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## MORTUNIO FFICIAL COPY 5 7

South 1/2 of the North 1/2 of the South East 1/4 of Section 17, Township 38 North, Range 14, East of the Third Principal Merkshen, in Cook County, Illinois.  PERMANENT HEAL ESTATE INDEX NUMBER: 20-17-415-014  ADDRESS OF PREMISES: 6049 S. Green, Chicago, Illinois  PREPARED BY: Better Builders Buree; 3806 N. Cicero Chicago, Illinois 60641  Which with the property heritable described, is inferted to herein as the "premises."  1/3 (Fifther with all improvements) temement, datures, and appurenances theret is belonging, and all real size was and profits thereof for who long and during all such times as Mortgagors was betterful which are pledged primarily and one parity with solid as least seven and in secondarily and all apparatus, captiment or articles now or hereafter herein and thereon used to supply hear, gas, air conditioning, water, Igin lower, refrigeration (whether single units or cartrally controlled), and venilation, including twittout restricting the foregoing; reference to extra large controlled, and venilation, including twittout restricting the foregoing; reference whether physicallysis aciped theretour motion, and time apparatus and windows, thou convertings, awarings, stores and water heaters. All of the foregoing are declined to be a part of said real-state whether physicallysis aciped theretour motion, and time apparatus and windows. But the considered a constituting part of the refer to mall regions and the American structure of the proposes, and upon the use constituting part of the refer to mall regions and benefits under and by virtue of the Homestead Exemption Laws of the State of Illinois, which said rights and benefit such Mortgagors do hereby cytrestyle relaxes and waive.  This martingue consists of two pages. The coverants, conditions and provisions appearing on page 2 (the reverse side of this mortgage) are incorporated herein by reference and waive.  This martingue consists of two pages. The coverants, conditions and provisions appearing on page 2 (the reverse side of this marting part of	; ; ;						
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Settler Builders Bureau, Inc.  3806 N. Cleero, Chicago, 1111nois  (ICTO)  (ICT	6049 S. Green,	Chicago, Illinios D STREED	CPTY)	(STATE)			
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ADDRESS OF PREMISES:  6049 S. Green, Chicago, Illinois  PREPARED BY:  Better Builders Burea: 3806 N. Cicero Chicago, Illinois 60641  Which, with the property herinatter described, is referred to herein as the "premises."  TOGETHER with all improvements, tenement, cassements, fixtures, and appurtenances therets belonging, and a fren s, issues and profits thereof for so long and during all whet lines as Mortgagors may be entitled thereto twich the are fledged primarily and on a parity with wird selected and not secondarily and all apparatus, equipment or articles and not recondarily and all apparatus, equipment or articles and not secondarily and all apparatus, equipment or articles and work in the surface of the surface recoverings, awnings, stores and water heaters. All of the foregoing, a reconditioning, water, fight power, refrigeration (whether surface and water to entitle), and ventilation, medical in the premises with or state the there, window shades, store doors and windows. How constituting part of the real estate.  TO INVEX AND TO INOLD the premises unto the Mortgagee, and the Mortgagee's successors and assigns, forever, for the purposes, and upon the uses horein set forth, free from all rights and benefits under and by virtue of the Humestead Exemption Laws of the State of Illinois, which said rights and benefits the Mortgagore of hereby expressly release and waive.  This mortgage consists of two pages. The covenants, conditions and provisions appearing on page 2 (the reverse side of this mortinge) are incorporated herein by reference and are a part hereof and shall be binding on Mortgagors, their heirs, successors and assigns.  Witness the hand and sent of Mortgagors the day and wew written.  Witness the hand and sent of Mortgagors the day and were flex to the sent page of the page of the sent page of	contract from time to time unpa d 1 71 monthly installments of \$ 125.62 each beginning 30 days after completion 16 monthly installments of \$ 125.62 each beginning and a final installment of \$ 125.62 each beginning together with interest after maturity at 0. Annual Percentage Rate of 21.98 as stated in the contract, and all of said indebtedness is made payable at such place as the holders of the contract yax, from time to time, in writing appoint, and in the absence of such appointment, then at the office of the holder at Better Bullders Bureau 30.6 N. Cicero, Chicago, Illinois.  NOW, THEREFORE, the Mortgagory of scene the payment of the said sum in accordance with the terms, provisions and limitations of that Retail Installment Contract and this mortgage, and the performance of the covenants and agreements herein contained, by the Mortgagors to be performed, do by these presents CONVEY AND WARRANT unto the Mortgage and the Mortgagee's successors and assigns, the following described Real Estate and all of their estate, right, title and interest therein, situate, lying and being in the City of Chicago.  Lot 16 in Block 1 in Minnick's Sibdivision of the East 111/4 acres of the South 1/2 of the South 1/2 of the South 1/2 of the South East 1/4 of Section 17, Township 38 North, Range 14, East of the Third Principal Meritian, in Cook County, Illinois.						
ADDRESS OF PREMISES:  6049 S. Green, Chicago, Illinois  PREPARED BY:  Better Builders Burea: 3806 N. Cicero Chicago, Illinois 60641  Which, with the property herinatter described, is referred to herein as the "premises."  TOGETHER with all improvements, tenement, cassements, fixtures, and appurtenances therets belonging, and a fren s, issues and profits thereof for so long and during all whet lines as Mortgagors may be entitled thereto twich the are fledged primarily and on a parity with wird selected and not secondarily and all apparatus, equipment or articles and not recondarily and all apparatus, equipment or articles and not secondarily and all apparatus, equipment or articles and work in the surface of the surface recoverings, awnings, stores and water heaters. All of the foregoing, a reconditioning, water, fight power, refrigeration (whether surface and water to entitle), and ventilation, medical in the premises with or state the there, window shades, store doors and windows. How constituting part of the real estate.  TO INVEX AND TO INOLD the premises unto the Mortgagee, and the Mortgagee's successors and assigns, forever, for the purposes, and upon the uses horein set forth, free from all rights and benefits under and by virtue of the Humestead Exemption Laws of the State of Illinois, which said rights and benefits the Mortgagore of hereby expressly release and waive.  This mortgage consists of two pages. The covenants, conditions and provisions appearing on page 2 (the reverse side of this mortinge) are incorporated herein by reference and are a part hereof and shall be binding on Mortgagors, their heirs, successors and assigns.  Witness the hand and sent of Mortgagors the day and wew written.  Witness the hand and sent of Mortgagors the day and were flex to the sent page of the page of the sent page of	PERMANENT REAL	ESTATE INDEX NUMBER:	20-17-41	5-014	,		
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the State aforesaid, DO HEREBY CERTIFY thatEmily WJackson	PRINT OR TYPE NAME(S) BELOW	Emily W. Jackson	ju j	(Scal)			
IMPRESS personally known to me to be the same person	State of Illinois, County of		ERTIFY that	Emily W.		y in	
SEAL person, and acknowledged thatShe signed, sealed and delivered the said instrument asNer free and voluntary act, for the HERE uses and purposes therein set forth, including the release and walver of the right of homestead.  Given under my hand and official seal OFFICIAL SEAL 7 day of	ga assasa					ma this day in	
Given under my hand and official seal OFFICIAL SEAL 7 day of MAILUM  ZACHAR FITZERSHTEIN III Zachar Schaufum  Notary Public  Notary Public	SEAL	person, and acknowledged thatSite	signed, scaled a	nd delivered the w	aid instrument as <u>ner</u> free and volunta		
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ADDITIONAL CONVENANTS, CONDITIONS AND PROVISIONS REFERRED TO ON THE REVERSE SIDE OF THIS MORTGAGE AND INCORPORATED THEREIN BY REFERENCE.

- 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 hereof; (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 Mortgagee or to holder of the contract; (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; (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, furnish to Mortgagee or to holders of the contract 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. Mortgagors shall keep all buildings and improvements now and 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 same or to pay in full the indebtedness secured hereby, all in companies satisfactory to the holders of the contract, 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 holder of the contract and in case of insurance about to expire, shall deliver renewal policies not less than ten days prior to the respective dates of expiration.
- 4. In case of default therein, Mortgagee or the holder of the contract 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, coin, romise or settle any tax lien or other prior lien on title or claim thereof, or redeem from any tax sale or forfeiture, affecting said premises or contest any training the sessment. All moneys paid for any of these purposes herein authorized and all expenses paid or incurred in connection therewith, including attorneys' fees, and any other moneys advanced by Mortgagee or the holders of the contract to protect the mortgaged premises and the lien hereof, shall be so much additional indebtedness of curred hereby and shall become immediately due and payable without notice. Inaction of Mortgagee or holders of the contract shall never be considered as a valver of any right accruing to them on account of any default hereunder on the part of the Mortgagors.
- 5. The Mortgagee or the holder of the contract hereby secured making any payment hereby authorized relating to taxes and assessments, may do so according to any bill, statement or estimate procured a or 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 lier, or title or claim thereof.
- 6. Mortgagors shall pay each item of indepte does herein mentioned, when due according to the terms hereof. At the option of the holder of the contract, and without notice to the Mortgagors, all unpaid inceptedness secured by the Mortgago shall notwithstanding anything in the contract or in this Mortgago to the contrary, become due and payable (a) in the case of de ault in making payment of any instalment on the contract which default shall continue for 30 days, or (b) when default shall occur and continue for three days in the performance of any other agreement of the Mortgagors herein contained.
- 7. When the indebtedness hereby secured shall become die whether 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 or holder of the contract for attorneys' fees, appraiser's fees, outlays for documentary and experts evidence, stenographers' charges, publication costs and costs (which may be elimated as to items to be expended after entry of the decree) of procuring all such abstracts of title, title searches and examinations, guarantee policies. Torrens or title area and similar data and assurances with respect to title as Mortgagee or holder of the contract may deem to be reasonably necessary either to prosecute as the subject of the nature in this paragraph mentioned shall become so much additional indebtedness secured hereby and immediately due and payable, when paid or in the contract in connection with (a) any proceeding, including probate and bankruptcy proceedings, to which either of them 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 right to foreclose whether or not actually commenced or (c) preparations for the defense of any threatened suit or proceeding which might affect the premises or the security hereof whether or not actually commenced.
- 8. The proceeds of any foreclosure sale of the premises shall be distributed and apriled 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 mentioned in the proceeding paragraph hereof; second, all other items which under the terms hereof constitute secured indebtedness additional to that evidenced by the contract thind, all other indebtedness, if any, remaining unpaid on the contract, fourth, any overplus to Mortgagors, their heirs, legal representatives or assigns as their right, may appear.
- 9. Upon, or at any time after the filing of a bill to foreclose this mortgage the court in which such bia is filed may appoint a receiver of said premises. Such apointment may be made either before or after sale without notice, without regard to the solvency of it selvency 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 receiver on the mortgage hereunder may be appointed as such receiver. Such receiver shall have power to collect the rents, issues and profits of said pr. m. er 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, 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 indebedness 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 mich decree, provided such application is made prior to foreclosure sale; (2) the deficiency in case of a sale and deficiency.
- 10. No action for the enforcement of the lien or any provision hereof shall be subject to any defense which would not be good and a callable to the party interposing same in an action at law upon the contract hereby secured.
- 11. Mortgagee or the holder of the contract shall have the right to inspect the premises at all reasonable times and access ther to shall be premitted for that purpose.
- 12. If Mortgagors shall sell, assign or transfer any right, title or interest in said premises, or any portion thereof, without the written consent of the holder of the contract secured hereby, holder shall have the right, at holder's option, to delcare all unpaid indebtedness secured by this mortgage to be immediately due and payable, anything in said contract or this mortgage to the contrary notwithstanding.

YEOR O	VALUABLE C	ASSIGNMEN ONSIDERATION, Mortgagee hereby sells, assigns and transfe	
Date .		Mortgagee Better	Builders Bureau INC
D.		By	FOR RECORDERS INDEX PURPOSES INSERT STREET ADDRESS OF ABOVE DESCRIBED PROPERTY HERE
E L	NAME '	SMITH ROTHCHILD FINANCIAL CORF. 221 N. LaSALLE ST., SUITE 1300	
I V E	cury	CHICAGO, ILLINOIS 60601	This Instrument Was Prepared By

OR

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INSTRUCTIONS