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	noilsiogio	Months contract I M. Sears Consumer Financial Co
	North 207, Bannockburn, 11	This netrument was prepared by BOYD 100 COLDOTE 18 7
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89113928	S O G S Subscribed to the foregoing instrument,	PERSONAL TO DESCRIPTION OF TO DE THE SEME DESCRIPTION OF THE SEME DESCRIPTION
$\boldsymbol{\omega}$		State of Illinois, County of Action Rosens (e) n His 1
	the undersigned, a Notery Public in and for said County	
	(1608) (Noverture (1608))	BELOW (Seal)
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2344 34	belangrooni are lagagings sirt to ch., earever off!) (Tagag	This wortgage consists of two pages, The covenants, conditions and provisions appearing on ;
	J; e; t	The name of a record owner is: Gerald H. Rosenstein & Miriam R. His Wife
1' * 100	nprion 28/15 of the State of Hillhois, which said rights and	herein set forth, free from all rights and benefits under and by virtue of the Homestead Exom benefits the Mortgagors do hereby expressly release and waive.
	seand a signification to the purposes, and upon the uses	Mortgagors or their successorsor assigns shall be considered as constituting part of the real eight. TO HAVE AND TO HOLD the premises unto the Mortgagoe, and the Mortgagoe's successors
61 2 3	uipm int or articles hereafter placed in the premises by	refrigeration (whether Eingle units or centrally controlled), and ventilation, including (without doors and windows, flotor coverings, inador beds, awnings, solves and water heaters. All of 1, whether physically attached Thereto or not, and it is agreed that all similar apparalus, eq
, 3 .	O (O ZODDIA DEGL' GRZ' GIL COUGILIQUIDO MGIGL' HOUL' DOMGL'	TOGETHER WITH all improvements, tenements, each each of the control of the contro
	eto belonging, and all rents, issues and profits thereof for	TOGETHER with all improvements, tenements, fixtures, and appurtenencest let
	Niles, 11, 60648	Addressies) of Real Estate: 9813 LBUTen Ln
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Wi	ged, do by these presents CONVEY AND WARRANT unto the nind all of their estate, tight, title and interest therein.	NOW, THEREFORE, the Mortz-ors to secure the payment of the said principal sum of moner and with the test of this mortgage, and tile and the whole said the test of the contribution of the sum of One Dollk! In head paid, the receipt whereof is helded worked to the work of the whole said the Mortgagee, and the Mortgagee, and the Mortgagee, and the Mortgagee.
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		to from and interest at the rule and installments as provided in said not off the factoring of
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	iment note of even date herewith, in the principal sum of	herein referred to as "Mortgagee," witnesseth: TAHT WHERE'S 'ne Mortgagers are justly indebted to the Mortgagee upon the install
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		100 Corporate North, Suite 207 Bannockburn, 11 60015
		herein referred to as "Mortgagors," and Sears Consumer Financial Corporation
	COOK COUNTY RECORDER	NII 65, IL 60648 (MO. AND STREET) (CITY) (STATE)
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MORTGAGE (ILLINOIS)
For Use With Note Form No. 1447

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For ties With thing form No. 1647 MONITOR SOLD MONEY

> Lopins, A. 1838 FURN NO 100

UNOFFICIAL SOOPY 2 8

THE COVENANTS, CONDITIONS AND PROVISIONS REFERRED TO ON PAGE 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 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 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.
- 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 Mortgagers, 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 Mortgagers, 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 Mortgagers 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 not needy secured, the Mortgagors covenant and agree to pay such tax in the manner required by any such law. The Mortgagors further covenant to held of niless and agree to indemnify the Mortgagee, and the Mortgagee's successors or assigns, against any liability incurred by reason of the imposition of the tax on the issuance of the note secured hereby.
- 5. At such time as the Murt lagors 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 privilings 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 index (edness secured hereby, all in companies satisfactory to the Mortgagee, under insurance policies payable, in case of loss or damage, to Mortgagee, under insurance policies payable, in case of loss or damage, to Mortgagee, under insurance policies, including additional and renewal policies, to the Mortgagee, and in case of insurance about to expire, shall deliver renewal policies not less than ten days prior to the respective cases of expiration.
- 7. 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 row, lake full or partial payments of principal or interest on prior encumbrances, if any, and purchase, discharge, compromise or settle any tax lien or other pri. Hen or title or claim thereof, or redeem from any tax sale or forfeiture affecting said premises or contest any tax or assessment. All moneys raid for any of the purposes herein authorized and all expenses paid or incurred in connection therewith, including attorneys' fees, and any other money t advanced by Mortgagee to protect the mortgaged premises and the lien hereof, shall be so much additional indebtedness secured hereby and shall become a immediately due and payable without notice and with interest thereon at the highest rate now permitted by Illinois law. Inaction of Mortgagee Shall raver be considered as a waiver of any right accruing to the Mortgagee on account of any default hereunder on the part of the Mortgagors.
- 9. Mortgagors shall pay each item of indebtedness herein mentioned, oth principal and interest, when due according to the terms hereof. At the option of the Mortgagee and without notice to Mortgagors, all unpaid indepted nets 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 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 contained.
- 11. The proceeds of any foreclosure sale of the premises shall be distributed and applied in the following order of privring First, on account of all costs and expenses incident to the foreclosure proceedings, including all such items as are mentioned in the preceding para raph hereof; second, all other items which under the terms hereof constitute secured indebtedness additional to that evidenced by the note, with it to stithereon as hereigned; 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 such complaint is filed mry all point 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 sale half be then occupied as a homestead or not, and the Mortgagoe may be appointed as such receiver. Such receiver shall have power to collect thereits, 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 not income in his heards in payment in whote 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 ilen 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 how 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 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.

assigns of the Mortgagee named herein and the holder of holders, from time to time, of the hold secured hereby.

Version 1.0 Page 2 of 2 ______ CCFAAB

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