CAUTION: Consult a tawyer before using or acting under this form All warrantes, including merchantability and fitness, are excluded.

88583841

THIS INDENTURE, Sol Vargas	The state of the s	the state of the s	i di	
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	rision, Chicago		DEPT-01 R	ECORDING \$12 RAN 8521 12/19/88 15:15:0 B # 88-58584 1
nerein referred to as "f	Mortgagors," and	Berlinder george von der er War zu der er segen der zu der War zu gegen der de	* Cook c	E *-88-58384: DUNTY RECORDER
	de San Juan Credit U			
	lerton Ave., Chicago			
(NO. AN	D STREET) (CITY)	(STATE)	Ahme Spac	e For Recorder's Use Only
	Mortgagee," witnesseth:		<u> </u>	· · · · · · · · · · · · · · · · · · ·
THAT WHEREA	AS the Mortgagors are justly indebted to Mousand-Five-Hundre	o the Mortgagee upon the in		
				ors promise to pay the said principal
um and interest at the	receand in installments as provided in sa	aid note, with a final payment	of the balance due on the	LUth _{day of December}
a 93 adall afraida	cinal and and interest are much possible at a	each place as the bolders of the	a nota may from tima to tim	a in weiting appoint and in absonce
of such appointment, 1	hen at t'e o fice of the Mortgagee at	Caparieros	de San ouun -	edit union
Mortgagee, and the Mo and being in the Lot 12 in 1 the South	ORE, the Moder of its oscure the payme mortgage, and the performance of the comoffone Dollar i the nd paid, the receipt ortgages's successor and assigns, the following of the City of Chicago Block 3 in A.M. Wate 25 acres of the cast	erman's Subdivit 1/2 of the No.	ision of the West 1/4	ne and interest therein, situate, lying NDSTATEOF (LLINOIS, to wit: lest 5 acres of of Section 6,
Township 3	9 North, Range 14, E	Bast of the Th	ird Principal	Meridian, in
Cook Count	y, Illinois.			
Address: 2	142 W. Division, Chi	Ozgo. Il. Ta:	× #17-06-128-0	γ το
	hat the real property de			ntamest therein is C
ld, transfer	red, assigned, pledged,	or is the event t	that a contract i	is executed for the
ale of such pr	roperty at a future date	e, then and in any	y such event, suc	ch sale, transfer,
signment, ple	edging, or execution sha	all be decermined	to be a breach of	of the Mortgage
reement units	ss your credit union con and at the election of t	sents to same as	le, transier,	signment, pledging, 🏎
/ executation.	ANZI ST. LOG NILLWEATH WE	TO MAINET OF CIC	"ATE GACUTED DY	The morroage, the
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- 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 Mortgagoe; (2) 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 the Mortgagoe 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 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 or the mortgages or the mortgage or the 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 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 taw. 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 secured hereby.
- 5. At such time the Mortgagors are not in default either under the terms of the note secured hereby or under the terms of this mortgage, the Mortr 3013 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 she'll youp all buildings and improvements now or hereafter situated on said premises insured against loss or damage by fire, lightning and win istorm under policies providing for payment by the insurance companies of moneys sufficient either to pay the cost of replacing or repairing same or to pay in full the indehiedness secured hereby, all in companies satisfactory to the Mortgagee, under insurance policies pay be in case of loss or damage, to Mortgagee, such rights to be evidenced by the standard mortgage clause to be attached to each policy, and the local policies, including additional and renewal policies, to the Mortgagee, and in case of insurance about to expire, shall deliver renewal policies not less than ten days prior to the respective dates of expiration.
- 7. In case of default therein, My tyages may, but need not, make any payment or perform any act hereinbefore required of Mortgagors in any form and manner deemed expediant, and may, but need not, make full or partial payments of principal or interest on prior encumbrances, if any, and purchase, dischare, compromise 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 herein authorized and all expenses paid or incurred in connection therewith, including attorneys fees, and any other moneys advanced by Mortgagee to protect the mortgaged premises and the lien were n, shall be so much additional indebtedness secured hereby and shall become immediately due and payable without notice and with interest the con 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 Mortgagors.
- 8. The Mortgagee making any payment hereby arthorized relating to taxes or assessments, may do so according to any bill, statement or estimate procured from the appropriate public offic; without inquiry into the accuracy of such bill, statement or estimate or into the validity of any tax, assessment, sale, forfeiture, tax lies or ribe or claim thereof.
- 9. Mortgagors shall pay each item of indebtedness have mentioned, both principal and interest, when due according to the terms hereof. At the option of the Mortgagee and without notice is Mortgagors, all unpaid indebtedness secured by this mortgage shall, notwith-standing anything in the note or in this mortgage to the contrary, become due and payable (a) immediately in the case of default in making payment of any installment of principal or interest on the note, a (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 which it 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 altorneys' fees, appraiser's fees, outlays for documentary and expert evidence, stenographers' charges publication costs and costs (which may be estimated as to items to be expended after entry of the decree) of procuring all such abstraries if title, title searches, and examinations, title insurance policies. Torrens' certificates, and similar data and assurances with respect to tale as Mortgagee may deem to be reasonably hereofers to prosecute such suit or to evidence to bidders at any sale which may be had pursuant to such decree the true condition of the title to or the value of the premises. All expenditures and expenses of the nature in this part at oh mentioned shall become so much additional indebtedness secured hereby and immediately due and payable, with interest thereon at the lighest rate now permitted by Illinois law, when paid or incurred by Mortgagee in connection with (a) any proceeding, including probs'e and bankruptcy 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 for the commencement of any suit for the foreclosure hereof after accrual of such right to foreclose whether or not actually commenced; or (c) preparations for 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 order of priority: First, on account of all costs and expenses incident to the foreclosure proceedings, including all such items as a comentioned 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; fourth, 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 appoint a receiver of said premises. Such appointment may be made either before or after sale, without notice, without regard to the solvency of insolvency of Mortgagors 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 not, and the Mortgagee 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 be 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 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 said; (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 he 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 Mortgagee, notwithstanding such extension, variation or release.
- 17. Mortgagee 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 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 indebtedness or any part (hereof, 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 sexusted hereby.

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