UNDEFICIAL COPY

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THIS INDENTURE made_	Apreil	5 19.87 between		
Peter J Grys				
7290 GLADIOLA	HANOVER REED (C	PARK TI.		
herein referred to as "Morn			89265913	
Madison Nation	al Bank		31,5	
INO AND ST		60016 (STATE)	Above Space For Recorder's Use Only	
herein referred to as "Mortg	gagee. " witnesseth:	o the Mortsone upon the Fr	etail Installment Contract dated APRIL 5.	
THAT WIEREAS INF SI	19_89in	the sum of Six Thor	sand Nine Hundred	
)		bon	-
(<u>*6900.00</u>	b payable to the sinstallments of \$23	rorder of and delivered to the K - 68	Mongagee in and by which contract the Mongagors pro each beginning 60 Days after com	
	strument of * 236,68		tie on	
19 92 and all of said!	ndebte în ss is made payable a		the contract may, from time to time, in writing appoint, as	ndin
the absence of such appoin	tment, then 2, the office of the	e holder atMadison	National Bank	
NOW, THEREFORE, the	ace of the convenants and agree	ments berein contained, by t	ordance with the terms, provisions and limitations of he Mortgagors to be performed, do by these presents COS	20 E. J.
and interest therein, situate		ty of Hanover Par	owing described Real Estate and all of their estate, right, KCOURT	
Cook		STATE OF ILLINOIS to wit		
of the SE 1/4	k 8 in Unit 3 Hanov of Section 25, Town ook County,Illinois	siir 41 North, Ra	Addition being a Sub of the W I/2 nge 9, East of the Third Principal	
Tax 1.0# 06-25	-419-016	Co,		
Commanly Known	as: 7290 Gladiola	4	60.	
	Hanover Park, 1	17	8920ca	
	nanover rark, r	1.	89265913	
	nanover vark, v		03265913	
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which with the amperty he			Clarks	
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ADDITIONAL CONVENANTS. CONDITIONS AND PROVISIONS REFERRED TO ON THE REVERSE SIDE OF THIS MORTGAGE AND INCORPORATED THEIREIN BY REFERENCE.

- 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 hereof; (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 Mortgagee or to holder of the contract; (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.
- 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 Mortgage or to holders of the contract duplicate receipts therefor. To prevent default bereunder Mortgagors shall pay in full under protest, in the manner provided by statute, any tax or assessment which Mortgagors may desire to contest.
- 3. Mortgagors shall keep all buildings and improvements now and hereafter situated on said premises insured against loss or damage by /ire lightning and windsform 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 'a full the indebtedness secured hereby, all in companies satisfactory to the holders of the contract 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 including additional and renewal policies to holder of the contract and in case of hisurance about to expire, shall deliver renewal policies not less than ten days prior to the respective dates of expiration.
- 4. In case of default therein. Mortgagee or the holder of the contract 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 lax lien or other prior lien or title or claim thereof, or redeem from any tax sale or forfeiture, affect ', de said premises or contest any lax or assessmin. All moneys paid for any of these purposes herein authorized and all expenses paid or time, 'ed' in connection therewith, including attorneys' fees and any other moneys advanced by Mortgagee or the holders of the contract to protect the mortgaged premises and the lien hereof, shall be so much additional indebtedness secured hereby and shall become immediately due and pay one without notice. Inaction of Mortgagee or holders of the contract shall never be considered as a water of any right accruing to them on account of any default hereunder on the part of the Mortgagors.
- 5. The Mortgagee or the hole of the contract hereby secured making my payment hereby authorized relating to taxes and assessments may do so according to any bill statement of submate procured from the appropriate public office without inquiry into the accuracy of such bill statement or estimate or into the validity of an two assessment, sale, forfeiture, tax lien or title or claim thereof.
- 6. Mortgagors shall pay each item of inceptedness herein mentioned, when due according to the terms hereof. At the option of the holder of the contract, and without notice to the Mortgagors, all unpaid indebtedness secured by the Mortgage shall not with standing anything in the contract or in this Mortgage to the contrary, become dut, and payable (a) immediately in the case of default in making sayment of any instalment on the contract or (b) when default shall occur and continue for 'an re days in the performance of any other agreement of the Mortgagors herein contained.
- 7. When the indebtedness hereby secured sha', become due whether by acceleration or otherwise. Mortgagee shall have the right to fereclose the lien hereof. In any suit to foreclose the lien hereof, then' shall be allowed and included as additional indebtedness in the decree for sale all expenditures and expenses which may be paid or incurred by or on behalf of Mortgagee or holder of the contract for attorneys' fees, appraiser's fees, outlays for documentary and expent evidence, stenogra, "bro" charges, publication costs and costs/which may be estimated as to items to be expended after entry of the decreed of procuring all such abstracts of (it), title searches and examinations, guarantee policies. Torrens certificates and similar data and assurances with respect to title as Mortgagee or holder of the contract 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 do cree 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 or "one so much additional indebtedness secured hereby and immediately due and payable, when paid or incurred by Mortgagee or holder of the contract in connection with full any proceeding, including probate and bankruptcy proceedings, to which either of them shall be a party, either as plaintiff. Tax, mant or defendant, by reason of this Mortgage or any indebtedness hereby secured; or (b) preparations for the commencement of any suit for the fireck sure hereof after accural of such right to foreclose whether or not actually commenced or (c) preparations for the defense of any threatened sett o more eding which might affect the premises or the security nereof whether or not actually commenced.
- 8. The proceeds of any foreclosure sale of the premises shall be distribute 1 and applied in the following order of priority: First, on account of all costs and expenses incident to the foreclosure proceedings, including all such the is is sare mentioned in the preceding paragraph hereof; second, all other items which under the terms hereof constitute secured indebtedness additions at that evidenced by the contract third, all other indebtedness, if any, remaining unpaid on the contract fourth, any overplus to Mortgagors, their bird; legal representatives or assigns as their rights may appear.
- 9. Upon, or at any time after the filing of a bill to foreclose this mortgage the court in which such bill 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 hereunder 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 to a statutory period of redemption, whether there be redemption or not, as well as during any further times when Mortgagors, except for the intervention of the 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 notection, possession, control, management and operation of the premises during the whole of said period. The Court from time to time may author to 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 "fortgage 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.
- 10. No action for the enforcement of the lien or any provision hereof shall be subject to any defense which would not be good and available to the party interposting same in an action at law upon the contract hereby secured.
- 11. Mortgagee or the holder of the contract shall have the right to inspect the premises at all reasonable times and access in treto shall be permitted for that purpose.
- 12. If Mortgagors shall sell, assign or transfer any right, title or interest in said premises, or any portion thereof, without the written consent of the holder of the contract secured hereby, holder shall have the right, at holder's option, to declare all unpaid indebtedness secured by this mortgage to be immediately due and payable, anything in said contract or this mortgage to the contrary notwithstanding.

QQ.

			ASSIGN	MENT	
FO	VALUABLE CO	NSIDERATION, Morigage a	ereby sells, assigns ar	nd transfers the within mortgage to	\$ \$2.
Date	199		Mortgagee	#1163 # E #-89-24 cook-county-recorder	55913
	*		By	<u> </u>	
D E L	NAME	MADISCH I		FOR RECORDERS INDEX PURPOSES INSURT STREET ADDRESS OF ABOVE DESCRIBED PROPERTY HERE	
I V	cm.	9190 GOLF DES PLAINES,	III 600 16	5913 red Barkow This Instrument Was Prepared By	-
R Y	LNSTRUCTIONS	OR	120	Chicago, 111.	_