## MORTING FFICIALS 60PY

	made JUNE 18TH	19 <u>91</u> , betw	_	DEPT-01 RECORDING
CONSTANC	E PALACIOS. DIVORC	ED AND NOT	_   :	7\$5555 TRAN 2812 06/20/91 16: \$2005 \$ E #-91-3007
SINCE RE	and the second second	<u>-</u>		COOK COUNTY RECORDER
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/NO AND	STREET) (CITY)	) (STATE)		and the substitute of the subs
and the second second second		IANCE, INC.	<del>-</del> [	
2311 W.	22ND STREET	٠	<u> </u>	
OAK BROO		(STATE)	Abo	91300764 we Space For Recorder's Use Only
	Mortgagee," witnesseth:		<u> </u>	
THAT WHERE	EAS the Mortengors are justly indebte	ed to the Mortgagee upon	the installment note of	even date herewith, in the principal sum of
THIRTY E	ICAT THOUSAND FIVE	E HUNDRED FIFT	<u>PY SIX DOLLAR</u>	RS AND 66/100 DOLLARS
\$ 150 July 10 to 1	<u>6</u> ) payable to the order of and it rate and in a stallments as provided in	delivered to use moreous.	in and by writin motion	on the <u>1ST</u> day of <u>JULY</u>
3X2.00 familiates	iki nrincina. 🚁 u terest are made pavab	ble at such place as the holds	ers of the note may, from ti	ime to time, in writing appoint, and in absence
of such appointment, U	hen at the orfice of the Mortgagee at _	2311 W. 22NI	ST., OAK BE	ROOK, IL 60521
NOW THEREP	ORE the Mortgagory to source the navn	ment of the said principal sur	m of money and said intere	st in accordance with the terms, provisions and
imitations of this mosts	ease, and the performance of the coveru	rants and agreements herein :	contained, by the Mortgage	ors to be performed, and also in consideration
of the sum of One Dolls	ar in hand naid, the receip seerent is b	hereby acknowledged, do by	these presents CONVEY /	AND WARRANT unto the Mortgagee, and the merest therein, situate, lying and being in the
CITY OF		TY OF COOK	Charte,	AND STATE OF ILLINOIS, to wit:
LOT 11 I	N THE SUBDIVISION	OF BLOCK 6 IN	S.T WALKER'	'S SUBDIVISION OF
ጥዘልጥ ምልዩ	T LYING SOUTH OF 1	HE CANAL OF T	THE NORTHWEST	r 1/4 OF SECTION
31. TOWN	SHIP 39 NORTH, RAN	NGF 14, EAST C	OF THE THIRD	PRINCIPAL MERIDIAN,
AND OF T	HAT PART LYING SOU	JTH OF THE CAN	NAL OF THE EA	AST 1/2 OF THE
NORTHEAD	T 1/4 OF SECTION 3 RINCIPAL MERIDIAN,	36, TOWNSHIE .	39 NORTH, ADD	NGE 13, EAST OF THE
THIRD EA	INCIPAL MERIDIAN,	IN COOK COO	LI, THEFFE	
	KNOWN AS: 3324 SO 31-116-032	OUTH DAMEN, CI	HICAGO, ILLIN	NOIS 60608
Fin #+-	31-110-03-	~/		Ad Distriction a
er Service . George			<b>/</b>	91300764
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	rty hereinafter described, is referred to		J C	marting thereof for so long
TOGETHER wi	ith all improvements, tenements, easeme es as Mortgagors may be entitled thereto (	ents, fixtures, and appurtena- (which are pledged primarily	and on a parity with منافرة م	d all rents, issues and profits thereof for so long
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## THE COVENANTS, CONDITIONS AND PROVISIONS REFERRED TO ON PAGE 1 (THE REVERSE SIDE OF THIS MORTGAGES).

1. Mortgagors shall (i) promptly repair, restore or rebuild any buildings or improvements now or hereafter on the premises which may become damaged as be destroyed; (2) freep said premises in good condition and repair, without wasts; and free from machanic's or other liess or claims for lies ast engressly substituted to the lies thereof; (3) pay when the may indebtedness which may be accurably a their or charge on the premises superior to the lies hereof, and upon request satisfactory evidence of the discharge of such prior lies to the Mortgages; (4) complete within a reasonable time any building or buildings now or at any since in general of erection upon said premises. (3) comply with all requirements of her or municipal ordinances with respect to the premises and the use thereof; (6) make an autorial alterations in said premises in the use thereof; (6) make an autorial control of the manner provided by state, any tex or assessment which Mortgages deplicate receipts therefor. To prevent default hereaster from the state of the searchment of the state of the searchment of the state of the searchment of the sear

3. In the event of the execument after this date of any law of Elizable deducting from the value of land for the purpose of tenation any line thereon, or a upon the Mortgagne the payment of the whole or any part of the takes or assessment or charges or lieus herein required to be paid by Identifying, or distance or assessment or charges or lieus herein required to be paid by Identifying, or distance or relating to the taxotion of mortgages or debts secured by mortgages or the mortgages or lieus herein required to be paid by Identifying, or as to affect this mortgage or the debt secured hereby or the holder thereof, these said in any much event, the Mortgagors, upon demand by the Mortgagors such taxots or assessments, or reimburse the Mortgague therefor; provided, however, that if in the opinion of counsel for the Mortgagos (a) is might be uniformly the mortgagors to make such payment or (b) the making of such payment might result in the imposition of interest beyond the making measure law, then and in such avera, the Mortgagos gave deat, by notice in writing given to the Mortgagors, to declare all of the indebtedness ascerned hereby to be and due and payable may of the United States of America and payable may of the United States of America and payable may the limit of the indebtedness ascerned hereby to be and rigogers, or charging in or of collection of tens.

- 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 law of the note hearthy secured, the Mortgagors covenant and agree to pay such tax in the manner required by any such laws. The Mortgagors further covenant to harmless and agree to indemnify the Mortgagor, and the Mortgagor's successors or assigns, against any liability incurred by reason of the imposition of any it the issuance of the note see and hereby.
- 5. At such time at a 2 longagers are not in default either under the terms of the note secured hereby or under the terms of this mortgage, the 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. Mortgagers shall lea p rainvalidings and improvements now or hereafter situated on said premises insured against loss or damage by fire, lightule storm under policies providing for proment by the insurance companies of moneys sufficient either to pay the cost of replacing or repairs the indebtedness secured hereby, as 'a companies satisfactory to the Mortgages; under insurance policies payable, in case of loss or domai to be evidenced by the standard means to be attached to each policy, and shall deliver all policies, including additional and reason e or to pay in full e, to Mort and in case of insurance about to expire, wall deliver renewal policies not less than ten days prior to the respective dates of expiration
- ::-7. In case of default therein, blorque e n g, but need not, make any payment or perform any not bereinbefore required of Morgagors in any form and at deemed expedient, and may, but need not, ma' e full or partial payments of principal or interest on prior encumbrances, if any, and parchase, discharge, compour sattle any tax lien or other prior lies or little e cannot be not not any tax and or forbiture affecting said premises or content any tax or means all monies paid for any of the purposes herein emborized and all expenses poid or incurred in connection therewith, including attorney's fees, and any other a advanced by Mortgage to presect the mortgaged premises are the lies hereof, shall be so much additional indebtodoes secured hereby and shall become immed due and payable without notice and with interest there is the higher of the annual percentage rate disclosed on the present note or the highest rate allowed by due and psyable without notice and with interest thereof y the higher of the annual percentage rate disclosed on the present note or the highest rate allowed by law.

  Inaction of Mortgages shall never be considered as a waiver of you right accruing to the Mortgages on account of any default hereunder on the part of the Mortgages.
- 8. The Mortgager making any payment hereby authorized relating to taxes or assessments, may do so according to any bill, statement or estimate greatest 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, forficiore, tax lies or title or claim thereof.
- 9. Mortgagers shall pay each item of indebtedness herein ment and, both principal and interest, when due according to the terms hereof. At the option of the Mortgages and without notice to Mortgagers, all tapaid indebtedness were by this mortgage shall, notwithstanding anything in the note or in this mergage as the contrary, become due and payable (a) issuediately in the case of default is a ming 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 agreem. The Mortgagers herein contained.
- 10. When the indebtedness between shall become due whether by cools after or otherwise, Mortgages shall have the right to foreclose the lies hereof, there shall be allowed and included as as "for "indebtedness in the decree for sale all expenditures and expense while be paid or incurred by or on behalf of Mortgages for attorneys' fees, appraiser's flee, outly as for documentary and expert evidence, stemperaphete's changes, public costs and costs (which may be estingted as to items to be expended after entry of the "or or) of procuring all such abstracts of title, title searches, and samilar data and assurances with respect to "all as Mortgages may deem to be reasonably accessary either to get such said or in evidence to bidders at any sale which may be had pursuant to such docree the "as condition of the title to or the value of the premises. All expenses of the action is the interest of the saturation of the title to or the value of the premises. All expenses of the premises the interest decree the expense to the saturation of the title to or the value of the premises. All expenses such surface to become at any sale which may be not pursuant to such decree the five common of the time to or the value of the annual percentage rate disclosed on the present note or the highest of the annual percentage rate disclosed on the present note or the highest of the law, when paid or incurred by with (a) any proceeding, including foreclosure by a senior or junior mortgage; probate and barby for proceedings, to which the Mortgage as plaintiff, claiment or defendant, by reason of this mortgage or any indebtedness hereby secured; or (b) proparations of the commencement of thereof after accrual of such right to foreclose whether or not actually commenced; or (c) preparations of the defence of any actual or three r Moranger in comme or shall be a party, all which might affect the premi es or the security hereof.
- 11. The proceeds of any foreclosure sale of the premises shall be distributed and applied in the following or any f priority: first, on account of all costs a incident to the foreclosure proceedings, including all such items as are mentioned in the preceding paragraph "me in recording all other items which und hereof constitute secured indebtedness additional to that evidenced by the note, with interest thereon as herein provided; aird, all principal and interest remains 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 file; 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 Mortgagers at the since of application for such receiver and without regard to the then value of the premises or whether the same shall be then occupied as a homestead or no, and the Mortgages 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 ones a sale and a deficiency, during the full statutory period of redemption, whether there be redemption or not, as well as during any in the full statutory period of redemption, whether there be redemption or not, as well as during any in the same when Mortgagors, ones for the intervention of such receiver, would be entitled to collect such rents, issues and profits, and all other powers which may be a very ray or are usual in much can for the presention, possession, courtof; management and operation of the premises during the whole of said period. The Court from the time may authorize it receiver to apply the net income in his hands in payment in whole or in part of: (1) the induled dates account hereby, or by any decree of one long this management. any tax, special excessment or other lies which stay be or become superior to the lies hereof or of such decree, provided such application to graph prior to fit sale; (2) the deficiency in case of a sale and deficiency.
- 13. No action for the enforcer sent of the lieu or of any provision hereof shall be subject to any defense which would not be good and available to the party in ine same in an action at law upon the onte hereby secured
  - 14. The Mortgagee shall have the right to inspert the premises at all reasonable times and access thereto shall be permised for that purpose.
- 15. The Mortgagors shall periodically deposit with the Mortgages such sums as the Mortgages may reasonably require for payment of taxes and same the premises. No such deposit shall bear any interest.
- 16. If the payment of said indebtedness of any part thereof be extended or varied or if any part of the security be released, all persons now or at any time. All therefor, or interested in said premises, shall be held to easent to such extension, variation or release, and their liability and the lies and all provide "phall continue in full force the right of recourse against all such persons being expressly reserved by the Mertgages, notwithstanding such extension, variation.
- 17. Mortgages shall release this mortgage and lien thereof by proper instrument upon payment and discharge of all index ressonable fee to Mortgages for the execution of such release.
- Il. This mortgage and all provisions hereof, shall extend to and be binding upon Mortgagors and all presons claiming under or through Micrigagors. When used herein shall include all such persons and all persons liable for the payment of the indebtedness or any part thereof, such persons shall have executed the note or this mortgage. The word "Mortgagors" when used herein shall include the successors and entigen of the Mortgagors and the holder or holders from time to time, of the note secured hereby.

MAIL TO THE ENGULTY 120 W. MADISON STI CHICAGO. IL 60602

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The year that ALMERITE DV. WAS TRACKED A