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MORTGAGE (ILLINOIS)
For Use With Note Form No. 1447

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THIS INDENTURE, made March 14 19 91 , bety	. DEPT-01 RECORDING \$1 tween . T\$5555 TRAN 7151 03/21/91 11:04: . \$7364 \$ E #-91-12797
ROOSEVELT ROBINSON, JR.	COOK COUNTY RECORDER
PEGGY ROBINSON HUSBAND AND WI 8221 SOUTH MARSHFIELD CHICAGO, IL 60620	IFE
(NO. AND STREET) (CITY) (STATE)	,
herein referred to as "Mortgagors," and	
Sears Consumer Financial Corporation	91127970
2500 Lake Cook Road, Suite CL-A Riverwoods, IL 60015 (NO. AND STREET) (CITY) (STATE)	
no. and sixee: werein referred to as "Moltgages," witnessetts	Above Space For Recorder's Use Only
THAT WHEREAS the wortgegors are justly indebted to the Mortgegoe upon Iwenty Five Incusand Ninety Three and 50)/ 100 DOLLARS
is 25093.50), $ ho$ yar le to the order of and delivered to the Mortgages, sum and interest at the rate and insightents as provided in Said note, with a final	
2001 and all of said principal any inversal are made payable at such place as tr	the holders of the note may, from time to time, in writing appoint, and
n absence of such appointment, then at the office of the Mortgagee at Sears	
NOW, THEREFORE, the Mortgagors to scoule the payment of the said principals; and limitations of this mortgage, and the jier/ormance of the covenants and agreem consideration of the sum of One Dollar in he oppose, the receipt whereof is hereby	sum of money and said interest in accordance with the terms, provisions nents herein contained, by the Mortgagors to be performed, and also in contained, by these orasents CONVEY AND WARRANT unto the
vioritgagee, and the Mortgagee's successors and assigns, the following described Re	eal Estate and all of their estate, right, title and interest therein,
situate lying and being in the City of CHICAGO	, COUNTY OF COOK AND
TATE OF ILLINOIS, to wite LOT 76 IN BRITIGANS WESTF. ELD SUBDIVIS TION 31, TOWNSHIP 38 NORTH, RANGE 14, MERIDIAN. IN COOK COUNTY, ILLINOIS.	EAST OF THE THIRD PRINCIPAL
MENTOTALY THE COOK COUNTY, I.E.	STRW REAL ESTATE
4	LOAN SERVICES
' ^	SHITE #1015
which, with the property hereinafter described, is referred to herein as the "premise	TOO N (aSALLE
	A STREET OF BE OF BUILDING
addressies) of Real Estate: 8221 SOUTH MARSHFIELD TOGETHER with all improvements, tenements, easements, fixtures, and appurted long and during all such times as Mortgagors may be entitled thereto (which	CHICAGO, IL 60620
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TOGETHER with all improvements, tenements, easements, fixtures, and appurite to long and during all such times as Mortgagors may be entitled thereto (which secondarity) and all apparatus, equipment or afficies now or hereafter therein or the efrigeration (whether single units or centrally controlled), and ventilation, includ loors and windows, floor coverings, inador beas, awnings, stoves and water heate whether physically attached thereto or not, and it is agreed that all similar applications or their successors or assigns shall be considered as constituting part of the successors or assigns shall be considered as constituting part of the successors or assigns shall be considered as constituting part of the Mortgagors or their successors or assigns shall be considered as constituting part of the Mortgagors or their successors or assigns shall be considered as constituting part of the Mortgagors or their successors or assigns shall be considered as constituting part of the Mortgagors or their successors or assigns shall be considered as constituting part of the Mortgagors or their successors or assigns shall be considered as constituting part of the Mortgagors or their successors or assigns shall be considered as constituting part of the Mortgagors or their successors. It is a mortgage considered as constituting part of the Mortgagors or their same provisions as even by reference and are a part hereof and shall be binding on Mortgagors, their heirs witness the hand. This mortgage conclets of two pages. The sevenants, conditions and provisions agree in by reference and are a part hereof and shall be binding on Mortgagors, their heirs witness the hand. This mortgage conclets of two pages. The sevenants, conditions and provisions as even harden and provisions and provisions as a part hereof and shall be binding on Mortgagors, their heirs witness the harden as a part hereof and shall be binding on Mortgagors, their heirs witness the first above wither the pages. The page of their states of the pages of their sta	enancesths ato belonging, and all rents, issues and profits thereof for here pledged primarily and on a parity with said real estate and not thereon used to hupth heat, gas, air conditioning, water, light, power, ding (without restricting his foreging), screens, window shades, storm ers, All of the foreging), screens, window shades, storm ers, All of the foreging), screens, window shades, storm ers, All of the foreging), screens, window shades, storm ers, All of the foreging), screens, window shades, storm ers, and of the real estate. It successors and assigns, ore er, for the purposes, and upon the uses estead Exemption Laws of the State of Illinois, which said rights and estead Exemption Laws of the State of Illinois, which said rights and REGGY ROBINSON DWIFE PEGGY HOBINSON I, the undersigned, a Notary Public in and for said County EVELT ROBINSON, JR. HUSBAND AND WIFE
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THE COVENANTS, CONDITIONS AND PROVISIONS REFERRED TO ON PAGE 1 (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 thereot, (3) pay when due any indebtedness which may be secured by a lien or charge on the premises superior to the lien hereot, 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, (8) 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 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 flen 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 Mortgage therefor; provided, however, that if in the opinion of counsel for the Mortgages (a) it might be unlawful to require Mortgagors to make such payment or (b) the making of such notice in writing given to the Mortgagers, 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 further 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 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 keep all ouldings and improvements now or hereafter situated on said premises insured against loss or damage by fire, lightning and windstorm under reticals 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 lightedness secured hereby, all in companies satisfactory to the Mortgagee, under insurance policies payable, in case of loss or damage, to Mortgagee, rich rights to be evidenced by the standard mortgage clause to be attached to each policy, and shall deliver all policies, including additional and recawer policies, to the Mortgagee, and in case of insurance about to expire, shall deliver renewal policies not less than ten days prior to the respective rate; of expiration,
- 7, in case of default therein, Mortgages liay, 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 rut, make full or pertial payments of principal or interest on prior encumbrances, if any, andpurchase, 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 mone is paid for any of the purpose herein authorized and all expenses paid or incurred in connection therewith, including attorneys' fees, and any other moneys act enced by Mortgages to protect the mortgaged premises and the lien hereof, shall be so much additional indeptedness secured hereby and shall it scom immediately due and payable without notice and with interest thereon 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 Mortgages on account of any default hereunder on the part of the Mortgagors.
- a. 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 title or claim thereof.
- 9. Mortgagors shall pay each item of indebtedness herein mentioned, bring principal and interest, when due according to the terms hereof. At the option of the Mortgages and without notice to Mortgagors, all unpaid included less secured by this mortgage shall, notwithstanding enything 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 (b) when default shall occur and continue by 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 accels at in or otherwise. Mortgages shall have the right to foreclose the lien hereof, there shall be allowed and in juited as additional indebtedness in the decree for sale all expenditures and expenses which may be paid or incurred by or on behalf of Mortgages for (torneys) 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 title, title searches, and examinations, title insurence policies. Torrens certificates, and similar data and assurances with respect to title as Mortgages may deem to be reasonably necessary either to proclute 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 here by and immediately due and payable, with interest thereon at the highest rate now permitted by Illinois law, when paid or incurred by Mortgages in conine tion with (a) any proceeding, including probate and bankruptcy proceedings, to which the Mortgages shall be a party, either as plaintiff, claimant or internal to such accuracy of this mortgage or any indebtedness hereby secured, or (b) preparations for the commencement of any suit for the foreclosure hereor siter accrual of such right to foreclose whether or not actually commenced, or (c) preparations for the defense of any actual or threatened suit or coording 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 following order or priority: First, on account of all costs and expenses incident to the foreclosure proceedings, including all such items as are mentioned in the proceeding paragraph hereof; second, all other items which under the terms hereof constitute secured indebtedness additional to that evidenced by the note, which interest thereon as herein provided, third, all principal and interest remaining unpaid on the note, fourth, any overplus to Mortgagors, their heirs, leight e resentatives of 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 ricy appoint a receiver of said premises. Such appointment may be made either before or after sale, without notice, without regard to the solven yor insolvency of Mortgagors at the time of application for such receiver and without regard to the then value of the premises or whether the sale shall be then occupied as a homestead or not, and the Mortgagor may be appointed as such receiver, Such receiver shall have power to collect hereals, 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 stituting period of redemption, whether there be redemption or not, as well as during any further times when Mortgagors, except for the intervention of such feceiver, 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 Mortgages 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. Mortgages shall release this mortgage and lien thereof by proper instrument upon payment and discharge of will indebtedness 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 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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