FORM NO. 103 February, 1985 For Use With Not Jorn No. 144 CAL COPY

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- 1. Mortgagors shall (1) promptly repair, restore or rebuild any buildings or interovements now or becenfier on the premises which may become damaged or be destroyed; (2) keep said premises in good condition and report without master and free from mechanic's or other liens or claims for iten not expressly subordinated to the lien thereof; (3) pay when the due my indebtedness which may be secreted by a lien or charge on the premises superiorinto the lien hereof; aid upon request exhibit satisfactors evidence of the discharge of such prior lien to the Mortgagee; (4) complete within a reasonable time any building or buildings now or at any time in pricess 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 situches all general faxes, and shall pay special taxes, special anexaments, water charges, sewer service charges, and other charges against the premises when due, and shall, upon written request, farmish to the Mortgages deplicate receipts therefor. To prevent default hereunder Mortgagors shall pay in full under protest, in the manner provided by statute, any tax or assessment which Murtgagors 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 taxation any lien thereon, or imposing upon the Mortgagee the payment of the whole of 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 hereby 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 Mortgagore, shall pay such laxes or assessments, or reimburse the Mortgagee therefor; provided, however, that if in the opinion of counsel for the Mortgagore (a) it hight be unlawful 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 Mortgagore hay elect, by notice in writing given to the Mortgagora, to declare all of the indebtedness secured hereby to be and become due and payable sixty (60) days from the giving of such notice.
- in respect of the issuance of the note hereby secured, the Mortgagors coverant and agree to pay such tax in the manner required by any such law. The Mortgagors further covenant to hold harmless and agree to indemnify the Mortgagors, and the Mortgagors 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 of the Mortgagors was a first transfer or the Mortgagors and the Mortgagors or assigns, and the Mortgagors are the Mortgagors and the Mortgagors are the Mortgagors or assigns, and the Mortgagors are the Mortgagors are the Mortgagors and the Mortgagors are the Mortgagors or assigns, and the Mortgagors are the Mortgagors
- 5. At such time at the Mortgagors 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 making prepayments on the principal of said note (in addition to the required payments) as may be provided in said note.
- 6. Mortgagors shall keep all buildings and improvements now or hereafter situated on said premises in used against loss or damage by fire, lightning and windstorts under policies providing for payment by the insurance companies of moreys 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 Mortgagoe, under insurance policies payable, in case of loss or damage, to Mortgagee, such rights to be evidenced by the standard mortgage clause to the 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, shall deliver rane al policies not less than ten days prior to the respective dates of expiration.
- 7. In case of default therein. Mortgages may, but need not, make any payment or perform any act increinbefore required of Mortgagors in any form and manner deemed experient, and may, but need not, make full or nartial payments of principal or interest on prior encumbrances, if any, and purchase, discharge, co-apomise or settle any tax lien or other prior lien or title or claim thereof, or redeem from any tax sale or forfeiture affecting said premiser of contest any tax or assessment. At moneys paid for any of the purposes herein authorized and all expenses paid or incurred in connection therewith, including attorneys fees, and any other moneys advanced by Mortgagee typerotect the mortgaged premises and the lien hereof, class be so much additional indebtedness secured hereby and shall become immediately due and payable without notice and with interest therein at the highest rate now permitted by Blinois 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 suth prized relating to taxes or assessments, may do no according to any bits, 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 have a mentioned, both principal and interest, when due according to the terms hereof. At the option of the Mortgagee and without notice to Mortgagors, all unpaid indebtedness secured by 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 agreement of the Mortgagors herein contained.
- 10. 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 only 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 for attorneys' fees, appraiser's fees, outlays for documentary and expert evidence, sten graphers' charges, profication cells and costs (which may be estimated as to items to be expended after entry of the decree) of procuring all such abstracts or title searches, and examinations, title insurance policies, Torrens certificates, and similar data and assurances with respect to the assurance and examination of the title either to prosecute such suit or to evidence to bidders at any sale which may be had assurant 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 arrag aph mentioned shall become so much additional indebtedness secured hereby and immediately due and payable, with interest thereon at the highest rate now permitted by Illinois law, when paid or incurred by Mortgagee in connection with (a) any proceeding, including probate and bankruptcy proceedings, to which the Mortgage 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 bereaf after secrual of such right of foreclosure the remises or the security hereof.
- 11. The proceeds of any foreclosure sale of the premises shall be distributed and applied in the following order of privity: First, on account of all costs and expenses incident to the fereclosure proceedings, including all such items are mentioned in the preceding paragraph 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 note; fourth, any overplus to Mortgagors, 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 such complaint a receiver of said premises. Such appointment may be made either before or after sale, without notice, without regard to the then value of the premise or insolvency of Mortgagors at the time of application for such receiver and without regard to the then value of the premise of the same shall be then occupied as a homestead or not, and the Mortgager may be appointed as such receiver. Such receiver shall have the same shall be then occupied as a homestead or not, and the Mortgager may be appointed as such receiver, shall have the same shall be then occupied of redemption, whether there be redemption or not, as well as during any further shall have Mortgagors, except for the intervention of such receiver, would be entitled to collect such rents, issues and profits, and all their powers Mortgagors, except for the intervention of such receiver, would be entitled to collect such rents, issues and profits, and all their powers which may be necessary or are usual in such cases for the protection, possession, control, management and operation of the remises during the whole of said period. The Court from time to time may authorize the receiver to apply the net income in his hands ir playment in whole or in part of: (1) The indebtedness secured hereby, or by any decree foreclosing this mortgage, or any tax, special a sessment 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.
- 13. No action for the enforcement of the lien or of any provision hereof shall be subject to any defense which would 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 inachtedness or any part thereof be extended or varied or if any part of the securation be released, all persons now or at any time benefiter liable therefor, or interested in said premises, shall be held to assent to such the consistent of the securation of 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 previsions hereof, shall extend to and be binding upon Mortgagors and all persons claiming under or through Mortgagors, and the word "Mortgagors" 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 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 lime of the note secured hereby.