For Use With Note Form No. 1447

CHICAGO

OR RECORDER'S OFFICE BOX NO. -

(CITY)

CAUTION. Consult a lawyer before using or acting under this form. Neither the publisher nor the seller of this form makes any warranty with respect thereto, including any warranty of merchantability or fitness for a particular purpose. THIS INDENTURE, made December 1 87683709 VICTOR H. GOULDING 300 N. State, Chicago, Illinois (NO AND STREET) (CITY) (STA DEPT-61 RECORDING \$13.25 herein referred to as "Mortgagors," and ... TRAN 0413 12/31/87 19:33:00 #34B2 # A ***-87~483709** INTERNAL REVENUE SERVICE COOK COUNTY RECORDER KANSAS CITY, MISSOURI 64999-0025
(NO.ANDSTREET) (CITY) (STATE Above Space For Recorder's Use Only herein referred to as "Mortgagee," witnesseth: THAT WHEREAS and Mortgagors are justly indebted to the Mortgagee quantities to the Mortgagee approximation to the principal sum of THIRC' NINE THOUSAND FOURTEEN AND 00/100----- DOLLARS 39,014.00 payable to the order of and delivered to the Mortgagee, incident which means a management personal pe 19_XXXXIII of said principal at d in terest are made payable at such place as the holders of the note may, from time to time, in writing appoint, and in absence of such appointment, then at the oit of the Mortgagee at Kansas City, Missouri NOW. THEREFORE, the Mortgagor to secure the payment of the said principal sum of money and said interest in accordance with the terms, provisions and limitations of this mortgage, and the per formance of the covenants and agreements herein contained, by the Mortgagors to be performed, and also in consideration of the sum of One Dollar in best paid, the receipt whereof is hereby acknowledged, do by these presents CONVEY AND WARRANT unto the Mortgagee, and the Mortgagee's successors and assigns, the following described Real Estate and all of their estate, right, title and interest therein, situate, lying and being in the CITY OF CHICAG(), COUNTY OF COOK AND STATE OF ILLINOIS, to wit: 87683709 SEE ATTACHED LEGAL DESCRIPTION which, with the property hereinafter described, is referred to herein as the "premises Permanent Real Estate Index Number(s): 17-09-410-014-1895 Address(es) of Real Estate: Unit 6022, 300 North State Street. Chicago. IL60610 TOGETHER with all improvements, tenements, easements, fixtures, and appurtenances thereto belonging, and all rents, issues and profits thereof for so long and during all such times as Mortgagors may be entitled thereto (which are pledged primarily and on a parity with said real estate and not secondarily) and all apparatus, equipment or articles now or hereafter therein or thereon used to supply heat, gas, air conditioning, water, light, power, refrigeration (whether single units or centrally controlled), and ventilation, including (without restricting the foregoing), screens, withdow shades, storm doors and windows, floor coverings, inador beeds, awnings, stoves and water heaters. All of the foregoing are declared to be a part of said real et atte whether physically attached thereto or not, and it is agreed that all similar apparatus, equipment or articles hereafter placed in the premises by Mortgagors or their successors or assigns shall be considered as constituting part of the real estate.

TO HAVE AND TO HOLD the premises unto the Mortgagee, and the Mortgagee's successors and assigns, forever for the purposes, and upon the uses herein set forth, free from all rights and benefits under and by virtue of the Homestead Exemption Laws of the State of Illinoir, which said rights and benefits the Mortgagors do hereby expressly release and waive.

The name of a record owner is: VICTOR H. GOULDING This mortgage consists of two pages. The covenants, conditions and provisions appearing on page 2 (the reverse side of this start tage) are incorporated herein by reference and are a part hereof and shall be binding on Mortgagors, their heirs, successors and assigns. W mess the hand . . . and soul . . . of Mortangors the day and year first above written.

(Seal) PLEASE PRINT OR TYPE NAME(S) VICTOR H. GOULDING BELOW (Seal) SIGNATURE(S) State of Illinois, County of Cook I, the undersigned, a Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY that VHCTOR H. GOULDING personally known to me to be the same person ____ whose name ___is_ **IMPRESS** _ subscribed to the foregoing instrument, SEAL appeared before me this day in person, and acknowledged that ____h ... signed, sealed and delivered the said instrument as his right of homestead. free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the _day of ___D Decembe 19.87 Given under my hand and official seal, this ... Commission expires December 24 Notary Public This instrument was prepared by RANDALL S. GOULDING, 77 W. Washin (NAME AND ADDRESS)

Mail this instrument to RANDALL S. GOULDING, 77 W. Washington, (NAME AND ADDRESS) 60602 Chicago, <u>Washington.</u>

ILLINOIS

(STATE)

60602

(ZIP CODE)

- 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 Mortgagee; (4) complete within a reasonable time any buildings ro 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. Mortgagors shall pay before any penalty attaches all general taxes, and shall pay special taxes, special assessments, water charges 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 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 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 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 Mortgages 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 a red 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 Mortgagor' shall have such privilege of making prepayments on the principal of said note (in addition to the required payments) as may be provider' in said note.
- 6. Mortgagors shall keep at buildings and improvements now or hereafter situated on said premises insured against loss or damage by fire, lightning and windstreem under policies providing for payment by the insurance companies of moneys sufficient either to pay the cost of replacing or repairing the latte or to pay in full the indebtedness secured hereby, all in companies satisfactory to the Mortgagee, under insurance policies payable, in the 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 renewal 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, Mortugee 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 affecting said premises are contest any tax or assessment. All moneys paid for any of the purposes herein authorized and all expenses paid or incurred in connection therewith, including attorneys' fees, and any other moneys advanced by Mortgagee 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 it ereon at the highest rate now permitted by Illinois law. Inaction of Mortgagee shall never be considered as a waiver of any right accruing to 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 without inquiry into the accuracy of such bill, statement or estimate or into the validity of any tax, assessment, sale, forfeiture, tax lien or all or claim thereof.
- validity of any tax, assessment, sale, forfeiture, tax lien or all or claim thereof.

 9. Mortgagers shall pay beach item of indebtedness hereit meraliphed, both principal and interest, when due according to the terms hereof. At the option of the Nortgager and without notice to Morggagers, all unpaid indebtedness secured by this mortgage shall, notwith-standing anything in the new of in this mortgage to the contrary, I ocome due and payable (a) immediately in the case of default in making payment of any instances of frincipal or interest on the note, or to when default shall occur and continue for three days in the performance of any delegation or the mortgagers herein contained

 10. When the indebtedness hereby secured shall become due whether by acceleration or otherwise. Mortgagee shall have the right hardresses their lien hereof. In any suit to foreclose the lien hereof, there subby, it allowed and included as additional indebtedness in the decree of successive their lien hereof. In any suit to foreclose the lien hereof, there subby, it alion costs and costs (which may be estimated as to items to be expended after entry of the decree) of procuring all such abstracts of the first standard and assurances with respect to the subby and the processive either to prosecute such suit or to evidence to bidders at any sale which may be had parsu in to such decree the true condition of the title to or the value of the premises. All expenditures and expenses of the nature in this pa agraph mentioned 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 Mortgagee in connection with (a) any proceeding, including probate rate and proceedings, to which the Mortgager shall be a party, either as plaintiff, claimant or defendant, by reason of this mortgage. Only indebtedness hereby secured; or (b) preparations for the commencement of any sult for the foreclosure hereof after accural of such n
- 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 an emersioned in the preceding 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 sum complaint is filed may appoint a receiver of said premises. Such appointment may be made either before or after sale, without notice, with wingard to the solvency or insolvency of Mortgagors at the time of application for such receiver and without regard to the then value of he 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 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 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 inortgage, 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 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, 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. Mottgagee 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.

UNOFFICIAL GOPY 9

Unit No. 6022 as delineated on surveys of Lot 1 and Lot 2 of Harper's Resubdivision of part of Block 1 in Original Town of Chicago in Section 9, Township 39 North, Range 14 East of the Third Principal Meridian, and of a part of Block l in Kinzie's Addition to Chicago, being a subdivision of the North fraction of Section 10, Township 39 North, Range 14 East of the Third Principal Meridian, together with parts of certain vacated streets and alleys lying within and adjoining said blocks, situated in the City of Chicago, Cook County, Illinois, including the Declaration of Condominium Ownership made by Marina City Corporation and recorded December 15, 1977 in the Office of the Recorder of Deeds for Cook County, Illinois as Document No. 24238692, together with an undivided .00201 interest in the Property described in said Declaration of Condominium Ownership (excepting from said Property all the property and space comprising all the Units thereof as defined and set forth in said Declaration of Condominium rvey
is Uni
pa. 6061

Or Cook

County

Cook

Coo Ownership and surveys) situated in Cook County, Illinois, commonly known as Unit No. 6022, 300 North State Street, Chicago, Illinois 60610

87683709

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Property of Cook County Clerk's Office

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