## 88274537

	M	ORTG	AGE	(ILLING	OIS)	
For	Use	With	Note	Form	No.	1447

CAUTION Consuit a lawyer before using or acting under this form. Neither the publisher nor the serier of thre form mater any warranty with respect thereto, including any marranty of merchantability or finders for a particular purpose.

THIS INDENTURE, made	June	14 19	88 , between
George A. Mang	um	and	
a/k/a Maria F. M Marie F. Mangu	ורו	His wife	
2811 Stanford Arlington Heig (NO. AND S	Road his, IL 60	004	
(NO, AND S		(C(14)	(STATE)
Sears Consum	er Financia	I Corpora	tion
100 Corporat Barinockburn, (NO. AND S			
(NO, AND S		(CITY)	(STATE)

\$12.25 DEPT-01 RECORDING T#2222 TRAN 7714 96/22/88 14:14:00 #8470 # B \*-68-274537 COOK COUNTY RECORDER

Above Space For Recorder's Use Only herein refetred to as "Aor gagee," witnesseth

rewith, in the principal sum of	it note of even date herewit	Inemilat	he inst	upon	iortgage	the F	bted to	ity indi	s are just	Mr>1gago	AS IM	WHER	THA
DOLLARS		100	10/	and	Two	ty	Thi	red	Hundi	Four	and	hou	Ten
romise to pay the saidprincipal	h note the Mortgagors promis	y which	and by	94944.	ine Mor	ed to	delive	r of an	o the order	pcvar (e)	0	132.	• 10 <i>a</i>
8 day of June .	e balance due on the 28 d	t of the	aymen	a final	te, with	saidn	ided in	as prov	aliments	ite an , ins	at the	nterest	sum and
to time, in writing appoint, and													
	•								nailte eff				
dense with the larger service and	d t a.d .01 at at 1 .0. accordance												

and imitations of this mortgagors to sect of the payment or the said principal sum or money and said interest in accordance with the terms, provisions, and imitations of this mortgagor, and the performed, and also in consideration of the sum of One Dollar in its appaid, the receipt whereof is hereby acknowledged, do by these presents CONVEY AND WARRANT unto the Mortgagor, and the Mortgagor's successors and assigns, the following described Real Estate and all of their estate, right, title and interest therein, -1-0-1

situate, lying and being in the VIII age of Ari Ington Heights . county of Cook
STATE OF ILLINOIS, to wit
A CONTRACTOR OF THE PROPERTY O
TO THE STATE OF TH
8, AND PART OF THE SOUTH WEST 1/4 OF SECTION 9, TOWNSHIP
42 NORTH, RANGE 11, EAST OF THE JUIRD PRINCIPAL
- American WCCO DELANCE DE LA DELANDE DE LANDERD VERBET
AS COUMEN COLLEGE OF A COUNTY, ILLINO

hich, with the property hereinafter described, is referred to herein as the "pr

Permanent Real Estate Index Number(s) 03-09-312-015 Addressies) of Real Estate 2811 Stanford Road Arlington 60004 Heights

TODE THER with all improvements, tenements, easements, fixtures, and appurtenancestivereto belinging and all rents, issues and profits thereof for so long and during all such times as Mortgagers may be entitled thereto (emich are pleaged privarily and on a parity with said real estate and not secondarily and all apparatus, equipment or afficies now or hereafter therein or thereon used to lupply heat, gas, ar conditioning, water, light, power, refrigeration (whether single-whits or centrally controlled), and ventrallion, including fwithout rest information foreigning, screens, window shodes, storm doors and windows. Floor objectings, inaddripeds, awnings, stores and water heaters. All of the foregolip, or declared to be a part of said real estate whether physically affached thereto or not, and it is agreed that all similar apparatus, sequencent or cit class hereafter placed in the premises by Mortgagors or their successorsor assigns shall be considered as constituting part of the real estate.

TO HAVE AND TO HOLD the premises unto the Mortgagee, and the Mortgagee's successors and assigns, one en, for the purposes, and upon the uses here in set forth, free from all rights and benefits under and by writtee of the Homestead Exemption Laws of the state of Hillingis, which said rights and benefits the Mortgagers do hereby expressly release and waive.

The name of a record	sowner is	George A. Mangu	<u>ım 8 a/k/a M</u>	Maria F. Mang
	Marie F. Mang	m. His	wife	
This martgage on herein by reference as	meists of two pages. The eovenants, ea nd are a part horoof and shall be binding	nditions and provisions appearing an pr an Marigagers, their heirs, successors a	igo 2 (the regions side of this prince and sesignes by in 1 (1) 4 (1)	MUNICIAN
	d and seal of Mortgagors the da	y and year first above written. a/k	Maria F Maggum	11
PLEASE PRINT DR TYPE NAME(S) BELOW STONATURE(S)	witness		orge A. Mangum	46ean
	· Deepe Payle	(3ean VIV	LUNC TO THULL	La UM (Sean
State of Hilmois, Co	waty of		he undersigned, a Notary Public in ar	nd/for said County
	in the State aforesaid, <b>00 HERES</b> Marie F. Mangum	V CERTIFY Inat George A. N	Mangum & vife a/k/a Maria F.	Mangum
INPRESS	personally known to me to be	ne same person 15 whose name	'S are subscribed to the for	egoing instrument,
SEAL MERE			<u>CV</u> Signed, sealed and delivered the estimates set forth well and delivered the	
	the control nomestand			AL SEAL" {
Given under my han	d and official seal, this	day of	HILDEGAR	D SCHUBERT }
Commission expires	<u> </u>	10	Congress - Chee Minne Bublic	. State of Plinnin
			My Continuous	Explosed /36/81
This instrument was	prepared by Edward R. Boy		orth 207, Bannicko	OLH TIME
		(NAME AND ADDRESS)		
Mort Or Calebran	M. Sears Con	Sumer Financial Co	rporation	
		MANE AND ADDRESS)		

Bannockburn,

a/k/a Maria F. Mangum

Version 2.0

SHEET OFFICE BOX NO.

the name of a record owner is \_

RECORD DATA (\*\*\* (\*\*\*)

Page 1 of 2

100 Corporate North Suite 207

## **UNOFFICIAL COPY**

## THE COVENANTS, CONDITIONS AND PROVISIONS REFERRED TO ON PAGE 1 (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 tiens or claims for tien 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 Mortgages; (4) complete within a reason-shie 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.
- 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 egainst the premises when due, and shall, upon written request, furnish to the Mortgagore duplicateraceipts 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 efter 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 taxas or assessments or charges or liens herein required to be paid by Mortgagors, or changing in any way the laws relating to the taxastion of mortgages or debts secured by mortgages'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 Mortgagors, to declare all of the indebtedness secured hereby to be and become due and payable sixty (00) days from the giving of such notice.
- 4. If, by the laws r, the United States of America or of any state having jurisdiction in the premises, any tex is due or becomes due in respect of the issuance of the nute humby secured, the Mortgagors covenant and egree to pay such tex in the manner required by any such (aw. The Mortgagors further covenant to hold have mess and agree to indemnify the Mortgagoe, and the Mortgagoe's successors or essigns, against any liability incurred by reason of the imposition of any lax on the issuance of the note secured hereby.
- 5. At such time as the harmon's are not in default either under the terms of the note secured hereby or under the terms of this mortgage, the hortgagor's shall have such privilege of making prepayments on the prir cipal of said note (in addition to the required payments) as may be provided in said note.
- 6. Mortgagors shall keep all buildings and improvements now or hereafter situated on said premises insured against loss or damage by fire, lightning and windstorm 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 indebledness secured hereby, all in companies satisfactory to the Mortgagee, under insurance policies payable, in case of loss or damage, to Mortgagee, and injects 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 renewal policies not less than ten days prior to the respective dates of explanation.
- 7, in case of default therein, Mortgages may, by, need not, make any payment or perform any act hereinbefore required of Murtgagors in any form and manner deemed expedient, and may, but need not, may a full or partial payments of principal or interest on prior encumbrances, if any, andpurchase, discharge, compromise or settle any tax filen or other (rior lient or title or claim thereof, or redeem from any tax sale or forteiture affecting said premises or contest any tax or assessment. All moneys buffer any the purposes herein authorized and all expenses paid or incurred in connection therewith, including attorneys' fees, and any other moneys at varied by Mortgages to protect the mortgaged premises and the tien hereof, shall be so much additional indebtedness secured hereby and shall become from ediately due and payable without notice and with interest thereon at the highest rate now permitted by Illinois law, floation of Mortgages shall level highest considered as a weiver of any right accruing to the Mortgagors.
- 8. The Mortgages making any payment hereby authorized relating to taxrom 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 tien or title or claim thereof.
- 9. Mortgagors shall pay each item of indebtedness herein mentioned, both pri)cipal and interest, when due according to the terms hereof. At the option of the Mortgagoe and without notice to Mortgagors, all unpaid indebte pri secured by this mortgage shall, notwithstanding anything in the note or in this mortgage to the contrary, become due and payable (a) immediately if the case of default in making payment of any installment or principal or interest on the note, or (b) when default shall occur and continue to fine agreement of the Mortgagors herein contained.
- Itin hereof, In any suit to foreclose the lien hereof, there shell be allowed and including additional indebtedness in the decree for sale all expenditures and expenses which may be paid or incurred by or on behalf of Mortgagee for attorn any lifers, appraiser's fees, outlays for documentary and expert evidence, stenggraphers' charges, publication costs and costs (which may be estimated is to items to be expensed after entry of the decree) of procuring all such abstracts of title, title searches, and examinations, title insurance onlicies. Forrens certificates, and similar data and assurances with respect to title as Mortgagee may deem to be reasonably necessary either to propriate such suit or to evidence to bidders at any sale which may be hed pursuant to such decree the true condition of the title to or the value of the firm set. All expenditures and expenses of the nature in this paragraph mentioned shall become so much additional indestrates secured hereby and immortally any proceeding, including probate and barkrupticy proceedings, to which the Mortgagee shall be a party, either as plaintlift, claimant or defauld mit, by reason of this mortgage whether or not actually commenced; or (c) preparations for the defense of any actual or threatened suit or proceeding which might affect the premises are the security hereof.
- 11. The proceeds of any forectosure sale of the premises shall be distributed and applied in the following order of priorify. First, on account of ell costs and expenses incleant to the forectosure proceedings, including all such items as are mentioned in the preceding or ellipsolitation of ellipsolitation of the terms hereof constitute secured indebtedness additional to that evidenced by the note, with intract thereon as herein provided, third, all principal and interest remaining unpaid on the note; fourth, any overplus to Mortgagors, their heirs, legal representatives or askings, as their rights may appear.
- 12. Upon or at any time after the filling of a complaint to foreclose this mortgage the court in which such complaint is filled may applied a receiver of said premises. Such appointment may be made either before or after sete, without notice, without regard to the solvency or insolvency of larragegors at the time of application for such receiver and without regard to the then value of the premises or whether the seme shall be then occupied as a homesteed or not, and the Mortgages may be appointed as such receiver. Such receiver shall have power to collect therents, issues and profits of said premises during the pendency of such foreclosure suit and, in case of a said 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 (0 The indectedness 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 filen hereof or of such decree, provided such application is made prior to foreclosure sais, (2) the deficiency in case of a sale and deficiency.
- 13. No action for the enforcement of the tien or of any provision nereof shall be subject to any defense which would not be good and evaluable to the party interposing same in an action at law upon the note hereby secured.
  - 14. The Martgages shall have the right to inspect the premises at all reasonable times and access thereto shall be permitted for that purpose.
- 15. The Mertgagers shall periodically deposit with the Mortgages such sums as the Fiortgages may reasonably require for payment of taxes and essessments on the premises. No such deposit shall beer any interest.
- 18, 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 sine hereafter lights therefor, or interested in said premises, shall be hold to essent to such extension, veriation or release, and their liability and their hand all provisions nereof shell continue in full force, the right of recourse against all such persons being expressly reserved by the Mortgagee, notwithstanding such extension, veriation of release.

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- 17. Mortgages 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 Mortgages 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 such persons and all persons liable for the payment of the indebtechess or any part thereat, 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,