OR RECORDER'S OFFICE BOX NO. -

## MOST AGENILANIE FICTORY 103 COPY 2

For Use With Note Form No. 1447

CAUTION: Consult a lawyer before using or acting under this form. Neither the publisher nor the seller of this form makes any warranty with respect thereto, including any warranty of merchantability or fitness for a particular purpose.

	89036792
THIS INDENTURE, made January 23 19 89, between	
Paul V. Salazar & Celine E. Salazar, husband	
and wife, 1506 Clinton, River Forest, IL	
	. DEPT-01 \$12.25
(NO. AND STREET) (CITY) (STATE)	- 743333 TRAN 1767 01/24/89 09:28:00
herein referred to as "Mortgagors," and John W. Mauck, or in the	・ +S&16 + C *-Sターロコムフタス ・ COOK COUNTY RECORDER
event of his death Rosemary J. Mauck	a bodit booti / ittobitett
1145 Asbury Avenue, Evanston, IL	
(NO, AND STREET) (CITY) (STATE)	•
herein referred to as "Mortgagee," witnesseth:	Above Space For Recorder's Use Only
THAT WHEREAS he Mortgagors are justly indebted to the Mortgagee upon the inst	allment note of even date herewith, in the principal sum of
(\$ 30,000.00 ), payable to the order of and delivered to the Mortgagee, in and	
sum and interest at the rate a divinstallments as provided in said note, with a final payment of	the balance due on the 23rd day of July
10.89 and all of cold princips. And a torset are made poundle at such place as the holders of the s	note may from time to time, in writing appoint, and in absence
of such appointment, then at the effect of the Morgagee at 7 South Dearborn,	Suite 1207, Chicago, IL 60603
NOW THE DEFORE the Marroy on Assente the natural of the said principal sum of m	names and said interest in accordance with the terms intovisions
NOW, THEREFORE, the Mortgagors obsecure the payment of the said principal sum of m and limitations of this mortgage, and the ver ormance of the covenants and agreements herei consideration of the sum of One Dollar in hard raid, the receipt whereof is hereby acknowledge Mortgagee, and the Mortgagee's successor and assigns, the following described Real Estate and and being in the	n contained, by the Mortgagors to be performed, and also in d, do by these presents CONVEY AND WARRANT unto the lall of their estate, right, title and interest therein, situate, lying COOK AND STATE OF ILLINOIS, to wit:
LOT 24 AND LOT 25 IN BLOCK 3 IN ROSELL'S BONNIE B	
BEING A SUBDIVISION OF THE NURTH HALF OF THE EAST	HALF OF THE NORTH FAST
QUARTER OF SECTION 1, TOWNSHIP 39 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL	
MEDIATAN CHARACTUA THERECOM THE HECT OF FEET AND THE CONTH OF FEET THEREOF	
DEDICATED TO THE VILLAGE OF RIVER FOREST FOR STREET PURPOSES, IN COOK COUNTY,	
ILLINOIS.	<u> </u>
Mortgagors represent that this mortgage is second mortgage to St. Paul Federal in the original prin	only to an existing first cipal amount of \$226,000.
which, with the property hereinafter described, is referred to herein as the "premises,"	· · · · · · · · · · · · · · · · · · ·
which, with the property neterinance described, is referred to neteril as the premises,	MAIL
Permanent Real Estate Index Number(s): 15-01-203-032 & 15-01-203-03	51 1 2 2 0 1 1 1 1 1 1
Address(es) of Real Estate: 1506 Clinton, River Forest, IL	3 200
TOGETHER with all improvements, tenements, easements, fixtures, and appurtenances th long and during all such times as Mortgagors may be entitled thereto (which are pledged primarily all apparatus, equipment or articles now or hereafter therein or thereon used to supply heat, gas single units or centrally controlled), and ventilation, including (without restricting the foregoin coverings, inador beds, awnings, stoves and water heaters. All of the foregoing are declared to be or not, and it is agreed that all similar apparatus, equipment or articles hereafter placed in the periodic of the considered as constituting part of the real estate.  TO HAVE AND TO HOLD the premises unto the Mortgagee, and the Mortgagee's successherein set forth, free from all rights and benefits under and by virtue of the Homestead Exemptic the Mortgagors do hereby expressly release and waive.  The name of a record owner is:  Paul V. Salazar & Celine E. Salazar	sors and assigns, forever, for t'e purposes, and upon the uses on Laws of the State of Illines. This haid rights and benefits
This mortgage consists of two pages. The covenants, conditions and provisions appearing o	
herein by reference and are a part hereof and shall be binding on Mortgagors, their heirs, success Witness the hand and seal	sors and assigns.
(Seal)	Cerui (e. palagar (Seal)
PLEASE Paul V. Salazar	Celine E. Sālazar A. O
TYPE NAME(S)	" " " " " " " " " " " " " " " " " " "
BELOW (Seal)	I, the undersigned, a Notary Public in and for said County
State of Illinois, County ofss., in the State aforesaid, DO HEREBY CERTIFY that Paul V.  Phus band and wife	I, the undersigned, a Notary Public in and for said County Salazar & Celine E. Salazar,
MPRESS KAREN HOGENBOOM ally known to me to be the same person. S whose name SEAL KAREN HOGENBOOM ally known to me to be the same person. S whose name HENGtary Public. State appropriate before me this day in person, and acknowledged that	S_aresubscribed to the foregoing instrument, they_signed, scaled and delivered the said instrument as ses therein set forth, including the release and waiver of the
My Commission Exerces ronght of homes ead.	-
Given under my hand and official seal, this 23rd day of January	19 89
Commission expires	Notary Public
This instrument was prepared by John Mauck, 7 S. Dearborn, #1207, (NAME AND ADDRESS)	Chicago, IL 6060
Mail this instrument to <u>John Mauck, Mauck &amp; Baker, 7 So, Dearboi</u> (NAME AND ADDRESS)	rn, #1207
ChicagoIllir	nois 60603
(CITY)	STATE) (ZECODE)

## THE COVENANTS, CONDITION OF TROUSING BEFORED TO ON PACE (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 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) 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 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 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 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 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 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 Mortgagee, and the Mortgagee's successors or assigns, against any liability incorred 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 feep all buildings and improvements now or hereafter situated on said premises insured against loss or damage by fire, lightning and windsto m under policies providing for payment by the insurance companies of moneys sufficient either to pay the cost of replacing or repairing the time 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 small deliver remisely additional and renewal policies, to the Mortgagee, and in case of insurance about to expire, shall deliver remisely policies not less than ten days prior to the respective dates of expiration.
- 7. In case of default therein, Mortizace 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, compossive or settle any tax lien or other prior lien or title or claim thereof, or redeem from any tax sale or forfeiture affecting said premies are 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 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 thereon 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 without inquiry into the accuracy of such bill, statement or estimate or into the validity of any tax, assessment, sale, forfeiture, tax lien or any carrier 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 Mc tgaiors, all unpaid indebtedness secured by this mortgage shall, notwith-standing anything in the note or in this mortgage to the contrary, pecome 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 herein container.
- 10. When the indebtedness hereby secured shall become due whether by acceleration or otherwise. Mortgagee shall have the right to foreclose the lien hereof. In any suit to foreclose the lien hereof, there are be allowed and included as additional indebtedness in the decree for sale all expenditures and expenses which may be paid or incurred by cr on behalf of Mortgagee for attorneys' fees, appraiser's fees, outlays for documentary and expense expenses which may be paid or incurred by cr on behalf of Mortgagee for attorneys' fees, appraiser's fees, outlays for documentary and expense which may be paid or incurred by cr on behalf of Mortgagee for attorneys' fees, appraiser's fees, outlays for documentary and expense with respect to the searches, and examinations, title insurance policies, Torrens certificates, and similar data and assurances with respect to the prosecute such suit or to evidence to bidders at any sale which may be had rurst ant 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 paragraph mentioned shall become so much additional indebtedness secured hereby 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 an examkruptcy proceedings, to which the Mortgagee shall be a party, either as plaintiff, claimant or defendant, by reason of this mortgage rule in examkruptcy proceedings, to which the Mortgagee shall be a party, either as plaintiff, claimant or defendant, by reason of this mortgage rule in connectedness hereby secured; or (b) preparations for the commencement of any suit for the foreclosure hereof after accrual of such rule to foreclose whether or not actually themselves.
- 11. The proceeds of any foreclosure sale of the premises shall be distributed and applied in the 10 lowing order of priority: First, on faccount of all costs and expenses incident to the foreclosure proceedings, including all such items as are more incident in the preceding parameter proceedings, including all such items as are more incident in the preceding parameter proceedings, including all such items as are more incident in the preceding parameter proceedings, with interest thereon as herein provided; third, all principal and interest remaining unpaid on the note; fourth, any overplus to Mortagers, 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 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 gendency 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 purpose.
- 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 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.