## MONTH COPY

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CHICAGO, IL.			RRIED)	
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(NO. AND ST 'Mo: as of before a regard	TRUET)	(CITY)	(STATE)	
FLEET FINANC				One man
2311 W. 22ND		POOK IL.	60521	30167C62
(NO. AND ST		(CITY)	(STATE)	Above Space For Recorder's Use Only
verein referred to as "Mo:	rteasee." witnesseth:	•	·	
THAT WHEREAS	S the Mortgagors are			allment note of even date herewith, is the principle sum of
s9433.80	psysble to the	e order of and deliven	red to the Mortgagee, in and by	80/100
sum and interest at the ra	ste and in installments	s as provided in said :	note, with a final payment of	the balance due on the <u>10TH</u> day of <u>APRIL</u> .
995 , and all of said	principal stat interest :	are made payable at at	uch place as the holders of the e	sote may, from time to time, is writing appoint, and in absence. OAK BOROK II., 60521
			-	
mintions of this moving	e, and the performs at	ce of the covenants and	ed agreements herein contained,	ey and said interest in accordance with the terms, provisions and i, by the Mongagore to be performed, and also in consideration
f the sum of One Dollar	in hand paid, the recei	it a whereof is hereby a	acknowledged, do by these pres	SERIES CONVEY AND WARRANT unto the Mortgages, and the
OTTY OF CHIC		ring der bed Real E		ight, title and interest therein, stratte, lying and being in the AND STATE OF ILLINOIS, to wit:
' 11 IN THE	SUBDIVISIO	N OF BIUCK	( 6 IN S.J. WAL	LKER'S SUBDIVISION OF THAT QUARTER OF SECTION 31,
INSHIP 39 NO.	RTH, RANGE	14, EAST	OF THE THIRD P	PRINCIPAL MERIDIAN, AND
THAT PART L	YING SOUTH	OF CANAL	OF THE EAST HA	ALF OF THE NORTH EAST QUARTER
SECTION 36 '	TOWNSHIP 3	9 NORTH, R	CAN'E 13, EAST	OF THE THIRD PRINCIPAL MERIDIA
COOK COUNTY	, ILLINOIS	, •		90167062
MONTY KNOWN	NG. 3324	COTTON DAME	EN CHICAGO, IL.	
			7	. T49999 TRAN 2078 04/12/90 10:38 . 44871 4 G #-90-16708 . COOK COUNTY RECORDER
which, with the property h				C'/
nd during all such times as	s Mortgagors may be es	intitled thereto (which a	are pledged primarily and on a p	to belong a, and all rents, issues and profits thereof for so long parity wis. and all apparatus,
quipment or articles now of	or hereafter therein or	r therea used to supply	y heat, gas, air conditioning, was	Mer, light, pc./er. refrigeration (whether single units or centrally sorm doors and er index.e. floor coverings, mader beds, avaings,
·	All of the foregoing are	e declared to be a part	t of said real estate whether phy	rysically attached there a or not, and it is agreed that all similar
loves and water heaters. A		unto the Mortgagoe, a		assigns shall be comed red as constituting part of the real estate.  and assigns, forever, for the pulposes, and upon the uses herein
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oves and water heaters. A pparatus, equipment or art TO HAVE AND TO et forth, free from all right	ts and benefits under a	und by virtue or the rit		e State of Illinois, which a id rig its and benefits the Mortgagors
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IL-Mtg., Rev. 7/87 Control No. 90714008

# 1405

## **UNOFFICIAL COPY**

## THE COVENANTS, CONDITIONS AND PROVISIONS REFERRED TO ON PAGE 1 (THE REVERSE SIDE OF THIS MORTGAGE):

- Mortgagors shall (i) promptly repair, restore or rebuild any buildings or improvements an nts now or bereafter on the premises which may become de 1. Mortgagors shall (1) promptly repair, resource or resource any souncings or improvements now or increases on the premises waters may success a shall be destroyed; (2) keep said premises in good condition and repair, without waste, and free from mechanic's or other lieus or claims for lieu not enquestly subordinated to the lieu thereof; (3) pay when due any indebtedness which may be accured by a lieu or charge on the premises superior to the lieu hereof, and upon request exhibit satisfactory evidence of the discharge of such prior lieu to the Mortgagee; (4) complete within a reasonable time any buildings now or at any time in process of crection upon said premises; (5) comply with all requirements of law or numberial 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, sower service charges, and other charges against the premises when due, and shall, upon written request, furnish to Mortgagoe 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 Elinois deducting from the value of land for the purpose of taxation any lies thereon, or imposing upon the Mortgages the payment of the whole or any part of the taxes or assessments or charges or liese 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 mortgages's interest in the property, or the manner of collection of taxas, so as to affect this mortgage or the debt secured hereby or the holder thereof, then and in any such exces or assessments, or reimburne the Mortgages therefor; provided, however, that if in the opinion of counsel for the Mortgages (a) it neights be unlawful to require Mortgagors to make saids payment or (b) the making of such payment might result in the imposition of interest beyond the cruzimann amount permitted by law, then and if such event, the Mortgage may elect, by notice in writing given to the Mortgagors, so 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 Mortgagore, and the Mortgagors successors or assigm, against any liability incurred by reason of the imposition of any tax on the issuence of the note y a red hereby.
- 5. At such time as W 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 pairing prepayments on the principal of said note (in addition to the required payments) as may be provided in said note.
- 6. Mortgagors shall kee all buildings and improvements now or bereafter situated on said premises insured against loss or damage by fire, lightning and windstorm under policies providing or repairing 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, r 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 mover of tause to be attached to each policy, and shall deliver all policies, including additional and renoval policies, to the Mortage 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, Mortager very, but need not, make any payment or perform any act hereinbefore required of Mortagers in any form and manner deemed expedient, and may, but need not, x alv. full or partial payments of principal or interest on prior encumbrances, if any, and purchase, discharge, compromise or settle any tax lies or other prior lies or nit or claim thereof or redsem from any tax sale or forfeiture affecting said premises or comment any tax or assessment. All monies paid for any of the purposes herein authorized and all expenses paid or incurred in connection therewith, including attorney's fees and any other monies advanced by Mortgages to protect the mortgaged primite and the lien hereof, shall be so much additional indebtedness secured hereby and shall become immediately due and psyable without notice 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 Mortgages shall never be considered as a waiver of my right accruing to the Mortgages on account of any default hereunder on the part of the Mortgagors.
- 8. The Mortgagee making any psyment hereby authorized 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, sax lien or title or claim thereof.
- 9. Mortgagors shall pay each itera of indebtedness herein me alor of both principal and interest, when due according to the terms hereof. At the option of the Mortgagor and without notice to Mortgagors, all unpuid indebtedness, as used by this mortgage shall, notwithstanding mything 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 agree sen, of the Mortgagors herein contained.
- ess hereby secured shall become due whether by acceleration or otherwise, Mortgages shall have the right to foreclose the lien hereof. In any suit to foreclose the lien hereof, there shall be allowed and included as and included as and included as in the decree for sale all expenditures and expenses which may In any state to preciose the here necros, there shall be anown and inclusion as most only inscrements in the vester not mee an appearance and superior be paid or incurred by or on behalf of Mortgages for attorneys' fees, appraiser's fees, or flys for documentary and expert evidence, stenographers' changes, put costs and costs (which may be estimated as to items to be expended after entry of the (acros) of procuring all such abstracts of title, title searches, and exam title insurance policies, Thream certificates, and similar data and assurances with respect or the property of the processary either to p such such or to evidence to bidders at any sale which may be had pursuant to such decree the trie ondition of the title to or the value of the premises. All expe es, publication and expenses of the nature in this paragraph mentioned shall become so much additional indebted eas 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 rate. Plowed by law, when paid or incurred by Mortgages in connection with (a) any proceeding, including foreclosure by a senior or justior mortgage, probate and bisscruptly exceedings, to which the Mortgages shall be a party, either as plaintiff, claimant or defendant, by reason of this mortgage or any indebtedness hereby secured; or (b) repaintions of the commencement of any suit for the foreclosure ned sust or proceeding hereof after accrual of such right to foreclose whether or not actually commenced; or (c) preparations of the defense of any actual or three 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 (rec) of priority: first, on account of all costs and expenses incident to the foreclosure proceedings, including all such items as are mentioned in the preceding paragraph is real second, all other items which under the terms hereof constitute secured indebtedness additional to that evidenced by the note, with interest thereon as herein provide a 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 a pear
- 12. Upon or at any time after the filing of a complaint to foreclose this mortgage the court in which such complaint is ided may appoint 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 Mortgages 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 lot, at d the Mortgages 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 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 rurri er times when Mortgagors, except for the intervention of such receiver, would be entitled to collect such renta, issues and profits, and all other powers which may be no as my or are usual in such cases for the protection, possession, control, management and operation of the processes during the whole of said period. The Court from a to time may authorize the receiver to apply the net income in his hands is payment in whole or in part of: (1) the indebtedness necessal hereby, or by any decrea fore-losing this mortgage, or y tax, special assessment or other lien which may be or become superior to the lien hereof or of such decree, provided such application if the 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 interposring same in an action at law upon the note hereby encu
  - 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 Mortgagoe such sums as the Mortgagoe may reasonably require for payment of taxes and asset the premises. No such deposit shall bear any interest.
- 16. If the psyment 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 subset therefor, or interested in said premises, shall be held to assert 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. Mortgages 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 Mortgages 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 indebtodness or any part thereof, whether or not such persons shall have executed the note or this mortgage. The word "Mortgagoe" when used herein shall include the successors and assigns of the Mortgagoe named herein and the holder or holders from time to time, of the note secured hereby.