## MCRT ACTUAL LINGS F CORM NO. 103 FOR USE WITH NOTE FORM NO. 1447

For Use with Note Form No. 1447

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10	CAUTION. Consult a lawyer backer using or acting properties from . Neither the pathosiner like the sever or mis term makes any warranty with respect thereto, including any warranty of its extendibility or fliness for a particular purpose.		
45521	THIS INDUSTURE, made May 20, 19 93 between Hasmukh C. Patel and Urmila H. Patel, also known as Urmilaben H. Patel, his wife, as joint tenants 7506 N. Keeler, Skokin, Illinois (NO ANOSTREET) (CITY) (STATE)	93404053	
3	(NO AND STREET) (CITY) (STATE) Terein referred to as "Mortgagors," and THE FIRST COMMERCIAL BANK		
	6945 N. Clark Street, Chicago, (CITY) (BTATE)	Aboye Space For Recorder's Use Only	
	THAT WHEREAS the Mortgagors are justly indebted to the Mortgagor upon the installment note of even date herewith, in the principal sum of Elfteen Thousand and no/100ths, non-non-non-non-non-non-non-non-non-non		
sum and interest as the rate and in installments as provided in said note, with a final payment of the balance due on the x200 and all of said princip (a) if interest are made payable at such place as the holders of the note may, from time to the of such appointment, then at the office of the Morta (see at THE FIRST COMMERCIAL BANK, 6945.		of the balance due on the 1st day of JUNO	
	NOW, THEREFORE, the Modesigns to secure the payment of the said principal sant of maney and said interest in accordance with the terms, provisions and limitations of this mortgage, and the proformance of the covenants and agreements berein contained, by the Mortgagens to be performed, and also in consideration at the same of One Pollar in land public, the receipt whereof is hereby acknowledged, do by these presents CONVEY AND WARRANT unto the Mortgagee, and the Mortgagee's successors polassigns, the following described Real fistate and all of their estate, right, title and interest therein, situate, lying and being in theVII 1890 Of SKOKIS		
	LOT 64 AND THE NORTH 10 FEET OF LOT 65 IN KRENN AND DATO'S SECOND HOWARD STREET CRAWFORD AVENUE SUBDIVISION, BEING A SUBDIVISION OF THE SOUTHEAST PART OF LOT 1 IN HOFFMAN'S SUBDIVISION OF THE SOUTHEAST 1/4 OF SECTION 27, TOWNSHIP 41 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN LOOK COUNTY, ILLINOIS.		
	O <sub>Z</sub>		
	TC	- DEPT-01 RECORDING - \$23.50 - T\$0008 TRAN 1512 05/27/93 12:144:00 - 17051 * マータボーを関係に対しま - COOK COUNTY RECORDER	
	which, with the property hereinafter described, is referred to herein as the "premices,"		
	Permanent Real Estate Index Number(s): 10-27-403-035 and 10-	27-403-040	
	Address(es) of Real Estate: 7506 N. Kealer, Skokie, Ill		
	The state of the s	<b>C</b> 2	
	ICOUSTICER with all improvements, tonomonts, easements, fixtures, and appurtenances therefor an inig, and all rents, issues and profits thereof for long and during all such times as Mortgagors may be entitled thereto (which are piedged primarily and on a party with said real estate and not secondarily) at all apparatus, equipment or articles now or hereafter therein or thereon used to supply heat, gas, air could, one, given ight, power, retrigeration (which single units or controlled), and ventilation, including (without restricting the foregoing), sereons, or now shades, storm doors and windows of coverings, inador beds, awhites, stores and water heaters. All of the foregoing are declared to be a part of said callestate whether physically attached there or not, and it is agreed that all smillar apparatus, equipment or articles bereafter placed in the premises by Morty is one of their successors or assigns shall considered as constituting part of the real estate.		
	TO HAVE AND TO HOLD the premises unto the Mortgagee, and the Mortgagee's such regin set forth, free from all rights and benefits under and by virtue of the Homestead Exemple Mortgagors do hereby expressly release and waive.		
	The name of a record owner is: Hasmukh C. Patel and Urmila H. Pt.  This mortgage consists of two pages. The covenants, conditions and provisions appearing herein by reference and are a part hereof and shall be blooking on Mortgagors, their heirs, such Witness the hand. And seal. Of Mortgagors the day and year first above written.	ig on page 2 (the reverse side of the root glade) IN INTriphindin US	
	PERMIC PASMUKO C. PACHI	Jarmula H. Patel a/k/a Urmilaben H. Patel	
	PRINT OR TYPE NAME(S)	(Seal)	
\$	Since of Illinois, Counte of COOK  OFFICIAL SEALISE State of Desirid, DO HEREBY CERTIFY that Hasmuk LINDA MARABONS liaber H. Patel, his wife, as join	th C. Patel and Urmila H. Patel a/k/a it tenants are subscribed to the foregoing instrument,	
. 4	Newcommission Expires at Pelas Prefore me this day in person, and acknowledged that  1. 1017	they, signed, sealed and delivered the said instrument as rposes therein set forth, including the release and waiver of the	
	Given under my hand and official seal, this \$\frac{15}{174}\$ day of Commission expires \$\frac{10.15}{10.15}\$		
	This instrument was prepared by Alan M. Share, 6945 N. C	lark St., Chicago, IL 60626	
	Mail this instrument to THE FIRST COMMERCIAL BANK, (NAME AND ADDRESS)  Chicago,	6945 N, Clark Street Illinois 60626	
	TO THE PROPERTY I		

## **UNOFFICIAL COPY**

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

- 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 Mortgage; (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 assessments, water charges, sewer service charges, and other charges against the premises when due, and shall upon written request, turnish to the Mortgagoe 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 berein 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 in trees in the property, or the manner of collection of laxes, 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 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 law 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 Muttagairs 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 Mortgagoe, and the Mortgagoe's successors or assigns, against any liability incorred by reason of the imposition of any tax on the issuance of the note secured hereby.
- 5. At such time as the Aurigagors are not in default either under the terms of the note secured hereby or under the terms of this murigage, the Mortgagors and clave such privilege of making prepayments on the principal of said note (in addition to the required payments) as may be provided in the indice.
- 6. Mortgagors shall keep at culidings and improvements now or hereafter situated on salt premises insured against loss or damage by fire, lightning and windstorm under olicies providing for payment by the mannance companies of moneys sufficient either to pay the cost of replacing or repairing the same of 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 resewal policies, to the Mortgagee, and in case of insurance about to expire, shall deliver renewal roccies not less than ten days prior to the respective dates of expussion.
- 7. In case of default therein, Mortgagee are that 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 of partial payments of principal or interest on prior encumbrances, if any, and purchase, discharge, compronize of aettle any tax lien or either 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 better authorized and all expenses paid or incurred in connection, drawith, including attorners fees, and any other moneys advanced by Mortgagee to protect the mortgaged premises and the lien hereof, that be so much additional indebtedness secured hereby and shall become immediately due and payable without notice and with interest thereor, in the highest rate now permitted by Illinois law. Inaction of Mortgagee shall never be considered as a waiver of any right accruing to the 14 rigagee on account of any default hereunder on the part of the Mortgagors.
- 8. The Morigages 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 including 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 memirized, both principal and interest, when due according to the terms hereof. At the option of the Mortgagee and without notice to Mortgager, all unpaid indebtedness secured by this mortgage shall, notwiths standing anything in the note or in this mortgage to the contrary, become for and payable ta) immediately in the case of default in making payment of any installment of principal or interest on the note, or (b) who indefault 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 recleration or otherwise, Mortgagee shall have the right to forcelose the lien hereof. In any soit to forcelose the hereof, there shall be allowed and included as additional indebtedness at the decree for sale all expenditures and expenses which may be paid or incurred by m, on behalf of Mortgagee for attorneys' fees, appraise's fees, outlays for documentary and expenses which may be paid or incurred by m, on behalf of Mortgagee for attorneys' fees, appraise's fees, outlays for documentary and expenses which may be paid or incurred by m, on behalf of Mortgagee for attorneys' fees, appraise's fees, outlays for documentary and expenses which may be paid or incurred by fees, 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, tile insurance policies. Torrens certificates, and similar data and assurances with respect to title as all or gagee may deem to be reasonably necessary either to prosecute such suit or to evidence to bidders at any sale which may be had purpose to any deem to be reasonably necessary either to prosecute such suit or to evidence to bidders at any sale which may be had purpose may deem to be reasonably necessary either to promises. All expenditures and expenses of the nature in this paragraph mentioned shall become so much additional indebtedness secured hereby and immediately due and payable, with interest thereon at the highest ce now permitted by Illinois law, when paid or incurred by Mortgagee in connection with (a) any proceeding, including probate and ban' mptey proceeding, to which the Mortgage of the approach of the commenced; or the commencement of any suit for the foreclosure hereof after account of such right to foreclose whether or tota actually commenced; or (c) preparations for the defense of any actual or threatened suit or proceeding which might affect the premises of 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 measured 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; fourth, any overplus to Mortgagora, 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 mostgage 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 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 profils 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 other lien which may be or become superior to the lien hereof or of such decree, provided such application is made prior to foreclosure saile; (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 Murigagee shall have the right to inspect the premites 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 fagee, 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.