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MONTGASE LINGIS FEBRUA 1985 For Use With Note Form No. 1447

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THIS INDENTURE, ma			19 <u>91</u> , between	9141014	0
(NO, AND S herein referred to as "Mo	gle Ave., STREET) Trengers, and Jam Trengers, Or Valerie Huise	Worth (CITY) es & Laura Va ak Lawn, Illi	Illinois (STATE) nde Werken nois; and	. 7÷1111 €2900	L SECONDERS TRAN 1505 08/12/91 16: \$ \$ - \$ 1 - \$ 10 1 - \$ CONNEY SECONDER
13457 Loomi (NO. AND S	s Court STREET)	Crestwood (CITY)	Illinois (STATE)	A bours Sauce	e For Recorder's Use Only
herein referred to as "Mo			Morteagee upon the ins	<u> </u>	herewith, in the principal sum o
sum and interest at the ra 19 91 and all of said print of such appointment, the NOW, THEREFOR and limitations of this me consideration of the sum Mortgagee, and the Mort and being in the V1118 Lot 9. Block	ite and in installments icipal and interest are not the office of the half. Et, the Mortgag ors for One Dollar in han gagee's successor and the port of One Dollar in han gagee's ruccessor and the off Worth	sas provided in said not made payable at such payable at 9412 secure the payment of rintance of the covena could, the receipt where d assigns, the following	e, with a final payment of the Courth Tulley the said principal sum of miss and agreements here of is hereby acknowledge described Real Estate and COUNTY OFCook Subdivision in	of the balance due on the note may, from time to time Avenue, Oak Law money and said interest in a cin contained, by the Moriged, do by these presents CO dall of their estate, right, ti	cordance with the terms, provision agors to be performed, and also in NVEY AND WARRANT unto the and interest therein, situate, lyin ND STATE OF ILLINOIS, to with the North
	o Cook County		Cou.		11. 12. 12. 13. 13. 13. 13. 13. 13. 13. 13. 13. 13
which, with the property Permanent Real Estate It		, is referred to herein a 24-19-232-00			
Address(es) of Real Estat				s 60'+82	
long and during all such tir all apparatus, equipment a single units or centrally occoverings, inador beds, awor not, and it is agreed the considered as constituting TO HAVE AND TO therein set forth, free from the Mortgagors do hereby The name of a record own This mortgage consisterein by reference and an all papers and an according to the reference and according to the reference accordi	nes as Mortgagors mu or articles now or her or trolled), and ventil vinings, stoves and wa tall similar apparatu part of the real estate HOLD the premises all rights and benefit expressly release ancer is: <u>Narleno</u> is of two pages. The c a part hereof and stand spal of Mortand	y be entitled thereto (we after therein or thereon attion, including (withouter heaters. All of the fiss, equipment or article and the Mortgagee, as under and by virtue of waive. Tooma Tooma sall be binding on Mortgagors the day and year and year and year.	hich are pledged primaril a used to supply heat, gaut restricting the foregoin regoing are declared to be shereafter placed in the and the Mortgagee's succe the Homestend Exempt and provisions appearing a gagors, their helrs, succes a first above written.	ly and on a p? ity zith said r s, air condition, wzier, it ing), screens, wir Jow shade he a part of said real c it to v premises by Mortg. or rs or ssors and assigns, forever, f ion Laws of the State of his on page 2 (the reverse side	nts, issues and profits thereof for so call estate and not secondarily) and ght, power, refrigeration (whether s, storm doors and windows, floor whether physically attached thereto their successors or assigns shall be of the purposes, and upon the uses of this runtgage) are incorporated (Scal)
State of Illinois, County of		d, DO HEREBY CER	ss., THY that Marlet	I, the undersigned, a None Ipema	otary Public in and for said County
MPRESS SEAL HERE	appeared before me	this day in person, an	d acknowledged that 🕰	_h.E_ signed, scaled an	bed to the foregoing instrument, d delivered the said instrument as ding the release and waiver of the
Given under my hand and Commission expires4	official seal, this	27/2	day of 1994	Henry 11 Br	10 2/
This instrument was prepar	Tomas I			/ Ave., Cak Lawn	Notary Public
Ad this instrument to	•	lande Werken.	ME AND ADDRESS) 9412 South Tul ME AND ADDRESS)	ley Avenue	yn agarlallinn ngar eilliden magarlan eil gog ar Shippen yhag dilmini genegalinnigi.
	Oak Lav			Illinois (STATE)	60453 (ZIP CODE)

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- 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 mechanics 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 Mortgages 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 mortgage'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, shill 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 on 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 further covenant to hold harmless and agree to indemnify the Mortgagoe, and the Mortgagoe's successors or assigns, against any liability i curred 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 chall 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 keep all buildings and improvements now or hereafter situated on said premises insured against loss or damage by fire, lightning and winds on the 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 one 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 all policies, including additional and renewal policies, to the Mortgagee, and in case of insurance about to expire, shall deliver releval policies not less than ten days prior to the respective dates of expiration.
- 7. In case of default therein, Mortgagee 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, and purchase, discharge, coming on settle any tax lien or other prior lien or title or claim thereof, or redeem from any tax sale or forfeiture affecting said premise, or contest any tax or assessment. All moneys paid for any of the purposes herein authorized and all expenses paid or incurred in connectic, it rewith, 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 time or at the highest rate now, permitted by illinois law. Inaction of Mortgages 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 auth rized relating to taxes or assessments, may do so according to any bill, statement or estimate procured from the appropriate public office with a 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 minitined, both principal and interest, when due according to the terms hereof. At the option of the Mortgagee and without notice to Mc (gagors, all unpaid indebtedness secured by this mortgage shall, notwith standing anything in the note or in this mortgage to the contrary, but 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 of neceleration 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 a no 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. It tile, title searches, and examinations, title insurance policies, Torrens certificates, and similar data and assurances with respect to title as ido taggee may deem to be reasonably necessary either to prosecute such suit or to evidence to bidders at any sale which may be had a ursuant 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 parantal mentioned shall become so much additional indebtedness secured hereby and immediately due and payable, with interest thereon at the of the street of the premised of the mortgage in connection with (a) any proceeding, including probate and interpretations for the commencement of any suit for the foreclosure hereof after accrual of such right to foreclose 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 Nowing order of priority: First, on account of all costs and expenses incident to the foreclosure proceedings, including all such items as are remained in the preceding paragraph hereof; second, all other items which under the terms hereof constitute secured indebtedness additional to that evidenced by the nute, with interest thereon as herein provided; third, all principal and interest remaining unpaid on the note; by the 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 tregard to the solvency or insolvency of Mortgagors at the time of application for such receiver and without regard to the then value of the remises 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 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.
- 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 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 claiming under, or 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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