This Indenture, Made this

9ch

day of

September

. 19<sup>88</sup> , between

234/244

Witnesseth: That whereas the Mortgagor is justly indebted to the Mortgagee, as is evidenced by a certain promissory note bearing even date herewith, in the principal sum of Seventy Three Thousand and No/100ths-----

Now, therefore, the said Morestor, for the better securing of the payment of the said principal sum of money and interest and the performance of the covenants and agreence's herein contained, does by these presents Mortgage and Warrant unto the Mortgagee, its successors or assigns, the following described Real Estate situate, lying, and being in the county of Cook and the State of Illinois, to wit:

UNIT 1-15-56-L-A-2 TOGETHER WITH A PERPETUAL AND EXCLUSIVE EASEMENT IN AND TO GARAGE UNIT NO. G-15-66-L-A-2 AS DELINEATED ON A PLAT OF SURVEY OF A PARCEL OF LAND BEING A PART OF THE WEST HALF OF THE WEST HALF OF THE THIRD PRINCIPAL MERIDIAN, LYING NORTH OF THE CENTER LINE OF MCHENRY ROAD, IN COOK COUNTY, ILLINGIS, CHEREINAFTER REFERRED TO AS 'STVELOPMENT PARCEL'), POR WHICH DEVELOPMENT PARCEL ARE DESCRIBED AS BEING LEXINGTON COMMONS UNIT I SUBDIVISION, BEING A SUBDIVISION OF PART OF THE NORTHEST QUARTER OF SECTION 3, AFORESAID, ACCORDING TO THE PLAT THEREOF RECORDED JULY 28th, 1978 AS DOCUMENT 24557904, AND THEREOF RECORDED JULY 28TH, 1978 AS UNCOMENT 2455/904, AND LEXINGTON COMMONS UNIT II SUBDIVISION BEING A SUBDIVISION OF PART OF THE WEST HALF OF THE NORTHNEST CHARTER OF SECTION 3, AFORESAID ACCORDING TO THE PLAT THEREOF RECORDED MAY 23RD, 1979 AS DOCUMENT 24973283, WHICH SURVEY IS ATTACHED AS EXHIBIT A TO DECLARATION OF CONDOMINIUM MADE BY CENTRAL NATIONAL BANK IN CHICAGO, AS TRUSTEE UNDER TRUST AGREEMENT DATED SEPTEMBER 30, 1977, AND KNOHN AS TRUST NUMBER 22718, RECORDED IN THE OFFICE OF THE RECORDER OF DEEDS OF COOK COUNTY, ILLINOIS ON DECEMBER 11TH, 1978 AS DOCUMENT 24759029 AS AMENDED FROM TIME TO TIME, TOGETHER WITH A PERCENTAGE OF COMMON ELEMENTS APPLITEMENT TO TOGETHER WITH A PERCENTAGE OF COMMON ELEMENTS APPURTENANT TO SAID UNITS AS SET FORTH IN SAID DECLARATION AS AMENDED FROM TIME TO TIME, WHICH PERCENTAGE SHALL AUTOMATICALLY CHANGE IN ACCORDANCE WITH AMENDED DECLARATIONS AS SAME ARE FILED OF RECORD PURSUANT TO SAID DECLARATION, AND TOGETHER WITH ADDITIONAL. COMMON ELEMENTS AS SUCH AMENDED DECLARATIONS ARE FILED OF RECORD, IN THE PERCENTAGES SET FORTH IN SUCH AMENDED DECLARATIONS WHICH PERCENTAGES SHALL AUTOMATICALLY BE DEENED TO BE CONVEYED EFFECTIVE ON THE RECORDING OF SUCH AMENDED DECLARATIONS AS THOUGH CONVEYED HEREBY TRUSTEE ALSO HEREBY GRANTS TO GRANTEE AND GRANTEE'S SUCCESSORS AND ASSIGNS, AS RIGHTS AND EASEMENTS APPURTENANT TO THE ABOVE DESCRIBED REAL ESTATE, THE RIGHTS AND EASEMENTS FOR THE BENEFIT OF SAID PROPERTY SET FORTH IN THE AFOREHENTIONED DECLARATION AS AMENDED AND TRUSTEE RESERVES TO ITSELF, ITS SUCCESSORS AND ASSIGNS, THE RIGHTS AND EASEMENTS SET FORTH IN SAID DECLARATION FOR THE DERSEIT OF THE REMAINING PROPERTY DESCRIBED THEREIN.

#### ALSG:

RIGHTS AND EASEMENTS APPURTENANT TO THE ABOVE DESCRIBED REAL ESTATE, THE RIGHTS AND EASEMENTS FOR THE BENEFIT OF SAID PROPERTY SET FORTH IN THE AFGREMENTIONED DECLARATION AS AMENDED AND THE RIGHTS AND EASEMENTS SET FORTH IN SAID DECLARATION FOR THE BENEFIT OF THE REMAINING PROPERTY DESCRIBED HEREIN.

PERMANENT TAX NUMBER: 03-03-100-054-1318 (WHEELING TOWNSHIP)

1062 DRIFTWOOD A-2, WHEELING, ILLINOIS 60090

88416651

(c) All payments mentioned in the two preceding subsections of this paragraph and all payments to be made under the note

(b) A sum equal to the ground rents, if any, next due, plus the premiums that will next become due and payable on policies of the and other hazard insurance covering the mortgaged property, plus taxes and assessments next due on the mortgaged property (all as estimated by the Mortgagee) less all sums already paid therefor dividee by the number of months to elapse before one month prior to the date when such ground rents, premiums, taxes and sassessment; will become delinquent, such sums to be held by Mortgagee in trust to pay said ground rents, premiums, taxes and special assessments and

(1) If and 40 long as said note of even date and this instrument are insured or are reinsured under the provisions of the Warbands Act, an amount sufficient to accumulate in the hands of the holder one (1) month prior to its due date the annual mortgage insurance premium, in order to provide such foolder with funds to pay such premium to the Secretary of Housing and Urban Development pursuant to the Vasional Housing had Urban Development pursuant to the Vasional Housing Act, as amended, and applicable Regulations thereunder; or ment are held by the Secretary of Housings and Urban Development are held by the Secretary of Housing and Urban Developpement, a monthly charge (in lieu of a mortgage insurance premium) which shall be in an amount equal to one-twelfth premium) which shall be in an amount equal to one-twelfth and to one-half (IV2) per centum of the average outstanding delinquencies or the note computed without taking into account delinquencies or prepayments;

(a) An amount sufficient to provide the holder hereof with funds to pay the next mortgage insurance premium if this instrument and the note secured hereby are insured, or a monthly charge (in lieu of a mortgage insurance premium) if they are held by the Secretary of Housing and Urban Development, as follows:

That, together with, and in addition to, the monthly payments of principal and interest payable under the terms of the note secured hereby, the Mortgagor will pay to the Mortgagee, on the first day of each month until the said note is fully paid, the following sums:

That privilege is reserved to pay the debt in whole, or in part, on any installment due date.

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And the said Mortgagor further covenants and agrees as

It is expressly provided, however (al other provisions of this mortgage to the contrary notwithstand as), that the Mortgage of the contrary notwithstand as), that the Mortgage of the contrary not shall it have the cight to pay, discharge, or remove any tax, assessment, or tax liet, won or against the premises described herein or any part thereof or the improvements situated thereon, so long as the Mortgagor shall, in good ments situated thereon, so long as the Mortgagor shall, in good least the same or the validity thereof by appropriate lasts contested and the collection of the trx, assessment, or lien so contested and the sale or forfeiture c. the said ment, or lien so contested and the sale or forfeiture c. the said premises or any part thereof to satisfy the same.

In case of the relusal or neglect of the Mortgagor to make auch payments, or to satisfy any prior lien or incumbiance other than that for taxes or assessments on said premises, or to keep asid premises, or to keep asid premises in you'l repair, the Mortgagee may pay such taxes, said premises in you'l repair, the Mortgagee may pay such taxes, such repairs to the troperty herein mortgaged as in its discretion it may deem necessary to the proper preservation thereof, and may moneys so paid or are ended shall become so much additional indebtedness, secure, by this mortgage, to be paid out of proceeds of the sale of the mortgaged premises, if not otherwise proceeds of the sale of the mortgaged premises, if not otherwise paid by the Mortgagor.

That he will keep the improvements now existing or hereafter erected on the mortgaged property, insured as may be required from time to tune by the Mortgagee against loss by fire and other hazards, casualties and contingencies in such amounts and for such periods as may be required by the Mortgagee and will pay promptly, when due, any premiums on such insurance provision for payment of which has not been made hereinbefore.

And us additional security for the payment of the indebtedness aforesaid the Mortgagor does beteby assign to the Mortgagee all the tents, issues, and profits now due or which may beteaftet become due for the use of the premises hereinabove described.

note and shall properly adjust any payments which shall have been made under subsection (a) of the preceding paragraph. against the amount of principal then remaining unpuid under said under subsection (b) of the preceding paragraph as a credit acquired, the balance then remaining in the funds accumulated ment of such proceedings or at the time the property is otherwise default, the Mortgagee shall apply, at the time of the commencehereby, or if the Mortgagee acquires the property otherwise after of this mortgage resulting in a public sele of the premises covered paragraph. If there shall be a default under any of the provisions cumulated under the provisions of subjection (b) of the preceding Development, and any balance remaining in the funds action (a) of the preceding paragriph which the Mortgages has not become obligated to pay to the Security of Housing and Urban Decome obligated to pay to the security of Housing and Orban the Mottgagor all payments in a le under the provisions of subsecof the note secured here! y, full payment of the entire in-debtedness represented troceby, the Mortgagee shall, in com-puting the amount of such, adebtedness, credit to the account of shall tender to the Morten sie, in accordance with the provisions insurance premiunis 'nall be due. If at any time the Mortgagor date when paym and such ground rents, taxes, assessments, or amount necessary to make up the deficiency, on or before the and payalle, then the Mortgagor shall pay to the Mortgagee any substanton (b) of the preceding paragraph shall not be sufficient to pay (no) nd tents, taxes, and assessments, or insurance premiums, as he case may be, when the same shall become due no we see the monthly payments made by the Mortgagor under ma is by the Mortgagut, or refunded to the Mortgagot. If, of the Mortgagor, shall be credited on subsequent payments to be he case may be, such excess, if the loan is current, at the option

Any deficiency in the amount of any such aggregate monthly payment hall, unifers made good by the Mortgagor prior to the due date of the next such payment, constitute an event of default ander this mortgage. The Mortgage may collect a "late charge" not to exceed four cents (4") for each dollar (51) for each payment ment more than lifteen (15) days in atteats, to cover the extra expense involved in handling delinquent payments.

ground rents, taxes, and assessments, or insurance premiums, as

amonut of the payments actually made by the Mortgagee for

It the total of the payments made by the Mortgagot under subsection (b) of the preceding paragraph shall exceed the

(V) late charges.

(IV) amortization of the principal of the said note: and

(III) interest on the note secured hereby;

(11) ground rents, if any, taxes, special assessments, fire, and other hazard insurance premiums;

Secretary of Housing and Urban Development, or monthly charge (in lieu of mortgage insurance premium), as the case may  $\mathcal{L}$ 

(i) premium charges under the contract of insurance with the 'by

secured hereby shall be added together and the aggregate amount by payment to be aplied by the Mortgages to the following items in a single of the south of the same in the secured to be aplied by the Mortgages to the following items in a single of the same is said to the same in th

quired by the Mortgagee.

such forms of insurance, and in such amounts, as may be resaid indebtedness, insured for the benefit of the Mortgagee in may at any time be on said premises, during the continuance of

any tax or assessment that may be levied by authority of the sufficient to pay all taxes and assessments on said premises, or

as hereinafter provided, until said note is fully paid, (1) a sum

of this instrument; not to suffer any lien of mechanics men or

material men to attach to said premisest to pay to the Mortgagee.

ownership thereol; (2) a sum sufficient to keep all buildings that State of Illinois, or of the county, town, village, or city in which the said land is situate, upon the Mortgagot on account of the

to be done, upon said premises, anything that may impair the value thereof, or of the security intended to be effected by virtue To keep said premises in good repair, and not to do, or permit

And said Morigagor covenants and agrees:

rights and benefits the said Mortgagor does hereby expressly Homestead Exemption Laws of the State of Illinois, which said free from all rights and benefits under and by virtue of the and assigns, forever, for the purposes and uses herein set forth, purtenances and fixtures, unto the said Mortgagee, its successors To have and to hold the above-described premises, with the ap-

thereof; and all apparatus and fixtures of every kind for the purpose of supplying or distributing heat, light, water, or power, and all plumbing and other fixtures in, or that may be placed in, any building now or hereafter standing on said hand, and also all the estair, right, fille, and interest of the said Mortgagor in and to said premises. Drobant or Coot County Clark's Office Tegeiber with all and singular the tensements, hereditaments and appurientances thereunto belonging, and the tents, issues, and profits

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In case of the refusal or net leet of the Morgagor to make such payments, or to satisfy any prior hen or incumbrance other than that for taxes or assessments on said premises, or to keep said premises in good repair, the Mortgagee may pay such taxes, assessments, and insurance premiums, when due, and may make such repairs to the property herein mortgaged as in its discretion it may deem necessary for the proper preservation thereof, and any moneys so paid or expended shall become so much additional indebtedness, secured by this mortgage, to be paid out of proceeds of the sale of the mortgaged premises, if not otherwise paid by the Mortgagor.

It is expressly provided, however (all other provisions of this mortgage to the contrary notwithstanding), that the Mortgagee shall not be required nor shall it have the right to pay, discharge, or remove any tax, assessment, or tax lien upon or against the premises described herein or any part thereof or the improvements situated thereon, so long as the Mortgagor shall, in good faith, contest the same or the validity thereof by appropriate legal proceedings brought in a court of competent jurisdiction, which shall operate to prevent the collection of the tax, assessment, or lien so contested and the sale or forfeiture of the said premises or any part thereof to satisfy the same.

And the said Morte gor further covenants and agrees as follows:

That privilege is reserved to pay the debt in whole, or in part, on any installment due date

That, together with, and n r ddition to, the monthly payments of principal and interest payable and the terms of the note secured hereby, the Mortgagor will gay to the Mortgagee, on the first day of each month until the sair note is fully paid, the following sums:

- (a) An amount sufficient to provide the holder hereof with funds to pay the next mortgage insurance promium if this instrument and the note secured hereby are insurer, or a monthly charge (in lieu of a mortgage insurance premium) at they are held by the Secretary of Housing and Urban Development, as follows:
- (1) If and so long as said note of even date and this instrument are insured or are reinsured under the provisions of the National Housing Act, an amount sufficient to accumulate it in hands of the holder one (1) month prior to its due date the nual mortgage insurance premium, in order to provide such holder with funds to pay such premium to the Secretary of He using and Urban Development pursuant to the National Housing Act, as amended, and applicable Regulations thereunder; or

(11) If and so long as said note of even date and this instrument are held by the Secretary of Housing and Urban Development, a monthly charge (in lieu of a mortgage insurance premium) which shall be in an amount equal to one-twelfth (1/12) of one-half (1/2) per centum of the average outstanding balance due on the note computed without taking into account delinquencies or prepayments;

- (b) A sum equal to the ground rents, if any, next due, plus the premiums that will next become due and payable on policies of fire and other hazard insurance covering the mortgaged property, plus taxes and assessments next due on the mortgaged property (all as estimated by the Mortgagee) less all sums already paid therefor divided by the number of months to elapse before one month prior to the date when such ground rents, premiums, taxes and assessment; will become delinquent, such sums to be held by Mortgagee in trust to pay said ground rents, premiums, taxes and special assessments; and
- (c) All payments mentioned in the two preceding subsections of this paragraph and all payments to be made under the note

- sac red hereby half to added together and the aggregate amount a thereof shall be paid by the Mortgagor each month in a single payment to be aplied by the Mortgagee to the following items in the order set torth:
- (1) premium charges under the contract of insurance with the Secretary of Housing and Urban Development, or monthly charge (in lieu of mortgage insurance premium), as the case may be:
- (11) ground rents, if any, taxes, special assessments, fire, and other hazard insurance premiums;
  - (III) interest on the note secured hereby;
  - (IV) amortization of the principal of the said note; and (V) late charges.

Any deficiency in the amount of any such aggregate monthly payment shall, unless made good by the Mortgagor prior to the due date of the next such payment, constitute an event of default under this mortgage. The Mortgagee may collect a "late charge" not to exceed four cents (4') for each dollar (51) for each payment more than fifteen (15) days in arrears, to cover the extra expense involved in handling delinquent payments.

If the total of the payments made by the Mortgagor under subsection (b) of the preceding paragraph shall exceed the amount of the payments actually made by the Mortgagee for ground rents, taxes, and assessments, or insurance premiums, as the case may be, such excess, if the loan is current, at the option of the Mortgagor, shall be credited on subsequent payments to be made by the Mortgagor, or refunded to the Mortgagor. If, however, the monthly payments made by the Mortgagor under subsection (b) of the preceding paragraph shall not be sufficient to pay ground rents taxes, and assessments, or insurance premiums, as the case may be, when the same shall become due and payable, then the Mortgagor shall pay to the Mortgagee any amount necessary to make up the deficiency, on or before the date when payment of such ground rents, taxes, assessments, or insurance premiums shall be due. If at any time the Mortgagor shall tender to the Mottgagee, in accordance with the provisions of the note secured hereby, full payment of the entire indebiedness represented thereby, the Mortgagee shall, in computing the amount of such indebiedness, credit to the account of the Mortgagor all payments made under the provisions of subsection (a) of the preceding paragraph which the Mortgagee has not become obligated to pay to the Secretary of Housing and Urban Development, and any balance remaining in the funds ac-cumulated under the provisions of subsection (b) of the preceding paragraph. If there shall be a default under any of the provisions of this mortgage resulting in a public sale of the premises covered icreby, or if the Mortgagee acquires the property otherwise after refault, the Morigagee shall apply, at the time of the commence-non of such proceedings or at the time the property is otherwise accuir d the balance then remaining in the funds accumulated under consection (b) of the preceding paragraph as a credit against the amount of principal then remaining unpaid under said note and shall properly adjust any payments which shall have been made under subsection (a) of the preceding paragraph.

And as additional security for the payment of the indebtedness aforesaid the Mo thingor does hereby assign to the Mortgagee all the rents, issues, and profits now due or which may hereafter become due for the use of the premises hereinabove described.

That he will keep the improvements now existing or hereafter erected on the mortgaged property, insured as may be required from time to time by the Mortgager against loss by fire and other hazards, casualties and continuity nicies in such amounts and for such periods as may be required by the Mortgager and will pay promptly, when due, any premiums on such insurance provision for payment of which has not been nade hereinbefore.

Page 2 of 4

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GRANTS TO GRANTEE AND GRANTEE'S SUCCESSORS AND ASSEMBLY REAL RIGHTS AND EASEMENTS APPURTENANT TO THE ABOVE DESCRIBED REAL ESTATE, THE RIGHTS AND EASEMENTS FOR THE BENEFIT OF SAID PROPERTY SET FORTH IN THE AFOREMENTIONED DECLARATION AS AMENDED AND TRUSTEE RESERVES TO ITSELF, ITS SUCCESSORS AND ASSIGNS, THE RIGHTS AND EASEMENTS SET FORTH IN SAID DECLARATION FOR THE BENEFIT OF THE REMAINING PROPERTY DESCRIBED THEREIN.

ALSO:

RIGHTS AND EASEMENTS APPURTENANT TO THE ABOVE DESCRIBED REAL ESTATE, THE RIGHTS AND EASEMENTS FOR THE BENEFIT OF SAID PROPERTY SET FORTH IN THE AFOREMENTIONED DECLARATION AS AMENDED AND THE RIGHTS AND EASEMENTS SET FORTH IN SAID DECLARATION FOR THE BENEFIT OF THE REMAINING PROPERTY DESCRIBED HEREIN.

PERMANENT TAX NUMBER: 03-03-100-054-1318 (WHEELING TOWNSHIP)

Attached to a	nd made a part of the FHA Mortgage dated
September 9	19 <u>88</u> , between Crown Mortgage Co.,
mortgagee and	Randy Braverman, bachelor and Julienne Penn, spinster
	as mortgagor

The mortgages shall, with the prior approval of the Federal Housing Commissioner, or his designee, declare all sums secured by this mortgage to be immediately due and payable if all or a part of the property is sold or otherwise transferred (other than by devise, descent or operation of law) by the mortgagor, pursuant to a contract of sale executed not later than 12 months after the date on which the mortgage is endorsed for insurance, to a purchaser whose credit has not been approved in accordance with the requirements of the Commissioner. (If the property is not the principal or secondary residence of the mortgagor, "24 months" must be substituted for "12 months.")

Randy Braverman, bachelor Julienne Penn, spinster

Property or Coot County Clert's Office

All insurance shall be carried in companies approved by the Mortgagee and the policies and renewals thereof shall be held by the Mortgagee and have attached thereto loss payable clauses in favor of and in form acceptable to the Mortgagee. In event of loss Mortgagor will give immediate notice by mail to the Mortgagee, who may make proof of loss if not made promptly by Mortgagor, and each insurance company concerned is hereby authorized and directed to make payment for such loss directly to the Mortgagee instead of to the Mortgagor and the Mortgagee jointly, and the insurance proceeds, or any part thereof, may be applied by the Mortgagee at its option either to the reduction of the indebtedness hereby secured or to the restoration or repair of the property damaged. In event of foreclosure of this mortgage or other transfer of title to the mortgaged property in extinguishment of the indebtedness secured hereby, all right, title and interest of the Mortgagor in and to any insurance policies then in force shall pass to the purchaser or grantee.

That if the premises, or any part thereof, be condemned under any year of eminent domain, or acquired for a public use, the damages, proceeds, and the consideration for such acquisition, to the extent of the full amount of morbledness upon this Mortgage, and the Note secured hereby remaining unpaid, are hereby assigned by the Mortgagor to the Mortgage and shall be paid forthwith to the Mortgagee to be applied by it on account of the indebtedness secured hereby, whether due or iot

The Mortgagor further agrees that should this mortgage and the note secured hereby not be eligible for insurance under the National Housing Act within MINETY payedays from the date hereof) written statement of any officer of the Department of Housing and Urban Development or authorized agent of the Secretary of Housing and Urban Development dated subsequent to the MINETY DAYSdays' time from the date of this mortgage, declining to insure said note and this mortgage, being deemed conclusive proof of such incligibility), the Mortgagee or the holder of the note may, at its oftion, declare all sums secured hereby immediately due and payable.

In the event of default in making any monthly payment provided for herein and in the note secured hereby for a period of thirty (30) days after the due date thereof, or in case of a breach of any other covenant or agreement herein stipulated, then the whole of said principal sum remaining unpaid together with accrued interest thereon, shall, at the election of the Mortgagee, without notice, become immediately due and payable.

And in the event that the whole of said debt is declared to be due, the Mortgagee shall have the right immediately to foreclose this mortgage, and upon the filing of any bill for that purpose, the court in which such bill is filed may at any time thereafter, either before or after sale, and without notice to the said Mort-84301, or any party claiming under said Mortgagor, and without regard to the solvency or insolvency of the person or persons liable for the payment of the indebtedness secured hereby, at the time of such applications for appointment of a receiver, or for an order to place Mortgagee in possession of the premises, and without regard to the value of said premises or whether the same shall then be occupied by the owner of the equity of redemption, as a homestead, enter an order placing the Mortgagee in possession of the premises, or appoint a receiver for the benefit of the Mortgagee with power to collect the rents, issues, and profits of the said premises during the pendency of such foreclosure suit and, in case of sale and a deficiency, during the full statutory period of redemption, and such rents, issues, and profits when collected may be applied toward the payment of the indebtedness, costs, taxes, insurance, and other items necessary for the protection and preservation of the property.

Whenever the said Mortgagee shall be placed in possession of the above described premises under an order of a court in which an action is pending to foreclose this mortgage or a subsequent mortgage, the said Mortgagee, in its discretion, may: keep the said premises in good repair; pay such current or back taxes and assessments as may be due on the said premises; pay for and maintain such insurance in such amounts as shall have been required by the Mortgagee; lease the said premises to the Mortgagor or others upon such terms and conditions, either within or beyond any period of redemption, as are approved by the court; collect and receive the tents, issues, and profits for the use of the premises hereinabove described; and employ other persons and expend itself such amounts as are reasonably necessary to carry out the provisions of this paragraph.

And in case of foreclosure of this mortgage by said Mortgagee in any court of law or equity, a trasonable sum shall be allowed for the solicitor's fees, and stenographers' fees of the complainment on such proceeding, and also for all outlays for documentary, evidence and the cost of a complete abstract of title for the purpose of such foreclosure; and in case of any other suit, or fegal proceeding, wherein the Mortgagee shall be made a party thereto by reason of this mortgage, its costs and expenses, and the reasonable fees and charges of the attorneys or solicitors of the Mortgagee, so made parties, for services in such suit or proceedings, shall be a further lien and charge upon the said premises under this mortgage, and all such expenses shall become so much additional indebtedness secured hereby and be allowed in any decree fereclosing this mortgage.

And there shall be included in any decree foreclosing this mortgage and be paid out of the proceeds of any safe made in pursuance of any such decree: (1) All the costs of such suit or suits, advertising sale, and conveyance, including attorneys', solicitors', and stemographers' fees, outlays for documentary evidence and cost of said abstract and examination of title; (2) all the moneys advanced by the 'nortgagere, if any, for the purpose authorized in the mortgage with interest on such advances at the rate set forth in the note secured 'to cost, from the time such advances are made: (3) all the accruent interest remaining unit aid on the in debtedness hereby secured (4) all the said principal money remaining unitated. The overplus of the proceeds of sale, if any, shall then be paid to the Mortgagor.

If Mortgagor shall pay said note at the time and in the manner aforesaid and shall abide by, comply with, and duly perform all the covenants and agreements herein, then this consequence shall be noll and void and Mortgagee will, within thirty (10) days after written demand therefor by Mortgagor, execute a release or satisfaction of this mortgage, and Mortgagor hereby waises the benefits of all statutes or laws which require the eather execution or delivery of such release or satisfaction by Mortgagee.

It is expressly agreed that no extension of the time for payment of the debt hereby secured given by the Mortgagee to any successor in nucrest of the Mortgagor shall operate to release, in any manner, the original liability of the Mortgagor.

The covenants herein contained shall bind, and the benefits and advantages shall inure, to the respective heres, executors, administrators, successors, and assigns of the parties hereto. Wherever used, the singular number shall include the plural, the plural the singular, and the masculine gender shall include the femione.

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