UNOFFICIAL COPY: MORTGAGE (ILLINOIS) DUISON

Form# 12186-4

	nson	A STATE OF THE PARTY OF THE PAR		Land Company	
_11743_S.	11-1-	Chicaco			
	AND STREET)	Chicago (CITY)	Illinois	OD ZOO	
herein referred to a	"Mongagors," and		***************************************		•
	d Constructio	n			
3101 N.	Cicero AND STREET)		llinois (STATE)		
	s "Mortgagee, " witnesseti			Above Space For Recar	der's Use Only
August 30,		tly indebted to the Mortgag <u>88</u> , in the sum of	ec upon the Retail Instr Twenty Two Thor	allment Contract dated	ed Forty Three
	id 60/100				DOLLARS
22743.60	1 1 10	payable to the order of and d		لزز ماهنا	the Mortgagors promise
to pay the said sum		ents of • 189.53 189.53		beginning 0-14	
750	final installmer (> •	···	payable on	<u> </u>	
the absence of such	of said indebtedness in an	ade payable at such place as Seoffice of the holder at	theholders of the control Unition Mortgas	ictmay, from time to time, ir	writingappoint, and in
l	ombard, Illinois	8		· · · · · · · · · · · · · · · · · · ·	
NOW, THEREFO	RE, the Mortgagors to se	ecure he payment of the santa an augreements herein	aid num in accordance	with the terms, provisions	and limitations of this
AND WARRANT unto	the Mortgagee, and the M	dortgagee's cureessors and c	assigns, the following de-	scribed Real Estate and all o	f their estate, right, title
	, situate, lying and being Cook		<u> </u>		, COUNTY OF
***************************************	JOUR	ANT STATE OF IL	LINOIS to wit:		
Lot 9 (exc	ent the North 20	O feet thereof i	n Block 99 in F	lashington Height	a in Section
19, Townsh	ip 37 North, Rar	nge 14 East of th	Third Princip	onl Meridian, acc	ording to the
Plat Three	of Recorded Jun	ne 27, 1872 in Po	ok 2 of Plats,	Pages 45, 46, and	d 47 in Cook
County, 11			the section of	Comment of the second field	a paga da di angang ang
P.I.N. 25-			(1.		
Commonly K	nown As: 11743 S	S. Hale Chicago,	Illinois	$\begin{array}{cccccccccccccccccccccccccccccccccccc$	and the second
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		•		or to Table 1	A CONTRACTOR OF THE STATE OF TH
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ADDITIONAL CONVENANTS. CONDITIONS AND PROVISIONS REFERRED TO ON INCORPORATED THEREIN BY REFERENCE. WHE REVERSE SIDE OF THIS MORTGAGE AND

- 1. Mortgagors shall (1) promptly repair, reatore 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 sor other liens or claims for item not expressly subordinated to the lien hereof; (3) pay when due any indebtadness which may be secured by a lien or change on the premises superior to the lien hereof and upon request exhibit satisfactory evidence of the dischange of such prior lien to Mortgagec or to holder of the contract; (4) complete within a reasonable time any building or buildings now or at any time in process of erection upon said premises; (5) comply with all requirements of laws or municipal ordinances with respect to the premises and the use thereof; (6) make no material alterations in said premises exception required. 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 Mortgagee or to holders of the contract duplicate receipts therefor. To previte tightish hemunder Mortgagors shall pay in full under protest, in the manner provided by statute, any tax or essessment which Mortgagors may desire to contract.
- 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 in pay the cost of repairing the same or to pay in full the indebtedness secured hereby, all in companies satisfactory to the holders of the contract, under insurance policies payable, in case of loss or damage, to Mortgagoe, such rights to be evidenced by the standard mortgage clause to be attached to such solid, 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. Mortgagee or the holder of the contract 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 pitter encumbrances, if any, an a purchase, discharge, compromise or settle any tax tien or other prior tien or title or olden thereof, or redsom from any tax sale or forfeiture, affecting and premises or contest, any tax or assessment. All moneys paid for any of these purposes herein suchorised and any appropriate or the holders of the contract to protect the mortgaged premises and the iten hereof; shall be so much additional indebtedness secured hereby and shall become immediately due and payab; without notice. Inaction of Mortgagee or the Mortgage of the contract shall never be considered as a waiver of any right accommend to them on accounts of any default hereinsher are the Mortgages. corning to them on account of any default hereunder on the part of the Morigagora
- B. The Mortgagee or the holder of the contract hereby secured making any payment hereby authorized relating to taxes and assessments, may do so according to any bill, statement or ear mate procured from the appropriate public office without inquiry into the accuracy of such bill, statement or estimate or into the validity of any tax according to a little or citie or claim thereof.
- 6. Mortgagors shall pay each item of in initiations herein mentioned, when due according to the terms hereof. At the option of the holder of the contract, and without notice to the Mortgagors, all unputd indebtedness secured by the Mortgagoshall, notwiths tanding anything in the contract or in this Mortgago to the contrary, become due and asymbicial immediately in the case of default in making payment of any instalment on the contract, or (b) when default shall occur and continue for the source in the performance of any other agreement of the Mortgagors herein contained.
- 7. When the indebtedness hereby secured shall be one due whether by acceleration or off-critise. Mortgagee shall have the right to foreclose the lien hereof, there shall be allowed and included as additional indebtedness in the decree for rise sale all expenditures and expenses which may be paid or incurred by or on hehalf of Mortgagee or holder of the contract for attorneys, fees, appraiser's fees, outlays for documentary and expert evidence, atenographe is 't harges, 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 the same and examinations, guarantee policies. Torrens certificates and similar data and assurances with respect to title as Mortgagee or hold ro' 't', e contract may deem to be manonably necessary either to proceed each smillar evidence to bidders at any sale which may be had pursuant to such 't'eree the true condition of the title for ribevalue of the primitises. All expensivitures and expenses of the nature in this paragraph mentioned shall be pine so much additional indebtedness accumed, hereby and immediately due and payable, when paid or incurred by Mortgagee or holder of the contra' of in connection with (a) any proceeding, including probate and barignorey proceedings, to which either of them shall be a party, either as plaintiff claimant or defendant, by reason of this liferings or any trafficionism flereby secured: or (b) preparations for the commencement of any suit for the formure hereof after accusal of such right to logacione whether or not actually commenced.
- 8. The proceeds of any foreclosure sale of the premises shall be distributed and applied in the following order of priority: Plest, on account of all standard priority of an account of all such item a premises incident to the foreclosure proceedings, including all such item a premise in the preceding paragraph hereof; subodid, all her items which under the terms hereof constitute secured indebtedness, and the proceeding it is the contract; third, all other indebtedness. any, remaining unpaid on the contract: fourth, any overplus to Mortgagora, their hele, regal repres
- 9. Upon or at any time aftenthe filing of a bill to foreclose this mortgage the court in whit is such bill in filed may appoint a receiver of said premises. Such appointment thay 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 solvency or insolvency of Mortgagors at the time of application for such receiver and without regard to the then occupied as a homestead or not and the Mortgagore hereundermay be appointed as such receiver. Such receiver shall have power the left the rents, issues and profits of said profits of a sale and a efficiency during the fun water or period of redemption of redemption or not, as well as during any further times when Mortgagors, except for the intervention of receiver, would be satisfied 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 lands in payment in whole or in part of (1) The indebtedness secured hereby, or by any decree foreclosing it is 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 ready prior to foreclosure sale; (2) the deficiency in case of a sale and deficiency. other lien which may be or become superificiency 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 no se good and swallable to the party interposing same in an action at law upon the contract hereby secured.
- 11: Mortgages or the holder of the contract shall have the right to inspect the premises at all reusonable times and access the right be permitted for that purpose.
- 12. If Mortgagors shall sell, assign or transfer any right, title or interest in said premises, or any portion thereof, without the written comment of the helder of the contract secured hereby, holder shall have the right, at holder applien, to declare all unpaid indebted your secured by this mustgage to be contract or this mortgage to the contrary notwithstanding.

ASSIGNMENT

FOR VALUABLE CONSIDERATION, Mortgagee hereby sells, assigns and transfers the within mortgage to

COOK COUNTY RECORDER 16962 10/11/88 69,25 di **629** #053T # TD Mortangee

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RETURN TO:

UNION MORTGAGE CO., INC.

P. O. BOX 790684 DALLAS. TX 75379-0684

This Instrument Was Prepared By

INSTRUCTOR

OR