## REAL ESTATE MORTGAGE OF FICH ALL COPY 87578370

THIS INDENTURE WITNESSETH, that Brian Miller and Ginalyn Miller
herein referred to as "Mortgagors," being indebted to AFFILIATED BANK/MORTON GROVE Mortgagee, of the Village of
Morton Grove, State of Illinois, in the sum of Forty one thousand and 100/00's
(\$ 41,000.00 ) Dollars evidenced by the promissory note of Mortgagors of even date herewith payable to the order of Mortgagee in installments as follows:
(\$ 41,000.00 ) Dollars onthe 13thday ofOctober19 88
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with interest after maturity as therein provided, MORTGAGE AND WARRANT to Mortgagee, its successors and assigns, the follow-
ing real estate situated in a County of Cook, State of Illinois (free from all rights and benefits under and by virtue of the Armestead Exemption Laws of the State of Illinois, which said rights and benefits the Mortgagors do hereby expressly release and with and free from all right to retain possession of said real estate after default in payment for breach of any of the covenants and agree me is herein contained), to-wit:
Lot 15 in the subdivision of Lot 3 together with part of Lot 2 in Block 9 in Sheffield's addition to Chicago. A subdivision in the west half of the south east quarter of Section 32. Township 40 North, Range 14, east of the Third Principal Meridian, in Coo'. County, Illinois.
Commomly known as: 1956 North Sheffield, Chicago, IL 60614 Permanent Tax No. 14-32-403-02%
C <sub>2</sub>
which with the property hereinafter described, is referred to herein as the "previous"s."
which with the property hereinafter described, is referred to herein as the "precass."  TOGE PHER with all improvements, tenements, teasements, fixtures, and apportenances thereto belonging, and all tents, issues and profits thereof
for so long and during all such times as Mortgagors may be entitled thereto (which are fielded primarily and on a parity with said real estate and not secondarily) and all apparatus, equipment or articles now or hereafter therein or thereon is accordance, gas, air conditioning, water, light, power, refrigeration (whether single units or centrally controlled), and ventilation, including (without restricting the foregoing), screens, window shades, storm doors and windows, floor coverings, inador beds, awnings, stoves and water may as All of the foregoing are declared to be a part of said real estate whether physically attached thereto or not, and it is agreed that all similar aprica us, equipment or articles hereafter placed in the premises by the mortgagors or their successors or assigns shall be considered as constituting part of the real estate.
1. Mortgagors shall (1) promptly repair, restore or rebuild any buildings or improvements now or be easter 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 hens or claims for hen not expressly subordinated to the hen hereof; (1) pay is hen due any indebtedness which may be seen to by a hen or charge on hie premises superior to the lien hereof and upon request exhibit satisfactory evidence of the discharge of such prior lien to Mr. agage or to holder of the note. (4) complete within a reasonable time any building or buildings now or at any time in process of crection up a sail premises; (5) comply with all requirements of law or municipal ordinances with respect to the premises and the use thereof; (6) make no material aterations 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 assessment, water charges, sewer service charges, and other charges against the premises when due, and shall upon written request, furnish to Mortgagee of to holders of the note duplicate receipts therefor. To prevent default becominder Mortgagors shall pay in full under protest, in the manner provid only statute, any lax or assessment which Mortgagors may desire to contest.
This mortgage consists of two pages. The covenants, conditions and provisions appearing on the reverse side of this mortgage are incorporated herein by reference applipre a part hereof and shall be binding on the mortgagors, their heirs, successors and assigns.
Witness the blind and seal of Mortgagors this 19th day of October 19 87
Brian Miler
Ginalyn Miller (SEAL) STATE OF ILLINOIS, I. PATRICIA A BIELAT
STATE OF ILLINOIS,  A Notary Public in and for and residing in said County, in the State aforesaid, DO HEREBY  County of CCCK  County of CCCK  A Notary Public in and for and residing in said County, in the State aforesaid, DO HEREBY  CERTIFY that Brian Miller and Cinalyn Miller
who personally known to me to be the same person S whose name S APC subscribed to the opening morgage, appeared before me this day in person and acknowledged that TREY sugged, STATEDIAL STATED AND ACTION AS ELECTRONIC STATED AND ST
NOTAGE PO. LIC, MATE OF REINOIS  NOT COMMISSION EXPIRES LEISEN under my hand and Notarial Seal this 19th day of Oct , AD. 1987  Outries O. Bielat
Satricia a Bielat

## **UNOFFICIAL COPY**

ADDITIONAL COVENANTS, CONDITIONS AND PROVISIONS REFERRED TO ON THE REVERSE SIDE OF THIS MORTGAGE AND INCORPORATED THERE BY REFERENCE.

- 3. Mortgagors shall keep all buildings and improvements now and hereafter situated on said premises insured against loss or damage by fire. lightning and windstorm 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 holders of the note, under insurance policies payable, 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 shall deliver all policies including additional and renewal policies to holder of the note and in case of insurance about to expire, shall deliver renewal policies not less than ten days prior to the respective dates of expiration.
- 4. In case of default therein, Mortgagee or the holder of the note may, but need not, make any payment or perform any act herein-before required of Mortgagors 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 hen or other prior lieu 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 these purposes herein authorized and all expenses paid or incurred in connection therewith, including attorneys' fees, and any other moneys advanced by Mortgagee or the holders of the note 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. Inaction of Mortgagee or holders of the note shall never be considered as a waiver of any right accruing to them on account of any default hereunder on the part of the Mortgagors.
- The Mortgagee or the holder of the note hereby secured making any payment hereby authorized relating to taxes and 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 self-dily of any tax, assessment, sale, forfeiture, tax hen or title or claim thereof.
- 7. When the indebtedney hereby secured shall become due whether by acceleration or otherwise. Mortgagee shall have the right to foreclose the lien hereof. In any suit of preclose the lien hereof, there shall be allowed and included as additional indebtedness in the decree for sale all expenditures and expenses which has be paid or incurred by or on behalf of Mortgagee or holder of the note for attorneys' fees, appraiser's fees, outlays for documentary and e queries dence, stenographers' charges, publication 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, guarantee policies. Torrens certificates and similar data and assurances with respect to oil, a Morigagee or holder of the note may deem to be reasonably necessary either to prosecute such suit or to evidence to bidders at any sale which ray be had pursuant to such decree the true condition of the title to or the value of the premises. All expensions ditures and expenses of the nature in this garagraph mentioned shall become so much additional indebtedness secured hereby and immediately due and payble, when paid or incurred by Mortgages or holder of the note in connection with (a) any proceeding, including probate and bankruptey proceedings, to which either of them shall be i party either as plaintiff, claimant or defendant, by reason of this Mortgage or any indebtedness hereby secured; or (b) preparations for the communicacement of any suit for the foreclosure hereof after accrual of such right to foreclose whether or not actually commenced or (c) preparations for the decrease of any threatened suit or proceeding which might affect the premises or the security hereof whether or not actually commenced.
- 8. 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 proceeding, including all such items as are mentioned in the preceding paragraph hereof; second, all other items which under the terms hereof constitute secure (in le) tedness additional to that evidenced by the note, with interest thereon as herein provided; third, all principal and interest remaining unpaid on the last; fourth, any overplus to Mortgagors, their heirs, legal representatives or assigns as their rights may appear
- 9. Upon, or at any time after the filing of a bill to foreclose this nortgage the court in which such bill is filed may appoint a receiver of said premises. Such appointment may be made either before or after sale who an 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 Mortgagee hereunder 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, it, case 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 of neighbors, 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 an 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 indicated hereby, or by any decree foreclosing this Mortgage or any tax, special assessment or other hen which may be or become supe for to the hen hereof or of such decree, provided such application is made prior to foreclosure sale; (2) the deficiency in case of a sale and deficiency
- No action for the enforcement of the lien or any provision hereof shall be subject to an Actorse which would not be good and available to the party interposing same in an action at law upon the note hereby secured.
- 11. Mortgagee or the holder of the note shall have the right to inspect the premises at all reasonable times and access thereto shall be permitted for that purpose
- If Mortgagor shall self, assign or transfer any right, title or interest in said premises, or any portion thereof, without the written consent of the holder of the note secured hereby, holder shall have the right, at holder's option, to declare all unpaid inceptes ness secured by this mortgage to be munediately due and payable, anything in said note or this mortgage to the contrary notwithstanding
- 13. This mortgage shall also be a him on the real estate conveyed herein for and shall secure payment of such furth a sum or sums of money, it any, as holder may hereafter advance to or on behalf of Mortgagor.

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DEPT-91 RECORDING T#2222 TRAN 0174 10/27/87 09:25 100 #942 # B \*--87-57837@

COOK COUNTY RECORDER

STREET CHA

Affiliated Bank/Morton Grove 8700 N. Waukegan Morton Grove, Illinois

FOR RECORDERS INDEX PURPOSES INSERT STREET ADDRESS OF DESCRIBED PROPERTY HERE

1956 North Sheffield Chicago, IL 60614