders at any sale which may be had i use in to such decree the frue condition of the title to or the value of the premises. All expenditures and expenses of the nature in this panagrap', mentioned shall become so much additional indebtedness secured hereby and immediately due and payable, with interest thereon at the linkest rate now permitted by Illinois law, when paid or incurred by Mortgagee in connection with (a) any proceeding, including probste and binkruptery proceedings, to which the Mortgage shall be a party, either as plaintiff, claimant or defendant, by reason of this mortgage or any indebtedness hereby secured; or (h) 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 threatened suit or proceeding, which might affect the premises or the security hereof. 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 remioned in the preceding paragraph hereof; second, all other items which under the terms hereof constitute secured indeptedness additional to that evidenced by the note, with interest thereon as herein provided; third, all principal and interest remaining unpaid on the note; for the 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 memises or whether the same shall be then occupied as a homestead or not, and the Mortgages 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 case of a sale and a department of such receiver in 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 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 same 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 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, such fee not to exceed \$50.00
- 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.