	RE-RECORDED BEC INTEINAL PROPERTY MONTGAGE ILLINO For Use With Note Form N		COPY	8855 <b>6241</b>	-
_	MENT CONSTITUTES A S	ECOND MORTGAGE.		-88-59600	1
CAUTION: Consult a lawyer makes any warranty with res	before using or acting under this form. Net pect thereto, including any warranty of merci	ther the publisher nor the seller of this (12) has less than the publisher purpose the particular purpose.	C-2 PK 3: 17	8855624	ţ.
	made December 2, EN AND MARYANN RASM joint tenants	19 88 , herwee	44836	TRAN 0108 12/28/88 (COUNTY RECORDER	\$13.25 \$13.1 [2:35:00 \$40:01
278 Mary Stre	et, Winnetka, Illin	OIS 60093 (CITY) (STATE)	100	<u> </u>	
herein referred to as "	Mortgagors," and		-	- ۲'	
	Western Avenue, Chi	cago, Illinois 606	·	The Report of March	
	Mortgagee," witnesseth:		<u></u>	ace For Recorder's Use Only	
******ONE HUI	AS the Mortgagors are justly independent of the NURE THIRTY-SEVEN	THOUSAND FIVE HUNDR	ED AND NO/100****	ate herewith, in the principal sun	
sum and interest at the 19 <b>.23</b> and all of said p of such appointment, t UNICAGO, III	rate and in installments as provide sincipal and objects are made pay then at the different fithe Mortgagee 10015 66643	ed in said note, with a final paym able at such place as the holders of KATZMANNBUILDIN	ent of the balance due on the of the note may, from time to t G. FUND, 10426 Sou	agors promise to pay the said princ 3/11 day of DECEMBE, me, in writing appoint, and in abso th Western Avenue	R.B.
NOW, THEREFO and limitations of this consideration of the su Mortgagee, and the Me	DRE, the Mortgag orse esecure the mortgage, and the performance or m of One Dollar in hand edid, the ortgage's successor and assigns, I	payment of the said principal sur of the covenants and agreements receipt whereof is hereby acknow he following described Real Esta	n of money and said interest in herein contained, by the Mo ledged, do by these presents C te and all of their estate, right,	accordance with the terms, provisi rigagors to be performed, and also ONVEY AND WARRANT unto title and interest therein, situate, ly AND STATE OF ILLINOIS, to	ons o in the ring
Lot 2 in Sand the West 382 West 19.70 fe Range 12 East	alwood Unit Number of the East 857 fee et) of that part of of the Third Princ oad, In Cook County	t (excepting theref the Mortheast % of iple Moridian lying	rom the South 14 Section 36, Town	l feet of the ship 36 North,	
division reco which, with the propert Permanent Real Estate	rded March 13, 1968 by hereinafter described, is referred Index Number(s): Vol.147	as Document 204289 d to herein as the "premises." 27-36-202-002 0000	19 for ingress ar		-88-5950
Address(ck) of Real Est	ale: 17515 South SAnd	lalwood Drive, Tinl	<u>ey Pirk, Illinois</u>	60473	- Š
long and during all such all apparatus, equipmen single units or centrally coverings, inador beds, or not, and it is agreed t considered as constituting TO HAVE AND Therein set forth, free fro the Mortgagors do here!  The name of a record ow This mortgage considered and therein by reference and	times as Mortgagors may be entitle it or articles now or hereafter there controlled), and ventulation, inch awnings, stoves and water heaters hat all similar appuratus, equipment of the real estate. O HOLD the premises unto the Monall rights and benefits under and yexpressly release and waive.	d thereto (which are pledged pring in or thereon used to supply hear ding (without restricting the forth All of the foregoing are declared at or articles hereafter placed in lortgagee, and the Mortgagee's sit by virtue of the Homestead Exe P. SARYANNYRASMI conditions and provisions appearing on Mortgages, their heles, su	narily and on a party v. th. said, y. gas, air conditioning state of the bear of said real end to be a part of said real end to be a part of said real end to be premises by Mortgand so diccessors and assigns, forever mption Laws of the State of Il	ents, issues and profits thereof for real estate and not secondarily) at light, power, refrigeration (wheth les, storm doors and windows, flowhether physically attached there is their successors or assigns shall for the purposes, and upon the usinois, which said rights and benefit of this is orthogonated.	es CC
PLEASE	DAVID RASMUSSEN	(Seal)	MARYANNERASMUSS	N AMUMACY (Sea	
PRINT OR TYPE NAME(S) BELOW	,	461		(For	ا هدموا ا
SIGNATURE(S)	0.16	(Seal)		(Sea	"
Given under my hand and	personally known to me to be appropried perfore me this day in the free and right of homestead.	the same person S whose reperson, and acknowledged that volvinary act, for the uses and poday of the same person.	VID KASI SEN ALE subsc They signed, scaled a	ribed to the foregoing instrument and delivered the said instrument and ing the release and waiver of the	38256
Commission expires	ared by JAMES G. ALEX	Attorney at Law.	100 West Monroe S	Notary Publi	-
This instrument was prep  Mail this instrument to	JAMES G. ALEX, 100 Chicago	(NAME AND ADDRESS)		10 20603	
OR RECORDER'S OFF	(CITY)		(STATE)	(ZIP COOE	

- 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 mechanics of 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 creation apon 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 Mortgagee duplicate receipts therefor. To prevent default hereunder Mortgagors shall pay in full under protest, in the manner provided by statistic, 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 between 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 between 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 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 Mortgagore, and the Mortgagoe'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 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 (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 wilds of munder 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 morticing challes to be attached to each policy, and shill deliver all policies, including additional and renewal policies, to the Mortgagee, and it case of insurance about to expire, shall deliver chewal policies not less than ten days prior to the respective dates of expiration.
- 7. In case of default therein, Mortgagee may, but need not, make any payment or perform any act hereinbefore required of Mortgagors in any form and manner deemed experient, and may, but need not, make 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 here or title or claim thereof, or indeem from any tax sale or forfeiture affecting said premiss or contest any tax or assessment. All moneys paid for any of the purposes herein authorized and all expenses paid or incurred in conic uon therewith, including attorneys fees, and any other moneys advanced by Mortgagee to protect the mortgaged premises and the lien never, shall be so much additional indebtedness secured hereby and shall become immediately due and payable without notice and with interest viction at the highest rate now permitted by Illinois law. Inaction of Mortgagee 5.0 never be considered as a waiver of any right accreting to the Mortgagee on account of any default hereunder on the part of the Mortgagors
- 8. The Mortgagee making any payment hereby supported 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 litle 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, occume 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 when'r 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 or or on behalf of Mortgagee for attorneys' fees, appraiser's fees, outlays for documentary and expert evidence, stenographers' charges, rublication costs and costs (which may be estimated as to items 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 title as Mortgagee may deem to be reasonably necessary either to prosecute such suit or to evidence to bidders at any sale which may be nad 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 present to the highest tate now permitted by Illinois law, when paid or incurred by Mortgagee in connection with (a) any proceeding, including probate and bankruptcy proceedings, to which the Mortgagee shall be a party, either as plaintiff, claimant or defendant, by reason of this mortgar, 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 at 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 are 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 care 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 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 foreclosute 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 during the hours 7:00PM, Monday thou Satunday, upon 24 hours notice.
- 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 clammic under or through Mortgagors, and the word "Mortgagors" when used herein shall include all such persons and all persons hable 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.
- 19. This Mortgage shall be assumable by Mortgagor's successors provided Mortgagee shall give his consent, which consent shall not be unreasonably withheld. Mortgagee shall allor

Mortgagor to convert the property to a condominium provided title is not conveyed.

88556241

UNOFFICIAL COPY

THIS LIEN OF THE MORTCAGE IS SUBORDINATED TO THE LIEN OF THAT CERTAIN MORTGAGE

DATED NOVEMBER 22, 1988 AND RECORDED DECEMBER 1, 1988 AS DOCUMENT NUMBER

MADE BY DAVID B. RASMUSSEN AND MARYANN P. RASMUSSEN HIS WIFE TO FIRST SAVINGS

AND LOAN ASSOCIATION OF SOUTH HOLLAND, A CORPORATION OF ILLINOIS, TO SECURE A NOTE

FOR \$175,000.00.

Property of County Clark's Office

-88-596001