MORTG AGE (I LINO S) FOR USE With Note Form No. 1447

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	ect thereto, including any warranty of merchantability or fitness for a particular purpose.	
		90628002
	made May 15, 19 90 , between	5002002
Charles W	d, Gerstner and Maribel V, Gerstner,	
	wife	
8817 N. N. N. NO ANI	Menard Avenue Morton Grove, IL 60053 DSTREET) (GITY) (STATE) Mortgagors, and Betty W. Gerstner and	DEFT-01 RECORDING \$13 T#2222 TRAN 1843 12/28/90 11:59:0
		#5271 # 15 ×90-628002
	Gerstner Agatite Avenue Chicago, IL 60625 DSTREET) (CITY) (STATE)	COOK COUNTY RECORDER
		Above Space For Recorder's Use Only
THAT WHEREA	Mortgagee," witnesseth: AS the Mortgagors are justly indebted to the Mortgagee upon the instance of the instance of the Mortgage upon the instance of the instance of the instance of the insta	tallment note of even date herewith, in the principal sum of
c 27.000.00), payable to the order of and delivered to the Morteagee, in and l	by which note the Mortgagors promise to pay the said principal
) 第某 and all of said n	race e.d. in installments as provided in said note, with a final payment of rincipal for interest are made payable at such place as the holders of the then at the office of the Mortgagee at 2628 W. Agatite A	note may, from time to time, in writing appoint, and in absence
and limitations of this consideration of the sur Mortgagee, and the Mc	ORE, the Morgo 30.8 to secure the payment of the said principal sum of mortgage, and the Artormance of the covenants and agreements hereim of One Dollar it, ha id baid, the receipt whereof is hereby acknowledge ortgagee's successors and assigns, the following described Real Fistate and Lllage of Mortor Grove. COUNTY OF Co.	in contained, by the Mortgagors to be performed, and also in ed, do by these presents CONVEY AND WARRANT unto the dail of their estate, right, title and interest therein, situate, lying
Lot 3	36 (except the South 10 feet) and all of 1	Lot 31 in Bates 2nd L Terminal
	tion A Subdivision of the West 10 acres of	
	ship 41 North, Range 13, also of the East	
	Southeast : of Section 17. Last of the Thi	ird Principal Meridian, in Cook
Count	.y, illinois.	-0002
		90628002
		*.
which, with the proper	ty hereinafter described, is referred to herein as the "premises,"	*
	10 17 429 047 0000 115	
	e Index Number(s): 10-17-428-047-0000-115	
Address(es) of Real Est	tale: 8817 N. Menard Avenue Morton Gro	ove, Illinois 60053
ong and during all such all apparatus, equipmer single units or centrally coverings, inador beds, or not, and it is agreed considered as constitution TO HAVE AND T	a all improvements, tenements, easements, fixtures, and appurtenances the times as Mortgagors may be entitled thereto (which are pledged primarily nt or articles now or hereafter therein or thereon used to supply heat, gas yentrolled), and ventilation, including (without restricting the foregoing awnings, stoves and water heaters. All of the foregoing are declared to be that all similar apparatus, equipment or articles hereafter placed in the ping part of the real estate. TO HOLD the premises unto the Mortgagee, and the Mortgagee's succession all rights and benefits under and by virtue of the Homestead Exempti	y and on a product with said real estate and not secondarily) and so air conditioning, water, light, power, refrigeration (whether 1g), screens, window shades, storm doors and windows, floor be a part of said real a state whether physically attached thereto premises by Mort 2a fors or their successors or assigns shall be assors and assigns, foreyor, for the purposes, and upon the uses
to Mortgagors do here he name of a record or	by expressly release and waive.	
This mortgage con- erein by reference and	sists of two pages. The covenants, conditions and provisions appearing of are a part hereof and shall be binding on Mortgagors, their heirs, success, and seal of Mortgagors the day and year first above written.	on page 2 (the reverse side of this inortgage) are incorporated scors and assigns.
PLEASE	Charles W. Gerstner (Scal)	(Seal)
PRINT OR YPE NAME(S)		90C29002 —
BELOW IGNATURE(S)	Marchel V. Geretner (Scal)	(Seal)
• •	Maribel V. Gerstner	and the first control of the control
tate of Illinois, County	y of <u>Cook</u> ss., in the State aforesaid, DO HEREBY CERTIFY that Charle Gerstner	I, the undersigned, a Notary Public in and for said County es W. Gerstner and Maribel V.
MPRESS SEAL HERE	personally known to me to be the same person <u>S</u> whose name appeared before me this day in person, and acknowledged that	L.hey signed, sealed and delivered the said instrument as
Diven under my hand an Commission expires	October 3 1993	Comber 1990 Renée Cowl Notary Public
his instrument was pre	(NAME AND ADDRESS)	
mil this instrument to	Maribel V. Gerstner 8817 N. Men: (NAME AND ADDRESS)	
TO	Morton Grove, I	11inois 60053
OR RECORDER'S OF	FICE BOX NO	(STATE) (STATE

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) 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 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 the Mortgagee duplicate receipts therefor. To prevent default hereunder Mortgagors shall pay in full under protest, in the manner provided by statute, any 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 taxation any lien thereon, or imposing upon the Mortgagee the payment of the whole or 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 by mortgages or the mortgagees 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 reimburse the Mortgagee therefor; provided, however, that if in the opinion of counsel for the Mortgagee (a) it might be unlawful 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 law. The Mortgagors factor 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 that have such privilege of making prepayments on the principal of said note tin addition to the required payments) as may be provided it raid note.
- 6. Mortgagors shall kere a', buildings and improvements now or hereafter situated on said premises insured against loss or damage by fire, lightning and windstorm and ir 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 Mortgagee, under insurance policies payable, in case of loss or damage, to Mortgagee, such rights to be evidenced by the standard mortgage clause to be attached to each policy, and shall deliver reneval policies, including additional and renewal policies, to the Mortgagee, and in case of insurance about to expire, shall deliver reneval policies not less than ten days prior to the respective dates of expiration.
- 7. In case of default therein, Mortgagee any, but need not, make any payment or perform any act hereinbefore required of Mortgagors in any form and manner deemed expedient, and man, 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 premises or contest any tax or assessment. All moneys paid for any of the purposes herein authorized and all expenses paid or incurred in connectic therewith, including attorneys' fees, and any other moneys advanced by Mortgagee to protect the mortgaged premises and the lien hereof, shall be so much additional indebtedness secured hereby and shall become immediately due and payable without notice and with interest thereof, 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 authorized relating to taxes or assessments, may do so according to any bill, statement or estimate procured from the appropriate public office witner inquiry into the accuracy of such bill, statement or estimate or into the validity of any tax, assessment, sale, forfeiture, tax lien or title or claim thereof.
- 9. Mortgagors shall pay each item of indebtedness herein minitioned, both principal and interest, when due according to the terms hereof. At the option of the Mortgage and without notice to Mortgagors, all unpaid indebtedness secured by this mortgage shall, notwith-standing anything in the note or in this mortgage to the contrary, becorde the and payable (a) immediately in the case of default in making payment of any installment of principal or interest on the note, or (b, warn 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 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 Mortgagee for attorneys' fees, appraiser's fees, outlays for documentary and expert evidence, stenographers' charges, 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 title, title searches, and examinations, title insurance policies. Torrens certificates, and similar data and assurances with respect to title 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 pursuant 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 paragraph mentioned shall become so much additional indebtedness secured hereby and immediately due and payable, with interest thereon at the high strate now permitted by Illinois law, when paid or incurred by Mortgagee in connection with (a) any proceeding, including probate and hark-ruptey proceedings, to which the Mortgagee shall be a party, either as plaintiff, claimant or defendant, by reason of this mortgage of any indebtedness hereby secured; or (b) preparations for the commencement of any suit for the foreclosure hereof after accrual of such right of oreclose whether or not actually commenced; or (c) preparations for the defense of any actual or threatened suit or proceeding 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 of priority: First, on account of all costs and expenses incident to the foreclosure proceedings, including all such items as are n entitled 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; to art, 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 is filed may appoint a receiver of said premises. Such appointment may be made either before or after sale, without notice, without recard 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 the same shall be then occupied as a homestead or not, and the Mortgagee may be appointed as such receiver. Such acceiver shall have power to 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 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 whole or in part of: (1) The indebtedness secured hereby, or by any decree foreclosing this 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 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.

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- 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 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 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 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 time, of the note secured hereby.

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