OR RECORDER'S OFFICE BOX NO.

## GEORGE E. COLE-LEGAL FORMS MARTINE IILINUIDE | CALL COPY

	. DERT-01 RECORDINGS . T#1111 TRAH 4245 09/25/91 14:1
THE INDESCRIPTION - 1 9-24	#6841 # *** 91-49872 COOK COUNTY RECORDER
Allean Wilson	• GYAN COMMIT RECORDER
HIISAN WIISON	04.00
	91498728
11700 S. JUSTINE Chicago, TL	*
nerein referred to as "Mortgagors," and AIRRG HOME	$\frac{1}{2}$
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CZAL N. FICTON AUE ChicADA TL	
(NO. AND STREET) (CITY) (STATE)	
herein referred to as "Mortgagee," witnesseth:	crosse Space For Recorder's Use Only
THAT WHEREAS the Mortgagors are justly indebted to the Mortgagee upon the installant Twenty Six Thousand Eight hundred And	nt note of even date herewith, in the principal sum of
(26,000,00,), payable to the order of and delivered to the Mortgagee, in and by wh	DOLLARS
sum and interest at the rate and in installments as provided in said note, with a final payment of the b	valunce due on the 341 day of September
and all of said principe, and interest are made payable at such place as the holders of the note in	nay, from time to time, in writing appoint, and in absence
of such appointment, then at the source of the Mortgagee at \$366 No ESTON	ANE. Chicago, LL 606SL
NOW, THEREFORE, the Moi 1821, jost to secure the payment of the said principal sum of money	and said interest in accordance with the terms, provisions
and limitations of this mortgage, and the performance of the covenants and agreements herein consideration of the sum of One Dollar in head paid, the receipt whereof is hereby acknowledged, do	itained, by the Mortgagors to be performed, and also in
Martanana and the Martanana's customent, as discione, the following described Dunt Estate and Mart	(abair action parks sith and insurant tharain aireann luina
and being in the CITY of CHICA90 COUNTY OF GO Lot 43 in Block 21 in Frederick H. BAR	+ lott's ORBATER CAluma
LOT 43 IN BLOOM OF THE PRINCIPLE A CULTURE	11 of the Courth 1/2 of
Subdivision of Chicago, Baing A Subdivision Section 20, Township 37 North, RANGE 14	cof he can he
SECTION 20, TOWNShip 37 MORTH, KANGE 14	EAST OF THE INIRA
PRINCIPAL MERIDIAN, IN CECK COUNTY, I	LLINOIS.
4	
91498728	
OZ 1551AG	91498778
0,	32,100
which, with the property hereinafter described, is referred to herein as the "premis is,"	·
Permanent Real Estate Index Number(s): 25-20-314-0040	
Address(es) of Real Estate. 11700 S. Justine Chicago	<b>T</b> /
Addies(cs) of Real Estate. 22 Estate St. Market 120 Estate 1111 Est 191	
TOGETHER with all improvements, tenements, easements, fixtures, and appurtenances thereto long and during all such times as Mortgagors may be entitled thereto (which are piedeed numerils, and	Co'snang, and all rents assues and profits thereof for so
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- THE COVENANTS, COUDTING AND PROVISIONS REFERRED TO OPPOCE THE REVERSE SIDE OF THIS MORTGAGE):

  1. Mortgagors shall (1) promptly repair, restore of 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 chains for lien not expressly subordinated to the lien thereof; (3) hay when due any indehtedness which may be secured by a lien of 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 horeunder 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 of any part of the taxas 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 thortgages 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, 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 plyable 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 lax 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 mariner required by any such law. The Mortgagors further covenant to hold harmless and agree to indemnify the Mortgagor, and the Mortgagoe'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 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 ke p all buildings and improvements now or hereafter situated on said premises insured against loss or damage by fire, lightning and windur m under 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 Mortgages under insurance policies payants, in case of loss or damage, to Mortgages, 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 rer wal policies not less than ten days prior to the respective dates of expiration
- 7. In case of default therein, har gagee may, but need not, make any payment or perform any act hereinbefore required of Mortgagors in any form and manner deemed exposiont, and may, but need not, make full or partial payments of principal or interest on prior encumbrances, if any, and purchase, discharge, or impromise or settle any tax lien or other prior tien or title or claim thereof, or redeem from any tax sale or forfeiture affecting said premise are contest any tax or assessment. All moneys paid for any of the purposes herein authorized and all expenses paid or incurred in convection therewith, including attorneys' fees, and any other moneys advanced by Mortgagee to protect the mortgaged premises and the lien hereof will be so much additional indebtedness secured hereby and shall become immediately due and payable without notice and with interest then on at the highest rate now permitted by Illinois law. Inaction of Mortgagoes shall never be considered as a waiver of new right accretion to the Mortgagoes on account of any default hereunder on the part of the Mortgagors.
- 3. The Mortgagee making any payment hereby surtorized relating to taxes or assessments, may do so according to any hill, statement or estimate procured from the appropriate public office into our inquiry into the accuracy of such bill, statement or estimate or into the validity of any tax, assessment, sale, forfeiture, tax lies or vice or claim thereof.
- 9. Mortgagors shall pay each item of indebtedness her in mentioned, both principal and interest, when due according to the terms ereof. At the option of the Mortgagee and without notice to Margagors, all unpaid indebtedness secured by this mortgage shall, notwith-noting anything in the note or in this mortgage to the contrary became due and payable (a) immediately in the case of default in making systems of any intelligence of the mortgagors 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 hen hereof. In any suit to foreclose the lien hereof, there and 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 expenses which may be paid or incurred by or on behalf of Mortgagee for attorneys' fees, appraiser's fees, outlays for documentary and expenses which may be paid or incurred by or on behalf of Mortgagee for attorneys' fees, appraiser's fees, outlays for documentary and expenses which may be paid or title, title searches, and examinations, title insurance policies. Torreas ortificates, 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 jurisum to such decree the true condition of the title or to evidence to bidders at any sale which may be had jurisum to such decree the true conditional indebtedness secured hereby and immediately due and payable, with interest thereon at the aignest rate now permitted by Illinois law, when paid or incurred by Mortgagee in connection with (a) any proceeding, including probate and bankruptcy proceedings, to which the Mortgagee shall be a party, either as plaintiff, claimant or defendant, by reason of this mortgage and the foreclose whether or not actually commenced; or (c) preparations for the output of the foreclosure hereof after accrual of such 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 mentioned 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 rote; ourth, 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 suc's complaint is filed may appear receiver of said premises. Such appointment may be made either before or after sale, without notice, with at regard 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 he same shall be then occupied as a homestead or not, and the Mortgagor may be appointed as such receiver. Such receiver shall have ower 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 deforting the full statutory period of redemption, whether there be redemption or not, as well as during any further times when fortgagors, 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 ole or in part of: (1) The indebtedness secured hereby, or by any decree foreclosing this mortgage, or any tax, special assessment of 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 ourpose.
- 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 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.