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39 S. LaSalle, Chicago, IL. 50603

	For Use With Hole Form No. 1490	90 87 81 4 6
7	DAZIDGE Consult is lawrer tertire using or alting under this form invention the bulk often nor the seven of this form	
h	makes any warranty with respect therefor including any warrants of merchantability or fitness to a serious surpose	
*	1⊷1 ↔ 31	
&	THIS INDENTURE, made July 31, 1990 horacon	
15	Marie L. Mazzoni, formerly known as Marie L.	
	Kuffel, divorced and not since remarried,	
	1734 Henley Street, Glenview, Illinois	
	herein referred to as "Morigagors," and Dorothy A. Waters	
		1
	8528 Overhill Niles, Illinois NO AND STREET: CITY. STATE:	
	herein referred to as "Mortgagee," witnesseth	Above Space For Recorder's Use Only
	THAT WHEREAS the Mortgagors are justly indebted to the Mortgagee upon the ms	stallment note of even date negotian, in the principal sum of
	sum and interest at the rate and in installments as provided in said note, with a final payment of	of the halance due on the
	of such appointment, then at the office of the Mortgager at 8528 Overhill, 2	viics, illinums
	NOW THEREFORE, the More experience of the coverants and principal sum of a and instations of this mortgage, and the performance of the coverants and agreements here consideration of the same of One Dollar in hond pand, the receipt whereof is hereby acknowledge	em contained by the Mosteggory to be performed, and also in and do by these presents CONET AND WARRANG unto the
	Mortgagee, and the Mortgagee is successive and insight, the following described Read State and	na an contratte in architecture different and anne anne a fire contratted and an executive of the contratted and a fire contratted a
	Unit number 1 in the Breckennidge condominium	as delineated on a survey of the
	following described real estate: Lot 1 of the	Henley Partnership Resubdivision o
	the West 3.0 feet of Lot 8, lot; 9, 10, 11, 12 Addition to Oak Glen being (except 4 1/2 Acres	; in the North East Corner of the
	South West 1/4 of Section 35. Toomship 42 Nort	th. Range 12 East of the Third
	Principal Meridian, in Cook County Illinois) North 1/2 of the South West 1/4 of the South E	a Subdivision of that Portion of the
	berween the Chicago, Milwaukee and St. Paul Ra	ailroad and the Public Highway
	running from Oak Glen to Niles. Known as Wauke	gan koad, which burvey is attached
	as Exhibit "A" to the Declaration of Condomini together with its Undivided Percentage Uneres	st in the Common Elements, in Cook
	which, with the property veremafter described, is referred to herein as the "premises." Co	, 6 = 1
		ounty, Illinois.
	4-35-307-1001	ounty, Illinois.
	Permanent Real Estate Index Numberton 4-35-307-1001	ounty, Illinois.
	Permanent Real Estate Index Numberts). 4-35-307-1001 Addresses) of Real Estate Unit 1, 1734 Henley Street, G	ounty, Illinois.
	TAMAS TIRE Massing Commissions to the members assembly fratures and apportending the	slenview. Illinois 6032 13.00 Herene belance and alleens assues and reductions.
	I(W.F.III) R with all couprosements, tenements, casements, fixtures, and appurentances to long and during all such tonics as Morriego, or may be entitled thereto which are pledged primately	stensiew. Illinois 60015 13.00 thereto be on the and all tents, assues and product there of the solid and one are of the solid and secondarily and the are contrated as a secondarily and the are contrated as a facility of the solid and the secondarily and the are contrated as a facility of the solid and the solid as a secondarily as a secondari
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This instrument was prepared by

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

- 1. Mortgagors shall (!) 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 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 Mortgagore 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 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 Mortgagors, upon demand by the Mortgagee, shall pay such taxes or assessments, or reinburse 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 Curther 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 2, the Mortgagors are not in default either under the terms of the note secured hereby or under the terms of this mortgage, the Mortgagor, shall have such privilege of making prepayments on the principal of said note (in addition to the required payments) as may be provided in said note.
- 6. Mortgagors shall hep all buildings and improvements now or hereafter situated on said premises insured against loss or damage by fire, lightning and windshow under policies providing for payment by the insurance companies of moreys sufficient either to pay the cost of replacing or repairing the same or to pay in full the indebtedness secured hereby, all in constitutes satisfactory to the Mortgager, under insurance policies payable, it. One of loss or damage, to Mortgager, such rights to be evidenced by the standard mortgage clause to be attached to each policy, and shall deliver all policies, including additional and renewal policies, to the Mortgager, and in case of insurance about to expire, shall deliver trained policies not less than ten days prior to the respective dates of expiration.
- 7. In case of default therein. Inortgagen may, but need not, make any payment or perform any act hereinbefore required of Mortgagors in any form and manner deemed expedien, a id may, but need not, make full or partial payments of principal or interest on prior encombrances, 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 connection therewith including attorneys' fees, and any other moneys advanced by Mortgagee to protect the mortgaged premises and the lien heree f, shall be so much additional indebtedness secured hereby and shall become immediately due and payable without notice and with interest there is 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 author 202 relating to faxes or assessments, may 350 so according to any bill, statement or estimate procured from the appropriate public office with an 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. Mottgagors shall pay each item of indebtedness herein nent oned, 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, notwith-standing anything in the note or in this mortgage to the contrary, who me 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 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 foresale all expenditures and expenses which may be paid or incurred or 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 lithe 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 pronceute 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 less that the proceedings, to which the Mortgagee shall be a party, either as plaintiff, claimant or defendant, by reason of this mortgage we say indebtedness hereby secured; or (b) preparations for the commencement of any suit for the foreclosure hereof after accrual of such suits in high affect the premises or the security hereof.
- 11. The proceeds of any foreclosure sale of the premises shall be distributed and applied in the odior in e order of priority: First, on account of all costs and expenses incident to the foreclosure proceedings, including all such items as are nent oned in the preceding paragraph hereof; second, all other items which under the terms hereof constitute secured indebtedness addition; i. 75 that evidenced by the note, with interest thereon as herein provided; third, all principal and interest remaining unpaid on the note, fe until 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 injury to the solvency or insolvency of Mortgagors at the time of application for such receiver and without regard to the then value of the jermises or whether the same shall be them occupied as a homestead or not, and the Mortgagore may be appointed as such receiver. Such receiver shall have power to collect the reats, issues and profits of said premises during the pendency of such foreclosure use 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 on 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 accured.
- 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 assessments on the premises. No such deposit shall bear any interest.
- 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 Mortgagoe, 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.