CIA LOOPY

DAUTHON. Consult a lawyer before using or exting under this form. Neither the publisher nor the skiller of this nakes any learnanty with respect therest including any learnanty of marchantability or finess for a periodiar pusition

THIS INDENTURE, made			
JOHN	ŵ.	PE	KINS

1300 W. Cabot Lane

Schaumburg

Illinois

NO AND STREET herein referred to as "Mortgagors" and CHARLES V. PERKINS MID

S 260.33

MARILYN H. PERKINS

1662 Hill Road NO AND STREET Linearburg

Wisconsin

netein referred to as Mortgagee, witnesseth

Atheny Spored of Recorder's Executive

THAT WHEREAS the Mintgage is are just sondented to the Mintgage Cities the inscaling errors to observe date herewith, in the principal's most Nine. Thousand, and, no/100-june-common common to the principal's most Nine. of payable to the older of and decreted in the Mortguese or and howher bore the Mortgag, this mine to pay the salid products

(in parametric the order or and delivered in the Montepesson and however the Montepes is the more the parameter parameters and interest at the nation installments as provide fire sast in ordinary prometry in the hazards of the list day of March and a lost said principal and interest are made provide as some or ordinary in the list day of March of such appendment, then stitled the contract of the Medigages of the Hill Road, Lawrenburg, WI

NOW THEREFORE THEM the exposed to the powers three offices of the reservoir of the reservoi

LOT 4244 IN WEATHERSFIELD UNIT, , BEING A SUBDIVISION IN SECTION 20, 28 AND 29, TOWNSHIP 41 NORTH, RANGE 10, LAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, ACCORDING TO THE PLAT THEREOF FECTADED IN THE PECCACER'S OFFICE OF COOK COUNTY, ILLINOIS, ON AUGUST 31, 1561 AS LOCUMENT NO. 18263706.

PERMANENT INDEX NO.: 07-29-208-013

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which, with the property bereinatter sescribed, is referred to note in as the inner

Permanent Real Estate Index Numberts)

07-29-208-013

Addressies of Real Estate 1300 WEST CAEDT TANE, SCHALMBURG

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Considered as constituting that the real extent.

TO HAVE AND TO HOLL the grain recount of CM includes when the Mind a determinent by the tree from all rights and hence to unitarily and the control Holl as the Mortgagors definitely expresses referred and that by

JOHN W. PERKINS, A WIDOWER This name of Arecord Andria

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

Witness the band.

John W. Tertens

See

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Given under my hand and interaction of 17

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This instrument was prepared by Joseph F. Greco, Greco and Tarallo, 7 N Roselle Rd, Schaumburg, II

Madithis instrument to Joseph F. Greco, Greco, and Tarallo, 7 N. Roselle Rd., Schaunburg, IL 60194

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5-7-5

OR RECORDER SOFFICE BOX NO

- 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 to the Mortgagee: (4) complete within a reasonable time any buildings now or at any time in process of ejection 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, turnish to the Mortgagee duplicate receipts therefor. To prevent default hereunder Mortgagors shall pay in full under protest, in the minner 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 Mortgagors is at might be unlawful to require Mortgagors to make such payment or the 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 1601 days from the giving of such notice.
- 4. If, by the laws of the United States of America or of any state having furisdiction in the premises, any lax 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 further covenant to hold harmless and agree to indemnify the Mortgagore, and the Mortgagoe's successors or assigns, against any liability in tured 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, shall have such privilege of making prepayments on the principal of said note via addition to the required payments) as may be provide (n) said note.
- 6. Mortgagors shall keer all buildings and improvements now or hereafter situated on said premises insured against loss or damage by fire, lightning and windst time under policies providing for payment by the insurance companies of moneys sufficient either to pay the cost of replacing or repairing the alne or 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.
- T. In case of default therein. Murtgagee 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, complying or settle any tax lien or other prior hen 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 derewith, including attorneys' fees, and any other moneys advanced by Mortgagee to protect the mortgaged premises and the lien hereof shall be so much additional indebtedness secured hereby and shall become immediately due and payable without notice and with interest thereon 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 automited relating to taxes or assessments, may do so according to any bill, statement or estimate produced from the appropriate public office within, inquiry into the accuracy of such bill, statement or estimate or into the validity of any tax, assessment, sale, forfeiture, tax lien or the or claim thereof.
- 9. Mortgagors shall pay each item of indebtedness herein mentioned, both principal and interest, when due according to the terms hereof. At the option of the Mortgage 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 (1) 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 secured shall become due whether by acceleration or otherwise. Mortgagee shall have the right to foreclose the Fen hereof. In any soft 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 it on behalf of Mortgagee for attorneys' fees, appraiser's fees, outlays for documentary and expert evidence, stenographers' charges, piblication 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 as rigagee may deem to be reasonably necessary either to prosecute such suit or to e idence to bidders at any sale which may be had pursuant 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 paragra'n mentioned shall become so much additional indebtedness secured hereby and immediately due and payable, with interest thereon at the bichest rate now permitted by Illinois law, when paid or incurred by Mortgagee in connection with (a) any proceeding, including probate and sankruptcy proceedings, to which the Mortgagee shall be a party, either as plaintiff, claimant or defendant, by reason of this mortgage of 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 accually 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 non-joined in the preceding paragraph hereof; second, all other items which under the terms hereof constitute secured indebtedness additional to that exidenced by the note, with interest thereon as herein provided; third, all principal and interest remaining unpaid on the note in 11th, 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 formlose this mortgage the court in which su a complaint is filed may appoint a receiver of said premises. Such appointment may be made either before or after sale, without notice, without legard 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 Mortgagor 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 forcelosure suit and, in case of a sale and a deficiency, during the full statutory period of redemption, whether there he 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 forcelosing 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 forcelosure 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 irspect 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 tlaiming 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.

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