For Use With Note Form No. 1447

THTC	TC	Λ	CEUUNIU	MORTGAGE
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Mail this instrument to \_\_WEST\_SUBURBAN\_BANK-OP-

OR RECORDER'S OFFICE IN MINISTRALE, IL 60108

CAROL STREAM/STRATFORD SQUARE

355 W. ARMY PRIVIL ROAD

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makes any warranty with rosp	ect thereto, including any wairanty of merchantabi	Polande Cale Continue Ministre 8	31 88074013 H	A Rec	12.00
THIS INDENTURE,	made February 11, D'Brien and Louise M. C		88	80'74013	
husband a	and wife				
1711 N. 7	77th Avenue, Elmwood Pa Darneer) (ciry	nrk, IL (STATE)			
	Mortgagots," and				
	irban Bank of Carol Str		. 5, 5 (54)	£144	
355 W. Ar	my Trail Road, Bloomir Datreet) (City	igdale, IL 60108.	Alama Canas Para	Danier Jacks Hen Only	
Berein referred to as "M	Mortaness "Witnesselle Co., INC.	to the Mortengee upon the		Recorder's Use Only with, in the principal sum	of
(\$ 50,000.00 sum and interest at the	rate ap . in installments as provided in	said note, with a final paymer	it of the balance due on the	day of	
of such appointment, t	rincipal and interest are made payable then at the GMCe of the Mortgagee at	355 W. Army Trall	Road, Gloomingdale,	II. 60108	
NOW, THEREFO and limitations of this consideration of the su Mortgagee, and the Mo and being in the	ORE, the Mortgag ors secure the pay mortgage, and the part imance of the mot One Dollar in han could, the recei ortgages's successors and assigns, the to VILLAGE OF ELMWOOD PAR	ment of the said principal sum o covenants and agreements h pt whereaf is hereby acknowle illowing described Real Estate IKCOUNTY OFC	of money and said interest in accorda erein contained, by the Mortgagors dged, do by these presents CONVII and all of their estate, right, title and 20[8]	nce with the terms, provisic to be performed, and also YAND WARRANT anto- linterest therein, situate, by TATE OF ILLINOIS, to v	ous the the ing wit:
Sons Third Ad (except the N	t the North 10 feet) a dition to Greenfield's orth 174 feet and the t of the Third Princip	, a Subdivision o South 191 feet) o	of the East 1/2 of th of Section 36, Townsh	e Southwest 1/4 ip 40 North,	nd
		4	880	74013	
to the toxes or mortgage or any	pall secure may and all runawals on, with interest at sect inefer rate of interest shall not impute quaranter from personal limility ty hereinafter described, is referred to the control of the control	ate as any be higed upon and any matter val dity of heading for the lode and herein as the "premises,"	not my such rangers or extension of the portung; was butnby sucured.	nor telease the	
		319-015 ALL		ga sa nach Million (p.p., ngun 175 ya nastron Asimique) aran a nach Asique	•
Address(es) of Real Es	tate: 1711 N. 77th Avonu	e, Elmwood Park,	II.	to the billion of the second o	
all apparatus, equipments or centrally enverings, mador beds, or not, and it is agreed considered as constitution TO HAVE AND Therein set forth, free from the Mortgagors do here	all improvements, tenements, casemer times as Mortgagors may be entitled the new or relicious may be entitled the new controlled), and ventilation, including awnings, stoves and water heaters. All that all similar apparatus, equipment of ing part of the real estate.  FO HOLD the premises unto the Mortgon all rights and benefits under and by the expressly release and waive, where is:  Same as above	or thereon used to supply hoat, g (without restricting the fore) of the foregoing are declared or articles horeafter placed in t gagee, and the Mortgagee's su virtue of the Homestend Exer	gas, air conditions, a writer, light, p going), screens, win low sindes, sto to be a part of said real e. a te wheth the promises by Mortgage is or their eccessors and assigns, forever for the aption Laws of the State of Themis	ower, retrigoration (whoth im doors and windows, flo- er physically attached there successors or assigns shall t marposes, and upon the us saich said rights and benefi	er or to be es its
The name of a record of This mortgage con-	sists of two pages. The covenants, cont l are a part hereof and shall be binding i	litions and provisions appear	ng on page 2 (the reverse side of this	n ortgage) are incorporate	od .
Witness the hand.	and sent of Mortgagors the day	and year first above written.	<b>∠</b> \) .	LSc.	
PLEASE	John R. O'Brien	**************************************	Louise M. O'Brien		11)
PRINT OR TYPE NAME(S) BELOW SIGNATURE(S)	(pr/	(Sent)		20 FE	क्षे धाः 🔻
State of Iffinois, County	ofDuPageDuPage		I, the undersigned, a Notary I	Public in and for said Coun	· 00
"OSEIPIAL CEAL"	John R. O'Brien and	BY CERTIFY that	n. husband and wife	paginal de la propie de propies de la composition della compositio	<u>oo</u>
impre <b>lised of Brien</b> Mare Public, State of III Commission Expires 10	personally known to me to be the finding pealed before me this day in pealed to the free and volume to the finding to the finding to the fight of homestead.	same person .S whose needs whose needs when the same person is a second contract that	ume 9. BPS subscribed t	o the foregoing instrumen vered the said instrument :	i, 🔀
	nd official scal, this 11th	day of Februar	Y Sicos Of	19.88	ຼ ເນັ
Phis instrument was pre	pared by Linda O'Brien	MAME AND ADDORSO	and the law to the analysis of the state of	INOTARY PUBL	$\mathcal{T}$

(ZIP CODE)

## THE COVENANTS, CONSTITUTION AND ROVISIONS DETERRED TO CORP. (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 taxation of 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 mortgage'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 lax 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 incorred 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 at buildings and improvements now or hereafter situated on said premises insured against loss or damage by fire, lightning and windsto, in inder policies providing for payment by the insurance companies of moneys sufficient either to pay the cost of replacing or repairing the late or to pay in full the indebtedness secured hereby, all in companies satisfactory to the Mortgagee, under insurance policies payable, in lose 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 renewal 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, Mortuagee may, but need not, make any payment or perform any act hereinbefore required of Mortgagors in any form and manner deemed expedient, r... 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 premises are contest any tax or assessment. All moneys paid for any of the purposes berein 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, thall 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 accruing to the Mortgagee on account of any default hereunder on the part of the Mortgagors.
- 8. The Mortgagee making any payment hereby audio ized 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 officer claim thereof.
- 9. Mortgagors shall pay each item of indebtedness hereit meritioned, both principal and interest, when due according to the terms hereof. At the option of the Mortgagee and without notice to Mortgage rs, 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, or to 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 whether by acceleration or otherwise, Mortgagee shall have the right to foreclose the lien hereof. In any suit to foreclose the lien hereof, there sine he 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, publication costs and costs (which may be estimated as to be expended after entry of the decree) of procuring all such abstracts of rite, title searches, and examinations, title insurance policies. Torrens certificates, and similar data and assurances with respect to the 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 pursuant to such decree the true condition of the title 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 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 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 at the highest rate now permitted by Illinois law, when paid or incurred by Mortgagee in connection with (a) any proceeding, including probate and binkruptey proceedings, to which the Mortgagee shall be a party, either as plaintiff, claimant or defendant, by reason of this mortgage of the increase whether or not actually commenced; or (c) preparations for the defense of any setual 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 are monomed 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 form, 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 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 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.