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MORTGAGE (ILLINOIS)

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90412119

DEPT-01 RECORDING 213.25
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 COOK COUNTY RECORDER

Above Space for Recorder's Use Only

THIS INDENTURE, made June 8th 19 90, between
Florence Smith And Eleanor Cywin (J)

1743 N. Austin Chicago, IL
(NO. AND STREET) (CITY) (STATE)

herein referred to as "Mortgagors" and
Diamond Window Co.

5030 W. Lawrence Chicago, IL
(NO. AND STREET) (CITY) (STATE)

herein referred to as "Mortgagee," witnesseth:

THAT WHEREAS the Mortgagors are justly indebted to the Mortgagee pursuant to a Retail Installment Contract of even date herewith, in the Amount Financed of Thirty Four Hundred Forty 800/000 DOLLARS (\$ 3440.00), payable to the order of and delivered to the Mortgagee, in and by which contract the Mortgagors promise to pay the said Amount Financed together with a Finance Charge on the principal balance of the Amount Financed at the annual percentage rate of 16.98 in accordance with the terms of the Retail Installment Contract, from time to time to be paid in 83 monthly installments of \$ 70.23 each beginning 30 days after completion, 1990 and a final installment of \$ 70.23, 1990 together with interest after maturity at the Annual Percentage Rate of 16.98 as stated in the contract, and all of said indebtedness is made payable at such place as the holders of the contract may, from time to time, in writing appoint, and in the absence of such appointment, then at the office of the holder at Diamond Window Co., 5030 W. Lawrence Chicago, IL.

NOW, THEREFORE, the Mortgagors, to secure the payment of the said sum in accordance with the terms, provisions and limitations of that Retail Installment Contract and this mortgage, and the performance of the covenants and agreements herein contained, by the Mortgagors to be performed, do by these presents CONVEY AND WARRANT unto the Mortgagee, and the Mortgagee's successors and assigns, the following described Real Estate and all of their estate, right, title and interest therein, to wit, lying and being in the City of Chicago COUNTY OF Cook AND STATE OF ILLINOIS, to wit:

Lot Thirty Five (35) in block four (4) in Mills and Sons Subdivision of that part of the Southeast quarter (SE 1/4) of Section Thirty-Two (32), Township Forty (40) North, Range Thirteen (13), East of the Third Principal Meridian, according to the plat thereof recorded June 22, 1922, in book 172 of plats, Page 11, as document No. 7549588.

90412119

PERMANENT REAL ESTATE INDEX NUMBER: 13-32-405-000

ADDRESS OF PREMISES: 1743 N. Austin

PREPARED BY: Harvey Johnson
5030 W. Lawrence
Chicago, IL, 60630

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which, with the property hereinafter described, is referred to herein as the "premises," TOGETHER with all improvements, tenements, easements, fixtures, and appurtenances thereto belonging, 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 parity with said real estate and not secondarily) and all apparatus, equipment or articles now or hereafter therein and thereon used to supply heat, gas, air conditioning, water, light, power, refrigeration (whether single units or centrally controlled), and ventilation, including (without restricting the foregoing), screens, window shades, storm doors and windows, floor coverings, awnings, stoves and water heaters. All of the foregoing are declared to be a part of said real estate whether physically attached thereto 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 estate.

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 under and by virtue of the Homestead Exemption Laws of the State of Illinois, which said rights and benefits the Mortgagors do hereby expressly release and waive.

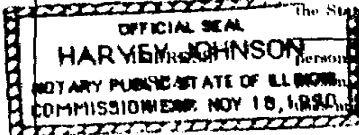
This mortgage consists of two pages. The covenants, conditions and provisions appearing on page 2 (the reverse side of this mortgage) are incorporated herein by reference and are a part hereof and shall be binding on Mortgagors, their heirs, successors and assigns.

Witness the hand . . . and seal . . . of Mortgagors the day and year first above written.

X Florence E. Smith (Seal) X Eleanor Cywin (Seal)
 Florence E. Smith Eleanor Cywin

PLEASE
 PRINT OR
 TYPE NAME(S)
 BELOW
 SIGNATURE(S)

State of Illinois, County of Cook I, the undersigned, a Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY that Florence E. Smith & Eleanor Cywin



personally known to me to be the same person as whose name as subscribed to the foregoing instrument, appeared before me this day in and acknowledged that I signed, sealed and delivered the said instrument as free free and voluntary act, for the purposes therein set forth, including the release and waiver of the right of homestead

Given under my hand and official seal, this 8th day of June 1990
 Commission expires November 8 1990 Harvey Johnson Notary Public

UNOFFICIAL COPY

ADDITIONAL CONVENANTS, CONDITIONS AND PROVISIONS REFERRED TO ON THE REVERSE SIDE OF THIS MORTGAGE AND INCORPORATED THEREIN 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 destroyed; (2) keep said premises in good condition and repair, without waste, and free from mechanics' or other liens or claims for lien not approved and approved by 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 receipt of satisfactory evidence of the discharge of such prior lien to Mortgagee or to holder of the contract; (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 ordinances.

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 or to holder of the contract 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 Mortgagee or holder of the contract contests.

3. Mortgagors shall keep all buildings and improvements now and 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 the full indebtedness secured hereby, all in companies satisfactory to the holders of the contract, under insurance policies payable in full to the Mortgagee or to Mortgagees, such rights to be evidenced by the standard mortgage clause to be attached in each policy, and shall deliver all policies including additional and renewal policies to holder of the contract and in case of insurance about to expire, shall deliver renewal policies not less than ten days prior to the expiration of the 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 heretofore 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 other mortgages, if any, and purchase, discharge, compromise or settle any tax lien or other prior lien on title or claim thereon, or redeem from any tax sale or forfeiture, affecting said premises or contest any tax or assessment. All moneys paid for any of these purposes herein authorized and all expenses paid or incurred in connection therewith, including attorneys' fees, and any other moneys advanced by Mortgagee or the holder 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 payable without notice. Inaction of Mortgagee or holder of the contract shall never be considered as a waiver of any right accruing to them on account of any default hereunder on the part of the Mortgagors.

5. The Mortgagee or the holder of the contract hereby secured making any payment hereby authorized relating to taxes and 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.

6. Mortgagors shall pay each item of indebtedness 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 notwithstanding anything in the contract or in this Mortgage to the contrary, become due and payable (a) in the case of default in making payment of any installment on the contract which default shall continue for 30 days, or (b) when default shall occur and continue for three days in the performance of any other agreement of the Mortgagors herein contained.

7. 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 by or on behalf of Mortgagee or holder of the contract for attorneys' fees, appraiser's fees, costs for documentary and court costs, 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 documents of title, title searches and examinations, guarantee policies, Torrens certificates and similar data and assurances with respect to the premises and the lien hereof. The contract may deem to be reasonably necessary either to prosecute such suit or to evidence to holders of any such other mortgages or liens on the premises the 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, when paid or incurred by Mortgagee or holder of the contract in connection with (a) proceedings including probate and bankruptcy proceedings, to which either of them shall be a party, either as plaintiff, claimant or defendant, by reason of the indebtedness hereby secured; or (b) preparations for the commencement of any suit for the foreclosure hereof after accrual of such right to foreclose whether or not actually commenced or (c) preparations for the defense of any threatened suit or proceeding which might affect the premises or the security hereof whether or not actually commenced.

8. 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 taxes and expenses incident to the foreclosure proceedings, including all such items as are mentioned in the preceding paragraph hereof, second, all other liens which under the terms hereof constitute secured indebtedness additional to that evidenced by the contract and all other indebtedness, if any, remaining unpaid on the contract, fourth, any overplus to Mortgagors, their heirs, 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 such appointment, and receiver and without regard to the then value of the premises or whether the same shall be then occupied, tenanted 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 full statutory period of redemption, whether there be redemption or not, as well as during any further time 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.

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 interposing 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 thereto 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.

ASSIGNMENT

FOR VALUABLE CONSIDERATION, Mortgagee hereby sells, assigns and transfers the within mortgage to _____

Date _____ Mortgagee _____

By _____

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V
E
R
Y
INSTRUCTIONS

mail to:
SMITH ROTHCHILD FINANCIAL CORP.
221 N. LaSALLE ST., SUITE 1300
CHICAGO, ILLINOIS 60601

FOR RECORDERS INDEX PURPOSES INSERT STREET ADDRESS OF ABOVE DESCRIBED PROPERTY HERE

This Instrument Was Prepared By

(Name)

(Address)

90412119