## UNOFFICIAL COPY

	MORTGAGE (Illino)			4 1			4.17	
	or use with hole Form no.	1447		(Above S	pace For Recor	der's Use Only)	219445	9
THIS II	NDENTURE, made	February	24 19	92 , between -	Roy H111			
	<u> </u>	17) Plumme	r Avenue, Ca	lumet City.	_IL60409 el)	(Clty)		State)
herein ri	ferred to as "Mortgage	pre," and	ames R. Mech	a, divorced	and not s	ince remarr	led	
	11 - 156th St (No. and Street) AT, WHEREAS, the M	Calumer C	(Cliy)	(State	h )) h	erein referred to a	ks "Mortgage	e," wilnessell
	even Thousand F							ne brincipat s
DOLLA	RS (\$.7,500.00	interest at the	e to the order of rerate and in installa	and delivered to the	he Mortgagee, in in said note, w	and by which no ith a final payme	ote the Morigi	igors promise nce due on
29 tl	day of January	199.7	, and all of said p	rincipal and intere	est are made pa	yable at such pla	ce as the hole	lers of the n
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provision formed.	W. THEREFORE, the ns and limitations of the and also in corn, and Y and WARPANT out gal, title and interest the	is mortgage, and on of the sum in the Mortgage	d the performance of One Dollar in each the Mortgas	of the covenants of hand paid, the re- see's successors and	and agreements :ceipt whereof i id assigns, the fo	herein contained, is hereby acknow offowing described	hy the Mortg ledged, do≎by d Reni Estate:	agors to be p / these/prese and all of th
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	South soft	tre Southe datrincipa	east } of Sec 1 Meridian,	tion 8, Tow in Cook Cou	mship 36 N nty, Illin	orth, Range	15 East	
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THE COVENANTS, CONDITION AND PROVISIONS (EPERPAD TO UNITED THE REVERSE SIDE OF THIS MORTGAGE):

- 1. Mortgagors shall (1) promptly repair, restore or reliable any hulldings 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 fiens 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 prioritien 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 alterallons 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 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 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 inxation 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 reinting in the taxation of mortgages or dobts secured by mortgages or the mortgages or the debt secured hereby or the holder thereof, then and in any such event, the Mortgagors, upon demand by the Mortgages, shall pay such taxes or assessments, or reintburse the Mortgages (herefor; 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 maximum 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 hereby secured, the Mortgagors covenant and agree to may 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 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 Mortgagor the lawe 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 keep an buildings and improvements now or hereafter situated on said premises insured against loss or damage by fire, lightning and windstort under policies providing for payment by the insurance companies of moneys sufficient either to pay the cost of replacing or repairing the rane or to pay in full the indebtedness sectived hereby, all in companies satisfactory to the Mortgagee, and rights to be evidenced by the standard mortgage clause to be nilached to each policy, and shall of ver 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.
- 7. In case of default therein, Mortgaree may, but need not, make any payment or perform any act hereinbefore required of Mortgagors in any form and manner deemed expedient, are 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 fien or liftle or claim thereof, on 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 derevith, including attorneys' fees, and any other moneys advanced by Mortgagee to protect the mortgaged premises and therefore, nall he 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 taw. Inaction of Mortgagee shall never be considered as a waiver of any right accruing to the Mortgagee on account of any default hereunder on the part of the Mortgagors.
- 8. The Mortgagee making any payment hereby authorized relating to taxes or assissments, 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 title (relaim thereof.

  9. Mortgagors shall pay each item of indebtedness herein relationed, both principal and interest, when due according to the terms hereof. At the option of the Mortgagee 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 of each payable (a) immediately in the case of default in making 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 agreement of the Mortgagors herein contained.
- 10. When the indebtedness hereby accured shall become due whether by acceleration or intherwise. Mortgagee 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 indebtedness in the decree for sale all expenditures and expenses which may be paid or incurred by c. on behalf of Mortgagee for attorneys fees, appraiser's fees, outlays for documentary and expert evidence, stemparaphers' charges, puolication 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 little to or the value of the premises. All expenditures and expenses of the nature in this parage on a such decree the true condition all 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 a... b. inkruptcy 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 soit for the foreclosure hereof after accural of such right 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.
- ft. 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 nentioned in the preceding paragraph hereof; second, all other items which under the terms hereof constitute section indebtedness additional 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 Mortgagers at the time of application for such receiver and without regard to the then value of the remises or whether the same shall be then occupied as a homestead or not, and the Mortgage 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 tale and a deficiency, during the full statutory period of reclemption, 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 upply 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 available to the party interposing same in an action at law upon the note hereby secured.
- 14. The Mortgagee shall have the right to impect 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 he 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.