## MORTGAGE (Illinois) UNOFFICIAL COPY 145

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(		Danam	.h.a.n. 40	90	(Above Space For Recorder's Use Only) Wayne L. Johnson and Anna M. Johnson	งก
()	THIS INL	26/57 CNG, Mauc	iber 18,	19	t tenants herein referred to as "Mortgas	
200	<u>C</u>	HRYSLER FIRST FINA	ANCIAL SEI	RVICES CORP.	444 E Algonquin, Suite 150, Arlington Heights, I	L_60005
CV.	herein refe LHA	rred to as "Mortgagee," with I, WHEREAS, the Mortgage	esseth: ors are justly in	idebted to the Mort	gagee upon the installment note of even date herewith, in the prin	cipal sum
· ·	of <b>EL</b> 6	even Thousand Two	Hundred_F	orty_Dollar	s ***************and***********69/101	)*********
					livered to the Mortgagee, in and by which note the Mortgagors p vided in said note, with a final payment of the balance due on the	
7	of	December	16 and a	ll of said principal :	and interest are made payable at such place as the holders of the	oote may.
10		• • •			t, then at the office of the Mortgagee in	
898354	neuvisions	and limitations of this mortga	ge, and the peri	formance of the covi	id principal sum of money and said interest in accordance with t mants and agreements herein contained, by the Mortgagors to be p	erformed,
$\mathcal{A}^{\cdot}$	and also in WARRAN	i consideration of the sum of Flunto the Mortgagee, and th	'One Dollar in he Mortgagee's	hand naid. The rec	eipt whereof is hereby acknowledged, do by these presents CON gns, the following described Real Estate and all of their estate, right	VET and
1	interest the	erein, situate, lying and being	in the	STY OF	COOKAND STATE OF ILLINOI	S, to wit.
00						
		The south 5 of lo	ot 4 in bl	ock 6 in Au	burn Park, subdivision in section 28,	
		township 38 north	i, range 1	4, east of	the third principal meridian in cook	
		county, Illinois.				
. 0	_	P.I.N. NO.: 20-3	8-313-007	,		
88	9961	Commonly Known As	7619 9	: Fanleston	Rd.	
Suite	iois 60148 1-800-222-1366	Commonly Known As	Chicag	jo, IL 60620		
d. See	is 66		$O_{\times}$	•		
INITY TITLE GUAR Butterfield Rd.,	Lombard, Illinois 3) 512-0444     1-80				.,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,	•
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MORTGAGE PREPARED BY Linn A. Zambito / CHRYSLER FIRST FINANCIAL SERVICES CORP., 444 E Algonquin, Suite 150. Arlington Heights, 44 60005

- THE COVENANTS, COND THE LAND PROVISIONS REFER RELITE ON FAGE. (THE REVISES SIDE OF THIS MORTGAGE);

  1. Mortgagors shall (1) prompty repair estimate of repairs of priding, or improvenees low or interaction on the premises which may become damaged or be destroyed; (2) keep said premises in good condition and repair, without waste, and tree 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) county within a reasonable time any building or helidings moved at any time in process of exception (term a rich promise). (5) county with all complete within a reasonable time any building or 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 afterations in said premises except 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 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.
- 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 indebtedness secured hereby, all in companies satisfactory to the Mortgagee, under insurance policies payable, in 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 deliver all policies, meloding additional and renewal policies, to the Mortgagee, and in case of insurance about to expire, shall deliver tenewal policies not less than ten days prior to the respective dates of expiration.
- 4. In case of default therein, Mortgagee 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 premises or contest any tax or assessment. All moneys paid for any of the purposes herein authorized and all expenses paid or invaried in connection therewith, including attorneys' fees, and any other moneys advanced by Morigagee 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 theron at the rate agreed upon in the note. Inaction of Mortgagee shall never be considered as a waiver of any right accruing to the Mortgagee on account / Lany default hereunder on the part of the Mortgagors.
- 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 accuracy of such bill, statement or estimate or into the validity of any tax, assessment, sale, forfeit re, tax lien or title or claim therof.
- Morgagors 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 indebtedness secured by this mortgage shall, notwithstanding 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 or the note, or (b) when default shall occur and continue for three days in the performance of any other agreement of the Mortgagors herein cont an id.
- If the Mortgagors sell or transfer all or part of the premises or any rights in the premises, any person to whom the Mortgagors sell or transfer the Premises may take over all of 1. Mortgagors' rights and obligations under this Mortgage (known as an "assumption of the Mortgage") if certain conditions are met. Those conditions are:
  - (A.) Mortgagors give Mortgagee notice of sue or transfer;
  - (H.) Mortgagee agrees that the person qualifies i nder its then usual credit criteria;
  - The person agrees to pay interest on the amount owed to Morigagee under the note and under this Morigage at whatever rate Mortgagee requires; and
  - (D.) The person signs an assumption agreement that is ver. r. able to Mortgagee an that obligates the person to keep all of the promises and agreements made in the note and in this Mortgage.

If the Mortgagors sell or transfer the premises and the conditions in A. 9, C and D of this section are not satisfied. Mortgagee may require immediate payment in full of the note, foreclose the Mortgage, and se is any other remedy allowed by the law. However, Mortgagee will not have the right to require immediate payment in full or any other legal remedy of result of certain transfers. Those transfers are:

- (i) the creation of liens or other claims against the premises that are inferior to this Mortgage, such as other mortgages, materialman's liens, etc.;
- a transfer of rights in household appliances, to a person who provides the Nortgagors with the money to buy these appliances, in order to protect that person against possible losses;
- (iii) a transfer of the premises to surviving co-owners, following the death of a co-owner, when the transfer is automatic according to law; and
- (iv) leasing the premises for a term of three (3) years or less, as long as the lease does no include an option to buy.
- When the indebtedness hereby secured shall become due whether by acceleration or otherwise. Mortgagee shall have the right to foreclose the fire hereof. In any soit to foreclose the lien hereof, there shall be allowed and included a rectional 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 fee, outlays for documentary and expense which may be paid or incurred by or on behalf of Mortgagee for attorneys' fees, appraiser's fee, outlays for documentary and expent evidence, stenographers' charges, publication costs and costs (which may be a imated as to items to be expended after entry of the decree) of procuring all such abstracts of title, title searches, and examinations, title insurar, 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 pursuant to such decree the true condition of the little to or the value of the provises. All expenditures and expenses of the nature in this paragraph mentioned shall become so much additional indebtedness secured hereby and immediately due and payable, with of the nature in this paragraph mentioned shall become so much additional indebtedness secured nereby and intermediately due and payable, with interest thereon at the rate agreed upon in the note, when paid or incurred by Mortgagee in connection with (a) my proceeding, including probate and 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 hereor after necessal of such right to foreclose whether or not actually commenced; or (c) preparations for the defense of any actual or threatened stat or proceeding which might affect the premises or the security hereof.
- 9. 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 are mentioned in the preceding rangraph hereof: second, all other items which under the terms hereof constitute secured indebtedness additional to that evidenced by the note, with interest thereon as berein 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.
- 10. Upon or at any time after the filing of a complaint to foreclose this mortgage the court in which such complaint is filed may appoint a 10. Upon or at any time after the filing of a complaint to foreclose 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 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. application is made prior to forcelosure sale; (2) the deficiency in case of a sale and deficiency
- 11. The Mortgagee shall have the right to inspect the premises at all reasonable times and to make repairs to the premises as in its discretion it may deem necessary for the proper preservation thereof. Access thereto shall be permitted for those purposes.
- 12. 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 bereof 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,
- 13. 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.
- 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.