Ā	i warrantes, nicrodusy menhantazidy and hiresa, ai	p exclusion	88378	026
THIS INDENTURE,	August 11	88		
The Drove Trustee,	rs National Bank of U/T/A dated 11/8/62 d not personally	Chicago as , Trust		
	9th St. Burbank, Il		) area a.	
	(CITY) Mortgagors," and	(STATE)		613.25 08/19/88 10:22:00
2725 W. F	s de San Juan Credi ullerton Ave., Chic		. \$5336 € C → → -S COOK COUNTY REC	38-378026 ORDER
	•	(62)	Above Space For Records	r's Use Only
THAT WHEREA Ten-Thou (5 10,000.00 sum and interest at the 19.9 gandall of sadp	at d-And	ivered to the Mortgagee, in and aid note, with a final payment of such place as the holders of the	tallment note of even date herewith, in	pay the said principal  August  point, and in absence
NOW, THERE I C and limitations of this consideration of the sur Mortgagee, and the Me and being in theC	DRF, the Mortingo's to secure the paym mortgage, and the priromance of the vimor Down Dollar in his cipaid, the receiping age c's successions and assigns, the following of Chiqege.	em of the said principal sum of novenants and agreements here whereof is hereby acknowledge owing described Real Estate and COUNTY OF The Country of the Cou	noney and said interest in accordance with in contained, by the Mortgagors to be pid, do by these presents CONVEY AND fallot their estate, right, tale and interest OOK.	othe terms, provisions enformed, and also in WARRANT unto the therein, situate, lying DF ILLINOIS, to wit:
Thirty On- the Third	e (31), Township For Principal Meridian	rty (40) North, in Cook Count		), East of
Tax #14-3	1-332-036	0/		86
			ortgage or any interest hat a contract is execu such event, such sale, to be a breach of the Me, transfer, assignment note secured by this moll become immediately dux-cution.	rtgage, the
TOGETHER with long and during all with all apparatus, equipmer single units or centrally coverings, mador beds, or not, and it is agreed to considered as constitution TO HAVE AND 1	times as Mortgagors may be entitled their it or articles now or hereafter therein or controlled), and ventilation, including ( awnings, stoves and water heaters. All o that all similar apparatus, equipment or ng part of the real estate.  O HOLD the premises unto the Mortga	s, fixtures, and appurtenances the eto (which are pledged primar he thereon used to supply heat, gas without restricting the loregoin f the foregoing are declared to be articles hereafter placed in the page, and the Mortgabee's success	noreto belooving and all rents, issues and a and on a parity with said readestate and a air conditioning, valer, light, power, it igh, sections, window shades, storm door e a part of said real, said whether physic remises by Mortgagars or their successions and assigns, forever, for the purpossions and assigns, forever, for the purpossions.	not secondarily) and triperation (whether s and windows, floor ally attached thereto irs or assigns shall be es, and upon the uses
herein set forth, tree fre	nn all rights and benetits under and by vi by expressly release and waive.	itue of the Homestead Exempti	on Laws of the State of 15or, which sa	id rights and benefits
herein by reference and	sists of two pages. The covenants, condit are a part hereof and shall be binding on and scal of Mortgagots the day an	Martgagors, their heirs, succes	on page 2 (the reverse side of this noroes sors and assigns.	ge) are incorporated
This is the same of the same o	The Drovers Nationa		Attest: Luulle C	Dest (Seal)
PLEASE PRINT OR TYPE NAME(S)	Chicago as/Trustee, dated/11/8/62, Trustee		Asst. Secy.	
EFLOW SiGNATURE(S)	by; half 4/	(Scat)		(Seal)
State of Illinois, County	of Vice Pres.		f, the understance, a Notacy Public in	and for said County
turned and agreed by	in the States transposed the their transposed to the warranties, many the continued of the warranties, made on	CERTIFY that		A A Maria Committee of the Committee of
			subscribed to the form  b. signed, scaled and delivered the ses therein set touth, including the release.  W. Fullerton Ave.  W. Fullerton Ave.  EDITOIPHIS DOCUMENT	regoing instrument, e-said instrument as se and waiver of the
and Given under my hand an	d otheral sunt, this Tends personally	day of		
ant Commission expires	Gloria Mon	Trizarry, 2725	W. Fullerton Ave.	Notary Public &
ger and on it was too.	Gloria Milita	y (NAME AND ADDRESS) "Trizarry, 2725	W. Fullerton Ave.	20 20
Bolasektroa er anterikazar afjolatras under sald finet Topelar	Chicago, record	M PA HODA ONA BRAND	tenimpiphis nachkent	60647
said 1988 RECORDERS OF	Chacago year on surrent strain in the surrent strain was come control of the surrent strain in the surrent str	-		
sonal hability, if any, being of	13 Mai	COLE "COLE	TAYLOR BANK/5.16VER	) }

THE COVENANTS, CONDITIONS AND PROVISION RETEINED TO ON PAGE DOWN REVERSE SIDE OF THIS RECEIVED BY THE PROVISION OF THE PROVINCE PROVISION OF THE PROVINCE PROVISION OF THE PROVINCE PROVISION OF THE PROVINCE PROVISION OF THE PROVINCE PROVISION OF THE PROVINCE PROVISION OF THE PROVINCE PROVISION OF THE PROVISION O MORTGAGE):

- 1. Mortgagors shall (1) promptly repair, restore or rebuild any buildings or improvements now or hereafter on the premies 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 priorities to the Mortgagee; (4) complete within a reasonable time any building or buildings now or at any time in process of exection 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 Mortgagee the payment of the whole or easy 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 of 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 or reimburse the Mortgage's 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 Mortgage 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 tequired by any such law. The Mortgagors further covenant to hold harmless and agree to indemnity 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 rs tre 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 kep all buildings and improvements now or hereafter situated on said premises insured against loss or damage by fire, lightning and winds. In under policies providing for payment by the insurance companies of moneys sufficient either to pay the cost of replacing or repairing it ame or to pay in full the indebtedness secured hereby, all in companies satisfactory to the Mortgagee, under insurance policies payable, it, case of loss or damage, to Mortgagee, such rights to be evidenced by the standard mortgage clouse 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 received policies not less than ten days prior to the respective dates of expitation.
- 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 encombrances, 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 premises or contest any tax or assessment. All moneys paid for any of the purposes herein authorized and all expenses paid or incurred in connect on therewith, including attorneys fees, and any other moneys advanced by Mortgagee to protect the mortgaged premises and the lien hereof, shell be so much additional indebtedness secured hereby and shall become immediately due and payable without notice and with interest thereof 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 Mortgage on account of any default hereunder on the part of the Mortgagors.
- 8. The Mortgagee making any payment hereby in the ized relating to taxes or assessments, may do so according to any bill, statement or estimate produced 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 of title or claim thereof.
- 9. Mortgagors shall pay each item of indebtedness beron mentioned, both principal and interest, when due according to the terms between A1 the option of the Mortgagee and without notice to inforting its, all unpaid indebtedness secured by this mortgage shall, notwithstanding anything in the note or in this mortgage to the contrary, brown; 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 berein contained.

  10. When the indebtedness hereby secured shall become due whether by acceleration or otherwise. Mortgagee shall have the right to forectose the lien hereof. In any suit to forechose the lien hereof, there bill 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, pobleation costs and costs (which may be estimated as to fees, outlays for documentary and expert evidence, stenographers' charges, pobleation costs and costs (which may be estimated as to policies, Torrens certificates, and similar data and assurances with respect to talk 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 possonal to such decree the true condition of the title to or the value of the premises. All expenditures and expenses of the nature in this paragrap h mentioned shall become so much additional indebtedness secured hereby and immediately due and payable, with interest thereon at the history and behalf 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
  - 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 an 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 no e; 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 sur a complaint is filed may appoint a resciver 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 sait 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 or other like which may be or bet his appearance to the lifen beneaf or of such hereo, provided such application is made puter to forechome sale: (2) the deterency in case of a sale and deficiency. sale; (2) the denotency in case of a sale and deficiency,
  - 13. No action for the enforcement of the tien 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 tequire for payment of faxes and assessments on the premises. No such deposit shall bear any interest.
  - 16. If the payment of said indehtedness 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 telease.
  - 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 prortgage. The word "Mortgagee" when used herein shall include the successors and assigns of the Mortgagee named ficrein and the holder or holders, from time to time, of when used herein shall in the note secured hereby.

STATE OF ILLINOIS COUNTY OF COOK

SSUNOFFICIAL COPY 3 7 8 0 2 5

William M. McShane

A NOTARY PUBLIC in and for said County, in the State aforesaid,
DO HEREBY CERTIFY, that Richard A. Block
Vice President of the COLE TAYLOR BANK/DROVERS and
Lucille C. Hart Assistant Secretary
of said Bank, personally known to me to be the same persons
whose names are subscribed to the foregoing instrument as such
Vice President and Assistant Secretary respectively,
appeared before me this day in person and acknowledged that they
signed and delivered the said instrument as their own free and
voluntary act, and as the free and voluntary act of said Bank, for
the uses and purposes therein set forth; and the said Assistant Secretary did also then and there acknowledge that he, as custodian
of the corporate seal of said Bank, did affix the said corporate seal
of said tank to the said instrument as his own free and voluntary act.
and as the free and voluntary act of said Bank, for the uses and
purposes therein set forth.
GIVEN under m, hand and Notarial Seal this 11 / day of
\$ GEFFEIAL SEAL S
WILLIAM M. Mashane
Notary Public  Notary Public
Mc Fagure 1911 reas 1900 (1)
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ACT CONTRACTOR OF THE PROPERTY
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