CAUTION. Consoil a leaver before many or acting circler this form. Neither the publisher nor the seller of this form makes any warranty with respect thereto, including any warranty of mercha-rebility or flaves for a particular purpose.

THIS INDENTURE, made	\$266 (-01 RESORTING - \$100) - የቅናትትት (የዕዚህ 7177 04/11/20 10:10:10:10: - ቁርያወያ ፍ ያን - ቀር ም ም - ም/ረር ነ ም/ርር
Zijo Gargovich and Ifeta Gargovich, his wife, of	. COOP (GONT) WAS DRIVEN
8216 Mamlin, Chicago, 1111nois	
(NO AND STREET) (CITY) (BTATE) herein referred to as "Morigagors," and L. RUBHELL CATEWILEHE OF	•
2767 Euglid Park Place, Evanston, Illinois 60201	92261959
(NO AND STREET) (CITY) (STATE)	0,0,00,000
herein referred to as "Mortgagee," witnesseth:	Above Space For Recorder's Use Only
THAT WHEREAS the Mortgagors are justly indebted to the Mortgagee upon the install	DOLLARS
(\$ 10, 200, 00)), payable to the order of and delivered to the Mortgagee, in and by sum and interest at the rate rod in installments as provided in said note, with a final payment of the policy and all of said principal and interest are made payable at such place as the holders of the not such appointment, then at the object of the Mortgagee at L. Russell Cartwrig. Evansion 1111nois 60201. NOW, THEREFORE, the Morgan ors to secure the payment of the said principal sum of morand limitations of this mortgage, and the performance of the covenants and agreements herein consideration of the sum of One Dollar, a by, dipart, the receipt whereof is hereby acknowledged.	te may, from time to time, in writing appoint, and in absence ht., 27.67. Eucl. Id. Park. Place,
Mortgagee, and the Mortgagee's successors as dissigns, the following described Real Estate and all and being in theCLEY_Of_Chicae	if of their estate, right, title and interest therein, situate, tying
LOT 18 AND THE SOUTH 1/2 OF ECT 19 IN BLOCK 4 IN METROPOPRAIRIE ROAD GARDENS, BEING A SUBSTITION OF LOTS 3 AND SUPERIOR COURT PARTITION (EXCEPT THE NORTHEAST CORNER LOTHE SOUTH EAST 1/4 OF SECTION 22, TOWNSHIP 41 NORTH, RAIL/4 OF SECTION 23, TOWNSHIP 41 NORTH, RANGE 13, EAST OF MERIDIAN IN COOK COUNTY, ILLINOIS.	4 IN BLOCKS 2 AND 3 IN OT 3) OF THE EAST 1/2 OF NGE 13, AND THE SOUTHWEST
which, with the property hereinaiter described, is referred to herein as the "premit os,"	
Permanent Real Estate Index Number(s): 10-23-312-049 0000	The symmetric state of the medical state of the state of
Address(es) of Real fistate: 8216 Hamlin, Chicago, Illinois	
TOGETHER with all improvements, tenements, easements, fixtures, and appurtenances ther long and during all such times as Mortgagors may be entitled thereto (which are pledged primarily all appuratus, equipment or articles now or hereafter therein or thereon used to supply heat, gas, a single units or centrally controlled, and sentilation, including (without restricting the foregoing) coverings, mador beds, awnings, stoves and water heaters. All of the foregoing are declared to be a or not, and it is agreed that all similar apparatus, equipment of articles hereafter placed in the preconsidered as constituting part of the real estate. TO HAVE AND TO HOLD the premises unto the Mortgagee and the Mortgagee's soccesso herein set forth, free from all rights and benefits under and by virtue of the Homestead Exemption the Mortgagors do hereby expressly release and waise. The name of a record owner is 21 Jo Gargovich and Ifera Gargovich. This mortgage consists of two pages, the covernants, conditions and provisions appearing on herein by reference and are a part hereof and shall be binding on Mortgagors, their heirs, successor witness the hand and scal of Mortgagors the day and year first above written. PLEASE Z1 Jo Gargovich	nd oil a y rity with said real estate and not secondarily) and in concau me, water, light, power, refrigeration (whether secretis, w allow shades, storin doors and windows, their part of said real estate whether physically attached thereto mises by Mortga are or their successors or assigns shall be its and assigns, forever, on the purposes, and upon the uses Law of the State of thinoi, which said rights and benefits page 2 (the reverse side of fair mortgage) are incorporated in and amigns.
PRINTOR TYPE NAME(S)	our government of
BELOW SIGNATURE(S)	
OFFICIAL SEAm the State atores and, DO HEREBY CERTIFY thatZL10_GQZ VEN_J. BERNSTEDMES wife WPHEBLIC, STATE OF ILLIBROSHIP known to me to be the same person S whose name S CORRESION EXPIRES 3/24/18/16/19 before me this day in person, and acknowledged that h	are subscribed to the foregoing instrument, ey signed, sealed and delivered the said instrument as
right of homestead right right of homestead right right of homestead right	therein set forth, including the release and waiver of the
Given under my hand and official segl, this	19 92
This instrument was prepared by John T. Even, Roberts, Simon & Even	Ltd. 1620 Colonial Parkway, Inverse
(NAME AND ADDRESS)	IT DOOD
Mail this instrument to John T. Even. Roberts. Simon & Even. Ltd. (NAME AND ADDRESS)	60067

NOFFICIAL CO 1 (THE REVERSE SIDE OF THIS THE COVENANTS, CONDIT

- 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 Mortgagee; (4) complete within a reasonable time any building or buildings now or at any time in process of crection 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 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 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 liens herein 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 mortgagee's interest in the property, or the manner of collection of taxes, so as to affect this mortgage or the debt secured hereby or the holder thereof, then and in any such event, the Mortgagors, upon demand by the Mortgagee, shall pay such taxes or assessments, or 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 for the covenant to hold harmless and agree to indemnify the Mortgagoe, and the Mortgagoe's successors or assigns, against any liability in our d 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 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. Mortgagors shall keer all buildings and improvements now or hereufter situated on said premises insured against loss or damage by fire, lightning and windstorn, of our 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 Mortgagee, 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 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, Morigagee 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, controlline or settle any tax lien or other prior lien or title or claim thereof, or 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 the ewith, including attorneys' fees, and any other moneys advanced by Mortgagee to protect the mortgaged premises and the lien hereof, ihall be so much additional indebtedness secured hereby and shall become immediately due and payable without notice and with interest thereof at the highest rate now permitted by Illinois law. 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 assessments, 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 time or claim thereof.

- validity of any tax, assessment, sale, forfeiture, tax lien or time or claim thereof.

 9. Mortgagors shall pay each item of indebtedness herein mattored, 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 due and 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 of (c) immediately in the event of the Sale of the above Real Estate by the above record owner or Mortgagors.

 10. When the indebtedness hereby secured shall become due whether or acceleration or otherwise, Mortgagee shall have the right to foreclose the lien hereof. In any suit to foreclose the lien hereof, there shall be illuded as additional indebtedness in the decree for sale all expenditures and expenses which may be paid or incurred by r on behalf of Mortgagee for altorneys fees, appraiser's fees, outlays for documentary and expert evidence, stenographers' 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 or title stelle searches, and examinations, title insurance policies, Torrens certificates, and similar data and assurances with respect to title as don't age may deem to be reasonably necessary either to prosecute such suit or to evidence to bidders at any sale which may be had pirsuant 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 para, and mentioned shall become so much additional indebtedness secured hereby and immediately due and payable, with interest thereon at the normal contract by Mortgagee in connection with (a) any proceeding, includi
- 11. The proceeds of any foreclosure sale of the premises shall be distributed and applied in the tollowing order of priority: First, on account of all costs and expenses incident to the foreclosure proceedings, including all such items as are n entirined in the preceding paragraph hereof; second, all other items which under the terms hereof constitute secured indebtedness additional to that evidenced by the note, with interest thereon as herein provided; third, all principal and interest remaining unpaid on the note; to the 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 on plaint is filed may cappoint a receiver of said premises. Such appointment may be made either before or after sale, without notice, without rejurd to the solvency of 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 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 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 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.
- This mortgage is a Second Mortgage which is specifically subordinated to that certain first mortgage by mortgagors to Associated Financial Servicesdated and recorded February 5, 1992 in the Cook County Recorder's Office as document Fe 92 67 43 67