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| THIS INDENTURE. | | tween |
| WILLIE | SNIPES, UNMARRIED | |
| | | DEPT-01 RECORDING |
| | VILCOX CHICAGO IL 60624 AND STREET) (CITY) (STATE s "Morigagors," and | T#8888 TRAN 7351 11/19/98 11:08 |
| | OME IMP. CORP. | COOK COUNTY RECORDER |
| | ELSTON AVENUE CHICAGO IL 60630 AND STREET) (CITY) (STATE | Above Space For Recorder's Use Only |
| | a "Mortgagee. " witnesseth | |
| JULY 5 | S the Mortgagors are justly indebted to the Mortgagee upor | • |
| | I'NE THOUSAND SIX HUNDRED AND 40/100 | * * * * * * * * * * * * * * * * * DOUARS |
| 29,600.4 | | d to the Morigagee. In and by which contract the Morigagors promise |
| | | each beginning AIC 7 1990 |
| , | inal instrument of | payable on You 2000 |
| | | ders of the contract may, from time to time, in writing appoint, and in |
| UNION MO | | MBARD IL |
| NOW THEREFO | RE, the Mortgagora to secure the payment of the said sum | in accordance with the terms, provisions and limitations of this ed. by the Morigagors to be performed, do by these presents CONVEY |
| ND WARRANT unto | the Mortgagee, and the Mortt ages's successors and assigns, (| the following described Real Estate and all of their estate, right, title TY OF CHICAGO |
| nd interest therein. COOK | situate, lying and being in the | COUNTY OF |
| | ANI STATE OF ILLINOIS | to wit: |
| | <u></u> | 1 |
| | 0/ | |
| EAST 1/4 O | N BLOCK 5 IN WILLIAM M DERLY'S SUBDIV F THE NORTHEAST & OF SECTION 1, 10WNS THE THIRD PRINCIPAL MERIDIAN, IN COOK | SHIP 39 NORTH, RANGE 13 |
| | | |
| PIN #10- | 15-211-015 | 96563919 |
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Form # 12101

ADDITIONAL CONVENANTS. CONDITIONS AND PROVISIONS REFERRED TO ON THE REVERSE SIDE OF THIS MORTGAGE AND ENCORPORATED 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 be destroyed; [2] keep said premises in good condition and repair, without waste, and free from mechanics or other liens or claims for iten 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 Mortgage; or to holder of the contract, else 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 ordinances. 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 Mongagee or to holders of the contract duplicate receipts therefor. To prevent default hereunder Mortgagors shall pay in full under protest, in the manner provides by statute, any tax or assessment which Mortgagors may desire to contest.
- 3. Mortagors 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 in 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 Morigage, such rights to be evidenced by the standard morigage clause to be attended to 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 (en 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 Mortgagora in any form and manner deemed expedient, and may, but need not make full or partial payments of principal or interest or prior encumbrances, if any, if a purchase, discharge, compromise or settle any tax fien or other prior lies or title or claim thereof or redeem from any tax sale or forfeiture, and ting 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 Mortgager or the holders of the contract to protect the rootgaged premises and the lies hereof, shall be so much additional indebtedness secured hereby and shall become immediately due and payale without notice. Inaction of Mortgagee or holders 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.
- B. The Mortgagee or the holds. A Che contract hereby secured making any payment hereby authorized relating to taxes and assessments may do so according to any bill statement of the procured from the appropriate public office without inquiry into the accuracy of such bill, statement or estimate or into the validity of any 10 a secessment, sale, forfeiture, tax lien or title or claim thereof.
- 6. Morigagors 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 Mortgagers, all unpaid indebtedness secured by the Mortgage shall, notwithstanding anything in the contract or in this Mortgage to the contrary, become due and a sable is immediately in the case of default in making payment of any instalment on the contract, or (b) when default shall occur and continue for the end any other agreement of the Mortgagors herein contained.
- 7. When the indebtedness hereby secured shall be one due whether by acceleration or otherwise. Mortgages shall have the right to foreclose the lien hereof. In any suit to foreclose the lien hereof, their 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 Mortgages or holder of the contract for attorneys fees, appraiser's fees, outlays for documentary and expent evidence, stengraph or harges, publication costs and costs which may be estimated as to terms to be expended after entry of the decree of procuring all such abstracts of the searches and examinations, guarantee policies. Torrens certificates and similar data and assurances with respect to title as Mortgages or holder to be expended or evidence to bidders at any sale which may be had pursuant to such decree the true condition of the trile to or the value of the premises. All expenditures and expenses of the nature in this paragraph mentioned shall be some so much additional indebtedness secured hereby and immediately due and payable, when paid or incurred by Mortgages or holder of the contraction with (all any proceeding, including probate and bankruptcy proceedings to which either of them shall be a parity, either as plaintiff. Call mant or defendant, by reason of this Mortgage or any indebtedness hereby secured; or by preparations for the commencement of any suit for the invectoring which might allow the premises or the security secured.
 - 8. The Braceris 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 experises incidently the foreclosure proceedings, including all such items an are mentioned in the preceding paragraph hereof, second, all other items which under the terms hereof constitute secured indebtedness additions' to that evidenced by the contract, third, all other indebtedness. 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 application for such receiver and without regard to the then value of the premises or whether was same shall be then occupied as a homestead or not and the Mortgagors become shall have power of 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 fulls abutory period of redemption, whether there be redemption or not, as well as during any further times when Mortgagors, except for the intervention of so, in 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 publication, 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 is origage 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 acces at hereto shall be permitted for that purpose.

| 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 | | | | | | | |
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| FOR VALUAB | LE CONSIDERATION, Mortgag | re hereby sells, assigns and tr | naters the within mortgage to | | | | |
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| | L I | | DALLAS, TEXAS 75251-5929 214/880-3134 |
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INSERT STREET ADDRESS OF AWAY DESCRIBED PROPERTY HEIO:

4023 W WILCOX

CHICAGO IL 60624

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INSTRUCTIONS

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