UNOFFICIAL COPY

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9062738

ILLINOIS Form # 12101

HY COMMISSION EXP. DEC. 16,1992

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 herrafter on the premises which may become damaged or be destroyed; (2) keep 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 hereof. (3) pay when due any indebtedness which may be secured by a lien or charge on the premises superior liet lien hereof and upon request exhibit satisfactory evidence of the discharge of such prior lien to Mortgagee or in bolder of the contract. (4) 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 ordinance.

2. Mortgagors shall pay before any penalty attaches all general taxes and shall pay special taxes, special assessment's water charges, sewer service charges, and other charges against the premises when due, and shall upon written request, furnish to Martgager or to holders of the contract duplicate receipts therefor. To prevent default hereunder Mortgagors shall pay in full under project, in the manner provided by statute, any lax or assessment. which Mortgagors may desire to contest.

3. Morigagors 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 Morigagee, such rights to be evidenced by the standard morigage clause to be attached 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 ten 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 Mortgagors 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, it is paid principal, or interest, on prior less or forfeiture. After the tenth of the said premises or contest any tax or assessment. All moneys paid for any of these purposes herein authorized and all expenses paid or interest in connection therewith, including autorneys' fees, and any other moneys advanced by Mortgagee or the holders 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 payab at without notice. Inaction of Mortgagee or holders of the contract shall never be considered as a waiver of any right according to them on account if any default hereunder on the part of the Mortgagors.

5. The Mongagee or the bulk's of the contract hereby secured making any payment hereby authorized relating to taxes unit assessments, may do so according to any bith statement of as imate procured from the appropriate public office without inquiry into the accuracy of such bill, statement or estimate or into the validity of any 10% assessment, sale, forfeiture, tax ifen or title or claim thereof.

6. Mortgagors shall pay each item of it debtedness herein mentioned, when due according to the terms hereof. At the option of the holder of the contract, and without notice to the Mortgage shall, notwithstanding anything in the contract or in this Mortgage to the contract, become due and _____able(a) 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 engagers in the performance of any other agreement of the Mortgagors herein contained.

7. When the indebtedness hereby secured shall be one due whether by accremation 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 included by or on behalf of Mortgages or holder of the contract for attorneys' fees, appraiser's fees, outlays for documentary and expert evidence, stenograph is 'tharges, publication costs and costs (which may be estimated as to items to be expended after entry of the decree of procuring all such abstracts of the 'title searches and examinations, guarantee policies. Torrens certificates and similar data and assurances with respect to title as Mortgages or hold in the 'title searches and examinations, guarantee policies. Torrens certificates and similar data and assurances with respect to hille as Mortgages or hold in the 'title searches and examinations, guarantee policies. Torrens certificates and similar data and assurances with respect to hille as Mortgages or hold in the 'title searches and examinations, guarantee policies. Torrens certificates and similar data and assurances with respect to title as Mortgages or head present or the reasonably necessary either to prosecute such suit or to evidence to bidders at any sale which pay all which may be had pursuant to a very the remaining of the nature in this paragraph mentioned shall be one so much additional indebtedness secured hereby and immediately due and payable, when paid or incurred by Mortgages or holder of the contract in connection with (a) any proceeding, including probate and hankruptcy proceedings, to which either of them shall be a party, either as plainfulff clait and or defendant, by reason of this Mortgage or any indebtedness hereby secured; or by preparations for the defense of any threatened suit or proceeding which might affect the premises or the security hereof whether or not actually commenced. not actually commenced.

8. The proceeds of any foreclosure sale of the premises shall be distributed in applied in the following order of priority: First, on account of all costs and expenses incident to the foreclosure proceedings, including all such it. me as are mentioned in the preceding paragraph hereof, account, all wher items which under the terms hereof constitute secured indebtedness additional to that evidenced by the contract: (hird; all other indebtedness, if any, remaining anaptic on the contract: fourth, any overplus to Mortgagors, their Lers, legal representatives or assigns as their rights may appear.

10. No action for the enforcement of the iten or any provision hereof shall be subject to any defense which would no 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 the reto 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.

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STREET

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UNION MORTGAGE COMPANY, INC. P. O. BOX 515929

DALLAS, TEXAS 75251-5929 214/680-3134

OR

11557 S. PERRY CHICAGO ILLINOIS

DELPHINE COLLIER

This Instrument Was Prepared 68

22ND ST. LOMBARD, IL. 60148

10 E.

INSTRUCTIONS