MOFTGLGE (L.NOIS) For Use With Note Form No. 1447

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THIS INDENTURE, made December 23 19 88, between	
Steve Young Moy and Sue Young Moy, his	
wife	DEFT-04.
1445 Glenwood Glenview Illinois	. T+3333 TRAN 0305 12/29/65 16:23:00
(NO. AND STREET) (CITY) (STATE) herein referred to as "Mortgagors," and Donna: Guba, Carol	COOK COUNTY RECORDER
Merrick, William Rychlik, Jr., Nancy	
Rychlik, Elizabeth Lawson, or Bearer	
(NO. AND STREET) (CITY) (STATE)	
herein referred to as "Mortgagee," witnesseth:	Above Space For Recorder's Use Only
THAT WHEREAS the Mortgagors are justly indebted to the Mortgagee upon the ins One Hundred Thousand and 00/100	stallment note of even date herewith, in the principal sum of
(\$ 1.00,000,00) payable to the order of and delivered to the Mortgagee, in and	1 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	of the balance due on the 1st day of January .
19.2.9 and all of said principal in trest are made payable at such place as the holders of the of such appointment, then at the offic of the Mortgagee at 17.4.0 Waukegan R	Road Glenview, Illinois 60025
NOW, THEREFORE, the Mortgage, see secure the payment of the said principal sum of a and limitations of this mortgage, and the post mance of the covenants and agreements here consideration of the sum of One Dollar in hand past, the receipt whereof is hereby acknowledge Mortgagee, and the Mortgagee's successors and assigns, the following described Real Estate an	money and said interest in accordance with the terms, provisions sin contained, by the Mortgagors to be performed, and also in
Mortgagee, and the Mortgagee's successors and assigns, the following described Real Estate an	id all of their estate, right, title and interest therein, situate, lying
and being in the <u>Village of Glenview</u> country of <u>C</u> Lot 1, in Schroeder's Resubdivision of Lot	46 in Glenview Highlands, being
a subdivision of part of the East half of S	ection 26, Township 42 North,
Range 12 East of the Third Principal Meridi	an, in Cook County, Illinois.
In the event of the sale or transfer of all securing the payment hereof the entire prin	cipal balance and interest due
here under shall be immediately due and pay	able.
4 ,	1
which, with the property hereinafter described, is referred to herein as the "premises."	K OO MAII
	MAIL MAIL
Permanent Real Estate Index Number(s): 04-26-405-113	
Address(es) of Real Estate: 1445 Glenwood Glenview	, 111nois 60025
TOGETHER with all improvements, tenements, easements, fixtures, and appurtenances t	thereto belowing and all rents, issues and profits thereof for so
TOGETHER with all improvements, tenements, easements, fixtures, and appurtenances t long and during all such times as Mortgagors may be entitled thereto (which are pledged primari all apparatus, equipment or articles now or hereafter therein or thereon used to supply heat, ga	is, air conditionic /, wat/r_light_power_refrigeration (whether
single units or centrally controlled), and ventilation, including (without restricting the foregoi coverings, inador beds, awnings, stoves and water heaters. All of the foregoing are declared to b	be a part of said real ent. to whether physically attached thereto
or not, and it is agreed that all similar apparatus, equipment or articles hereafter placed in the considered as constituting part of the real estate.	
TO HAVE AND TO HOLD the premises unto the Mortgagee, and the Mortgagee's succe berein set forth, free from all rights and benefits under and by virtue of the Homestead Exempt	essors and assigns, forever, (ar the purposes, and upon the uses tion Laws of the State of Illing and years and rights and benefits
he Mortgagors do hereby expressly release and waive. The name of a record owner is: Steve Young Moy and Sue Yo	ung Moy, his wife
This mortgage consists of two pages. The covenants, conditions and provisions appearing herein by reference and are a part hereof and shall be binding on Mortgagors, their heirs, succe	on page 2 (the reverse side of this mi rigism) are incorporated
Witness the hand and seal c. of Mortgagors the day and year first above written.	
Sure Many May (Seal)	Sur Vous Staries (Seal)
PRINT OF TOTAL THE SECRET YOUNG MOY ()	Sue Young Moy
Beach, Pablic State of Binois (Seal)	(Seal) C (Seal)
my commission Expires 3/1978.	
	1, the undersigned, a Notary Public in and for said County Young Moy and Sue Young
Моу	
MPRIESS personally known to me to be the same personS. whose main SEAL appeared before me this day in person, and acknowledged that	
their free and voluntary act, for the uses and purpo	oses therein set forth, including the release and waiver of the
right of homestead.	
iven under my hand and official seal, this 23EG day of Decem. Commission expires 3/19/ 19 98 4/	Take Gi Lethyal
his instrument was prepared by Robert Kominsky-180 N. LaSa	lle St; Chicago, Ill. 60601
(NAME AND ADDRESS)	
(NAME AND ADDRESS)	
Chicago Illi:	(STATE) /ZIP CODE)
DR RECORDER'S OFFICE BOX NO.	The Court of the C

THE COVENANTS, CONDITIONS AND PROPERTY OF 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 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 Mortgagoe, 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 see all buildings and improvements now or hereafter situated on said premises insured against loss or damage by fire, lightning and windstare 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 payaclar, and case of loss or damage, to Mortgagee, such rights to be evidenced by the standard mortgage clause 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 expire, shall deliver an policies not less than ten days prior to the respective dates of expiration.
- 7. In case of default therein, Martiagee may, but need not, make any payment or perform any act hereinbefore required of Mortgagors in any form and manner deemed expedant, 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 lien or title or claim thereof, or redeem from any tax sale or forfeiture affecting said previous or contest any tax or assessment. All moneys paid for any of the purposes herein authorized and all expenses paid or incurred in come, ion therewith, including attorneys' fees, and any other moneys advanced by Mortgagee to protect the mortgaged premises and the lien heleof, chall be so much additional indebtedness secured hereby and shall become immediately due and payable without notice and with interest there is at the highest rate now permitted by Illinois law, Inaction of Mortgagoes 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 juthorized 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 hele n 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, natwith-standing anything in the note or in this mortgage to the contrary, occo ne 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.
- Io. When the indebtedness hereby secured shall become due which respect to the core of respondent 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 which respond 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, appraiser's fees, outlays for documentary and expert evidence, stenographers' charges, outlieation 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 had result to such decree the true condition of the title or the value of the premises. All expenditures and expenses of the nature in this pragraph mentioned shall become so much additional included by dortgagee in connection with (a) any proceeding, including probate and bankruptcy proceedings, to which the Mortgage 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 of the preparations for the commencement of any suit for the foreclosure hereof after accrual of such right to foreclose whether or not actually of the preparations for the commencement of any suit for the foreclosure hereof after accrual of such right to foreclose whether or not actually account of all costs and expenses incident to the
 - 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 is are mentioned in the preceding paragraph hereof; second, all other items which under the terms hereof constitute secured indebtedness adding all to that evidenced by the note, with interest thereon as herein provided; third, all principal and interest remaining unpaid on the rote; 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 solveney or insolveney of Mortgagors at the time of application for such receiver and without regard to the then value c. it e 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 c. 10 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 promises dura the whole of said period. The Court from time to time may authorize the receiver to apply the net income the his hands in payment in whole or in part of: (1) The indebtedness secured hereby, or by any decree foreclosing this mortgage; or any taxy special assessment of other lien which may be or become superior to the lien hereof or of such decree, provided such application is made prior to foreclosurely 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
 - 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.