## MONZAGE LLUGIS FOR No. 1447

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THIS INDENTURE, made 19 68 FRAIK A. LIBERATORE	
SAIDRA L. LIBERATORE	88336373
1179 PEGYOOD DRIVE, ELGIN,, IL	300379
(NO. AND STREET) (CITY) (STATE) herein referred to as "Montgagors," and	
VEST SUBURBAN BANK OF CAROL STREAM/STRATFORD SQUAR	
355 W. ARM TRAIL RO., BLOCHIDALE, IL  (NO AND STREET) (CITY) (STATE)	
herein referred to as "Mortgagee," witnesseth:	Above Space For Recorder's Use Only
THAT WHEREAS the Mortgagors are justly indebted to the Mortgagoc upon the inst TEN THOUSAN AND NO/100 \$10,000.00 \$10,000.00	taliment note of even date herewith, in the principal sum of
() barable to me of our process to me service and me	by which note the Mortgagues promise to pay the spidgying 740
sum and interest at the rate arg in installments as provided in said note, with a final payment of	f the balance due on the day of
19 About all of said principes of a rerest are made payable at such place as the holders of the of such appointment, then at the of the Mortgagee at	IL FO., ELOCUMONE, IL 60103
NOW THE BEFORE ALL Many of the control of the contr	nones and said interest in accurdance with the terms, provinces
and limitations of this mortgage, and the part immance of the covenants and agreements here consideration of the som of One Dollar in han 10°1d, the receipt whereof is hereby acknowledge Mortgagee, and the Mortgagee's successor, and assigns, the following described Real Estate and	in companee, by the Antigagor's to be performed, and also at
and being in the Elain COUNTY OF	OOK AND STATE OF ILLINOIS, to wit:
Lot 236 in Parkwood Unit No. 17 being a Subdivision e Section 18, Township 41 North, Range 9 East of the Th	f Part of the Northeast Quarter of the
of Elgin, Cook County, Illinois according to the Plat	
as document No #228/6256 in Cook Lounty Illinois 5	bient tot Constal touse for the more
1973 and subsequent years building him as simp on the critics of the second process of the critics of the critical of the critics of the critics of the critical of the critics of the critical of the critic	ond Public utility easements Covenants
AM PART OF THEIR TIDESTEDIESS HEREIT SECURED HOUSE	FR EVIDENE, MITH
INTEREST AT SUCH LAWFUL RATE AS MAY BE MACED DROWN EXTENSIONS OR ANY CHANGE IN THE TERMS ON RATE OF IN	ALDANI SOCH KALENDES OK MEREST SHALL IDT BEPAPE
AND ANY MATTER VALIDITY OF OR PRIORITY OF THE MORIX MORIGAGE OR ANY GUARANTOR FROM PERSONAL LINE ILITY I INDEBTEDNESS HEREBY SECURED.	
which, with the property hereinafter described, is referred to berein as the "premises."	88220ama
which, with the property hereinafter described, is referred to berein as the "premises."  35-13-208-322	88336379
Permanent Real Estate Index Number(s):	<sup>88</sup> 336379
06-13-208-022	88336379 ————————————————————————————————————
Permanent Real Estate Index Number(s):  Address(es) of Real Estate:  TOGETHER with all improvements, renements, easements and a supply leading and during all such times as Mortgagers may be entitled thereto (which are pledged primaril all apparatus, equipment or articles now or hereafter therein at thereon used to supply heat, goingle units or centrally controlled), and ventilation, including (without restricting the loregon coverings, inador beds, awnings, stoves and water heaters. All of the foregoing are declared too or not, and it is agreed that all similar apparatus, equipment or articles hereafter placed in the considered as constituting part of the real estate.  TO HAVE AND TO HOLD the premises unto the Mortgagee, and the Mortgagee's succeherein set forth, free from all rights and benefits under and by virtue of the Homestead Exempts the Mortgagors do hereby expressly release and waite.  SAME, AS APONE.	bolleto be only 8 De 16 De 17 De 18 was an appelling the rood for so 13.0 y and on a party of the said real cutate and not secondardly it and that conditions to the secondardly it and the conditions to the said real cutate and not secondardly it and the said conditions to the said the said real cutate and whether physically attached there are part of said real cut is whether physically attached there are premises by Mortga to its or their successors or assigns shall be said assigns, forever for the purposes, and upon the uses
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Permanent Real Estate Index Number(s):  Address(es) of Real Estate:  TOGETHER with all improvements, tenements, easement washed, and apputies indeed long and during all such times as Mortgagors may be entitled thereto (which are pideged primarial all apparatus, equipment or articles now or be treasfiter therein as the tree on useful a supply heart, as single units or centrally controlled), and ventilation, including (without restricting the foregoing covering, mador beds, awnings, stores and water heaters. All of the foregoing are declared to or not, and it is agreed that all similar apparatus, equipment or articles hereafter placed in the considered as constituting part of the real estate.  TO HAVE AND TO HOLD the premises unto the Mortgagee, and the Mortgagee's succeinered set forth, free from all rights and benefits under and by virtue of the Homestead Exempt the Mortgagors do hereby expressly release and waine.  The name of a record owner is:  This mortgage consists of two pages. The covenants, conditions and provisions apperrises herein by reference and are a part hereof and shall be binding on Mortgagors, their hears, succein by reference and are a part hereof and shall be binding on Mortgagors, their hears, succein Witness the hand and scall roll Mortgagors, the day and syndigm above written.  PLEASE PRINT OR TYPE NAME(S)  State of Bledwis-Declarity in the State aforesard DO HEREBY CERTIFY that:  SEAN A LIBERATORE  Given under my hand and official scal, this free and voluntary act, for the uses and purporise of here under my hand and official scal, this free and voluntary act, for the uses and purporise of the fore under my hand and official scal, this free and voluntary act, for the uses and purporise of the success and purporise of the properties.  This instrument was secured by CARCE CORDINATES.	of clote of B SEBBITS. Hand a map diffusion cod for sol 3.0 y and on a part of the said real custo and not secondarily and has received and not secondarily and has received and not secondarily and has shades, shown desire and mindows, flower a part of said real custo is of the whether physically allusthed there are premises by Mortge of the other successors or assets shall be remembered to the State of the more and assigns, forever for the purposes, and upon the uses from Laws of the State of the more and assigns and benefits and assigns.  So page 2 (the reverse side of this work age) are incorporated more and assigns.  (Seal)  1, the undersupped, a Necary Public in and by said Completed Social Seal of the said and delivered the said instrument as of the Sy signed, sealed and delivered the said instrument as of mes therein set forth, including the release and waiver of the Complete Seal Seal Seal Seal Seal Seal Seal Sea

THE COVENANTS, CONDITION ON PROVISIONS BEFORED TO COMPAGE 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 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 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 lien thereon, or imposing upon the Mortgages 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 mortgage'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 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 Mortgagoe, and the Mortgagoe'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 is 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 beer all buildings and improvements now or hereafter situated on said premises insured against loss or damage by fire, lightning and winds, or at under policies providing for payment by the insurance companies of moneys sufficient either so pay the cost of replacing or repairing the same or to pay in full the indebtedness secured hereby, all in companies satisfactory to the Mortgagee, under insurance policies payable, or case of loss or damage, to Mortgagee, such rights to be evidenced by the standard mortgage clause to be attached to each policy, and shall reliver all policies, including additional and renewal policies, to the Mortgagee, and in case of insurance about to expire, shall deliver zero all policies not less than ten days prior to the respective dates of expiration.
- 7. In case of default therein, Mortragie may, but need not, make any payment or perform any act hereinbefore required of Mortgagors in any form and manner deemed expedent, 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 prenises on 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 protect the mortgaged premises and the lien hereof, "all be so much additional indebtedness secured hereby and shall become immediately due and payable without notice and with interest therein 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 authorized relating to taxes or assessments, may do so according to any bill, statement or estimate procured from the appropriate public office of involve inquiry into the accuracy of such bill, statement or estimate or into the validity of any tax, assessment, sale, forfeiture, tax lien (r till or claim thereof.
- 9. Mortgagors shall pay each item of indebtedness here a mentioned, both principal and interest, when due according to the terms hereof. At the option of the Mortgagee and without notice to Mortgage and unpaid indebtedness secured by this mortgage shall, notwith-standing anything in the note or in this mortgage to the contrary, accorded due and payable (a) immediately in the case of default in making payment of any installment of principal or interest on the note, (r (b) when default shall occur and continue for three days in the performance of any other agreement of the Mortgagors herein container.
- 10. When the indebtedness hereby secured shall become due whom's by acceleration or otherwise. Mortgagee shall have the right to foreclose the lien hereof. In any suit to foreclose the lien hereof, there shall 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, 'a) ication costs and costs (which may be estimated as to items to be expended after entry of the decree) of procuring all such abstrac's of title, title searches, and examinations, title insurance policies. Torrens certificates, and similar data and assurances with respect to title 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 procured on the title to or the value of the premises. All expenditures and expenses of the nature in this prograph mentioned shall become so much additional indebtedness secured bereby 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 bankruptcy proceedings, to which the Mortgage shall be a party, either as plaintiff, claimant or defendant, by reason of this mortgage, and indebtedness hereby secured; or (b) preparations for the commencement of any suit for the foreclosure hereof after accrual of such right to foreclose whether or not actually commenced; or (c) preparations for the defense of any actual or threatened suit or proceeding, thich 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 tollowing order of priority: First, on account of all costs and expenses incident to the foreclosure proceedings, including all such items at 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 swin 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 of Mortgages 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
  - 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 indebtedgess 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 beginning.

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