GEORGE E. COLE LEGAL FORMS

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1987年1129日

THIS INDENTURE, made

July 10,

91, between

Marilyn Aden

2228 N. Burling INO. AND STREET; Chicago,

herein referred to as "Mortgagors," and

Belmont National Bank Of Chicago

3179 N. Clark ST., (NO AND STREET)

Chicago,

Illinois (C)(Y)

(STATE)

Above Space For Recorder's Use Only

COOK COUNTY RECORDER

718888 TRAN 1759 11/05/91 15:51:00

\*-91-580198

DEFT-01 RECORDINGS

\$6517 \$ F

herein referred to as "Mortgagee," witnesseth

THAT WHEREAS the Mortgagors are justly indebted to the Mortgagee upon the installment note of even date herewith, in the principal sian of Twenty Thousand and no/100-

payable to the order of and delivered to the Morigagee, in and by which note the Morigagors promise to pay the said principal sum and interest at the rate an an installments as provided in said note, with a final payment of the balance due on the 10th ay of April

19 93 and alt of said principals, at angrest are made payable at such place as the holders of the note may, from time to time, in writing appoint, and in absence of such appropriate the office of the Mortgagee at Belmont National Bank Of Chicago, 3179 N. Clark St., of such appointment, then at the office of the Mortgagee at

Chicago, Illinois (0657. NOW, THEREFORE, the Mortgage and inceptible second 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 post irmance of the covenants and agreements herein contained, by the Mortgagors to be performed, and also me consideration of the sum of One Dollar in han in ad, the receipt whereof is hereby acknowledged, duby these presents CONVEY AND WARRAN I autoritic Mortgagee, and the Mortgagee's successors and assigns, the following described Real Estate and all of their estate, tight, title and interest the term subsate, lying Cook

and being in the

City of Chicago

, COUNTY OF

AND STATE OF BLUNOIS, to WR

\$13.29

LOT 38 IN THE SUBDIVISION OF THE WEST 1/2 OF BLOCK 9 IN CANAL TRUSTEES' SUBDIVISION OF SECTION 33, TOW'S RIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

which, with the property become	after described, is referred to hi	erein as the "premi	NEST DY	
Permanent Real Estate Index N	lumber(s): 14-33-107	-022-0000		CONTRACTOR CONTRACTOR CONTRACTOR CONTRACTOR
Address(es) of Real Estate:	2228 N. Burling,	Chicago, I	llinois	
long and during all such times as! all apparatus, equipment or attic single units or centrally controlly coverings, mador beds, awings	Mortgagors may be entitled ther les now or hereafter therein or of), and ventilation, including stoves and water heaters. All or milar apparatus, equipment or	eto (which are pled thereon used to sup (without restricting d the loregoing are	urtenances thereto belong or and all rents, ledd primarily and on a part (y y ab said real opply heat, gas, air condition),arct, fight the foregoing), screens, wincow shades, sideclated to be a part of said real estate wheel laced in the premises by Mortgapo's of the	estate and not secondarily) and , power, refrigeration (whether torm doors and windows, floor ther physically attached therete
TO HAVE AND TO HOLL berein set forth, free from all right the Mortgagors do hereby expres	its and benefits under and by vi sly release and waive.	gee, and the Mortg atue of the Homest	agee's successors and assigns, forever, for it ead Exemption Laws of the State of Illinor	Le purposes, and upon the uses , meh said rights and benefits
The name of a record owner is: This mortgage consists of tw herein by reference and are a par		tions and provision	s appearing on page 2 (the reverse side of the heirs, successors and assigns.	his mostgage) are incorporated
	Mortgagns the day a			(Seal)
PRINT OR TYPE NAME(S)	llyn Aden 🧷	Parameter and the second of th	· · · · · · · · · · · · · · · · · · ·	
BELOW SIGNATURESSING	A COMMENT OF A STREET OF A STR		(Seal)	(Seal)
State of the state	Cook State atoresaid, DO HEREB	Y CERTIFY that .		y Public in and for said County
M CIAL MENSON	•	on, and acknowled	iged thath signed, scaled and di es and purposes therein set forth, including	
(Ga and Supplement and official		day of	October (	(10 91
The fact remember menued by	•	in, Vice Pr	esident 3179 N. Clark S	t., Chicago, IL.

Belmont National Bank Of Chicago

Chicago

(City)

(NAME AND ADDRESS)

Illinois

# 13 24

(ZIP CODE)

3179 N. Clark St.

THE COVENANTS, COLDITIONS OF PROVISION REVERSE TO CONTRACT THE REVERSE SIDE OF THIS MORTGAGE!

- 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 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 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 Mortgagor 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 here in 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 mortgagee'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 dermand 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 Mortgagoes or 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 Mortgagoe 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 givine of such notice.
- 4. If, by the laws of the United States of America or of any state having invisidation 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 further covenant to hold harmless and agree to indemnity the Mortgagors and the Mortgagor's successors of assigns, against any liability is arred 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 Mortgagor's 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 here all buildings and improvements now or hereafter situated on said premises insufed meanst loss in damage by fire, lightning and winds or under policies providing for payment by the insurance companies of moness officient either to pay the cost of replacing or repairing the same or to pay in full the indebtedness secured hereby, all in companies satisfactors to the Mortgages under insurance policies payable at the of loss or damage, to Mortgages, such rights to be evidenced by the standard mortgage clause to be attached to each policy, and shill diver all policies, including additional and renewal policies, to the Mortgages, and in case of insurance about to expire, shall deliver rine val policies not less than ten days prior to the respective dates of expiration.
- 7. In case of default therein, Mo gagee may, but need not, make any payment or perform any act hereinbefore required of Mottgagors in any form and manner deemed expedient and may, but need not, make full or partial payments of principal or interest on prior encombrances, if any, and purchase, discharge, combrances or settle any tax lien or other prior lien or title or claim thereof, or tedeem from any tax sale or forfeiture affecting said premose or contest any tax or assessment. All moneys paid for any of the purposes herein authorized and all expenses paid or incurred in connective, herewith, including attorneys' fees, and any other moneys advanced by Mottgagee to protect the mortgaged premises and the lien hereof, shall be so much additional indebtedness secured hereby and shall be come immediately due and payable without notice and with interest hereon 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 hereinder on the part of the Mortgagors.
- 8. The Mortgagee making any payment 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, tax lien or the contact of the
- 9. Mortgagors shall pay each item of indebtedness herein mentioned, both principal and interest, when due according to the terms hereof. At the option of the Mortgagee and without notice to Mirtgagors, all impaid indebtedness secured by this mortgage shall, notwith-standing anything 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 (1) 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 be acceleration or otherwise. Mortgagee shall have the right to foreclose the lien hereof, there what be allowed and included as additional indebtedness in the decree for sale all expenditures and expenses which may be paid or incurred by an or behalf of Mortgagee for attorneys fees, appraiser's fees, outlays for documentary and expert evidence, stenographers' charges, p blication costs and costs (which may be estimated as to items to be expended after entry of the decree) of procuring all such abstracts of title, title searches, and examinations, title insurance by lockies. Torrens certificates, and similar data and assurances with respect to ittle as for traggee may deem to be reasonably necessary either to prosecute such soil or to evidence to hidders at any sale which may be had juristant to such deside the true condition of the title to or the value of the premises. All expenditures and expenses of the nature in this paragrana mentioned shall become so much additional indebtedness secured hereby and immediately due and payable, with interest thereon at the nighest rate mow permitted by Hongage in connection with (a) any proceeding, including probate a all ankniptly proceedings, to which the Mortgage shall be a party, either as plaintiff, claimant or defendant, by reason of this mortgage of our indebtedness herebs secured; or (b) preparations for the commencement of any suit for the foreclosure hereof after accrual of saca tient to foreclose whether or not actually commenced; or (c) preparations for the defense of any actual or threatened suit or proceeding a tool 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 ment used 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 note. To 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 a complaint is filed may appoint a receiver of said premises. Such appointment may be made either before or after sale, without notice, without recard to the solvency or insolvency of Mortgagors at the time of application for such receiver and without regard to the then value of two five solvency or insolvency of Mortgagors at the time of application for such receiver and without regard to the then value of two five solvency or insolvency of mortgagors at the time of application for such receiver and without regard to the tent value of two five solvency 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 austhorize 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 in 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 tequire 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 ascent 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 Morigagee, 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.

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