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CARLOS MUNDU AND RITA A. MUNCE, his wife -----DEPT-01 FELOPDINS 123.0 T¥1010 TRAM 3459 05/04/92 11:09:00 \$9585 \$ ★─92─392689 COOK NOWELL RENGELER \$23,00 3134 SOUTH WELLS CHICAGS MO AND STREET COLD STATE DISTRICT MAN TOWARD DISTRICT MAN TOWARD THE DISTRICT MAN TOWARD BANK OF CHICAGO, A National Banking Association 1110 WEST 35TH STREET 11 60634 CHICAGI INO AND STREET Als se Space for Recorder of serticis herein referred to as "Mortgagee," witnesseth. is 33,897.60 so payable to the order of and decisined to the Montal construction of the Montal proprieties to pay the subprincipal sum and interest at the rate of the note that suppose the provided in source to the Montal construction of the construction of the first construction of the first construction of the construction 19 Francial of Sulprincipal And interest are made passaged about the season of the control of the control of the control of the substitution of the Morphage of the Morphage of the Sulprincipal Sulprincipal of the Morphage of the Morphage of the Sulprincipal Sulprincipal of the Sulprincipal Office of the Sulprincipal LOT 114 IN LARMONIC CUBDIVISION OF BUSINES ON MANAL TRUSTEES! CUBLIVISION IN SECTION 33, TOWNSHIP 30 NORTH, MANGE 14, EAST OF THE TRIPD FRINGIFAL MERIDIAN, 104 COU! IN COOK COUNTY, ILLINOIS. 92392689 which, with the property nereinafter described as referred to herein as the opten Permanent Real Estate Index Numberist Address(es) of Real Estate ______ 3134 SOUTH WELLS, CHICARD, ILLIANGE TO HER with a compressment tenements case mosts statutes in important each considering and during all such times as Montage inships he institled to each which reports the considering and apparatus, equipment for articles now in neverther traction in the constitution of the constitution Construction of the property of the form o This mortgage consists of two pages. The covenants, conditions and provisions appearing on page 2 (the Peverse in his reference and are apart hereof and shall be binding on Mortgagors, their heirs, successors and an agent, witness the hand and shall be binding on Mortgagors, their heirs, successors and an agent of the following the foll PLEASE PRINT OF TYPE NAME S BELOW SIGNATURE S 0000 State of the control of CAPUS STOKE AND RITA A. MONOS, RIS WIFE of PERA ne State of Misard, DO HEREBY CERTIFY How gers ∳alts known to me to be the some tensor Policy some or ending Parts.

— approximated between this day in period and alknowledge of the Policy Parts. Mana Ess s inwrite titl about regiling instrument 95 4 MERE currence of and in neter the said instrument as their Introduction with the fact of the first own section purposes of n with any one suding the release and was virtuality right of homestead. Cover under my hand and official sections (COME) (7) Commission expires CULL 7 Seen, 1110 W. 35th Ft. MARY MITOGRAM Thate., 11 6060 Notan Public THE DISTRICT NATIONAL EACH OF THE ACCESS NAMÉ ANU ADDRESS <u> 1110 M. BETH STREET - CHICAGO, IL 60609</u> ZIP COOE

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THE COVENANTS, CONDITIONS AND PROVISIONS REFERRED TO ON PAGE 1 (THE REVERSE SIDE OF THIS MORTGAGE):

- 1. Mortgagors shall (1) promptly repair, restote 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 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 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 mortgage's interest in the property, or the manner of scollection 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 sounsel for the Mortgagee (a) it 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 payacle sixty (60) days from the giving of such notice.
- 4. If, by the law of the United States of America or of any state having hirisdiction in the premises, any tax is due or becomes due in respect of the issumore of the note hereby secured, the Mortgagors covenant and agree to pay such tax in the manner required by any such law. The Mortgagors funder covenant to hold harmless and agree to indemnify the Mortgagors, and the Mortgagor'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 Mortgagors had have such privilege of making prepayments on the principal of said note (in addition to the required payments) as may be provided it said note.
- 6. Mergagors shall keep all buildings and improvements now or bereafter situated on said premises insured against loss or damage by fire, lightning and windstorm under nolicies 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 satisfactors to the Mortgagee, under insurance policies payable, in case of loss or damage, to Mortgagee, such rights to be exidenced by the standard mortgage clause to be attached to each policy, and shall defer 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.
- In case of default therein. Mortgages now but need not make any payment of perform any act hereinbefore required of Mortgagers in any form and manner deemed expedient, any may but need not make full or partial payments of pancipal or interest on prior encombrances, if any, and purchase, discharge, compromise 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 of contest any tax or assessment. All moneys paid for any of the purposes berein authorized and all expenses paid or incurred in contraction, becaute himsiliang 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 thereof, whe highest rate now permitted by Illinois law, Inaction of Mortgagee shall never be considered as a waiver of any right account to law, and contains the part of the Mortgage on account of any default hereunder on the part of the Mortgageois.
- 8. The Mortgagee making any payment hereby authorized relating to taxes or assessments, may do so according to any bill, statement or estimate produced from the appropriate public office without include into the accuracy of such bill, statement or estimate or into the validity of any tax, assessment, sale, forfeiture, tax lien or title of claim thereof.
- 9. Mortgagors shall pay each item of indebtedness herein me, ir and, both principal and interest, when due according to the terms hereof. At the option of the Mortgagee and without notice to Mortgagot, all unpaid indebtedness secured by this mortgage shall, notwith-standing anything in the note or in this mortgage to the contrary, become the and payable (a) immediately in the case of default in making payment of any installment of principal or interest on the note, or (b) where 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 recoleration or otherwise. 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 o on behalf of Mortgagee for attorneys' fres, appraiser's fees, outlays for documentary and expenses which may be paid or incurred by o on behalf of Mortgagee for attorneys' fres, appraiser's fees, outlays for documentary and expent evidence, stenographers' charges, publication of six and costs (which may be estimated as to be expended after entry of the decree) of procuring all such abstracts of tile, tile searches, and examinations, tille insurance policies. Torrens certificates, and similar data and assurances with respect to title as Mortgagee mus doem to be reasonably necessary either to prosecute such suit or to evidence to bidders at any sale which may be had pursue, 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 his nentioned shall become so much additional indebtedness secured hereby and immediately due and payable, with interest thereon at the bickest of now permitted by Illinois law, when paid or incurred by Mortgagee in connection with sar any proceeding, including probate and bar may proceedings, to which the Mortgage shall be a party, either as plaintiff, claimant or defendant, by reason of this mortgage or a similar indebtedness hereby secured on the preparations for the commencement of any suit for the foreclosure hereof after accrual of such right of 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.
- II. 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 tiems as at an incident in the preceding paragraph hereof; second, all other items which under the terms hereof constitute secured indicatedness additionally to that evidenced by the note, with interest thereon as herein provided, third, all principal and interest remaining unpaid on the note, for it, 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 fore, lose this mortgage the court in which such correlatint is filed may appoint a receiver of said premises. Such appointment may be made either before or after sale, without notice without tread 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 foreclosure sait and, in case of a saie 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 Mortgagoe such sums as the Mortgagoe 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 hinding 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.