OR RECORDER'S OFFICE BOX NO. ....

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88495064 THIS INDENTURE, made SEPTEMBER 1ST 10 88 between RUSSELL HULTS and PATRICIA HULTS, his \$12.25 DEFT-G1 2939 W. Edison Blue Island II.

(NO. AND STREET) (GITY) (STATE)
berein referred to as "Mortgagors," and RALPH AMATO and ANGELINE T#4444 TRAN 3201 10/27/88 11:37:00 #7140 # D ×-88-495064 AMATO, his wife COOK COUNTY RECORDER 2925 W. Edison Blue Island IL. (NO AND STREET) (CITY) (STATE) Above Space For Recorder's Use Only herein referred to as "Mortgageo," witnesseth: (5. 36, 408, 43......), payable to the order of and delivered to the Mortgagee, in and by which note the Mortgagors promise to pay the said principal sum and interest at the rate and in installments as provided in said note, with a final payment of the balance due on the 19th, day of December, 1996, and all of said princip. For J interest are made payable at such place as the holders of the note may, from time to time, in writing appoint, and in absence of such appointment, then at the office of the Mortgagee at 2925 W. EDISON, BLUE ISLAND, ILLINOIS NOW, THEREFORE, the Morgage is to secure 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 priformance of the covenants and agreements herein contained, by the Mortgagors to be performed, and also in consideration of the sum of One Dollar in Law, pald, the receipt whereof is hereby acknowledged, do by these presents CONVEY AND WARRANT unto the Mortgagee, and the Mortgagee's successors a staging, the following described Real Estate and all of their estate, right, title and interest therein, situate, lying and being in the CITY OF BLUE IS AND COUNTY OF ...... COOK AND STATE OF ILLINOIS, to with LOTS 3, 4 AND 5 IN BLOCK 22 IN WIRETON PARK SUBDIVISION OF SECTIONS 25 AND 26 AND SECTION 36, TOWNSHIP 37 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS. 68495064 which, with the property hereinafter described, is referred to herein as the "premisco" Permanent Real Estate Index Number(s): 24-36-104-008 & 24-36-104-033 & 24-36-104-034 Address(es) of Real Estate: 2939 WEST EDISON, BLUE ISLAND, JULINOIS TODETHER with all improvements, tenements, easements, fixtures, and appartenances thereto be a sq. gng, and all rents, issues and profits thereof for so long and during all such times as Mortgagots may be entitled thereto (which are pledged primarily and on a 95.0°, with said real estate and not secondarily) and all apparatus, equipment or articles now or hereafter therein or thereon used to supply heat, gas, air condition, water, light, power, retrigeration (whether single units or centrally controlled), and ventilation, including (without restricting the toregoing), screens, who are states, storm down and windows, floor coverings, mador beds, awnings, stoves and water heaters. All of the foregoing are declared to be a part of said it all similar apparatus, equipment or articles hereafter placed in the premises by Mortgagots or their successors or assigns shall be considered as constituting part of the real estate.

TO LANTE AND TO UNITED the apparatus TO HAVE AND TO HOLD the premises unto the Mortgagee, and the Mortgagee's successors and assigns, forever, for the purposes, and upon the uses herein set forth, free from all rights and benefits under and by virtue of the Homestead Exemption Laws of the State of II more which said rights and benefits the Mortgagors do hereby expressly release and waive.

The name of a record owner is:

ABOVE MORTGAGORS The name of a record on fer is:

This mortgage consists of two pages. The covenants, conditions and provisions appearing on page 2 (the reverse side of this not rage) are incorporated herein by reference and series a part hereof and shall be binding on of torigagors, their heirs, successors and assigns.

Witness the hand and seal of Mortgagors the day and year first above written.

SLEASE
RUSSELL HULTS
PATRICIA HULTS
PATRICIA HULTS RUSSELL HULTS (Sent) PLEASE PRINT OR TYPE NAME(S) BELOW SIGNATURE(S) State of Illinois, County of WILL 1, the undersigned, a Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY that \_\_RUSSELL\_HULTS and PATRICIA\_HULTS,\_\_\_\_ Given under my hand and official seal, this 1ST day of SEPTEMBER 1988

Commission expires June 16th 1992 Notary Public Notary Pu This instrument was prepared by James T. Moster 10020 S. Western, Chicago, IL. 60643

Nall this instrument to Ralph Amato 2925 West Edison Ralph Amato Mail this instrument to ..... (NAME AND ADDRESS) л.....60406 (ZIP CODE)

THE COVENANTS, CONDITIONS AND PROVISIONS REFERRED TO OR PAGE I (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 prior lien to the Mortgagee; (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 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 assessments, water charges, sewer service charges, and other charges against the premises when due, and shall, upon written request, furnish to the Mortgagor 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 berein 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 mortgage'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 teinburse 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 forther covenant to hold harmless and agree to indemnify the Mortgagee, and the Mortgagee's successors or assigns, against any liability i curred by reason of the imposition of any tax on the issuance of the note secured hereby.
- 5. At such time as the 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 tin addition to the required payments) as may be provided in said note.
- 6. Mortgagors shall keep till buildings and improvements now or hereafter situated on said premises insured against loss or damage by fire, lightning and winds are conder policies praviding 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 bereby, all in companies satisfactory to the Mortgagee, under insurance policies payable, in the or loss or damage, to Mortgagee, such rights to be evidenced by the standard mortgage clause to be attached to each policy, and shear deliver all policies, including additional and renewal policies, to the Mortgagee, and in case of insurance about to expire, shall deliver react all policies not less than ten days prior to the respective dates of expiration.
- 7. In case of default therein, Mongagee may, but need not, make any payment or perform any act hereinbefore required of Mortgagots in any form and manner deemed expedient, and may, but need not, make full or partial payments of principal or inferest on prior encumbrances, if any, and purchase, discharge, comero aise or settle any tax lien or other prior lien or title or claim thereof, or redeem from any tax sale or forfeiture affecting said premises or contest any tax or assessment. All moneys paid for any of the purposes berein authorized and all expenses paid or incurred in connectic, overewith, including attorneys fees, and any other moneys advanced by Mortgager to protect the mortgaged premises and the lien hereof shal be so much additional indebtedness seemed hereby and shall become immediately due and payable without notice and with interest exercine at the highest rate now permitted by Illinois law. Inaction of Mortgagee shall never be considered as a waiver of any right accruing to the Mortgagee on account of any default hereunder on the part of the Mortgagots.
- 8. The Mortgagee making any payment hereby ann gived relating to taxes or assessments, may do so according to any bill, statement or estimate procured from the appropriate public office with m, inquiry into the accuracy of such bill, statement or estimate or into the validity of any tax, assessment, sale, forfeiture, tax lien or ta, or claim thereof.
- 9. Mortgagors shall pay each item of indebtedness herein mantioned, both principal and interest, when due according to the terms hereof. At the option of the Mortgagee and without notice to Mortgagors, all unpaid indebtedness secured by this mortgage shall, notwith-standing anything in the note or in this mortgage to the contrary, recome 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 whether of acceleration or otherwise. Mortgager 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 incurred by an obshall of Mortgager for attorneys' fees, appraiser's fees, outlays for documentary and expenses which may be paid or incurred by an obshall of Mortgager for attorneys' fees, appraiser's fees, outlays for documentary and expenses which may be paid or incurred by an occupant of the decree of procuring all such abstracts withe, title searches, and examinations, title insurance policies. Torrens certificates, and similar data and assurances with respect to title as 'apprager may deem to be reasonably necessary either to prosecute such suit or to evidence to hidders at any sale which may be had oursuint to such decree the true condition of the title to or the value of the premises. All expenditures and expenses of the name in this paragrap mentioned shall become so much additional indebtedness secured hereby and immediately due and payable, with interest thereon at the airbest rate now permitted by Illimois law, when paid or incurred by Mortgagee in connection with (a) any proceeding, including probate an a fant ruptcy proceedings, to which the Muttager shall be a party, either as plaintiff, claimant or defendant, by reason of this mortgage or law indebtedness bereby secured; or (b) preparations for the commencement of any suit for the foreclosure hereof after accural of such in to foreclose whether or not actually commenced; or (c) preparations for the defense of any actual or threatened soil or proceeding, which, might affect the premises of 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 are premound 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: for the any overplus to Mottgagors, 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 do nonies or whether the same shall be then occupied as a homestead or not, and the Mortgager may be appointed as such receiver. Such receiver 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 he 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 teleased, 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 of 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 "Mortgagee" when used herein shall include the successors and assigns of the Mortgagee named herein and the holder or holders, from time to lime, of the note secured hereby.

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