MORIGAPULIO FFICIAL COPY A 7

THIS INDENTURE, ma	de AUGUST 2	22ND	19 <u>89</u> , betwe	en	
DOCA D. DECEL				ORCED	
AND NOT SINCE	VDEZ F/K/A	D AND YOLA			
SPINSTER.	. KERIKKIE	- TIVE TOCK		- '	
4207 W. 2	24TH PL.	CHICAGO	ILLINOIS		en e
(NO. AND ST	REET)	(CITY)	(STATE)		89397147
herein referred to as "Mo				[
FLEET FINANCE	E, INC., A D	ELAWARE CORP	·	i	
328 S. GREI	ENBAY RD.	WAUKEGAN	ILLINOIS	_	
(NO. AND ST	REET)	(CITY)	(STATE)	· 1	Above Space For Recorder's Use Only
herein referred to as "Mo	rtgagee." witnesseth:			Ł	
1001 ATT 11/11/00 ET A S	C she Managana a	_ instrument to t	the Mortgagee upon (he installment note	of even date herewith, in the principal sum of
THIRTY-SIX TH	HOUSAND AND	THIRTEEN AND	NO/100****	*******	WAXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX
(s 36.013.00	, payable to the	e order of and deliver	ed to the Mortgagee, i	n and by which not	te the Mortgagors promise to pay the said principal
sum and interest at the ra	ite eral in installmen	ts as provided in said	note, with a linal pay	ment of the balance	om time to time, in writing appoint, and in absence
X9X ZUU4 and all of said	princit at a 10 interest	Mortanose at 32	8 S. GREENBAY	RD. WAUKI	EGAN, IL 60085
	, 90				·
NOW. THEREFOR	E, the Mortgages !	secure the payment of	the said principal sum	of money and said i	interest in accordance with the terms, provisions and
	امحم حاله فالحاج فالمحاجات	tine technique in baselue t	erkansularioari din Nu fi	MARKA TOPOCHOMIC C.C. STATE	rigagors to be performed, and also in consideration /EY AND WARRANT unto the Mortgagee, and the
of the sum of One Dollar i	in name pant, the follow	wirg described Real E	state and all of their	state, right, title at	nd interest therein, situate, lying and being in the
CITY OF CHICA		OUNTY OF	COOK	·	AND STATE OF ILLINOIS, to with
			6 pppm op 12	7 1 7N DIOC	AT THE CONCENSION OF CHURTOTON
THE EAST 31	36 FEET OF T	THE WEST 81.3	D FEEL OF LO. B everten 27	TOUNDED TO	K17 IN CRAWFORD'S SUBDIVISION 39 NORTH, RANGE 13, EAST OF
OF THAT PART	THUM SHE TO	TOTAN WELLY	LIECTION 2);	THE CHICAG	GO BURLINGTON AND QUINCY
RAILROAD, IN	COOK COUNTY	TILITHOIS	LIES SOUTH OF	THE CHICAGO	50 BOKELMOTON IMP QUINCI
AAIIMOAD, IN	COOK COUNTI	, iddinoid.	0/		DEPT-01
C.K.A.: 4207	7 W. 24TH PL	., CHICAGO,	IL 60623	•	T\$1111 TRAN 9820 08/24/89 165
			'		\$4069 + A *-89-3971
P.I.N.: 16-2	27-221-010		<u>C</u>		COOK COUNTY RECORDER
			(),		A STATE OF THE STA
			4	,)-	89397147
			4	7%,	89397147
			4		89397147
which, with the property	hereinafter described	l, is referred to herein	as the "premises."	20	89397147
which, with the property TOGETHER with	all importante to	naments essements fix	chures, and appurtensive	es thereto beliniping	89397147
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THE COVENANTS, CONDITIONS AND PROVISIONS REFERRED TO ON PAGE 1 (THE REVERSE SIDE OF THIS MORTGAGE):

- 1. Mortgagors shall (i) promptly repair, restore or rebuild any buildings or improvements now or hereafter on the premises which may become damaged or be destreyed; (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 insterial 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 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 Blinois 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 mortgages'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) is 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 Mortgagoe 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 laws. The Mortgagors further covenant to hold harmless and agree to indemnify the Mortgagor, and the Morgagor's successors or assigns, against any liability incurred by reason of the imposition of any tax on the issuance of the note secret hereby.
- 5. At such time as the ongagors 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 may be previded in said note.
- 6. Mortgagors shall keep p' in illdings and improvements now or hereafter situated on said premises insured against loss or damage by fire, lightning and wind-storm under policies providing for private 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 i co upanies satisfactory to the Mortgagee, under insurance policies payable, in case of loss or damage, to Mortgagee, such rights to be evidenced by the standard mostgage in the standard mostgage is to be attached to each policy, and shall deliver all policies, including additional and renewal policies, to the Mortgagee, and in case of insurance about to expire sixil deliver renewal policies not less than ten days prior to the respective dates of expiration.
- 7. In case of default therein, Mortgag e m y, 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 it if or partial payments of principal or interest on prior encumbrances, if any, and purchase, discharge, compromise or settle any tax lien or other prior lies or title of usin thereof or redeem from any tax sale or forfeiture affecting said premises or consest any tax or essessment. All monies paid for any of the purposes herein authorized and all expenses paid or incurred in connection therewith, including attorney's fees, and any other monies 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 psyable without notice and with interest thereon at the higher of the annual percentage rate disclosed on the present note or the highest rate allowed by law. Inaction of Mortgagee shall never be considered as a waiver of any default hereunder on the part of the Mortgagers.
- 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 title or claim thereof.
- 9. Mortgagors shall pay each item of indebtedness herein mentioned by the principal and interest, when due according to the terms hereof. At the option of the Mortgagoe and without notice to Mortgagors, all unpaid indebtedness when do 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 agreemy at of the Mortgagors herein contained.
- 10. When the indebtedness hereby secured shall become due whether by a celeration or otherwise, Morigagee shall have the right to foreclose the lien hereof. In any suit to foreclose the lien hereof, there shall be allowed and included as adoi. In any suit to foreclose the lien hereof, there shall be allowed and included as adoi. In any suit to foreclose the lien hereof. with (a) any proceeding, including foreclosure by a senior or junior mortgage, probate and ban'r pey 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) property one of the commencement of any suit for the foreclosure hereof after accrual of such right to foreclose whether or not actually commenced; or (c) preparations of the defense of any actual or threatened suit or proceeding which might affect the premises or the security hereof.
- 11. The proceeds of any foreclosure sale of the premises shall be distributed and applied in the following on e. o priority: first, on account of all costs and expenses incident to the foreclosure proceedings, including all such items as are mentioned in the preceding paragraph nero; 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; find, all principal and interest remaining unpaid on the note; fourth, any overplus to Mortgagors, their heirs, legal representatives or assigns, as their rights may app ar
- 12. Upon or at any time after the filing of a complaint to foreclose this mortgage the court in which such complaint is fill 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 Morteneous 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 no', and he Mortgagee may 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 than when Mortgagors, except for the intervention of such receiver, would be entitled to collect such rems, 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 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 it reclusing 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 ar. de 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 are more permisses. No such deposit shall bear any interest.

 16. If the payment of said indebtedness of 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 whall continue in full force the right of recourse against all such persons being expressly reserved by the Mortgagee, notwithstanding such extension, variation or release.

 **Additional Security of the Payment and discharge of all indebtedness secured hereby and payment and the security be released this mortgage and lien thereof by proper instrument upon payment and discharge of all indebtedness secured hereby and payment and the

 - 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 "Morigagors" 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 morigage. The word "Morigagee" when used herein shall include the successors and assigns of the Morigagee named herein and the holder or holders from time to time, of the note secured hereby.

IL-MID., Rev. 7/87 Control No. 90714005