CAUTION: Consult a lawyor before using or acting under this form. Neither the publisher nor this seller of this from makes any warranty with respect thereto including any werranty of merchantability or fitness for a purificular purpose.

March 1

92059313

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WAJIH W. KHAI	LED and	AMAL	W. KH	ALED, h	is w	i f
of 9818 Laurer	Lane,	Niles	3, IL (60648		
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nerem reterred to as "Morig	agors," and	NAEIM	GRAYI	3 HAMED)	
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DEPT-01 RECORDING T#4444 FRAN 1742 01/29/92 15:48:00

#1548 # D # ~ 22~05/2313

COOK COUNTY RECORDER

92059313

(STATE) 00928 Above Space For Recorder's Use Only herein referred to as "Mortgagee," witnesseth

...91

THAT WHEREAS the Mortgagors are justly indebted to the Mortgagee upon the installment note of even date herewith, in the principal sum of One Hundred Thousand and no/100----(\$100,000.00 payable to the order of and delivered to the Mortgagee, in and by which note the Mortgagots promise to pay the said principal sum and interest at the rate and in installments as provided in said note, with a final payment of the balance due WMMXXXXXMWK UPON DEMAND 19 ..., and all of said principal or a recrest 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 appointment, then at the office of the Mortgagee at PADRE COLON 207, RIO PIEDRAS, PUERTO RICO 00928

NOW, THERI FORE, the Mortgage is a secure the payment of the aid principal sum of money and said interest in accordance with the terms, provisions and limitations of this mortgage, and the performed, and also in consideration of the sum of One Dollar in hane pend, the receipt whereof is needly acknowledged, do by these presents CONYEY AND WARRANT unto the Mortgagee's successors is assisting, the following described Real Estate and also their estate, right, title and interest therein, situate, lying Cook and being in the Village of Niles COUNTY OF AND STATE OF BELINOIS, to wit

LOT 93 EXCEPT THAT PART THEREOF LYING SOUTHERLY OF A LINE PARALLEL TO AND 10.0 FEET (MEASURED AS A PERPENDICULAR DISTANCE) NORTHERLY OF THE SOUTHERLY LINE OF CAID LOT 93 AND LOT 94, EXCEPT THAT PART THEREOF LYING NORTHERLY OF A LINE PARALLEL TO AND 31.26 FEET (MEASURED AS A PERPENDICULIR DISTANCE) SOUTHERLY OF THE NORTHERLY LINE OF SAID LOT 94 IN CHLISTERFIELD GOLDEN ESTATE, BEING A SUBDIVISION OF PART OF THE WEST 1/2 OF THE SOUTH EAST 1/4 OF FRACTIONAL SECTION 11, TOWNSHIP 41 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

which, with the property hereinafter described, is referred to herein as the "premises,"

Permanent Real Estate Index Num	ber(s):	09-11-	-427-0	30-0000	1		 	
Address(es) of Real Estate:	9818	Lauren	Lane,	Niles,	IL	FJ618	 	

FOGE THER with all improvements, tenements, easements, fixtures, and appurtenances thereto be an are, and all rents, issues and profits thereof for so long and during all such times as Mortgagors may be entitled thereto (which are pledged primarily and on a journey with said real estate and not secondardy) and all apparatus, equipment or articles now or hereafter therein or thereon wed to supply heat, gas, air conderons, "Mater, light, power, refrigeration (whether single units or centrally controlled), and sentitation, including (without restricting the foregoing), screens, wine ow shades, storm doors and windows, floor coverings, mador beds, awrings, stoves and water heaters. All of the foregoing are declared to be a part of said real effect whether physically attached thereto or not, and it is agreed that all similar apparatus, equipment or articles hereafter placed in the premises by Mortga to you their successors or assigns shall be considered as constituting part of the real estate.

[O HANT ASID 10 (10 to the measurement of the state of the premise of the premise

FOHAVE AND TOHOLD the premises unto the Mortgages, and the Mortgages's successors and assigns, torever, for the purposes, and upon the uses herein set forth, free from all rights and benefits under and by virtue of the Homestead Exemption Laws of the State of Theory, sinch said rights and benefits the Mortgagors do hereby expressly release and wave

The name of a record owner is Wajih W. Khaled and Amal W. Khaled

This mortgage consists of two pages. The covenants, conditions and provisions appearing on page 2 (the reverse side of this it ortgage) are incorporated herein by reference and are a part hereof and shall be binding on Mortgagors, their heirs, successors and assigns.

and year of Mortgagers the glay and year it st above written.

WAJIH W. KHALED (Seat) Witness the hand IV. K. haled PLEASE PRINT OR TYPE NAME(S) AMAL W. KHALED SIGNATURE(S)

Care 1, the undersigned, a Notary Public in and for said County State of Himors, County of 35. Wajih W. Khaled and Amal W. Khaled, "OFFICIAL SEAL his wife

BARBABA FRANK
NOTARY PUBLIC STATE OF ILLINOIS Juntily known to me to be the same persons whose name s are subscribed to the foregoing instrument.

MY COMMISSION EXPIRES 11/28/SUPErical before me this day in person, and acknowledged that t hey signed, sealed and delivered the said instrument as the conditional person and columns as to the conditional person and columns. n be State aforesaid, DO HEREBY CERTIFY that

	eir n	rec ar	id voluntary act	. For the usi	es an	d purposes there	in set forth, inch	iding the release an	id waiver of the
Given under my hand and official Commission expires		/		Lis of	1	Muck	bara -	€usak	19 91
This instrument was prepared by	ROBERT	G.		134 I			Street,	Chicago,	J. L.
Mail this instrument to									

(STATE)

UNOFFICIAL COPY

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 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 Mortgage; (4) complete within a reasonable time any buildings 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, firmish to the Mortgagore 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 hers become 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 of the holder thereof, then and in any such event, the Mortgagors, upon demand by the Mortgagee, shall pay such taxes or assessments of 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 wither covenant to hold harmless and agree to indemnify the Mortgagoe, and the Mortgagoe'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 shift have such privilege of making prepayments on the principal of said note (in addition to the required payments) as may be provided it said note.
- 6. Mortgagors shall keep a' b aldings and improvements now or hereafter situated on said premises insured against loss or damage by fire, lightning and windstorm onde policies providing for payment by the insurance companies of moneys sufficient either to pay the cost of replacing or repairing the serie a to pay in full the indebtedness secured hereby, all in companies satisfactory to the Mortgagee, under insurance policies payable, in cise 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 renewal policies not less than ten days prior to the respective dates of expiration
- 2. In case of default therein, Mortgages in a short need not, make any payment of 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 ensumbrances, if any, and purchase, discharge, compromise or settle any tax hen or other prior hen or title or claim thereof, or redeem from any tax sale or forfeiture affecting said premises or conject any tax or assessment. All monesy paid for any of the purposes herein authorized and all expenses paid or incurred in connection therewith, including attorneys fees, and any other moneys advanced by Mortgage to protect the mortgaged premises and the lien hereof, shall be so much additional indebtodness secured hereby and shall become immediately due and payable without notice and with interest there or at the highest rate now permitted by Illinois law function of Mortgages shall never be considered as a waiver of any right accruing to the fortgage 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 inomy into the accuracy of such bill, statement or estimate or into the validity of any tax, assessment, sale, forfeiture, tax lien or title o claim thereof.
- 9. Mortgagors shall pay each item of indebtedness herein numbered, both principal and interest, when due according to the terms hereof. At the option of the Mortgagee and without notice to Mortgigors, all unpaid indebtedness secured by this mortgage shall, notwith-standing anything in the note or in this mortgage to the contrary, become the and payable (a) immediately in the case of default in making payment of any installment of principal or interest on the note, or (b) their 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 by "coeleration or otherwise. Mortgagee shall have the right to forcelose the lich hereof. In any suit to forcelose the lich 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 6 on behalf of Mortgagee for attorneys' fees, appraiser's fees, outlays for documentary and expert evidence, stenographers' charges, publicating 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 Morgagee may deem to be reasonably necessary either to prosecute such suit or to evidence to bidders at any sale which may be had pursaint to such decree the true condition of the file to or the value of the premises. All expenditures and expenses of the nature in this paraginal mentioned shall become so much additional indebtedness secured hereby and immediately due and payable, with interest thereon at the high strate now perimited by Illinois law, when paid or incurred by Mortgagee in connection with (a) any proceeding, including probate and oar scriptly proceedings, to which the Mortgagee 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 accrual of such light to foreclose whether or not actually commenced; or (c) preparations for the defense of any actual or threatened suit or proceeding 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 of priority. First, on account of all costs and expenses incident to the foreclosure proceedings including all such items as are order need in the preceding paragraph hereof; second, all other items which under the terms hereof constitute secured indebtedness additional to shall evidenced by the note, with interest thereon as herein provided; third, all principal and interest remaining unpaid on the note; four a large any overplus to Mort gagors, 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 conjlaint is filed may appoint a receiver of said premises. Such appointment may be made either before or after sale, without notice, without courd to the solvency or insolvency of Mortgagors at the time 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 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.
- 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 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 hable 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.