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#### MORTGAGE

pustand endwife

KNOW ALL MEN, that Donald P. Riff and Alison Bell Riff, party of the first part, in consideration of the sum of Sixty-Nine Thousand Thirty Six and 80/100 Dollars (\$69,036.80) in hand paid by Joseph F. Bell and Elaine T. Bell, parties of the second part, receipt whereof is hereby acknowledged, does hereby grant, bargain, sell, and convey to said parties of the second part, the following described real estate, situated and being in the County of Cook, State of Illinois, and known and legally described as follows:

Lots 4 and 5 in Cook and Scoville's Subdivision of Blocks 8 to 19 inclusive in Scoville's Subdivision of West 1/2 of the Northeast 1/4 of Section 7, Township 39 North, Range '3 East of the Third Principal Meridian, in Cook County, Illinois.

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P.I.N. 16-07-202-012 and 16-07-202-013, commonly known as 403 North Earl Avenue, Oak Park, Illinois

together with the privileges and appurtenances to the same belonging, and all of the rents, issues, and profits which may arise or to be had therefore.

The said party of the first part of her heirs, executors, and administrators, hereby covenants that she is well and truly seized of a good and merchantable title to the premises above conveyed in law, in fee simple, and that she forever warrants and defends the same to the parties of the second part against all claims whatsoever.

The said party of the first part, her nairs, executors, administrators, and assigns, covenants and agrees with the said parties of the second part, to insure and keep insured the buildings thereon against loss or damage by fire or windstorm. Such insurance is to be payable in case of loss to the said parties of the second part, as her mortgage interest may appear, and to pay, when due and payable, all taxes and assessments now or hereafter assessed or levied against the real estate described in this mortgage. Party of the first part agrees to deliver annually to the parties of the second part a tax bill indicating that all general real estate taxes have been paid when due.

Provided always and upon the express condition that if the party of the first part, her heirs, executors, administrators, or assigns, pay or cause to be paid to the said parties of the second

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part, the sum of Sixty Nine Thousand Thirty Six and 80/100 Dollars (\$69,036.80), according to the conditions of a certain Note bearing even date herswith, executed by the party of the first part to the said parties of the second part, and shall moreover keep such building or buildings insured, as above mentioned, and shall pay all taxes and assessments hereinabove referred to, as aforesaid, then these presents and said note shall cease and be null and void. In case of the non-payment of the sum of money to be paid as set forth in this Mortgage at the time when the same shall become due, or the fablure to perform any of the covenants or agreements by said party of the first part to be kept and performed, then, in such case, the whole amount of said principal sum shall, at the option of the said parties of the second part, be deemed to have become due and payable and the same, together with all sums of money which may be or have been paid by the said party of the first part, her heirs or assigns, for or on account of insurance, taxes, or assessments, shall thereup n be collectible in a suit at law, or by foreclosure of this mortgage in the same manner as if the whole of said principal sum and accrued interest had been made payable at the time when any such failure shall occur as aforesaid, and the judgment or decree in the suit brought to foreclose, the same shall embrace with the said principal debts and interest all the sums so paid for on account of insurance, taxes, or assessments, and it shall be lawful in such case, or in either case, for the said parties of the second part to grant, sell, or convey the said real estate with the appurtenances thereunto belonging at a public sale, and on such sale to make and execute to the purchaser or the purchasers, his, her, or their assigns forever, good and sufficient deeds of conveyance in the law, pursuant to the statute in such In case suit shall be brought for cases made and provided. foreclosure of this mortgage, said party of the first part, for herself, her heirs, executors, administrators or assigns, covenants and agrees she will pay to the parties of the second part all expenses incurred for the purpose of the foreclosure suit, and in addition to the taxable costs of such suit, a reasonable sum of

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money as attorneys' fees to be included with the expenses above mentioned in the judgment or decree.

The party of the first part hereby releases and waives all homestead rights, if any.

Donald P. Riff

Alison Bell Riff

STATE OF ILLINOIS

COUNTY OF COOK

State and County aforesaid, state that the above named Donald R. Riff and Alison Bell Riff, his wife, known to me to be the said person who executed the foregoing instrument and acknowledged that they signed and sealed the said instrument as their free and voluntary act for the uses and purposes therein set forth.

Given under my hand and potarial seal this  $\frac{gH}{gH}$  day of  $\frac{gH}{gH}$ , 1992.

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Notary Public

My commission expires:

Duraher 18, 1993

Prepared by and return to:

James E. Macholl, Esq. 4215 Kirchoff Road Rolling Meadows, IL 60008

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#### RIDER

It is further agreed by and between the parties hereto as follows:

- 1. In the event of the entry of a Judgment of Dissolution of Marriage between the Mortgagors, the full balance remaining due on indebtedness shall be paid within six (6) months following notice by the mortgagees or their successors, heirs, beneficiaries, and assigns.
- 2. If all or any part of the property or any interest in it is sold or transferred (or if a beneficial interest in mortgagor's is sold or transferred and Mortgagor is not a natural person) without Mortgagee's prior written consent, Mortgagee may, at its option, require immediate payment, in full, of all sums secured by this Mortgage. However, this option shall not be exercised by Mortgagee if exercise is prohibited by federal law as of the date of this instrument.

If Mortgagee exercises this option, Mortgagee shall give Mortgagor notice of acceleration. The notice shall provide a period of not less than six (6) months from the data the notice is delivered or mailed within which Mortgagor must pay all sums secured by this instrument. If Mortgagor fails to pay these sums prior to the expiration of this period, Mortgagee may invoke any remedies permitted by this instrument without further notice or demand on Mortgagor.

Dated: March , 1992

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Donald P. Riff

Alison Bell Riff