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•	MORTGAGE III		1			
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THIS INDENTURE.	made August	15 10 8	9 . between			
Linda M.	Sterba					
KA:		An Unmarr	led Women	. 05	PI-Q1 BECDROI	NG
Burbank	ist Street IL 60459 D. AND STREET)	(C) TY)	(STATE)	•	COOK COUNTY	96 08/31/89 11 RECORDER
herein referred to	es "Mortgagors," and					
100 Car	onsumer Financ porate North,	Suite 207	ion			
Bannocki (W	DUTO 11 80015 5. AND STREET)	(CITY)	(STATE)			
	/, "M)rtgages," witnesseth		<u>L</u>		ce For Recorder's	
	S the Mortgagors are justified to the Hund			iment note of eve	n date herewith, in th	ne principal sum ofDOLLARS
	O), has afte to the order					
1996 and all of 1	t the rate /.id i/ statiments.as said principal / r.1 interest al	ere made payable at such ;	place as the holders	of the note may, (rom time to time, in s	vriting appoint, and
	appointment, the day are office					
	RE, the Mortgagors to sclure inis mortgage, and the paring e sum of One Doller in hand, Martgages's successors and		principal sum of moni ind agreements herei is hereby acknowled scribed Real Estate d	ry and squainteres n contained, by the iged, do by these p ind all of their esta	Mortgagors to be per essents CONVEY AND te, right, title endinter	forms, provisions formed, and arso in WARRANT unto the last therein.
STATE OF ILLINOI					of Cook	AND
	IN HERBERT CLII ICK H. BARTLET					
EAST 1	/4 OF SECTION	31, TOWNSHIP	38 NORTH,	RANGE 13	, EAST OF T	HE THIRD
PRINCIP	PAL MERIDIAN,	IN COOK COAN.	TY, ILLINO	ıs.		32040 879
teng exist.	1 × 2 ×	个				RW REAL ESTATE LOAN SERVICES
which, with the prop	pertyhereinalter described, is	is referred to bereines th	"premises,"			SUITE #1015
•		2/4	"prem/ses,"			100 N. LESALLE
•	pertyhereinalter described, is Late Index Number(s): <u>19</u> -	2/4	"premises,"			100 N. Lesalle HCAGO, IL 60602
Permanent Real Est		-31-344-014	"prem/ses,"	Burbank		100 N. Lasalle HCAGO, IL 60602
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Property of Cook County Clerk's Office

UNOFFICIAL 4GOPY

THE COVENANTS, CONDITIONS AND PROVISIONS REFERRED TO ON PAGE 1 (THE REVERSE SIDE OF THIS MORTGAGE):

- 1, Mortgagors shall (1) promptly repair, restors 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 dondition 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 tien 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 reasonable time any buildings now or at any time in process of erection upon said premises; (8) 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 ordinances.
- 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 Mortgagoe 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 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 Mortgages the payment of the whole or any part of the taxes or assessments or charges or liens herein required to be paid by Mortgagers, or changing in any way the laws relating to the taxation of mortgages or debts secured by mortgages or the mortgages's interest in the property, or the manner of collection of taxes, so as to affect this mortgage or the debt secured by mortgages or the holder thereof, then and in any such event, the Mortgagors, upon demand by the Mortgages, shall pay such taxes or assessments, or relimbures the Mortgages thereor; provided, however, that if in the opinion of counsel for the Mortgages (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 (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 nite interests secured, the Mortgagors covenant and agree to pay such tax in the manner required by any such law. The Mortgagors further covenant to not armiess and agree to indemnify the Mortgagoe, and the Mortgagoe's successors of assigns, against any Hability incurred by reason of the imposition rishy tax on the issuance of the note secured hereby.
- 5. At such time as the McTgagors 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 keep all will sings and improvements now or hereefter 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 incibledness secured hereby, all in companies satisfactory to the Mortgagee, under insurance policies payable, in case of loss or damage, to Mortgager, si ch rights to be evidenced by the standard mortgage clause to be attached to each policy, and shall deliver all policies, including additional and renerizing officies, 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 expiration.
- 7. In case of default therein, Mortgages m, y, but wed 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, it any, and purchase, discharge, compromise or settle any tax lies or other root lies 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 connection therewith, including afterneys' fees, and any other moneys advanced by Mortgages to protect the mortgaged premises and the tien hereof, shall be so much additional indebtedness secured hereby and shall begune immediately due and payable without notice and with interest thereon at the highest rate now permitted by Hilnois law. Inaction of Mortgages shall now a considered as a waiver of any right accruing to the Mortgages 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 without inquiry into the according to any tax, assessment, sale, forfeiture, tax iten or title 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 indebtation as secured by this mortgage shall, notwithstending enything in the note or in this mortgage to the contrary, become due and payable (a) immedially 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 parformance of any other agreement of the Mortgagors herein contained.
- 10, when the indebtedness hereby secured shall become due whether by accelerativitic otherwise, Mortgages shall have the right to foreclose the lien hereof, the nereof, there shall be allowed and indicated as additional indebtedness in the decree for sale all expenditures and expenses which may be paid or incurred by or on behalf of Mortgages for alterneys fees, appraisar's fees, outlays for documentary and expert evidence, stenggraphers' charges, publication costs and costs (which may be estimitive as to items to be expended after entry of the decree) of procuring all such abstracts of title, title searches, and examinations, title insurance polities. Torrens certificates, and similar date and assurances with respect to title as Mortgages may deem to be reasonably necessary either to procure such suit or to evidence to bidders at any sale which may be had pursuant to such decree the true condition of the title to or the value of the promises. All expenditures and expenses of the nature in this paragraph mentioned shall become so much additional indebtedness secured hereby and inmediately due and payable, with interest thereon at the highest rate now permitted by Illinois law, when paid or incurred by Mortgages in connection with a proceedings, to which the Mortgages shall be a party, either as plaintiff, claimant or decentarily, by reason of this mortgage or any indebtedness hereby secured; or (b) preparations for the defense of any actual or threatened suit or proceeding, which might 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 shall be distributed and applied in the following order of prior y. First, on account of all costs and expenses incident to the foreclosure proceedings, including all such items as are mentioned in the preceding pary graph hereof; second, all other items which under the terms hereof constitute secured indebtedness additional to that evidenced by the note, with in great thereon as herein provided; third, all principal and interest remaining unpaid on the note; fourth, any overplus to Mortgagors, their helds, legal supplies to extend the provided; the principal and interest remaining unpaid on the note; fourth, any overplus to Mortgagors, their helds, legal supplies to extend the provided; the provided that the provided the provide
- 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 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 Mortgage 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 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 entirtled 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 tien which may be or become superior to the fien hereof or 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 Mortgages 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 Mortgages 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. 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 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.