THIS IS A JUN	TOR MORTGAGE	30049261
makes any warranty with respect	therets, including any versusity of manchestability or filmes for a particular purpose.	4
	July 30 93	
THIS INDENTURE, ma	ALBECK AND NANCY N. HALBECK	
hushand a		
	Woodlawn Avenue, Chicago, IL	
(NO. AND S	STREET) (CITY) (STATE)	
herein referred to as "Mo		
MARY JANE		72
(NO. AND S	New York, New York 10	21 Above Space For Recorder's Use Only
THAT WHEREAS	the Mortgagors are justly indebted to the Mortgagee upon the in- ur thousand one hundred twenty-	
(\$ 64,125.00), payable to the order of and delivered to the Mortgagee, in and	
sum and interest at the rai	to an interest are made payable at such place as the holders of the	of the balance due on the 28th day of February
of such appointment, ther	nathe fficofthe Mortgagee at 1 East River Plant, New York 10021	ace, 525 East 72nd Street,
NOW THEREFOR	F. the Morti- secure the payment of the said principal sum of	money and said interest in accordance with the terms, provisions gin contained, by the Mortgagors to be performed, and also in
Mortgagee, and the Mortg	ortgage, and the proformance of the covenants and agreements here of One Dollar in Func paid, the receipt whereof is hereby acknowledge gagee's successors of casigns, the following described Real Estate of	id all of their estate, right, title and interest therein, situate, tying
and being in the Cit	of Chicago County of Cool	AND STATE OF ILLINOIS, to wit:
	FEET 3/4 INCH (F LOT 1 IN THAT I SION OF THE EAST 10 ACRES OF THE	
THE NORTHEAST	1/4 OF THE NORTHWAST 1/4 LYING	EAST OF LEXINGTON
AVENUE IN SEC	TION 14, TOWNSHIP (8 CONTYRAN)	TE 14 EAST OF THE
	PAL MERIDIAN, IN COOK COUNTRECON	<i>w</i>
	93 AUC 17 AM 9: ;	37
	9/,	93649261
which, with the property t	hereinefter described, is referred to herein as the "premisk;"	- •
Permanent Real Estate In	adex Number(s): 20-14-112-014 (Vol. N	255)
Address(es) of Real Estate	: 5626 South Woodlawn Avenue, Cl	nicago, Illinois 60637
long and during all such tin	l improvements, tenements, essements, fixtures, and appurtenances nes as Mortgagors may be entitled thereto (which are pledged primar or articles now or bereafter therein or thereon used to supply heat, g	ly and on a parky with said real estate and not secondarily) and
single units or centrally on	on articles have or her later the terebuild have been used to supply real, go mitrolled), and ventilation, including (without restricting the forego- mings, stoves and water heaters. All of the foregoing are declared to	ing), screens, v ir dov shades, storm doors and windows, floor
or not, and it is agreed the considered as constituting	it all similar apparatus, equipment or articles hereafter placed in the	premises by Mortga, o.s or their successors or assigns shall be
TO HAVE AND TO herein set forth, free from	HOLD the premises unto the Mortgagee, and the Mortgagee's succeall rights and benefits under and by virtue of the Homestead Exemp	essors and assigns, foreve, for he purposes, and upon the uses tion Laws of the State of Ilino 1, which said rights and benefits
	expressly release and waive. er is: Bruce N. Halbeck and Nancy N.	Halbeck
This murtgage consist herein by reference and sr	n of two pages. The covenants, conditions and provisions appearing a a part percor and shall be bijeding on blortgagors, their beirs, succ	on page 2 (the reverse side of this, was tgage) are incorporated enters and assigns.
Witness the hand	and scale of Moregagors the divently year first above written.	1 han 11. 11. (1.01)
PLEASE	Bruce N. Halbeck	Nancy N. Halbeck (Seal)
PRINT OR TYPE NAME(S) BELOW		
SIGNATURE(S)	(Seal)	(Seal)
State of Illinois, County of	· · · · · · · · · · · · · · · · · · ·	I, the undersigned, a Notary Public in and for said County
	in the State aforesaid, DO HEREBY CRRTIFY thatBruce Halbeck	N. Halbeck and Nancy N.
MPRESS	personally known to me to be the same person S whose nar	
SEAL HERE	appeared before me this day in person, and acknowledged that their free and voluntary act, for the uses and our	coses therein set forth, including the release and waiver of the
	right of homestead.	- 16
Given under my hand and Commission expires	official seal, this 30th day of July	1993
This instrument was prepar	Brenda J. Coffield, Attorney	
		rtage, Indiana 46368
Mail this instrument to	(NAME AND ADDRESS) SAME AS ABOVE	
	CITY) OFFICIAL SEAL	(STATE) (ZIP CODE)
OR RECORDER'S OFFIC	CE BOX NO	•
	INDIAKT PUBLE, STATE OF HILING	6 .

UNOFFICIAL COPY

THE COVENANTS, CONDITIONS AND PROVISIONS REFERRED TO ON PAGE I (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 Mortgages; (4) complete within a reasonable time any 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 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 lilinois deducting from the value of tand 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 frither covenant to hold harmless and agree to indemnify the Mortgagoe, and the Mortgagoe'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 thall 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 keep all buildings and improvements now or hereafter situated on said premises insured against loss or damage by fire, lightning and windstorm under policies providing for payment by the inturance 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 Mortgagoe, under insurance policies payable, in case of loss or damage, to Mortgagoe, such rights to be evidenced by the standard mortgago clause to be attached to each policy, and shall deliver all policies, including additional and renewal policies, to the Mortgagoe, 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, Mortgagee may, but need not, make any payment or perform any act hereinbefore required of Mortgagors in any form and manner deemed expedient, and ray, but need not, make full or partial payments of principal or interest on prior encumbrances, 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 sule or forfeiture affecting said premises or solle I any tax or assessment. All moneys paid for any of the purposes herein authorized and all expenses paid or incurred in connection therewith, 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 thereo is 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 mortgage 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, safe, forfeiture, tax lien or title 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 Mortgage a, all unpaid indebtedness secured by this mortgage shall, notwith-standing anything is the note or in this mortgage to the contrary, become rise 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.
- 10. When the indebtedness hereby secured shall become due whether by 'cc' seration 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 or be obtained of Mortgagee for attorneys' fees, appraiser's fees, outlays for documentary and expert evidence, stenographers' charges, publication that a 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 iforgagee may deem to be reasonably necessary either to prosecute such suit or to evidence 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 paragraph, mentioned shall become so much additional indebtedness secured hereby and immediately due and payable, with interest thereon at the highest rate now permitted by Illimois law, when paid or incurred by Mortgagee in connection with (a) any proceeding, including probate and brake pitcy proceedings, to which the Mortgage shall be a party, either as plaintiff, claimant or defendant, by reason of this mortgage or party in electedness 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 actually commenced; or (c) preparations for the defense of any actual or threatened suit or proceeding which night affect the premises or the security fereof.
- 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 montioned in the preceding paragraph hereof; second, all other items which under the terms hereof constitute secured indebtedness additional in most evidenced by the note, with interest thereon as herein provided; third, all principal and interest remaining unpaid on the note; four a, 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 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 Mortgagore 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 number.
- 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 "Mortgagoe" 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.

19. This mortgage is subject and subordinate to a first mortgage in the amount of \$66,250 , bearing interest at a rate of \$70 % personal field to a first mortgage in the amount of \$66,250 , bearing interest at a rate of \$70 % personal field to a first mortgage in the amount of \$66,250 , and due \$45,0450, 2008 (ecorded as document \$100,000 field to a first mortgage in the amount of \$66,250 , and due \$45,0450, 2008 (ecorded as document \$100,000 field to a first mortgage in the amount of \$66,250 , bearing interest at a rate of \$70 % personal field to a first mortgage in the amount of \$66,250 , bearing interest at a rate of \$70 % personal field to a first mortgage in the amount of \$66,250 , bearing interest at a rate of \$70 % personal field to a first mortgage in the amount of \$66,250 , bearing interest at a rate of \$70 % personal field to a first mortgage in the \$100,000 , bearing interest at a rate of \$70 % personal field to a first mortgage in the \$100,000 , bearing interest at a rate of \$70 % personal field to a first mortgage in the \$100,000 , bearing interest at a rate of \$70 % personal field to a first mortgage in the \$100,000 , bearing interest at a rate of \$70 % personal field to a first mortgage in the \$100,000 , bearing interest at a rate of \$70 % personal field to a fie