OR RECORDER'S OFFICE BOX NO.

For Use With Note Form No. 1447

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THIS INDENTURE	made Fet	ruary 4.		19 87 , between
Elliott C.				
remarried a	nd Beverly	A. Watso	on, divor	ced and not
since remar	ried			
(NO. herein referred to us	AND STREET) "Mortgagors," (nd City a	(CITY) and Subur	ban (STATE)
Financial S	ervices, 5	3151 N. Ha	ırlem Ave	nue,
Chicago, 1	11inois	60656		
(NO.	AND STREET)		(CITY)	(STATE)

87269709

DEPT-01 RECORDING \$12.25 T#1111 TRAN 7351 05/17/87 13:07:00 #46508 # ☆ ※一日了一豆とラアのラ COOK COUNTY RECORDER

Above Space For Recorder's Use Only

351. 351.

horein referred to as "Mortgagere," witnesseth:

THAT WHEREAS the Mortgagers are justly indebted to the Mortgager upon the installment note of even date herewith, in the principal sum of Three-Thousard and 00/100-------

NOW, THEREFORE, the Mortgage are is escure 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 part immance of the covenants and agreements herein contained, by the Mortgagors to be performed, and also in consideration of the sum of One Dollar in han a read, the receipt whereof is hereby acknowledged, do by these presents CONVEY AND WARRANT unto the Mortgagee, and the Mortgagee's successor and assigns, the following described Real Estate and all of their estate, right, title and interest therein, situate, lying and being in the VIIIage of Matteso. COUNTY OF COOK AND STATE OF ILLINOIS, to wit:

Lot 353 in Creekside Subdivision Phase 4, being a Subdivision of part of the Southwest Quarter of Section 17, Township 35 North, Range 13, East of the Third Principal Meridian, according to the Plat thereof recorded in the Recorder's Office of Cook County, Illinois, on January 23, 1978, as Document No. 24284704 in Cook County, Illinois.

the engineering of the control of th						
which, with the property here	einafter describe	d, is referred to herei	nas the "premiser,"	DE DO	m. 877	26970 9 5
Permanent Real Estate Index	Number(s):	31-17-323-0	3 Volume 17		· · · · · · · · · · · · · · · · · · ·	· man
Address(es) of Real Estate: _	718 01d	Meadow Road	Matteson	Illinoi E	60442	
and the second of the				4/0		
long and during all such times all apparatus, equipment or a single units or centrally controverings, inador beds, awnin or not, and it is agreed that all considered as constituting parameters are forth. Free from all	as Mortgagors m rticles now or he olled), and venti gs, stoves and will il similar apparat t of the real estar DLD the premise rights and benefi	ay be entitled thereto reafter therein or the llation, including (wit ater heaters. All of th us, equipment or arti le. is unto the Mortgagee its under and by virtu	(which are pledged preen used to supply li- hout restricting the fi- e foregoing are declar cles hereafter placed	rimarily and on a pay- eat, gas, air condition oregoing), screens, we ed to be a part of said in the premises by M	ii water, light, power, re- vir dow shades, storm door dreales as te whether physi- lortg (gors or their successors, foreyer, for the purpos	not secondarily) and efrigeration (whether is and windows, floor cally attached thereto ors or assigns shall be es, and upon the uses
the Mortgagors do hereby exp The name of a record owner is	pressly release an	d waive.				
This morteage consists of	f two nages. The	covenuats, condition	s and provisions appo	earing on page 2 (the	reverse side of this rion go	ege) are incorporated
herein by reference and are a Witness the handan	part hereof and !	shall be binding on M	ortgagors, their heim,	successors and assig	ns.	
		rigugors the day and				(Seal)
PLEASE			(3041)			(3041)
PRINT OR TYPE NAME(S) BELOW SIGNATURE(S)	iencely !	a. 2) atsos	(Seal)		· .	(Seal)
State of Illinois, County of _			£*	t the unch	reioned a Notary Public is	n and for spid County
state of finalists, County of the state of t	the State afores	aid. DO HEREBY C	ERTIFY that Ell	iott C. Wats	ersigned a Notary Public is on, Sr., and	
\45\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\	Beverly /	A. Watson				
IMPRESS OF THE RITE DE	•		•		subscribed to the fe	
	opeared before n their ght of homestead	free and voluntary	46.1	-	ed, sealed and delivered the forth, including the release	
Give Fundering hand and offi	•	4th	LANGE COLOR	ruary		19 87
Continission Coines	FEERUA	my 44 C		STE	I Settler	
This indicate of the prepared		Settelmyer	3. P151 N	. Harlem Ave	., Chicago, 11.	60656 Public
Mail The Harriment to		ourban Finan	Tal Service:	Š		
The Town of the second second		rlem Avenue	NAME AND ADDRESS	o, Illinois	60656	
<u>:</u>		(CITY)	0,,,,,,,,,	(STATE)		(ZIP CODE)

THE COVENANTS, CONDITIONS AND TROVISION BETERRED TO ON PAGE 1 (THE REVERSE SIDE OF THIS MORTGAGE):

- 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 priorien to the Mortgagee; (4) complete within a reasonable time any buildings now or at any time in process of crection 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, sewer service charges, and other charges against the premises when due, and shall, upon written request, furnish to the Mortgage 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 mortgagee's 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 Mortgagee 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 incorred by reason of the imposition of any tax on the issuance of the note secured hereby.
- 5. At such time to be 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 tee all buildings and improvements now or 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 time or to pay in full the indebtedness secured hereby, all in companies satisfactory to the Mortgagee, under insurance policies payable, in lase of loss or damage, to Mortgagee, such rights to be evidenced by the standard mortgage clause to be attached to each policy, and such activer all policies, including additional and renewal policies, to the Mortgagee, and in case of insurance about to expire, shall deliver an end policies not less than ten days prior to the respective dates of expiration.
- 7. In case of default therein, Mortrage 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 premise. 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 Mortgages to protect the mortgaged premises and the lien hereof, man be so much additional indebtedness secured hereby and shall become immediately due and payable without notice and with interest thereof, 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.

 8. The Mortgagee making any payment hereby authorized relating to taxes or assessments.
- 8. The Mortgagee making any payment hereby at the rived 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 into the continuous according to any tax.
 - 9. Mortgagors shall pay each item of indebtedness hereit mentioned, both principal and interest, when due according to the terms hereof. At the option of the Mortgagee and without notice to Mortgage rs, all unpaid indebtedness secured by this mortgage shall, notwith-standing anything in the note or in this mortgage to the contrary teconic due and payable (a) immediately in the case of default in making payment of any installment of principal or interest on the note, or (b) when default shall occur and continue for three days in the performance of any other agreement of the Mortgagors herein contained
 - 10. When the indebtedness hereby secured shall become due wheth r by acceleration or otherwise, Mortgagee shall have the right to foreclose the lien hereof, there 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 for attorneys' fees, impraiser'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 decree) of procuring all such abstract. c. title, title searches, and examinations, title insurance policies, Torrens certificates, and similar data and assurances with respect to title as Mortgagee 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 decree the true condition of the title to or the value of the premises. All expenditures and expenses of the nature in this palagraph 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 and indebtedness hereby secured; or (b) 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. The might affect the premises or the 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 a comercioned 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 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 premises or whether the same shall be then occupied as a homestead or not, and the Mortgagee may be appointed as such receiver. Such the civer 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 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 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. 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.
 - 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 "Mortgagees" 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.