MORTICAGE NUMBER STATE OF A STATE

THIS INDENTURE,		i i		
	NOVEMBER 30,	90 between	90608 711	
arrie e e	mace	200111		
	EVES JR., A BACHELOR, WILL	LIF. B. REEVES,A		
	ELMA JACKSON, A WIDON			
OF 808 S. 18	IH STREET, SPRINGPIELD, I	LLINOIS 62702		
(NO. AND " ze de brond so es	STREET) Montgagon, and FLEET FINANCE	, INC.	. DEPT-01 RECORDING . T#4444 TRAP 7080 12/14/90 1	514.1 001100
			. #3339 ± D ★-90-608	
925 W. 175th	ST., HOMEWOOD, ILLINOIS	60430	- COOK COUNTY RECORDER	
(NO. AND		(STATE)	Now Come Con December How Code	
ereia referred to as "?	Mortgagoe," witnesseth:	Į.	Above Space For Recorder's Use Only	
THAT WHERE FORTY THOUSA	EAS the Managagors are justly indebted a ND, S.X HUNDRED EIGHTY T		allocan note of even date herewith in the principal sum of	
40,682.81**	*****). Syable to the order of and delin	vered to the Mongagee, in and I	by which note the Montgagors promise to pay the said principal fathe balance due on the THE day of DECERBER.	
9 <u>92and all of u</u>	ente and is mitallments as provided in sa id principal and merest are made payable a hen at the office of the Mortgages at 92	s such place as the holders of the	note may, from time to time, in writing appoint, and in absence	
mitations of this mort, I the sum of One Doil	gage, and the performance of the covenants ar in hand paid, the receipt fueroof is here! and assigns, the following described Real	and agreements herein contained by acknowledged, do by these pro I Estate and all of their estate, in	ney and said interest in accordance with the terms, provisions and it, by the Montgagors to be performed, and also in consideration escent CONVEY AND WARRANT muo the Montgagee, and the right, talle and interest therein, situate, lying and being in the	
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WEST 1/4 OF	46 IN BLOCK 31 IN SHELLO SECTION 21, TOWNSHIP 37 RIDIAN, IN COOK COUNTY,	DOMH, RANGE 14, B	AST OF THE THIRD	
		0/	90s087 <u>1</u>	1.4
	BER: 25-21-130-001 (LOT 4		2(LOT 45) 60629	
COMMONITA KWO	WN AS: 11401 S. NORMAL,	CHICAGO, MARINOIS	00020	
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THE COVENANTS, CONDITIONS AND PROVISIONS REFERRED TO ON PAGE 1 (THE REVERSE SIDE OF THIS MORTGAGE):

- 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) freep 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 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 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 Mortgagore deplicate receipts therefor. To prevent default hereunder Mortgagore shall pay in full under protest, in the manner provided by statute, any tax or assessment which Mortgagore may desire to consest.
- 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 Mortgages the payment of the whole or any part of the taxes or assessments or charges or liens herein required to be paid by Mortgagots, or changing in any way the laws relating to the taxation of mortgages or debts secured by mortgages or the mortgages in the imposition of taxes or assessments, or reimburse the Mortgages with the holder thereof, then and in any such event, the Mortgagots; upon demand by the Mortgages, shall pay such taxes or assessments, or reimburse the Mortgage therefor; provided, however, that if in the opinion of counsel for the Mortgage (a) it might be unlawful to require Mortgagots 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 Mortgage 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 Mortgagee, and the Mortgagee'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 as 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 unking prepayments on the principal of said note (in addition to the required payments) as may be provided in said note.
- 6. Mortgagors shall he open desidings and improvements now or hereafter situated on said premises insured against loss or damage by fire, lightning and windstorm under policies providing for a wiment 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 bereby, as in a companies satisfactory to the Mortgagee, under insurance policies psyable, in case of loss or damage, to Mortgagee, such rights to be evidenced by the standard more of clause 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, shall deliver renewal policies not less than ten days prior to the respective dates of expiration.
- 7. In case of default therein, Morty (cc.) my, but need not, make any psyment or perform any set hereinbefore required of Mortgagors in any form and manner deemed expedient, and may, but need not, make any psyments of principal or interest on prior encumbrances, if any, and purchase, discharge, compromise or settle any tax lien or other prior lien or title c. claim thereof or redeem from any tax sale or forfeiture affecting said premises or contest any tax or assessment. All monless paid for any of the purposes herein authorized and all expenses paid or incurred in connection therewith, including attorney's foet, and any other monsies advanced by Mortgagoe to protect the mortgagod premises conditional indebtodness accured hereby and shall become immediately due and psyable without rotice and with interest thereof at the higher of the annual percentage rate disclosed on the present note or the highest rate allowed by law. Inaction of Mortgagoe shall never be considered as a waiver of any right accruing to the Mortgagoe on account of any default hereunder on the part of the Mortgagors.
- 8. The Mortgagee making any psyment hereby authori ed 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 arc.) bill, statement or estimate or into the validity of any tax, assessment, sale, forfeiture, tax lieu or title or claim thereof.
- 9. Mortgagors shall pay each item of indebtedness herein men low d. 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 naking asymmet 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 vectoration or otherwise, Mortgagee shall have the right to foreclose the lien hereof, there shall be allowed and included as adder on 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, ~ b is documentary and expent evidence, stenographers' charges, publication costs and costs (which may be estimated as to items to be expended after entry of the deter in of procuring all such abstracts of title, title searches, and examinations, title insurance policies. Foreas certificates, and similar data and assurances with respect having is Mortgagee may deem to be reasonably necessary either to prosecute such soit or to evidence to bidders at any sale which may be had pursuant to such decree the trier, indition 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 indebt do as secured hereby and immediately due and payable, with interest thereon at the higher of the annual percentage rate disclosed on the present note or the highest rousewood by law, when paid or incurred by Mortgagee in connection with (a) any proceeding, including foreclosure by a senior or junior mortgage, probate and bankruptcy area edings, to which the Mortgagee shall be a party, either as plaintiff, chimant or defendant, by reason of this mortgage or any indebtedness hereby secured; or (b) a reparations of the commencement of any soit for the foreclosure 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 order a principly: first, on account of all costs and expenses incident to the foreclosure proceedings, including all such items as are mentioned in the preceding paragraph here a period, 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 inreclose this mortgage the cours in which such complaint is used in proposite 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 M regag its 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 as 10°. Mortgager may be appointed as such receiver, Such receiver shall have power to collect the rens, issues and profits of said premises during the pendency of such k eclosure 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 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 the to time may authorize the receiver to apply the set income in his lands in payment in whole or in part of: (1) the indebtedness secured bereby, or by any decree for the 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 incide 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 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 shall continue in full force the right of recourse against all such persons being expressly reserved by the Montgagee, notwithstanding such extension, variation or release.
- 17. Mortgaget 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 Mortgaget for the execution of such release.
- 18. This mortgage and all provisions hereof, shall extend to and be binding upon Mortgagors and all persons elaiming under or through Mortgagors, and the ward "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 time, of the note secured hereby.

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STATE OF ILLINOIS))55 COUNTY OF

i, the undersigned, a Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY that Willie E. Reeves, Jr. personally known to me to be the person whose name is subscribed to the attached mortgage, appeared before me this day in person, and acknowledged that he signed, sealed and delivered the mortgage as his free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

THE HAND

COOK

COUNTY CLOTH'S OFFICE

90605711 GIVEN UNDER LY HAND AND OFFICIAL SEAL. THIS 4H day of Neverture. 1990.

NOTARY PUBLIC, STATE OF BLUNOIS

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MEYER MILLS TO COOK COUNTY CLERK'S OFFICE Liverian;