For Use With Note Form No. 1447

PURCHASE MONEY MORTGAGE

using or acting under this form. Neither the publisher nor

5821356**T**

PIOTR ZUBEK, a bachelor 5037 S. Paulina Chicago, Illinois Monowoffirett Network of the company of the compa		THIS INDENTURE, m.	May 12,	19.88	between			
CREATED H. SCERBA, husband and wife ROULE 2, BOX 113A, Delavan, Wisconsin NO AUSTREET NOW Myright To the Warrague argusts independ to the Morrague apon the mealment method to the Morrague prome to pay the said freeze and the said principal and delivered to the Morrague apon the mealment method to the Morrague prome to pay the said freeze and method to the Morrague promise to the Morrague and		PIOTR ZU	BEK, a bachel	or				
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tree and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the

(STATE)

Given under my hand and official seal, this day of Commission expires 28, 19 90. Cultural X. Wayer

This instrument was prepared by Cynthia A. Bergmann, Wilson & McIlvaine, 135 S. LaSalle St., Chicago, II.

(NAME AND ADDRESS)

Mail this instrument to Cynthia A. Bergmann, Wilson & McIlvaine, 135 S. LaSalle St., Chicago, III. 60603

(NAME AND ADDRESS)

(ZIP CODE)

right of homestead.

THE COVENANTS, CUDITION OF PROVIDED LATER COVENANTS, CUDITION OF THE PRO

- 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 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 price lien to the Mortgagee; (4) 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 Mortgagee duplicate receipts therefor. To prevent default hereunder Mortgagors shall pay in full under protest, in the manner provided by statute, any tax of 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 of require Mortgagers to make such payment or the 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 declate 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 occurred by reason of the imposition of any tax on the issuance of the note secured hereby.
- At such time is the Mortgagors are not in default either under the terms of the note secured hereby or under the terms of this ie, the Mortgagors shall have such privilege of making prepayments on the principal of said note (in addition to the required paymortgage, the Mortgag as shall have such ments) as may be provided in said note.
- 6. Mortgagors shall be all buildings and improvements now or hereafter situated on said premises insured against loss or damage by fire, lightning and wind for n under policies providing for payment by the insurance companies of modely, sufficient either to pay the cost of replacing or repairing the same or to pay in full the indebtedness secured hereby. Ill in companies satisfactory to the Mortgagee, under insurance policies payatie, 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 in it deliver all policies, including additional and renewal policies, to the Mortgagee, and in case of insurance about to expire, shall deliver rinewal policies not less than ten days prior to the respective dates of expiration.
- 2. In case of default therein. My reagee 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, on promise or settle any tax lien or other prior lien or title or claim thereof, or redeem from any tax sale or forfeiture affecting said promise or contest any tax or assessment. All moneys paid for any of the purposes herein authorized and all expenses paid or incurred in corracction therewith, including attorneys fees, and any other moneys advanced by Mortgagee to protect the mortgaged premises and the lien hereof, stall be so much additional indebtedness secured hereby and shall become immediately due and payable without notice and with interest their on at the highest rate now permitted by Illinois law Inaction of Mortgagoe shall 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 an horized 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 tide 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, 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 whe nerr by acceleration or otherwise. Mortgagee shall have the right to foreclose the lien hereof. In any suit to foreclose the lien hereof, their shill 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 expenses which may be paid or incurred by or on behalf of Mortgagee for attorneys fees, appraiser's fees, outlays for documentary and expenses which may be paid or incurred by or on behalf of Mortgagee for attorneys fees, appraiser's fees, outlays for documentary and expenses which may be paid or incurred after entry of the decree! of procuring all such abstracts of tille, tille 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 hidders at any sale which may be had you uant to such decree the true condition of the tile to or the value of the premises. All expenditures and expenses of the nature in this caraging the mentioned shall become so much additional indebtedness secured hereby and immediately due and payable, with interest thereon withe aighest rate 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 motting for any indebtedness hereby secured, or the preparations for the commencement of any suit for the foreclosure hereof after accruall 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 are mentioned in the preceding paragraph hereof; second, all other items which under the terms hereof constitute secured indebtedness add uoual to that evidenced by the note, with interest thereon as herein provided; third, all principal and interest remaining unpaid on the rote; burth, 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 sien 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 solven, 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 ecciver shall have power to collect the rents, issues and profits of said premises during the pendency of such foreclosure suit and, in cases 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 pastment 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 passement of taxes and assessments on the premises. No such deposit shall been 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 hable 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 of 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 "Mortgagors when used herein shall include the successors and assigns of the Mortgagee named herein and the holder or holders, from time to time the note secured hereby.

ADDITIONAL COVENANTS, CONDITIONS AND PROVISIONS TO THAT CERTAIN MORTGAGE BETWEEN PIOTR ZUBEK AND STEPHEN A. SCERBA AND GERTRUDE H. SCERBA

- 19. Mortgagee shall have the unqualified right to accelerate the maturity of the Note causing the full principal balance and accrued interest under the Note to be immediately due and payable without notice to Mortgagor in the event that the Mortgagor shall, without the prior written consent of Mortgagee, sell, contrict to sell on an installment basis, transfer, convey or assign the legal title to all or any portion of the mortgaged premises, whether by operation of law, voluntarily or otherwise.
- 20. All indebtedness secured hereby, including, without limitation, the whole of the principal sum remaining unpaid under the Note, together with all accrued interest thereon, shall at the option of Mortgagee become immediately due and payable without notice or demand, and may be recovered at once, by foreclosure or otherwise if any one or more of the following events of default shall occur:
 - (a) failure to make any payment when due under the Note;
 - (b) Mortgagor shall have a petition in bankruptcy or for reorganization filed by or against him, or have a receiver appointed for the business or assets of Mortgagor, or make any assignment for the benefit of his creditors; or
 - (c) failure to perform any of the terms, covenants or conditions of the Note secured hereby or this Mortgage.
- 21. If Mortgagor shall fail to pay when due any installment of general real estate taxes for the premises, Mortgagee may give written notice to Mortgagor and Mortgagor shall, immediately upon receipt of such notice deposit with Mortgagee's attorney, Robert K. Mayer, 2450 West 59th Street, Chicago, Illinois, 6062° the sum of One Thousand Dollars (\$1,000) to be held in escrow by Mortgagor's attorney for the payment of general real estate taxes plus the total amount of past due real estate taxes; thereafter, Mortgagor shall deposit with Mortgagee's attorney on the first day of each and every month a sum equal to 1/12 of the general real estate taxes payable for the premises for the preceding year, to be held in escrow by mortgagee's attorney for the payment of such taxes.
- 22. Mortgagor shall not, without the prior written consent of Mortgagee, perform or contract to perform any construction, alteration, repair or demolition of any building or other improvement on the premises, except the construction for the first file of the structure of the construction.
 - 23. Mortgagor shall maintain this Mortgage as a valid first

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lien on the premises and Mortgagor shall not, without the prior written consent of Mortgagee, directly or indirectly, create, suffer or permit to be created or filed against the premises, or any portion thereof, any mortgage lien, security interest or other lien or encumbrance superior or inferior to the lien of this Mortgage, except the lien of current general taxes duly levied and assessed but not yet due and payable. AND CXCLY TO FOR A SLOWS MORTEACE NOT TO OXCITS MOLLENCTION THEUSTOUN TX CLARS)

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