MONTGARD LINOS FORM NO. 103 For Use With Note Form No. 1447 FORM NO. 103 Pat 1985 Pat 1985 91136389

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THIS INDENTURE, ma	Ilins and Gerald Foste	Dretween R	
	THEET) AND CHICAGO, I	DEPT-01 R	ECORDING \$13.29 RAN 2134 03/27/91 11:29:00 D #-91-136389 OUNTY RECORDER
T 1 (í	OUNTE NEWONDER
5366N E 15	STON AVE. Chicago, IL.		
herein referred to as "Mo	ortgagee," witnesseth:	Above Space F	or Recorder's Use Only
THAT WHEREAS Eight The Sum and interest at the random of such appointment, then Chicago NOW, THEREFOR and limitations of this unit of Mortgagee, and the Mortgagee, and the Mortgage in the sum of Mortgage in the Mortgage in the sum of Mortgage in the Mortgage in the sum of Mo	the Mortgagors are justly indebted to the Mortgagee of SANC SIX hunched ANC 1. A hunched ANC 1. And 1. And 2. And	inal payment of the balance due on the	regulise to provide and principal and of
	hereinafter described, is referred to herein as the "pren	* / X.	
Permanent Real Estate Ir	ndex Number(s): 21-31-306-03	1	10/17
Address(es) of Real Estate	. 8335 S. MARquette	e Chicago, TL	6061/
long and during all such tin all apparatus, equipment of single units or centrally of coverings, mador beds, aw or not, and it is agreed that considered as consistinting TO HAVE AND TO herein set forth, free from the Mortgagors do hereby. The name of a record own This mortgage consists havelength to reference and ar	Improvements, tenements, casements, fixtures, and appress as Mortgagors may be entitled thereto (which are ple to articles now or hereafter therem or thereon used to stontrolled), and ventilation, including (without restricting), stoves and water heaters. All of the foregoing articles stored and water heaters. All of the foregoing articles hereafter part of the real estate. HOLD the premises unto the Mortgagee, and the Morall rights and benefits under and by virtue of the Home expressly release and waive. GETS: CORINA COLINAS AND IS OF TWO pages. The covenants, conditions and provisions a part hereof and shall be binding on Mortgagors, the and seal of Mortgagors the day and year first above the covenants of the covenants of the covenants of the covenants.	edged primarily and on a paraly? this and real apply heat, gas, air condition: "water, lighing the foregoing), screens, win low shades, we declared to be a part of said real estate whe placed in the premises by Mortg, acrs or the stage of successors and assigns, forever, for estead Exemption Laws of the State of Information and page 2 (the reverse side of the beirs, successors and assigns.	estate and not secondarily) and to power, refrigeration (whether storm doors and windows, floor other physically attached thereto eir successors or assigns shall be to purposes, and upon the uses as which said rights and benefits
WHINI ON	ZORINA COLLINS	GERAID FO	ster
TYPE NAME(S) BELOW SIGNATURE(S)	and the second of the second o		(Scal)
Ottom wings	in the State alorgs aid, DO HEREBY CERTIFY that	1 the understaned, a Nota	Babila in and for said Can
State of timers, County or	in the State alorgs aid. DO HEREBY CERTIFY that GERAID FOSTER	ZORINA COLLINS AN	Je
IMPRESS SEAL HERE	appeared before me this day in person, and acknowledge the fire and voluntary act, for the right of homopetial SEAL	ledged that . # .h. E y signed, sealed and c uses and purposes therein set forth, includin	telivered the said instrumer s ig the release and waiver of the
Given under my hand and Commission expires	MY COMMISSION EXP. DEC. 15 1992	MARCH Buoling Ki	Notary Public 7 And TI Public 20
This instrument was prepared to H	MARCH HOME TIMD CORD	C. 766 N. Elston	ADE.
Mail (nis instrument	Chic. AGO	DAESS)	40150
July OFFI	CE BOX NO.	(STATE)	60630 (ZIP CODE)
CHANGE ORDER S OLLI	LE HOX NO		1/20/

INOFFICIAL COPY TIONS AND PROVISIONS REFERRED TO ON PAGE 1 (THE REVERSE SIDE OF THIS THE COVENANTS, CONDIT 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 super or 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 premise: 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 desize 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 Mortgages 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, 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 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 in ur, ed 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 keer all buildings and improvements now or hereafter situated on said premises insured against loss or damage by fire, lightning and windstorm under policies providing for payment by the insurance companies of moneys sufficient either to pay the cost of replacing or repairing the some or to pay in full the indebtedness secured hereby, all in companies satisfactory to the Mortgagee, under insurance policies payable, in case 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, Mongagee 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, 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 threwith, 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 thereor 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 Mortgage on account of any default hereunder 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 tate or claim thereof.
- 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 Mortgage and without notice to Mortgagors, all unpaid indebtedness secured by this mortgage shall, notwithstanding 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) then 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 whethe by acceleration or otherwise. Mortgagee shall have the right 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 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 title 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 prosecute 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 paramaph mentioned shall become so much additional indebtedness secured hereby and immediately due and payable, with interest thereon at the highest rate now permitted by Illinois law, when paid or incurred by Mortgagee in connection with (a) any proceeding, including probate and sonkruptcy proceedings, to which the Mortgagee shall be a party, either as plaintiff, claimant or defendant, by reason of this mortgage of any indebtedness hereby secured; or (b) preparations for the commencement of any suit for the foreclosure hereof after accrual of such which might affect the premises or the security hereof. 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 menioned in the preceding paragraph hereof; second, all other items which under the terms hereof constitute secured indebtedness addition I to that evidenced by the note, with interest thereon as herein provided; third, all principal and interest remaining unpaid on the note, fourth, 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 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 ormises 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. 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
- 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.