OR RECORDER'S OFFICE BOX NO.

MORTG (GLUNDS) For Use With Note Form No. 1447

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88228355

MAIL

	. May 20.	88 between	•	
THIS INDENTURE, m	ade	1722221101110011	лерт- 0 1	e 1
VINCENT 0.	CARDAMONE, a bac	netor	T#4444 TRAN 2784 05/27/88 11	
			#7686 # D ×-38-228	35
2340 Mayfe		Illinois (STATE)	. COOK COUNTY RECORDER	
herein referred to as "Me	•	1 (01/1/2)		
ELVIR	A JOHNSON			
	rision St. Melros	e Park, IL		
(NO. AND	STREET) (CITY) (STATE)	Above Space For Recorder's Use Only	
herein referred to as "Mo				
THAT WHEREAS	the Mortgagors are justly indebted	to the Mortgagee upon the it	stallment note of even date herewith, in the principal sum	of oc
s 81,000.00), payable to the order of and de	elivered to the Mortgagee, in an	d by which note the Mortgagors promise to pay the said princip	pal
sum and interest at the ra	ate a d'n installments as provided in	said note, with a final payment	of the balance due on the 20th day of May	•
549 , and all of said prin	ncipal and interest are made payable a	at such place as the holders of the 320 Division S	e note may, from time to time, in writing appoint, and in abser treet, Helrose Park, II.	ice
• •				
NOW, THEREFOR	RE, the Morigar, or, to seeme the paying the paying the paying the paying the paying the paying the page.	ment of the said principal sum of covenants and agreements helps whereof is beraby agknowled	money and said interest in accordance with the terms, provisic ein contained, by the Mortgagors to be performed, and also ged, do by these presents CONVEY AND WARRANT unto the first their estate, right, title and interest therein, situate, lyith and interest therein, situate, lyith and state of ILLINOIS, to we will be a supported by the same and state of ILLINOIS, to we will be a supported by the same and state of the same and state of the same and	ons in the
Mortgagee, and the Mor	tgagee's successors and assigns, the fo	illowing described Real Estate a	nd all of their estate, right, title and interest therein, situate, lyi	ing
and being in the $\frac{V1.1}{}$	<u>lage of west-heate</u>	COUNTY OF UOO	AND STATE OF ILLINOIS, to w	rit:
Lot 2	in Block 5 in Mar	tindale Estates	being a Subdivision of ection 29, Township 39	
part o	f the Northwest Qu	larter (1) of S	ection 29, Township 39	
Mortn, Cook C	dange 12, Mast of ounty, Illinois.	the Third Pri	ncipal Meridian, in	
300K 0	oundy, Initinois.	0/	And the second s	
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			- 00 0000EF	
			-88-228355	
			()() <u>_</u> ()()	
which, with the property	hereinafter described, is referred to l	herein as the "premises."	_00-22000	
	hereinafter described, is referred to b	1/		
Permanent Real Estate I	ndex Number(s): 15-29-11	10-016		-
Permanent Real Estate I		10-016		-
Permanent Real Estate I	ndex Number(s): 15-29-11 te: 2340 Mayfair, M	10-016 Vestchester, IL		- -
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THE COVENANTS, COUDTIONS OF PROVISIONS REVERSED TO DO I 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 faxes, special assessments, water charges, 25 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 hereinder 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 mortgages 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 of the mortgages 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 the 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 in 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 be all buildings and improvements now or hereafter situated on said premises insured against loss or damage by fire, lightning and winds are under policies providing for payment by the insurance companies of moneys sufficient either to pay the cost of replacing or repairing are some 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 mortgage clause to be attached to each policy, and said deliver all policies, including additional and renewal policies, to the Mortgagee, and in case of insurance about to expire, shall deliver receival policies not less than ten days prior to the respective dates of expiration.
 - 7. In case of default therein, Morgagee 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, 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 premies 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 sha'l be so much additional indebtedness secured hereby and shall become immediately due and payable without notice and with interest herein at the highest rate now permitted by Illinois law. Inaction of Mortgagee shall never be considered as a waiver of any right accruance to the Mortgage on account of any default hereunder on the part of the Mortgagors.
 - 8. The Mortgagee making any payment hereby which relating to taxes or assessments, may do so according to any bill, statement or estimate produced from the appropriate public office vilibour inquiry into the accuracy of such bill, statement or estimate or into the validity of any tax, assessment, sale, forfeiture, tax lien or time 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, notwithstanding 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 (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 whether by acceleration or otherwise, Mortgagee shall have the right to foreclose the lien hereof. In any suit to foreclose the lien hereof, there shall become due whether by a college and included as additional indebtedness in the decree for sale all expenditures and expenses which may be paid or incurred by an on behalf of Mortgagee for attorneys' fees, appraiser's fees, outlays for documentary and expert evidence, stenographers' charges, phoi cation costs and costs (which may be estimated as to the expended after entry of the decree) of procuring all such abstracts of little, title scarches, 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 surs and to such decree the true condition of the title to refuse. All expenditures and expenses of the nature in this piragraph mentioned shall become so much additional indebtedness secured hereby and immediately due and phyable, with interest thereon as the highest rate now permitted by Illinois law, when paid or incurred by Mortgagee in connection with (a) any proceeding, including probate as bankruptcy proceedings, to which the Mortgage of the splaintiff, claimant or defendant, by reason of this mortgage as any indebtedness hereby secured; or (b) preparations for the commencement of any suit for the foreclosure hereof after accrual of such in the 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 the 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 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.

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