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CAUTION: Consult a lawyer before using or acting under this form. Neither the bublisher nor the belief of this form makes any warranty with respect thereto, including any warranty of merchantability or fitness for a particular purpose. 88255912 THIS IS A SECOND MORTGAGE THIS INDENTURE, made ______JUDE_1,_ <u>Scott Wright</u> Julie Wright DEPT-01 331 Oakmont Bartlett IL T64444 TROW 0171 06/13/88 15:16:60 (NO. AND STREET) (STATE) 2995 # b *-58-255912 herein referred to as "Mortgagors," and COOK COUNTY RECURSER West Suburban Bank of Carol Stream/Stratford Square Bloomingdale, Il 60108 355 W. Army Trail Rd (NO. AND STREET) Above Space For Recorder's Use Only herein referred to as "Mortgagee," witnesseth: THAT WHEREAS the Mortgagors are justly indebted to the Mortgagee upon the installment note of even date herewith, in the principal sum of Ten thousand and no/100-----In payable to the order of and delivered to the Mortgagee, in and by which note the Mortgagors promise to pay the said principal _day of __ ിംഗ≘ sum and interest at the rate and in installments as provided in said note, with a final payment of the balance due on the I 1988, and all of said principal and it terest are made payable at such place as the holders of the note may, from time to time, in writing appoint, and in absence of such appointment, then at the offic of the Mortgagee at 355 W. ARmy Trail Rd. Bloomingdale, IL 60105 NOW. THEREFORE, the Mortgage sterecture the payment of the said principal sum of money and said interest in accordance with the terms, provisions and limitations of this mortgage, and the profession of the coverants and agreements herein contained, by the Mortgagers to be performed, and also in consideration of the sum of One Dollar in hand paid, the receipt whereof is hereby acknowledged, do by these presents CONVEY AND WARRANT unto the Mortgagee, and the Mortgagee's successors and assigns, the following described Real Estate and all of their estate, right, title and interest therein, situate, lying and being in the LOWN DF BETTIFUT COUNTY OF COOK AND STATE OF ILLINOIS, to with COUNTY OF _ and being in the ... Lot 123 in Oak Grove of Bartlett, Unit Two, Being a Subdivision of part of the South 1/2 of Section 34, Township 41 North, Range 9, east of the Third Principal Meridian, According to the plat thereof recorded March 8, 1979 as Document 24873605, in Cook County, Illinois. which, with the property hereinafter described, is referred to herein as the "pre 06 34 305 009 Permanent Real Estate Index Number(s): ___ Address(es) of Real Estate: 331_0akmont_ <u>Bartlett, IL</u> TOGETHER with all improvements, tenements, easements, fixtures, and appurtenances thereto belonging, and all tents, rissues and profits thereof for so long and during all such times as Mortgagors may be entitled thereto (which are piedged primarily and on a pair); with said real estate and not secondarily) and all apparatus, equipment or articles now or hereafter therein or thereon used to supply heat, gas, air conditioning mater, light, power, refrigeration (whether single units or centrally controlled), and ventilation, including (without restricting the foregoing), screens, wind aw shades, storm doors and windows. Boor coverings, inador beds, awnings, stores and water heaters. All of the foregoing are declared to be a part of said realest at a whether physically attached thereto or not, and it is agreed that all similar apparatus, equipment or articles hereafter placed in the premises by Mortgagor; or their successors or assigns shall be considered as constituting part of the real estate.

TO HAVE AND TO HOLD the assemble was a before any order of the real estate. TO HAVE AND TO HOLD the premises unto the Mortgagee, and the Mortgagee's successors and assigns, forever, for the purposes, and upon the uses herein set forth, free from all rights and benefits under and by virtue of the Homestead Exemption Laws of the State of like one, verification and benefits the Mortgagors do hereby expressly release and wanter the Same as a Booke The name of a record owner is: This mortgage consists of two pages. The covenants, conditions and provisions appearing on page 2 (the reverse side of this mortgage) are incorporated herein by reference and are a part hereof and shall be binding on Mortgagors, their heirs, soccessors and assigns. Witness the hand . . . and seal . . . of Mortgagors the day and year first abofe wiften. PLEASE PROUT OR Dulie A TYPE NAME(S) BELOW (Scal) SIGNATURE(S) State of Illinois, County of DuPage I, the undersigned, a Notary Public in and for said County OFFICIAL SEAL SCOTE PE WIIGHT Julie A. cittle Chanestead. 19<u>88</u> Given under my hand and official scal, this Commission capates 6-30-91 Nicery Public S. Nemmers West Suburban Bank of Bartlet This instrument was prepared by West Suburban Bank of Carol Stream/Stratford Square Mail this instrument to _ NAME AND ADDRESS

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355 W. Army Trail

OR RECORDER'S OFFICE BOX NO..

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- 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 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 lier, 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 secure; 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 Mortgage 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 annount 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 in arred by reason of the imposition of any tax on the issuance of the note secured hereby.
- 5. At such time we the Mortgagors are not in default either under the terms of the note secured hereby or under the terms of this mortgage, the Mortgagor, 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 been 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 for some or to pay in full the indebtedness secured hereby, all in companies satisfactory to the Mortgages, under insurance policies payable, in case of loss or damage, to Mortgages, 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 receival policies not less than ten days prior to the respective dates of expiration.
- 7. In case of default therein, Mor regee 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 convection therewith, including attorneys fees, and any other moneys advanced by Mortgagee to protect the mortgaged premises and the lien hereof shall be so much additional indebtedness secured hereby and shall become immediately due and payable without notice and with interest here in at the highest rate now permitted by Illinois law. Inaction of Mortgagee shall never be considered as a waiver of any right accrume to the Mortgagee on account of any default hereunder on the part of the Mortgagors.
- 8. The Mortgagee making any payment hereby uthorized 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 time or claim thereof.
- 9. Mortgagors shall pay each item of indebtedness here n mentioned, both principal and interest, when due according to the terms hereof. At the option of the Mortgagee and without notice to Mr. 1ga yors, 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, c= (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 whet'er by acceleration or otherwise. Mortgagee shall have the right to foreclose the lien hereof. In any suit to foreclose the lien hereof, then any 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, profication 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 it 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 any unit 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 any unit 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 any unit to such decree the true condition of the title 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 any bankruptcy proceedings, to which the Mortgagee 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 the interest 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 a tre 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 foreclese 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 Mortgagor 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 per-sons 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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