## MONTH COPY

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IL-Mtp., Rev. 7/87 Control No. 90714005 17 8 152 54

THIS INDENTURE, made APRIL 9TH RS 19 90 between ROBERT SMITH, SR AND XESSKEXSMEKE XXEKS XXEKEXXES	. DEPT-01 RECORDING
ANGERE XREGARIES. A. WIDOWER	- 743333 TRAN 4361 04/16/90 12:2 - #8647 ↑ C ★
4733 W. GLADYS CHICAGO ILLINOIS	- COOK COUNTY RECORDER
(NO. AND STREET) (CITY) (STATE)	
herein referred to as "Mortgagors," and	
FLEET FINANCE, INC., A DELAWARE CORP.	00 4000
328 S. GREEN BAY RD., WAUKEGAN, IL 60085	<b>-90 169651</b>
(NO. AND STREET) (CITY) (STATE)	Above Space For Recorder's Use Only
herein referred to as "Mortgagee," witnesseth:	
THAT WHEREAS all Mortgagers are justly indebted to the Mortgages upon the in NINETEEN THE CS/ND ONE HUNDRED AND NO/100XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX	XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX
NOW, THEREPORE, the Mortgago's to accure the payment of the said principal sum of me limitations of this mortgage, and the performs or of the covenants and agreements havein contains of the sum of One Dollar in hand paid, the reself whereof is hereby acknowledged, do by these p Mortgagee's successors and assigns, the following demised Real Estate and all of their estate, CITY OF CHICAGO  COUNTY OF COOK	ed, by the Mortgagors to be performed, and also in consideration resource CONVEY AND WARRANT unto the Mortgages, and the
LOT NUMBERED 38 IN SLOCK NUMBERED IN ADDITION TO CHICAGO, BEING A SUBDIV QUARTER OF THE SOUTHWIST QUARTER OF SECTION 15, TOWNSHIP IN NORTH, RANGE PRINCIPAL MERIDIAN, IN COOK COUNTY, C.K.A.: 4733 WEST GLADYS, C'ICAGO,	TISION OF THE NORTHWEST THE NORTHWEST QUARTER OF THE 13, EAST OF THE THIRD THIS ILLINOIS.
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P.I.N.: 16-15-116-010	2
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## UNOFFICIAL COPY

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

- 1. Mortgagors shall (I) 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 buildings now or set any time in process of exection 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, sower service charges, and other charges against the premises when due, and shall, upon written request, furnish to Mortgagee duplicate receipts therefor. To prevent default becomes 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 enectment after this date of any law of littinois 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 Mortgagers, 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 taxes, so as to affect this mortgage or the debt secured hereby or the holder thereof, then and in any such event, the Mortgagers, upon demand by the Mortgages, shall pay such taxes or assessments, or reimburse the Mortgages therefor, provided, however, that if in the opinion of counsel for the Mortgages (a) it snight be unlawful to require Mortgagers 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 Mortgages may elect, by notice in writing given to the Mortgagors, to declare all of the indebedness 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 Mortgagoe, and the Morgagoe'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 a 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 moking prepayments on the principal of said note (in addition to the required payments) as may be provided in said note.
- 6. Mortgagors shall beer all buildings and improvements now or hereafter situated on said premises insured against loss or damage by fire, lightning and windstorm under policies providing for perment 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 not only produce to be attached to each policies, and shall deliver all policies, including additional and renewal policies, to the Mortgagee, and in case of insurance about to exp re, shall deliver renewal policies not less than ten days prior to the respective dates of expiration.
- 7. In case of default therein, Mortgages any, 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, and purchase, discharge, compromise or settle any tax lien or other prior lies or title? claim thereof or redeem from any tax sale or forfeiture affecting said premises or contest 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 monales advanced by Mortgages to protect the mortgaged premis a red the lien hereof, shall be so much additional indebtedness secured hereby and shall become immediately due and payable without notice and with interest thereof as 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 any right accruing to the Mortgagor on account of any default hereunder on the part of the Mortgagors.
- 8. The Mortgagee making any payment hereby author zed relating to taxes or assessments, may do so according to any bill, statement or estimate procured from the appropriate public office without industy into the accuracy of such bill, statement or estimate or into the validity of any tax, assessment, sale, forfeiture, tax lies or title or claim thereof. 1234/183-2013
- 9. Mortgagors shall pay each item of indebtedness hereis mer don'd, 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. So need by this mortgage shall, notwithstanding anything in the note or in this mortgage to the contrary, become due and psyable (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 agrees on 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 allowed 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 fee, or lays for documentary and expert evidence, steangraphers' charges, publications costs and costs (which may be estimated as to items to be expended after entry of the discretion of the districts of title, title searches, and examinations, title insurance policies. Torrens certificates, and similar data and assurances with respective the as Morgagee may deem to be reasonably necessary either to prosecute such said or in evidence to bidders at any sale which may be had pursuant to such decree the trule 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 industries 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 (at allowed by law, when paid or incurred by Mortgagee in connection with (a) any proceeding, including foreclosure by a senior or junior mortgage, probate and benfurptcy renceedings, to which the Mortgagee shall be a party, either as plaintiff, claimant or defendant, by reason of this mortgage or any indebtedness hereby secured; or (b) repartitions of the commencement of any suit for the foreclosure bereof after a scrual of such right to foreclose whether or not actually commenced; or (c) preparations of the defense of any actual or threatened suit or proceeding which might effect the premises or the security hereof.
- 11. The proceeds of any foreclosure sale of the premises shall be distributed and applied in the following (rect 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 notice of 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. daird, all principal and interest remaining unpaid on the note; fourth, any overplus to Mortgagors, their heirs, legal representatives or assigns, as their rights may at pear
- 12. Upon or at any time after the filing of a complaint to foreclose this mortgage the court in which such complaint it is led 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 Membrooks 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 receiver shall have power to collect the rents, issues and profits of said premises during the pendency of with furcelosure suit and, in case of or the intervention of such receiver, would be entitled to collect such rents, issues and profits, and all other powers which may be no less my 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 arce 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 fore-losing 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 in the lien which may be not become superior to the lien hereof or of such decree, provided such application in the lien before 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 Mortgages, notwithstanding such extension, variation or release.
- 17. Mortgages shall release this mortgage and lien thereof by proper instrument upon payment and discharge of all indebtodness 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 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.