6961 N. Oakley Ave., Chicago, IL (NO. AND STREET) (CITY)

Above Space For Recorder's Use Only

herein referred to as "Mortgagee," witnesseth:

Elvira Hetland

(s. 120,000.60 ), 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 1st day of April 19.92, and all of said principal and dinterest 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 6961 N. Oakley, Chicago, Illinois 60645

NOW, THEREFORE, the Mortgage of 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 performance of the covemants and agreements herein contained, by the Mortgagors to be performed, and also in consideration of the sum of One Dollar in lan epaid, the receipt whereof is hereby acknowledged, do by these presents CONVEY AND WARRANT unto the Mortgagee, and the Mortgagee's successors of assigns, the following described Real Estate and all of their estate, right, title and interest therein, situate, lying \_\_\_\_\_COUNTY OF \_\_\_\_\_COOK \_\_\_\_\_ AND STATE OF HAINOIS, to with and being in the City of Chicago

Lots 17 and 18 in Block 25 in Rogers Park, a Subdivision in Sections 30, 31 and 32, Township 41 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

MORTGAGORS ACKNOWLEDGE THAT THE REAL ISTATE IS NEITHER RESIDENTIAL OR AGRICULTURAL REAL ESTATE AS DEFINED BY THE ILLINOIS MORTA-CT FORECLOSURE LAW, ILL. REV. STAT.. CH. 110. SECTIONS 15-1101 ET SEQ., AND HEREBY WAIVE ANY AND ALL RIGHTS OF REINSTATEMENT AND REDEMPTION UNDER SAID STATUTE.

which, with the proper	ty hereinafter c	Jescribed,	, is referred to	) herein as the	"premises
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Permanent Real Estate Index Number(s): 11-31-211-004 and 11-32-211-005

Address(es) of Real Estate: 7025 N. Ravenswood Ave., Chicago,

TOGETHER with all improvements, tenements, easements, fixtures, and appurtenances thereto belonging, and all rents, issues and profits thereof for so long and during all such times as Mortgagors may be entitled thereto (which are pledged primarily and on a parily, so in said real estate and not secondarily) and all apparatus, equipment or articles now or hereafter therein or thereon used to supply heat, gas, an conditioning water, light, power, refrigeration (whether single units or centrally controlled), and ventilation, including twithout restricting the foregoing), servens, what we shades, storm doors and windows, floor coverings, inador beds, awnings, stoves and water heaters. All of the toregoing are declared to be a part of said real est at whether physically attached thereto or not, and it is agreed that all similar apparatus, equipment or articles hereafter placed in the premises by Mortga, or you their successors or assigns shall be considered as constituting part of the real estate.

TO HAME AND TO HAME All the apparatus of the Martingary and the Martingary and the All the samples of the considered as constituting part of the real estate.

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

The name of a record owner is: George Kaltezas and Helena Kaltezas

This mortgage consists of two pages. The covenants, conditions and provisions appearing on page 2 (the reverse side of this mortgage) are incorporated herein by reference and are a part hereof and shall be binding on Mortgagors, their heirs, successors and assigns.

Witness the hand ... and scale ... of Mortgagors the hand year first above written.

| Vol. | Vol. | (Seal) PLEASE PRINT OR

Heléna Kaltezas

TYPE NAME(S) BELOW SIGNATURE(S)

in the State aforesaid, DO HEREBY CERTIFY that George Kaltezas and Helena

OF ALLE AND KELLEZAS, his wife

IMPRESS OF RAPPOLDers ally known to me to be the same person. So whose name so are subscribed to the foregoing instrument.

SEAL OF ACT OF 1900 1900 at their free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the Grant and Comment and Commen

Given under my hand and official seat, this day of November 10 88

Commission expires 19 Seather 19 Seather 19 November 19 Nov

This instrument was prepared by

Richard Rappold, 30 N. LaSalle St., #2400, Chicago, (NAME AND ADDRESS)

Mail this instrument to Richard Rappold, 30 N. LaSalle St., #2400.

Chicago

Illinois

(ZIP CODE)

L West

2 s.c. MAIL 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 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 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 mortgagee'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 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 law. 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 to 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 bee, all buildings and improvements now or hereafter situated on said premises insured against loss or damage by fire, lightning and winds orn under policies providing for payment by the insurance companies of moneys sufficient either to pay the cost of replacing or repairing or same or to pay in full the indebtedness secured hereby, all in companies satisfactory to the Mortgagee, under insurance policies payable, because of loss or damage, to Mortgagee, such rights to be evidenced by the standard mortgage clause to be attached to each policy, and such deliver all policies, including additional and renewal policies, to the Mortgagee, and in case of insurance about to expire, shall deliver reneval policies not less than ten days prior to the respective dates of expiration.
- 7. In case of default therein, Mo 'agee 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 encumbrances, if any, and purchase, discharge, combrowise or settle any tax hien 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 hereof, 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 Mortgagee shall never be considered as a waiver of any right accrumation, the Mortgagee on account of any default hereunder on the part of the Mortgagors.
- 8. The Mortgagee making any payment hereby without 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 lies or claim thereof.
- 9. Mortgagors shall pay each item of indebtedness herein mentioned, 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, become due and payable (a) immediately in the case of default in making payment of any installment of principal or interest on the note, on the mortgagors have 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 or 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 con behalf of Mortgagee for attorneys' fees, appraiser's fees, outlays for documentary and expert evidence, stenographers' charges, proficultion costs and costs (which may be estimated as to be expended after entry of the decree) of procuring all such abstracts of title, title searches, and examinations, title insurance policies, Torrens certificates, and similar data and assurances with respect to vice as Mortgagee may deem to be reasonably necessary either to prosecute such suit or to evidence to bidders at any sale which may be had sure ant 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 paragraph mentioned shall become so much additional indebtedness secured hereby and immediately due and payable, with interest thereon a "be lighest rate now permitted by Illinois law, when paid or incurred by Mortgagee in connection with (a) any proceeding, including probate are a bankruptcy proceedings, to which the Mortgagee shall be a party, either as plaintiff, claimant or defendant, by reason of this mortgage, any indebtedness hereby secured; or (b) preparations for the commencement of any suit for the foreclosure hereof after accrual of such right affect the premises or the security hereof. 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 mentioned 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 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 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. Sign 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 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 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 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.