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November 17, 14.90 . hetween THIS INDENTURE made Michael Miller and Marita Powell,

his wife

6843 N. Knox Ave., Lincolnwood, Illinois NO AND STREET herein referred to as Mortgagors and Kenneth Powell

1416 N. La Brea, Hollywood, CA NO AND STREET 90028 STATE 90577628

120,28

Above Space For Recorder of SciUnix

herein referred to as. Mortgagee ... estnesseth

and an it such principles and interest are made presented in seathing agency. If the halance due on the 15th day of JULY and a litual principle and interest are made presented in such place of the holders. The new from time to time, in writing appoint, and in absence discharge principles and the order of the Mortgages at the above address.

NOW THEREFORE the Mortage of securety equipment of the said principal sum of money and said interest in accordance with the terms provided and intitutives of this mortgage and the seriorment. The inventes and agreements necessively entering the Mortgage of the performed and also in consideration of the sum of One Docard hard and the receipt wherevers better acknowledged, do by these presents CONVEY AND WARRANT unto the Mortgage explanation of the and heary in the Village of Lincolnwood COUNTY OF Cook AND STATE OF RELINOIS, to as:

LOT 29 IN LINCOLNWOOD ESTATES. A SUBDIVISION OF LOTS 19 AND 22 AND THAT PART OF LOTS 18 AND 23, LYING WEST OF THE RIGHT OF WAY OF THE CHICAGO MORTHERN RAILWAY COMPANY IN CLARK'S SUBDIVISION OF THE EAST \$ OF THE NORTH WEST & AND THE SOUTH WEST & OF THE NORTH WEST & OF SECTION 34, TOWNSHIP 41 NORTH, (ANCE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

which, with the property bereinatter described, is reterred to herein as the optember

90577628

Permanent Real Estate Index Numberts, 10-34-118-003-0000

6843 N. Knox Ave., Lincolnwood, Llinois Vadre wew of Real Estate

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TO HAVE AND IT HOLD TO LEAD TO A Moregae of a the Moregaes is uncessors and assigns to tever to the purposes in diagnostic uses and the first of the purposes in diagnostic uses a first of the first of

Property of the Michael Miller and Marita Powell, his wife

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

Without the bound of series of the high pages together and sear this above within the first of the first of the search.

Michael Filler

Moute Toncel Marita Powell

PLEA : PRINT JA TYPE NAME S

92.55.39

BELOW SIGNATURE S

See

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Cook State of Romas County 1

If the undersigned a Notary Public is and this said counts

Without Buller and Marita

Powell , his wife

personally known to me to be the same person Sollike of a land. So are subscribed to the totelong distrument

appeared before me this day in person, and acknowledge tithan 15 in 6.7, signed, sealed and delivered the said instrument as

their three and adduntars act, for the uses and purposes therein set forth, including the tolease, ad-waiser of the ing the same of th

The property of the state of the MCP-11434 MONTH PRANTED jak ass

November .1.45 ...1 ...

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Marshall D. Krolick, 225 W. Washington, Chicago, IL Chicago

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60606 .z⊕ccc€:

- I Mortgagors shall (1) promptly repair, restore or rebuild any buildings or improvements now or hereafter on the premies which may become damaged or be destroyed, (2) keep said premises in good condition and repair, without waste, and free from mechanicly 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 sisch protein to the Mortgaget; (4) complete within a reasonable time any building or buildings now or at any time in process of erection, por said premises. (5) comply with all requirements of law or municipal ordinances with respect to the premises and the use thereof. It 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 Mortgagor chaptered receipts therefor. To prevent default hereunder Mortgagors shall pay in full under protest, in the manner provided by statute, and tax or assessment which Mortgagors may desire to contest.
- 3. In the event of the enactment after this date of any law of Illinois deducting from the value of land for the purpose of taxeror any lien thereon, or imposing upon the Mortgagee the payment of the whole or any part of the taxes or assessments or charges or here herein required to be paid by Mortgagors, or changing in any way the laws relating to the taxation of mortgage or debts secured by mort lages or the mortgagee'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 reminuse the Mortgagee therefor; provided, however, that if in the opinion of counsel for the Mortgagee (a) it might be unliabled 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 Mortgagee 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 tax. The Mortgagors further covenant to hold harmless and agree to indemnify the Mortgagoe, and the Mortgagoe's successors or assigns, against any liability incurred by reason of the imposition of any tax on the issuance of the note secured hereby.
- 5. At such time us the Mortgagors are not in default either under the terms of the note secured hereby or under the terms of this mortgage, the Mortgagory 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 long all buildings and improvements now or hereafter situated on said premises insured against loss or damage by fire, lightning and wind orn, under policies providing for payment by the insurance companies of moneys sufficient either to pay the cost of replacing or replacing or tenanting it same or to pay in full the indebtedness secured hereby, all in companies satisfactors to the Mortgager, under insurance policies payable, it was of loss or damage, to Mortgager, such rights to be evidenced by the standard mortgage classe to be attached to each policy, and sor it diver all policies, including additional and renewal policies, to the Mortgager, and in case of insurance about to expire, shall deliver trackal policies not less than ten days prior to the respective dates of expiration.
- 7. In case of default therein, Mo gagee may, but need not, make any payment or perform any act hereinbefore required of Morrgagors 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 tax lien or other prior lien or title or claim thereof, or redeem from any tax sale or forfeiture affecting said premise, or contest any tax or assessment. All moneys paid for any of the purposes herein authorized and all expenses paid or incurred in conaction, therewish, including attorneys, fees, and any other moneys advanced by Mortgaltee to protect the mortgaged premises and the lien hereof, shill 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 Illinois law. Inaction of Mortgagee shall never be considered as a waiver of any right accruing to the Mortgagee on account of any default hereunder on the part of the Mortgagors.
- 8. The Mortgagee making any payment hereby with wized 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 the or claim thereof.
- 9. Mortgagors shall pay each item of indebtedness bettin multioned, both principal and interest, when due according to the erms hereof. At the option of the Mortgage and without notice to Mortgi gors, all unpaid indebtedness secured by this mortgage shall, notwith-standing 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 agreement of the Mortgagors herein contain d.
- 10. When the indebtedness hereby secured shall become due whe her by acceleration or otherwise. Mortgagee shall nave 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 a on hehalf of Mortgagee for attorneys' fees, appra ser's fees, outlays for documentary and expert evidence, stengraphers' charges, rub ication costs and costs (which may be estimated as to items to be expended after entry of the decree) of procuring all such abstracts of title, title searches, and examinations, title insurance policies, Torrens certificates, and similar data and assurances with respect to tale as Mortgagee may deem to be reasonably necessary either to prosecute such suit or to evidence to bidders at any sale which may be had pur uant 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 [aragianh mentioned shall become so much additional indebtedness secured hereby and immediately due and payable, with interest thereon as the highest rate now permitted by Illinois law, when paid or incurred by Mortgagee in connection with (a) any proceeding, including probate 7 to 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 sw n y ght to foreclose whether or not actually secured, or (c) preparations for the defense of any actual or threatened suit or proceeding 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 order of priority: First on account of all costs and expenses incident to the foreclosure proceedings, including all such items as are runtioned in the preceding p. ragraph 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 rote; loveth, any overplus to Mirtgagors, 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 and complaint is filed r ay appoint a receiver of said premises. Such appointment may be made either before or after sale, without notice, with at regard to the solve 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 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 cash of a sale and a lefticiency, 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 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 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 pessons 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 o through Mortgagors, and the word "Mortgagors" when used herein shall include all such persons and all persons liable for the paymen 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, or the note secured hereby.