87659641

THIS INDENTURE made	Sept 29	19 87 between		
	r Jr. a bachelor			
Catherine Ca	rter Widow			
9228 S Jeffer	ry Chicago	Illinois		
(NO. AND STREET)	(CIT <b>S</b>	) (8774743		
herein referred to as "Mortgagors." Eagle Builder	rs, Inc.			
6284 N C1cero	Ave Chicago	Illinois STATES		
herein referred to as "Mortgagee."	-	, , , , , , , , , , , , , , , , , , , ,	Above Space For Recorder's Use Only	
THAT WHEREAS the Mortgagor	rs are justly indebted to t	he Mortgagee upon the R le sum of ThirthTho:	rtail Installment Contract dated	
80/100			Description of the Contract of	<b>IOLLARS</b>
(4 30,856.80	), payable to the o	rder of and delivered to the 257 . 14	Mortgagee, in and by which contract the Mortgagora	promise
to pay the said sum in  19 and a final installer of	installments of 257.7	Gava	each beginning	
				nt, and in
the absence of such appointment. Lombard,	then at he office of the h	older at Union Mor	tgage Company, Inc.	
NAM TURBURAR THE MARKE	idore to earlies the fillyith	ent of the wald will in Acc	'orunnee with the terms, provisions and ilmitation	m of this
	an annual ne i e i ed altrastit	ante barain continued by	he Mortuguers to be performed, do by these presents	CUNVE
and interest thereio aliunte lying	and being in the	City of Chi	lowing described Real Estate and all of their estate. ri . Cago	JNTY OI
Cook and a		TATE OF ILLINOIS, to wit	:	
	C			
Lot 17 and the S. 1/2	of Lot 18 in Bl	ock 23 in Stony	Island Heights Subdivision East of the Third Principal	
Meridian, in Cook Cou		37 m., kange 14,	East of the Inite Principal	
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Commonly known as: 92	28 S Jeffrey, Ch	icago,Illinois	<b>DM</b> one	
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Form# 12185-4

ADDITIONAL CONVENANTS CONDITIONS AND PROVISIONS REFERRED TO ON THE REVERSE SIDE OF THIS MORTGAGE AND INCORPORATED THEREIN OF REFERENCE.

- 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 hereof; (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 Mortgager or to holder of the contract. (4) complete within a reasonable time any 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. Morigagors shall pay before any penalty attaches all general taxes and shall pay special taxes special assessments, water charges, sever service charges, and other charges against the premises when due, and shall upon written request, furnish to Morigagors of holders of the contract duplicate receipts therefor. To prevent default hereunder Morigagors shall pay in full under protest, in the manner provided by statute, any tax or assessment which Morigagors may desire to contest.
- 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 contract 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 deliver all policies including additional and renewal policies to holder of the contract 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 contract may, but need not, make any payment or perform any act hereinbefore 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 lien or other prior lien or title or claim thereof, or redeem from any tax sale or forfeiture, affectly a said premises or contest any tax or assessment. All moneys paid for any of these purposes herein authorized and all expenses paid or incur, et it, connection therewith, including attorneys' fees, and any other moneys advanced by Mortgagee or the holders of the contract to protect the mortgaged premises and the item hereof, shall be so much additional indebtedness secured hereby and shall become immediately due and pays'tie without notice. Inaction of Mortgagee or holders of the contract 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.
- 5. The Mortgagee or the hold, rol the contract hereby secured making any payment bereby authorized relating to taxes and assessments, may do so according to any bill, statement or expract procured from the appropriate public office without inquiry into the accuracy of such bill, statement or estimate or into the validity of any tax essessment, sale, forfeiture, tax lien or title or claim thereof.
- 6. Mortgagors shall pay each item of the foredness herein mentioned, when due according to the terms hereof. At the option of the holder of the contract, and without notice to the Mortgagors, all unpaid indebtedness secured by the Mortgagors hall, notwithstanding anything in the contract or in this Mortgago to the contract, become due and payable(a) immediately in the case of default in making payment of any instalment on the contract, or (b) when default shall occur and continue for the days in the performance of any other agreement of the Mortgagors herein contained.
- 7. When the indebtedness hereby secured shall become due whether by acceleration or otherwise. Mortgagee shall have the right to foreclose the lien hereof. It any suit to foreclose the lien hereof. It are 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 or holder of the contract for attorneys fees, appraiser's fees, outlays for documentary and expert evidence, stenograph...a. Charges, publication costs and costs which may be estimated as to trems to be expended after entry of the decreed of producing all such abstracts of title. It till exarches and examinations, guarantee policies. Torrens certificates and similar data and assurances with respect to title as Mortgagee or holder and exontact may deem to be reasonably necessary either to prosecute such suit or evidence to bidders at any sale which may be had pursuant to such a certificate and expenses of the nature in this paragraph mentioned shall be a perfect the true condition of the title rour the value of the premises. All expenditures and expenses of the nature in this paragraph mentioned shall be a positive of the contract in connection with all any proceeding, including probate and bankruptcy proceedings, to which either of them shall be a party, either as plaintiff, claim and or defendant, by reason of this Mortgage or any indebtedness hereby secured; or (b) preparations for the commencement of any suit for the forecooking which might affect the premises or the security hereof whether or not actually commenced or (d) preparations for the defense of any threatened suit or preceding 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 an amplied in the following order of priority: First, on account of all costs and expenses incident to the foreclosure proceedings, including all such item as a are mentioned in the preceding paragraph hereof; second, all other items which underthe terms hereof constitute secured indebtedness additions? (c. hat evidenced by the contract, third, all other indebtedness, if any, remain against a stell representatives or assigns as their rights may appear.
- 9. Upon, or at any time after the filing of a bill to foreclose the mortgage the court in which each of files filed may appoint a receiver of said premises. Such appointment may be made either before or after sale without notice, without regard to the abvency 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 sume shall be then occupied as a homestead or not and the Mortgagee hereunder may be appointed as such receiver. Such receiver shall have power the reliable the rents, issues and profits of said premises during the pendency of such foreclosure suit and, in case of a sale and a deficiency during the full suit utory 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 direction, and all other powers which may be necessary or are usual in such cases for the projection, 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 hards prior to foreclosure sale; (2) the deficiency in case of a sale and deficiency.
- 10. No action for the enforcement of the lien or 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 contract hereby secured.
- 11. Mortgagee or the holder of the contract shall have the right to inspect the premises at all reasonable times and accers/he reto shall be permitted for that purpose.
- 12. If Mortgagors shall sell, assign or transfer any right, title or interest in said premises, or any portion thereof, without the written consent of the holder of the contract secured hereby, holder shall have the right, at holder's option, to declare all unpaid indebtedness secured by this mortgage to be immediately due and payable, anything in said contract or this mortgage to the contrary notwithstanding.

			ASSIGNM	ENT	
FOR	VALUABI	E CONSIDERATION, Mortgagee hereby so	ile, assigns an	transfers the within mortgage to	
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