UNOFFICIAL CORY

	September 20 86 between	
THIS INDENTURE, mad	carnestine Davis (married to each other	
		87069270
and Alvin Davis,	4910 W. Fulton	
Chicago, IL	60644	
(NO. AND	STREETH (CITY) STATE	
F .	lortgagors" and	} •
Samax Buildi	Ing Corp.	
3234 N. Elst	on, Chicago, IL 60618	
(NO AND	STREET) (CITY) ISTATE	Above Space For Recorder's Use Only
herein referred to as "M		
THAT WHEREAS the September 20	Mortgagors are justly indebted to the Mortgagee upon the	Retail Installment Contract dated n Thousand Seven Hundred Seventy Eight
and 12/100-	19 In the sam of	
14.778.12		e Mortgagee, in and by which contract the Mortgagors promise
		each beginning
	Instaling 1 (8 175.93 pay	able on
		(the contract may, from time to time, in writing appoint, and in
	ointment, then a tre office of the holder at Luion !	
Lobbard_	II.	
mortgage, and the perfort	mance of the convenant, and agreements herein contained, by	cordance with the terms, provisions and limitations of this the Morigagors to be performed, do by these presents CONVEY
AND WARRANT unto the	Mortgagee, and the Mongage, a successors and assigns, the fo	Howing described Real Estate and all of their estate, right, title
	/ /	ago COUNTY OF
Cook		: :
The E. 20	feet of Lot 44 and the 10 feet of	Lot 45 in Block 3 in Derby's
Subdivisio	on in the E 1/2 of the SE 1/4 of Secti	on 9, Township 39 North, Range 13,
East of th	ne 3rd Principal Meridian, in Cook Cou	nty, filinois.
PIN#: 16-0	06 401-036	·
LIVAL 10-0	J9-404-039	
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(1)		87669270
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which with the property	hereinafter described, is referred to herein as the "premise	C/o/t/s
TOGETHER with all thereof for so long and do	Improvements, tenements, easements, fixtures, and appuring all such times as Mortgag its may be entitled thereto with	enances thereto belonging and the rents, issues and profits uch are piedged primarily and one jointy with said real estate
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TOGETHER with all thereof for so long and drand not secondarily) and light, power, refrigeration shades, storm doors and real estate whether physical estate physical	Improvements, tenements, easements fastares, and appurt ining all such times as Mortgag its may be entitled theretown all all apparatus, equipment or articles now or he teatter theretown the tenestic management of articles now or he teatter theretown the tenestic management of articles now or he teatter theretown the tenestic management of the tenestic management of the tenestic management of the same of their successors or assigns shall be considered as constituted their successors or assigns shall be considered as constituted in their successors or assigns shall be considered as constituted from all rights and benefits under and hyvirue of the Homes gors do hereby expressly release and wave oner is. Euguene, Earnestine and Alvin ists of two pages. The covenants, conditions and provisions reference and are a part hereof and shall be binding on and eath of Mortgagors the try and year tirst above article that the Davis. Eugene Davis Fuence Davis personally known to me to be the same person S. who appeared before me thus day in person and assignments of the in-	enances thereto belonging, or dou rents, issues and profits such are piedged primarily and enal parity with said real estate from thereon used to supply heat gall air conditioning water, including without restricting the local said, screens window ter heaters. All of the foregoing are dictard to be a part of said far apparatus, equipment or articles here lifer placed in the using part of the real estate. Secressors and assigns forever, for the purposes and upon the tread Exemption Laws of the State of Illinots, which surl rights appearing on page 2 [the reverse side of this mortgage] are lortgagors, their heirs, successors and assigns. Larnestine Davis Larnestine Davis Line undersigned a Notary Public in and for said County Eugene Davis, Exrnestine Davis and Section Screen Subscribed to the foregoing Instrument. Lhey signed scaled and delivered the said instrument as purposes therein set forth, including the release and waiver

ADDITIONAL CONVENANTS. CONDITIONS AND PROVISIONS REFERRED TO ON THE REVERSE SIDE OF THIS MORTGAGE AND INCORPORATED THEREIN BY 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 Mortgagee or to holder of the contract; (4) complete within a reasonable time any buildings 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 material alterations in said premises except as required by law or municipal ordinance.
- 2. Mortgagons 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 Mortgagee or to holders of the contract 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 Mortgagor's 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 trisurance 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 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, Morigagee or the holder of the contract may, but need not, make any payment or perform any act hereinbefore required of Morigagors 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 cialm thereof, or redeem from any tax sale or forfeiture, after its goald premises or contest any tax or assessment. All moneys paid for any of these purposes herein authorized and all expenses paid of incurred in connection therewith, including attorneys' fees, and any other moneys advanced by Morigagee or the holders of the contract to profect the morraged premises and the lien hereof, shall be so much additional indebtedness secured hereby and shall become immediately due and pay, the without notice, inaction of Morigagee or holders of the contract shall never be considered as a waiter of any right accruing to them on account of any default hereunder on the part of the Morigagors.
- 5. The Mortgagee or the holoe of the contract hereby secured making any payment hereby authorized relating to taxes and assessments, may do so according to any full statement or out nate procured from the appropriate public office without inquiry into the accuracy of such bill statement or estimate or into the validity of any for estimate, forfeiture, tax lien or title or claim thereof.
- 6. Morigagors shall pay each item of intebtedness herein mentioned, when due according to the terms hereof. At the option of the holder of the contract, and without notice to the Mori gagors, all unpaid indebtedness secured by the Morigage shall notwithstanding anything in the contract or in this Morigage to the contrary, 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 11 in a days in the performance of any other agreement of the Morigagors 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. In any suit to foreclose the lien hereof, there shall be allowed and included as additional indebtedness in the decree for sale all expenditures and expenses which may be paid or inclused by or on behalf of Mortgagee or holder of the contract for attorneys' fees, appraiser's fees, outlays for documentary and expert evidence, stenographers' charges, publication costs and costs (which may be estimated as to items to be expended after entry of the decreed of procuring all such abstracts of off a "tile searches and examinations, guarantee policies. Torrens certificates and similar data and assurances with respect to title as Mortgagee or holder of the contract may deem to be reasonably necessary either to prosecute such suit or to evidence to bidders at any sale which may be had pursuant to such "acree the true condition of the title to or the value of the premises. All expenditures and expenses of the nature in this paragraph mentioned shall be come so much additional indebtedness secured hereby and immediately due and payable, when paid or incurred by Mortgagee or holder of the contract in connection with (a) any proceeding, Including probate and bankruptcy proceedings, to which either of them shall be a party, either as plaint? It claimant or defendant, by reason of this Mortgage or any indebtedness hereby secured; or (b) preparations for the defense of any threatened suit or proceeding 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 proceeding which might affect the premises or the security hereof whether or not actually commenced. not actually commenced.
- 8. The proceeds of any foreclosure sale of the premises shall be distributed g.i.d applied in the following order of priority: First, on account of all costs and expenses incident to the foreclosure proceedings, including all such items are mentioned in the preceding paragraph hereof; second, all other items which under the terms hereof constitute secured indebtedness addition it i that evidenced by the contract; third, all other indebtedness, if any, remaining tappaid on the contract; fourth, any overplus to Morigagors, their near regal representatives or assigns as their rights may appear.
- 9. Upon, or at any time after the filling of a bill to foreclose this mortgage the court in which is with bill is filled 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 premises or whether the time shall be then occupied as a homestead or not and the Mortgagore hereunder may be appointed as such receiver. Such receiver shall have power the other instances and profit of said premises that the pendency of such foreclosure suit and, in case of a sale and a deficiency during the full structure 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 author zer 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 blortage or any tax, special assessment or other lien which may be or become superior to the lien hereof or of such decree, provided such applicance is made 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 access thereto shall be permitted for that purpose.

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