GEORGE R. CILLE LEGAL FORMS

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THIS INDENTURE, made Texar Petroleum Compa	any, Ino.	19-12., between	
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HoCook, Illingte		المراجع	. COOK COUNTY RECORDER
(NO AND STA		(STATE)	<b>{</b>
herein referred to as "Mortgo	agee," witnesseih.		Above Space For Recorder's Use Only
THAT WHEREAS the	Mortgagors are justly indebted to	o the Mortgages upon the im	stallment note of even data herewith, in the principal sum
(\$.292,500,00	), payable to the order of and deli-	vered to the Mortgagee, in all id tude, with a final payment i such place as the holders of th	the balance due on the
NOW, THEREFORE, and limitations of this mortg consideration of the sum of Mortgagee, and the Mortgag and being in the Cary	the? for gagors to secure the payme tage, "nd "is performance of the cone bollar in and phill, the receipt ee's succerain and assigns, the follows." Marking a	int of the said principal sum of overants and agreements ber whereof is hereby scknowled iwing described Real Eainte as COUNTY OF	money and said interest in accordance with the terms, provise sin contained, by the Mortgagors to be performed, and also sed, do by those presents CONVEY AND WARRANT unto I had all of their estate, right, title and interest therein, situate, by soft
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which, with the property here	emafter described, is referred to he	rein se the "pre-af-20,"	
Permanent Resi Estate Inde:	x Number(s): 28-22-403-01	16	
Address(m) of Real Estate:	16659 S. Crawford Aver	we, Markham, Ill or is	
	iprovements, lenements, easements as Morteagors may be entitled ther	eto (which are bledged butuer	th vieto by longing, and all rents, issues and profits thereof for ily and on a parity with said real estate and not secondarily) a as, an one ditioning, water, light, power, refrigeration (wheth
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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 dairnaged or be destroyed. (2) keep said premises in good condition and repair, without waste, and free from mechanics of 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 exidence of the discharge of such primiles to the Mortgagoe; (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. Morigagors 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 Morigagors duplicate receipts therefor. To prevent default hereunder Morigagors shall pay in full under protest, in the manner provided by statute, any tax or assessment which Morigagors may desire to contest.
- 3. In the evant 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 imposling upon the Mortgages the payment of the whole of any part of the taxes or assessments or charges or hers herein required to be paid by Mortgages, or changing in any way the laws relating to the taxation of mortgages or debts secured by mortgages or the mortgages or the first property, or the manner of collection of taxes, so as to affect this mortgage or the debt secured hireby or the looker thereof, then and in any such event, the Mortgageors, upon demand by the Mortgagee, shall pay such taxes or assessments, or reimburse the Mortgages (a) it might be unlawful to require Mortgages to refer 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 payment might result in the imposition of interest beyond the makinum amount permitted by law, then and in such event, the Mortgages 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 horsely 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, any liability incurred by reason of the imposition of any tax on the issuance of the note secured hereby.

  1. All the second the Mortgagors are not in default either under the secured the note secured hereby as under the terms. If the note secured hereby as under the terms. If the note secured hereby as under the terms. If the note secured hereby as under the terms.

7. / As over - are as the Mortgagors are not in default either under the forme of the note accountd hereby as under the terms of the more against hereby as under the terms of the more against hereby as under the terms of the more against hereby as under the terms of the more against hereby as under the terms of the more against hereby as under the terms of the more against hereby as under the terms of the more against hereby as under the terms of the more against hereby as under the terms of the more against hereby as under the terms of the more against hereby as under the terms of the more against hereby as under the terms of the more against hereby as under the terms of the more against hereby as under the terms of the more against hereby as under the terms of the more against hereby as under the more against hereby as under the terms of the more against hereby as under the terms of the more against hereby as under the terms of the more against hereby as under the terms of the more against hereby as under the terms of the more against hereby as under the terms of the more against hereby as under the terms of the more against hereby as under the terms of the more against hereby as under the terms of the more against hereby as under the terms of the more against hereby as under the terms of the more against hereby as under the terms of the more against hereby as under the terms of the more against hereby as under the terms of the more against hereby as under the terms of the more against hereby as under the terms of the more against hereby as under the terms of the more against hereby as under the terms of the more against hereby as a supplier to the terms of the more against hereby as under the terms of the more against hereby as under the terms of the more against hereby as under the terms of the more against hereby as a supplier to the terms of the more against hereby as a supplier to the terms of the more against hereby as a supplier to the terms of the more against hereby as a supplier to the terms of the

- 6. Mortgagors chat, heep all buildings and improvements now or hereafter situated on said premises insured against loss or damage by fire, lightning and the lightning and lightni
- 7. In case of default therein prorigages may, but need not, make any payment or perform any act hereinbefore required of Mortgagors in any form and making deemed expedient, and may, but need not, make full or partial payments of principal or interest on prior encumbrances, it any, and purchase, discharge, compromise or settle any tax lien or other prior lien or title or claim thereof, or redeem from any tax tale or forfeiture affecting sale or contest any tax lien or other prior lien or title or any of the purposes herein authorized and all expenses paid or incurred in connection therewish, including attorneys fees, and any other moneys advanced by Mortgagee to protect the mortgaged premises and the lien hareof, shall be so much additional indebtedness secured hereby and shall become immediately due and payable without notice and with interest thereon at the history rate non-state the highligation of the part of the Mortgagee shall never be considered as a waiver of any right continues to the Mortgage on according to any hill, statement or estimate procured from the appropriate public of ice without industy into the accuracy of such bill, statement or estimate or into the validity of any tax, assessment, sale, forfeiture, tax by or title or claim thereof.

  1. The Mortgagee making any payment heirbory authorized relating to taylayor adaptements, may do so according to any hill, statement or estimate or into the validity of any tax, assessment, sale, forfeiture, tax by or title or claim thereof.

- 10. When the indehtedness hereby secured shall become due thether by acceleration or otherwise. Morgages shall have the right to foreclose the lien hereof. In any suit to foreclose the lien hereof, there shall be allowed and included as additional indehtedness in the decree for sale all expenditures and expenses which may be paid or incurred by or on behalf of Mortgages for attorneys' fees, appraiser's fees, nutlays for documentary and expert evidence, stenographers' charact, publication costs and costs (which may be estimated as to items to be expended after entry of the decree) of procuring all such a stricts of title, title searches, and examinations, title insurance policies. Torrens certificates, and similar data and assurances with respect of title as Mortgages 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 prograph mentioned shall become so much additional indebtedness secured hereby and immediately due and payable, with interest their on at the highest rate now permitted by Illinois law, when naid or incurred by Mortgages in connection with (a) any proceeding, including probate and bankruptcy proceedings, to which the Mortgages shall be a party, either as plaintiff, claimant or defendant, by reason of this mortgage or any indebtedness hereby secured: or (b) preparations for the commencement of any suit for the foreclosure hereof after accruit it such right to foreclose whether or not actualty commenced; or (c) preparations for the defense of any actual or threatened suit or proceeding which might affect the premises or the security hereof.
- 1). 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 item, as are mentioned in the preceding paragraph hereof; second, all other items which under the terms hereof constitute secured indebteomess of those to that evidenced by the note, with interest thereon as herein provided; (bird, 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 vines of the premises of 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, he can be 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 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 Mortgagos shall have the right to inspect the premises at all reasonable limes and access thereto shall be permitted for that
- purpose.
- 93 (ce man The Morrgagors shall periodically deposit with the Morrgagos with sums a large and assessment on the seaming. No such deposit shall been 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.
- Mortgages shall release this mortgage and lien thereof by proper instrument upon payment and discharge of all indebtedness hereby and nevertal a consensual for the discharge of With secured hereby a
  - 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.
  - \*provided, however, if such default may not resconably be cured within such 15-day period, it shall not constitute a default hereunder if Mortgagor commandes to cure the default within such 15-day period and diligently proceeds to cure such default within 60 days after notice thereof.

# 92513319

## UNOFFICIAL CO

EXHIBIT "A"

### LEGAL DESCRIPTION

PAHCEL 1!

That part of the East half of the South East quarter of Section 22, Township 36 North, Range 13 Bast of the Third Principal Meridian described as follows: Beginning at the point of intersection of the Northerly line of 167th Street and Westerly line of Crawford Avenue (said Westerly line being 50 feet West of the East line of Section 22 aforesaid) thence North along the Westerly line of Crawford Avenue a distance of 200 feet; thence Westerly parallel with the North line of 167th Street a distance of 200 feet; thence Southerly parallel to the West line of Crawford Avenue a distance of 200 feet of the North line of 167th Street; thence Easterly along the North line of 167th Street's distance of 200 feet to the place of beginning except that part described as follows: That part of the Bast half of the South East Fractional quarter of Section 22, Township 36 North, Range 13 Bast of the Third Principal Meridian South of the Indian Soundary line; bounded and described as follows:

Beginning at the point of intersection of the Northerly line of 167th Street and the Westerly line of Crawford Avenue, said Westerly line being 50 feet West of the East line of Section 22 aforesaid; thence West on said Northerly line 200 feet; thence Northerly on a line parallel with said Westerly line of Crawford Avenue to its intersection with a line 50 feet North of and parallel with the South line of said Nouth East Fractional quarter; thence East on said 50 feet parallel line to a point 10 feet East of said Westerly line of Crawford Avenue, (as measured on said parallel line); thence Northeasterly to a point on the Westerly line of Crawford Avenue aforesaid 27 feet North of the point of beginning; thence South to the point of beginning, in Cook County, Illinois. Office

Common Address:

16659 South Crawford Markham, Illinois

P.I.N. 1

28-22-405-016

#### PARCEL 2:

EASEMENT APPURTENANT TO AND FOR THE BENEFIT OF PARCEL 1 AS SET FORTH AND DEFINED IN THE GRANT OF EASEMENT RECORDED OCTOBER 7, 1991 AS DOCUMENT NUMBER 91521964.