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## FORM NO. 103 February, 1985 22227 3

CAUTION: Consult a lawyer before using or acting under this form. Neither the publisher nor the seller of this form

89222216

of such appointment, then at the office of the Morragge at 10000 St. Light Deep Bulling, 11. 00005  NOW, THEREFORE, the Morragg is to secure the payment of the said principal sum of money and said interest in accordance with the terms, provision and limitations of this mortgage, and the prior formance of the occurants and agreements herein contained, by the Morraggors to be performed, and also consideration of the sum of One Dollar in Eard pand, the receipt whereof is hereby acknowledged, do by these presents CONVEY AND WARRANT unto the Morragge, and the Morragge, and sea successors in assigns, the following described Real Estate and all of their estate, right, title and interest therein, situate, by and being in the City of Alsip COUNTY OF COOK AND STATE OF ILLINOIS, to will be seen the control of the co		makes any warranty with res	pect thereto, including any t	varranty of marchantability or	litness for a particular p	urpose.	30~		
herein referred ton: "Mortgager: "winesself: A. Caputo, Sr. and Milliam M. Caputo, His Wife.  BurDank II. Gray Gray Gray Gray Gray Gray Gray Gray						1			
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which, with the property hereinafter described. is referred to herein as the "premises."  Permanent Real Estate Index Number(s): 24-26-102-078-1003 (1) Volume 247  Address(s) of Real Estate: 11943 5. Lawndale, Alsip, II. 60658 Unit 4A3  TOGETHER with all improvements, tenements, easements, fixtures, and appurtenances thereto beauting, and all rents, issues and profits thereof for so long and during all such times as Mortgagon may be entitled thereto (which are pledged primarily and on a parsity with sud real estate and not secondarily) and all apparatus, equipment or articles now or hereafter therein or thereto week in a particle of the power, refrigeration (whether vocarings, mador beds, awayings, stores, and water heaters. All of the foregoing are declared to be a part of said relia whether physically stutched theretor or not, and it is agreed that all similar apparatus, equipment or articles hereafter placed in the premises by Mortgagors or their successors or assigns shall be considered as constituting part of the real resistance to be Mortgagore, and the Mortgagore, and the work of the said rights and benefits the Mortgagor and benefits of more pages. The constitution of the Mortgagore, and the mortgagore on the refer of the depart of the real pages of the refer of a press of release and waive.  The name of a record owner is:  This mortgage conducts of two pages. The covenants, conditions suppearing on page 2 (the reverse side of this in ort[age) are incorporated bereals by reference and are a part hereof and shall be binding on Mortgagore, their heart and the said properties of the page of the pag	$\mathcal{A}$	NOW, THEREF and limitations of this consideration of the su Mortgagee, and the M and being in the C1	ORE, the Mortgap in mortgage, and the r m of One Dollar in is ortgagee's successors by of Alsip	To secure the payment erformance of the cov in I paid, the receipt wh in Lo assigns, the follow	of the said princip; enants and agreem hereof is hereby acl ing described Real , COUNTY OF	al sum of money and the state and all of the COOK	nd said interest in accordined, by the Mortgage these presents CONV heir estate, right, title a	rdance with the tenters to be performed by AND WARR and interest therein D STATE OF ILLI	ms, provisioned, and also l ANT unto the situate, lyin INOIS, to wi
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TOOETHER with all improvements, tenements, casements, fixtures, and appurtenances thereto be being in 2, and all rents, issues and profits thereof for so long and during all such times as Mortgagors may be entitled thereto (which are pledged primarily and on a party vith said real estate and not secondarily) and all apparatus, equipment or articles now or bereafter thereto not be the sumption of the profits		Permanent Real Estate	Index Number(s): _	24-26-102-078	3-1003 (		247		
TO HAVE AND TO HOLD the premises unto the Mortgagee, and the Mortgagee's successors and assigns, forever for the purposes, and upon the uses herein set forth, free from all rights and benefits the Mortgagors do hereby expressly release and waive.  The name of a record owner is:  The mortgage consists of two pages. The covenants, conditions and provisions appearing on page 2 (the reverse side of this nort age) are incorporated herein by reference and are a part hereof and shall be binding on Mortgagors, their heirs, successors and assigns.  Witness the hand. and seet of Mortgagors the day Big first above written.  Witness the hand. and seet of Mortgagors the day Big first above written.  PLEASE PRINT OR TYPE NAME(S) BELOW SIGNATURE(S) Debra A. Caputo  State of Illinois, County of Cook  State of Illinois, County of Cook  **OFFICIAL State of His Wife  **OFFICIAL State Of His Wife  **MPROBLER   C. OLSON, His Wife  **MROBLER		Address(es) of Real Es	11943 S.	Lawndale, Als	sip, 11. 606	558 Urit	4A3		
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State of Illinois. County of Cook Ss. I, the undersigned, a Notary Public in and for said County  In the State afgresaid, DO HEREBY CERTIFY that Robert A. Caputo Jr. and Debra A.  In the State afgresaid, DO HEREBY CERTIFY that Robert A. Caputo Jr. and Debra A.  In the State afgresaid, DO HEREBY CERTIFY that Robert A. Caputo Jr. and Debra A.  In the State afgresaid, DO HEREBY CERTIFY that Robert A. Caputo Jr. and Debra A.  In the undersigned, a Notary Public in and for said County Robert A. Caputo Jr. and Debra A.  In the undersigned, a Notary Public in and for said County Robert A. Caputo Jr. and Debra A.  In the undersigned, a Notary Public in and for said County Robert A. Caputo Jr. and Debra A.  In the undersigned, a Notary Public in and for said County Robert A. Caputo Jr. and Debra A.  In the undersigned, a Notary Public in and for said County Robert A. Caputo Jr. and Debra A.  In the undersigned, a Notary Public in and for said County Robert A. Caputo Jr. and Debra A.  In the undersigned, a Notary Public in and for said County Robert A. Caputo Jr. and Debra A.  In the undersigned, a Notary Public in and for said County Robert A. Caputo Jr. and Debra A.  In the undersigned, a Notary Public in and for said County Robert A.  In the undersigned, a Notary Public in and for said County Robert A.  In the undersigned, a Notary Public in and for said County Robert A.  In the undersigned, a Notary Public in and for said County Robert A.  In the undersigned, a Notary Public in and for said County Robert A.  In the undersigned, a Notary Public in and for said County Robert A.  In the undersigned, a Notary Public in and for said County Robert A.  In the undersigned, a Notary Public in and for said County Robert A.  In the undersigned, a Notary Public in and for said County Robert A.  In the undersigned, a Notary Public in and for said County Robert A.  In the undersigned, a Notary Public in and for said County Robert A.  In the undersigned, a Notary Public in and for said County Robert A.  In the undersigned, a Notary	_	PRINT OR	Robert A. Ca	aputo Jr.	V. (See	al)	**************************************		(Seal)
**OFFICIAL State aloresaid, DO HEREBY CERTIFY that Robert A. Caputo Jr. and Debra A.  **OFFICIAL State of His Wife  **Morrison College of the State of His Wife  **Morrison College of the His day in person, and acknowledged that they signed, sealed and delivered the said instrument as the History of the right of homestead.  **Given under my hand and official seal, this the said instrument and the right of homestead.  **Given under my hand and official seal, this to the said instrument and purposes therein set forth, including the release and waiver of the right of homestead.  **Given under my hand and official seal, this to the said instrument and purposes therein set forth, including the release and waiver of the right of homestead.  **Given under my hand and official seal, this to the said instrument and purposes therein set forth, including the release and waiver of the right of homestead.  **Given under my hand and official seal, this to the said instrument and purposes therein set forth, including the release and waiver of the right of homestead.  **Given under my hand and official seal, this to the same person S whose name S subscribed to the foregoing instrument and the signed, sealed and delivered the said instrument and the signed, sealed and delivered the said instrument and the signed, sealed and delivered the said instrument and the signed, sealed and delivered the said instrument and the signed, sealed and delivered the said instrument and the signed, sealed and delivered the said instrument and the signed, sealed and delivered the said instrument.  **Given under my hand and official seal, this to the foregoing instrument and the signed, sealed and delivered the said instrument and the signed, sealed and delivered the said instrument and the signed, sealed and delivered the said instrument and the signed, sealed and delivered the said instrument.  **Given under my hand and official seal, this to the same person S. whose name S. subscribed to the foregoing instrument.  **Given under my hand and offic		BELOW	Debra A. Cap	outo	(Sea	al)	ratingan nguya wilangan ganga-tira dayah angga padam dira a paga		(Seal)
OFFICIAL SCABLEO, His Wife  MPRESCER; C. OLSON whose name S subscribed to the foregoing instrument, MPRESCER; C. OLSON STATE OF SWallword with the same person S whose name S subscribed to the foregoing instrument, MPRESCENT PUBLIC STATE OF SWallword with the said instrument as the STATE OF SWALLS OF STATE OF SWALLS OF SWALLS OF STATE OF SWALLS	S	State of Illinois, County	01	aid. DO HEREBY C	ERITEY that	l, the	undersigned, a Notary	Public in and for Debra A.	said County
Given under my hand and official seal, this 12th day of 19 92  Commission expires 9-14  This instrument was prepared by Robert C. Olson 8427 S. Mansfield, Burbank, II. 60459  (NAME AND ADDRESS)  Mail this instrument to Robert C. Olson 8427 S. Mansfield  (NAME AND ADDRESS)  Burbank  Burbank  11linois 60459		MPARQUER C.	SCAPULO, HI OLSON JE PREPERIOR PROPERIOR PROPE	to me to be the sum ne this day in person, free and voluntary	e person 5 wh	I IIIII	signed, seared and de	avered the said in	Mercente da
This instrument was prepared by Robert C. Olson 8427 S. Mansfield, Burbank, II. 60459  (NAME AND ADDRESS)  Mail this instrument to Robert C. Olson 8427 S. Mansfield  (NAME AND ADDRESS)  Burbank  Illinois 60459			d official seal, this	12th	uay 01	Pul	rest (		
Mail this instrument to Robert C. Olson 8427 S. Mansfield (NAME AND ADDRESS)  Burbank  Illinois 60459	T	his instrument was prep	pared by Robert	f1	NAME AND ADDRES	ield, Burb	ank, I1. 6045	59	Notary Public
	, <b>N</b>	lail this instrument to		son 8427 S. 1	Mansfield NAME AND ADDRESS	S)		60450	<del></del>
		D DECODORDIS OF		BOX 35					(ZIP CODE)

#### AGE 1 THE REVERSE SIDE OF THIS THE COVENANTS, CO 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 Mortgages 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.
- 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
- 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 no tred by reason of the imposition of any tax on the issuance of the note secured hereby.
- 5. At such time as 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 keep all buildings and improvements now or hereafter situated on said premises insured against loss or damage by fire, lightning and windstone 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 acliver all policies, including additional and renewal policies, to the Mortgagee, and in case of insurance about to expire, shall deliver en wal policies not less than ten days prior to the respective dates of expiration.
- 7. In case of default therein, Nortgages may, but need not, make any payment or perform any act hereinbefore required of Mongagots In any form and manner deemed expedien, and may, but need not, make full or partial payments of principal or interest on prior encumbrances, if any, and purchave, discharge, long miss or settle any tax lien or other prior lien or title or claim thereof, or redeem from any tax sale or forfeiture affecting said premites or contest any tax or assessment. All moneys paid for any of the purposes herein authorized and all expenses paid or incurred in connection, herewith, including attorneys' fees, and any other moneys advanced by Mortgages to protect the mortgaged premises and the lien herest, 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 Himois law. Inaction of Mortgages 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 Mortgagots.
- 8. The Mortgagee making any payment hereby aut for zer's relating to taxes or assessments, may do so according to any bill, statement or estimate procured from the appropriate public office of area inquiry into the accuracy of such bill, statement or estimate or into the validity of any tax, assessment, sale, forfeiture, tax lien or title or claim thereof.
- 9. Mortgagors shall pay each item of indebtedness herein nentioned, both principal and interest, when due according to the terms hereof. At the option of the Mortgagee and without notice to Nortgagors, all unpaid indebtedness secured by this mortgage shall, notwith-standing anything in the note or in this mortgage to the contrary, from educ 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.
- 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 shall be allowed and included as additional indebtedness in the decree for sale all expenditures and expenses which may be paid or incurred or or on behalf of Mortgagee for attorneys' fees, appraiser's fees, outlays for documentary and expert evidence, stenographers' charges, publication costs and costs (which may be estimated as to items to be expended after entry of the decree) of procuring all such abstract of title searches, and examinations, title insurance policies, Torrens certificates, and similar data and assurances with respect to title or 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 title to or the value of the premises. All expenditures and expenses of the nature in this partigraph mentioned shall become so much additional indebtedness secured hereby and immediately due and payable, with interest thereon at the uphest rate now permitted by Illinois law, when paid or incurred by Mortgagee in connection with (a) any 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 hereof after accrual of such tight 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. security hereof.
- 11. 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 men ioned 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 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 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 permises or whether 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 either 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.

# UNOFFICIAL, CQPY 1 5

PERMANENT TAX NUMBER 24-26-102-078-1003 (1) Volume 247

### REAL ESTATE DESCRIPTION

UNIT 4A3, AS DELINEATED ON SURVEY OF THE FOLLOWING DESCRIBED PARCEL OF REAL ESTATE:

THAT PART OF THE EAST 1/2 OF THE WEST 1/2 OF LOT 25 (EXCEPT THE NORTY 17 FEET AND EXCEPT THE SOUTH 33 FEET THEREOF) IN BRAYTON FARM #3, A SUBDIVISION OF THE NORTH WEST 1/4 OF SECTION 26, (EXCEPT THE WEST 80 ACRES THEREOF) IN TOWNSHIP 37 NORTH, RANGE 13, EAST OF THE TRIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE EAST LIE OF THE EAST 1/2 OF THE WEST 1/2 OF LOT 25 AFORESAID 333.34 FEET SOUTH OF THE SOUTH LINE OF THE NORTH 17 FEET AFORESAID; THENCE SOUTH ALONG SAID EAST LINE, 104.66 FEET; THENCE NORTHWESTERLY TO A POINT, SAID POINT PEING 429.34 FEET SOUTH OF THE SOUTH LINE OF THE NORTH 17 FEET AFORTSAID, AND 70 FEET EAST OF THE WEST LINE OF THE EAST 1/2 OF THE WEST 1/2 OF LOT 25, AFORESAID; BOTH MEASURE AT RIGHT ANGLES THERETO; THENCE SOUTH ALONG A LINE PARALLEL TO THE EAST LINE OF THE EAST 1/2 OF THE WEST 1/2 OF SAID LOT 25 12.00 FEET; THENCE WEST ALONG A LINE PARALLEL TO THE SOUTH LINE OF THE NORTH 17 FEET AF RESAID, 70.00 FEET TO THE WEST LINE OF THE EAST 1/2 OF THE WEST 1/2 OF SAID LOT 25; THENCE NORTH ALONG SAID WEST LINE 108.0 FEET; THENCE EAST ALONG A LINE PARALLEL TO THE SOUTH LINE OF THE MORTH 17 FEET, AFORESAID; 166.44 FEET TO THE POINT OF BEGINNING, WHICH SURVEY IS ATTACHED AS EXHIBIT "A" TO THE DECLARATION OF CONDOMINIUM OWNERSHIP MADE BY FORD CITY BANK AS TRUSTEE UNDER TRUS! NUMBER 512 RECORDED IN THE OFFICE OF THE RECORDER OF COOK COUNTY, ILLINOIS AS DOCUMENT 22550990 TOGETHER WITH AN UNDIVIDED .08333% INTEREST IN SAID DEVELOPMENT PARCEL (EXCEPTING FROM SAID DEVELOPMENT PARCEL ALL THE PROPERTY AND SPACE COMPRISING ALL THE UNITS DEFINED AND SET FORTH IN SAID DECLARATION AND SURVEY).

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