GEORGE E. COLE

## For teach in the Fernice A47 C AL OPY 6 5

| THIS INDENTURE,  | masie July 11  | 19_88, between   |   |
|--|--|--|---|
|  | uslin, a married man   | The state of the s | 88434566  |
|  |  |  |   |
| (NO. AN  | OSTREET) (GT)  | (STATE)  |   |
| herein referred to as "Ar lington He   | Mortgagors," and American No   | ational Bank of  |   |
| One N. Duntor  | Arlington Height   | S. 122inois.   |   |
| herein referred to as "I   | Mortgages," witnesseth:  |  | Above Space For Recorder's Use Only   |
| even date her<br>Dollars (\$250<br>Mortgagee may   | ewith, in the principa<br>,000.00 ), for the be<br>, from time to time,  | l sum of <u>lwo Hundred Fi</u><br>nefit of the Mortgagee,<br>appoint, and in the abs   | Mortgagee upon a guaranty<br>fty Thousand and DD/100,<br>payable at such places as<br>sence of such appointment,<br>Arlington Heights, Illinois   |
| and limitations of this consideration of the sur Mortgagee, and the Me   | mortgage, and in performance of the mort of One Dollat in hand paid, the recei or and assigns, the fo  | ment of the said principal sum of money a<br>covernants and agreements herein contr<br>pt whereof is hereby acknowledged, do b<br>illowing described Real Estate and all of t<br>COUNTY OF COOK  | nd said interest in accordance with the terms, printed, by the Mortgagors to be performed, and y these presents CONVEY AND WARRANT in their estate, right, title and interest therein, situations.  AND STATE OF ILLINOIS   |
|  | Ox   |  |   |
| See Attached   | Exhibit "A"  |  |   |
|  |  |  |   |
|  |  | 4  |   |
|  |  | ' (  | 88434566  |
|  |  | 0,   |   |
| which, with the propert  | ty hereinafter described, is referred to t   | arenin as the ripracticers."   |   |
|  | •  | 026-0000 and If=01-319-  | 025-0000  |
| Address(m) of Real Est   | wee: 3145 West Grand Av  | e. Chicago, Minris.  | 60622   |
| nois and during all such all sign and proposation, equipment in the centrally coverings, incoor beth, considered as constitutions of the HAVE AND The Mortagement for less for the formation of the Mortagement of o | times as Mortgagors may be entitled the tot articles now or hereafter therein of controlled), and centitation, such departments, to yes and water heaters. All that all similar appearance, equipment ong part of the real entite.  FO HOLD the premises unto the Mortgan all rights and becefire under and by the exercist release and waive.   | ereto (which are pledged primarily and of<br>t there on used to supply heat, gat, air on<br>g (without restricting the foregoing), sore<br>of the foregoing are declared to be a part<br>a articles hereafter placed in the premise<br>tages, and the Morrgages's successors and<br>virtue of the Homestand Exemption Law  | ex aging, and all cents, issues and profits the ner- is, perity with said real estate and not accordant the lost ag, water, tight, power, refrigeration for<br>seath, "indow shades, storm doors and windows of said real estate whether physically attached a<br>s by Mortg agors or their successors or assigns a<br>discovers, forewise, for the purposes, and upon the<br>and the State of Him is, which said rights and by |
| This mortenes com  | where Brise M. Muslin.   | litters and pro-laises appearing an page<br>to Marlespore, their beirs, measures on  | 2 (the reverse side of this mortgage) for increip   |
|  | Like of the state of blocks ago to be disk   | und year first above written.  | Ö   |
| Witness the hand.  | - 1 1 1 1 2 1 2 1 2 1 1 1 1 1 1 1 1 1 1  |  |   |
| Witness the band . PLEASE PRINT OF   | Bouce M. Miss Live   | (Soal)   |   |
| Witness the baild .  PLEASE  |  |  |   |
| Witness the hand .  PLEASE PRINT OF THE NUMBERS! BELOW   | of   | (Seal)   | e undersigned, a Notary Public in and for said Clus lin. A married mare   |
| Without the hand.  PLEASE PRINT OF PRINT OF BELOW SKGMATUFFEIS)  | in the State aforesaid, DO HEREI  personally known to me to be the appeared before me this day in pe   | (Seal)  (Seal)  (Seal)  (Seal)  (Seal)  (Seal)  (Seal)  (Seal)   | subscribed to the foregoing instru-   |
| Witness the hand.  PLEASE PRINT ON 1996 NAME (S) BELOW SIGNATURIES)  State of Illinois, County  FICIAL SEAL*  PROJECT Name Publication Of Project 5/20/51  | of in the State aforesaid, DO HERE!  bernonally known to me to be the appeared before me this day in pe his free and volument of his free and volument of homestead.   | (Seal)  (Seal)  (Seal)  (Seal)  (Seal)  (Seal)  (Seal)  (Seal)   | luslin, a married man   |
| Witness the hand.  PLCASE PRINT ON  INFO NAMESSI BELONV  INGNATURNESS  STATE OF Illinois, County  FTCTAL SEAL*  SEAUTH  SEAUTH | in the State aforesaid, DO HERES  personally known to me to be the appeared before me this day in pe his free and volument of the state | (Seal)  (Seal)  (Seal)  (Seal)  (Seal)  (Seal)  (Seal)  (Seal)   | subscribed to the foregoing instru- signed, sealed and delivered the said instrum- rein set forth, including the release and waiver   |

- 1. Mortgagors shall (1) promptly repair, restors or rebuild any buildings or improvements now or hereafter on the premises which may become damaged or be destroyed; (2) keep seid premises in good condition and repair, without wasts, and free from mechanic's or other liess or claims for lies not expressly subordinated to the lies thereof; (3) pay when due any indebtedness which may be secured by a lies or charge on the premises superior to the lies hereof, and upon request exhibit satisfactory evidence of the dicharge of such prior lies to the Mortgages; (4) complete within a reasonable time any building or buildings now or at any time in process of erection upon said premises; (3) 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. Multipagore shelf 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 Mortgages 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 litinois deducting from the value of land for the purpose of taxation any lies therean, or imposing upon the Mortgages the payment of the whole or any part of the taxation or assessments or charges or liens herein required to be paid by Mortgagers, or changing in any way the laws relating to the taxation of mortgages or debts secured by mortgages or the mortgages'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 Mortgagers, upon demand by the Mortgages, shall pay such taxes or assessments or relatives the Mortgages therefor; provided, however, that if in the opinion of counsel for the Mortgages (n) it might be unlawful to require Mortgagers 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 Mortgages may elect, by notice in writing given to the Mortgagors, to declare all of the indebtadess secured hereby to be and become due and payable sixty (50) 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 sasigns, against any liability incurred by reason of the imposition of any tax on the issuance of the note secured hereby.
- 5. At such time as the Mortgagers are not in default either under the terms of the note secured hereby or under the terms of this mortgage, the Mortgagers 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 shell we'p till buildings and improvements now or hereafter situated on said premises insured against loss or damage by fire, lightning and windcare, ender policies providing for payment by the insurance companies of moneys sufficient either to pay the cost of replacing or repairing the wine or to pay in full the indebtedness accuracy hereby, all in companies satisfactory to the Mortgages, under insurance policies payable. So or loss or damage, to Mortgages, such rights to be evidenced by the standard mortgage the attached to each policy, and shall daliver all policies, including additional and renewal policies, to the Mortgages, and in case of insurance about to expire, shall deliver make all policies not less than ten days prior to the respective dates of expiration.
- 7. In case of default therein, Manages 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 ensumbrances, if any, and purchase, discharge, one principal or settle any tax lies or other prior lies or title or claim thereof, or redeem from any tax sale or forfeiture affecting said premies 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 Mortgages to predect the mortgaged premises and the lies hereo, shall be so much additional indebtedness secured hereby and shall become immediately due and payable without notice and with interest thereon 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 Mortgages on account of any default hereunder on the part of the Mortgagors.
- The Mortgages 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 while all lequity into the eccuracy of such bill, statement or estimate or into the statistic of any tax, assessment, sale, forfeither, tax lies or a selection thereof.
- 2. Migrigagine dult pay each item of indeterminate herein run loned, both principal and interest, when the according to the terms hereof. At the option of the figureace and without notice to Nortgagers, all unpaid indebtedness secured by this nortgage abalt, nativity standing anything in the nort or in this murigage to the contract, where due and payable (a) immediately in the case of default to making payment of any iontalization of principal or inverse on the note, or (5) when default shall occur and continue for three days in the performance of any other agreement of the Martagages berein contains:
- 10. When the indebtedness hereby natural shall become due when the acceleration or otherwise, Marigages shall have the right to forceless the Ean hereof. In any unit to docations the lien hereof, there that be allowed and included as additional indebtedness in the factors for said at expenditures and expanses which may be paid or incurred by or an behalf of Morigages for attorney, loss, appraises there, until yet for documentary and expenses which may be paid or incurred by or an behalf of Morigages for attorney, loss, appraises there, until yet for documentary and expenses a support exitation costs and costs (which may be estimated as to igent to be expensed after actly of the decree) of processing all such abstract of this, little careful, and examinations, title insurance policies, Thereas certificates, and abstract of the said and examinations, title insurance in the value of the premises. All expenditures and any said which may be had pursuent to such decree the true condition of the sittle to the value of the premises. All expenditures and payable, with interest thereon at the lambest rate now permitted by Illinois law, when paid or incurred by Morigages in connection with (a) any proceeding, including probate and bankruptsy proceedings, to which the Morigages shall be a party, either as plaintiff, olalisment or defendant, by reason of this morigages are any lumidatedness hereby secured; or (b) preparations for the defense of any actual or threatened suit or proceeding which might affect the premises or the security hereof.
- It. The proceeds of any foreclusive sale of the premises shall be distributed and applied in the following order of priority: Pirst, on account of all costs and expenses incident to the foreclosure proceedings, including all such items as are meritioned 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; finish, all principal and interest remaining unpaid on the note; "unth, 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 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 motice, 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 mot, and the Mortgagore may be appointed as such receiver. Such receiver shall have gower to collect the reats, issues and profits of said premises during the pendency of such foreclosure suit and, in case of a sale and a denderty, during the full statistory period of redemption, whether there be redemption or not, as well as during any further times when Mortgagors, except for the intervection of such receiver, would be entitled to collect such reats, issues and profits, and all other powers whele 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 not income in his hands in payment or utiles lies while may be or become superior to the lies hereof or of such decree, provided such application is made prior to foreclosure cale; (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 evallable to the party interposing same in an action at law upon the note hereby secured.
- 14. The Mortgager shall have the right to inspect the premises at all reasonable times and access thereto shall be permitted for that partiess.
- 15. The Mortgagors shall periodically deposit with the Mortgagoe such sums as the Mortgagoe 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 shalf continue in full force, the right of recourse against all such persons being expressly reserved by the Mortgages, notwithstanding such extension, variation or release.
- 17. Mortgages shall release this mortgage and lies thereof by proper instrument upon payment and discharge of all indebtedness secured hereby and payment of a reasonable fee to Mortgages 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 werd forced 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, COPY 4 4 4

## Exhibit A

That part of Lots 14 to 42 both inclusive and the vacated alleys lying between said Lots described as follows: beginning on the West line of North Troy Street 149.23 feet South of the Southwesterly line of West Grand Avenue; thence North 90 degrees West 58 feet; thence South O Degrees 24.02 feet; thence North 90 degrees 31 feet; thence South 0 49.05 feet; thence South 88 degrees 59 minutes West 23.65 feet; thence South O Jegrees 28 minutes 9.82 feet; thence North 90 degrees East 3.14 feet to the West line of the vacated alley; thence South along the West line of said alley 147.21 feet to the Southeasterly line of the above described lots; thence South 52 degrees 25 minutes 30 seconds East along said line 138.27 feet to the West line of North Troy Street and the South East corner of said lots; thence North along the West line of Troy 314.84 feet to the point of beginning, in Starr, Gillette and Ward's Subdivision of Lots 63,64, and 65 (except the railroad) in Mcilroy's Subdivision of the West 1/2 of the South West 1/4 of Section 1, Township 39 North, Range 1. East of the Third Principal Meridian, in Cook County, Illinois.

Street Address: 3145 West Grand Avenue

Chicago, Illinois 60022

Permanent Tax No: 16-01-319-026-0000

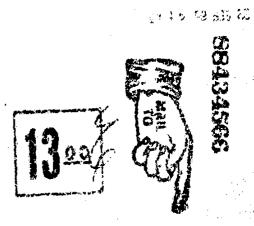
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