MORTUSE (NLOSFFICIAL COPY

		CQ19500.
THIS INDENTURE, ma	de October 18 19.88 betwee	8849S5 ⁹⁷
William Roger	rs & Luevinger Rogers	-
(married to e	each other)	1857-01 512. - 7#1111 788% 1631 16788788 18745 33
33 North Park	kside Chicago, IL. 60644	#855 = A *-86-498597
berein referred to as "Mo		-
Fleet Finance	inc.	_
4415 W. Harri	ison sT Hillside, IL. 60162	_
(NO. AND ST	REET) (CITY) (STATE)	Above Space For Recorder's Use Only
herein referred to as "Mor		
Eleven Thous	int Four Hundred Seven and 75/100	e installment note of even date herewith, in the principal sum of
(\$ 11,407.75		and by which note the Mortgagors promise to pay the said principal ent of the balance due on the <u>ISE</u> day of <u>November</u>
19 95, and all of said s	principal z id a nerest are made payable at such place as the holders.	of the note may, from time to time, so writing appoint, and in absence
of such appointment, then	at the office we Mortgagee at 4415 W. Harriosi	ST. Hillside, II.60162
NOW THEREPOR	E. the Montessory to coure the payment of the said principal sum of	f money and said interest in accordance with the terms, previsions and
limitations of this mortrare	e, and the performance of the covenants and agreements herein coo	rained, by the Mortgagors to be performed, and also in consideration
of the sum of One Dollar is Mortgagee's successors an	is hand pind, the receipt whereof is hereby acknowledged, so by the dissigns, the following declarated Real Estate and all of their en	se presents CONVÉY AND WARRANT unto the Mortgagne, and the use, right, title and interest therein, situate, lying and being in the
City of Chica		AND STATE OF ILLINOIS, to with
The South 16	2/3 feet of Lot 12 and the North 16 :	2/3 feet of Lot 13 in Block 6 in
	s Subdivision of the South //3 3/4 Acr	
	8, Township 39 North, Range 13 East of	of the Third Prinicpal Meridian,
in Cook Count	y, Illinois.	50644 SS 195597
Commonly know	m as 33 North Parkside Chicago, (1)	50644 CM 3950
oomining mior	ii do 11 harai Taliinaa ahaaga,	95
	· · · · · ·	6
PIN # 16-08-	423-007	1%
which, with the property h	hereinafter described, is referred to herein as the "premises."	C
TOGETHER with a	all improvements, tenements, easements, fixtures, and appurtenance	thereso belonging and all recess issues and profess thereof for so long
TOGETHER with a and during all such times as equipment or articles now o	all improvements, tenements, easements, fixtures, and appurenance is Mortgagors may be entitled thereto (which are piedged primarily an or hereafter therein or theren used to supply heat, gas, air condition	d on a parmy with mid full sitate and not secondarily; and all apparatus, one, water, light, power, efrigeration (whether single units or centrally
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THE COVENANTS, CONDITIONS AND PROVISIONS REFERRED 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 prior lien to the Mortgagee; (4) complete within a reasonable time any 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 taxes, special assessments, water charges, sewer service charges, and other charges against the premises when due, and shall, upon written request, furnish to Mortgagee 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 lifinots 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 mortgages 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 paymens 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 give 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 laws. The Mortgagors further covenant to hold harmless and agree to indemnify the Mortgagee, and the Mortgagee's successors or assigns, against any liability incurred by reason of the imposition of any tax on the issuance of the note-bound hereby.
- 5. At such time is 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 (in addition to the required payments) as may be provided in said note.
- 6. Mortgagors shall keep 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 same or to pay in full the indebtedness secured hereby all in companies satisfactory to the Mortgagee, under insurance policies payable, in case of loss or damage, to Mortgagee, such rights to be evidenced by the standard new projections to be attached to each policy, and shall deliver all policies, including additional and renewal policies, to the Mortgagee, and in case of insurance about to e-pin, shall deliver renewal policies not less than ten days prior to the respective dates of expiration.
- 7. In case of default therein, Mor gage 5 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 any ie 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 tilly or claim thereof or redeem from any tax sale or forfeiture affecting said premises or contest any tax or assessment. All monies paid for any of the purposes herein authorized and all expenses paid or incurred in connection therewith, including after ey's fees, and any other monies advanced by Mortgagee to protect the mortgagod j em ser and the lien hereof, shall be so much additional indebtodness secured herein and shall become immediately due and physible without notice and with interest turner as at the higher of the annual percentage rate disclosed on the present note or the highest rate allowed by law. Inaction of Mortgagee shall never be considered as a waiver story right accruing to the Mortgagee on account of any default hereunder on the part of the Mortgagors.
- 8 The Mortgagee making any payment hereby auth reized 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 title or claim thereof.
- 9. Mortgagors shall pay each item of indebtedness herein minto not, both principal and interest, when due according to the terms hereof. At the option of the Mortgagoe and without notice to Mortgagors, all unpaid indebtedness yourned by this mortgage shall, notwithstanding anything in the note or in this mortgage to the contrary, become due and psyable (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 agression of the Mortgagor; herein contained.
- 10. When the indebtedness hereby secured shall become due whether by acceleration or otherwise, Mortgagee 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 or on behalf of Mortgagee for attorneys' fees, appearser's fees, appearser is fee, fullpy for documentary and expert or idence, stenographers' charges, publication costs (which may be estimated as to items to be expended after entry of use acree) of procuring all such abstracts of title, title searches, and examinations, title insurance policies. Tortens certificates, and similar data and assurances with respect of ride as Morgagee may deem to be reasonably necessary either to prosocute such suit or to evidence to bidders at any sale which may be had pursuant to such doctree? It is to condition of the title to or the value of the premises. All expenditures and expenses of the nature in this paragraph mentioned shall become so much additional in the adoess secured benefits and immediately due and psyable, with interest thereon at the higher of the annual percentage rate disclosed on the present note or the highes (rate allowed by law, when paid or incurred by Mortgagee in connection with (a) any proceeding, including foreclosure by a senior or junior mortgage, probate and has lampted proceedings, to which the Mortgagee shall be a party, either as plaintiff, claimant or defendant, by reason of this mortgage or any indebtedness hereby secured, or (b) preparations of the commencement of any suit for the foreclosure hereof after accrual of such right to foreclose whether or not actually commenced, or (c) preparations of the defense of any actual or threatened suit or proceeding which 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 offer of perority: first, on account of all costs and expenses incident to the foreclosure proceedings, including all such items as are mentioned in the preceding paragraph record, all other items which under the terms bereof constitute secured indebtedness additional to that evidenced by the note, with interest thereon as herein provide a 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 a ppear
- 12. Upon or at any time after the fiting of a complaint to foreclose this mortgage the court in which such complaint is fit of 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 Mortgages 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 lock, a dithe Mortgages 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 solvences use and a deficiency, during the full statutory period of redemptors, whether there be redemptors or not, as well as during any limit of the whether whether there is redemptors or not, as well as during any limit of the six when Mortgagons, 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 limit to time may authorize the receiver to apply the net income in his bands in payment in whole or in part of (1) the indebtodness secured hereby, or by any decree for closing 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 applications or not of oreciosure 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 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 of 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 Morigagee, 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 indebendiess 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 bilders from time to time, of the note secured hereby.