GEORGE E. COLE .

## MORTGAGE (ILLEHOIS) For Use With Note Form No. 1447

di a lawyar bahara wangi ci acilong unchar iton barut, Nauthar Dae pubaharar cer diar sahar ali Dus kera Miy mah reganci Branda, mchalang any manandy ol marchanlabady er Mesesy ker i santechar sud sante.

93900197

	1
Martin, a single person	
herein referred to as "Mortgagors," and Mary M. Martin	
netem retent to 25 Morigagors, and	. DEPT-01 FECORDING
3920 W. 105th Street, Chicago, Illinois 60655 (MO.ANOSTREET) (CITY) (STATE)	
berein referred to as "Mortgagee," witnesseth.	<u> </u>
THAT WHEREAS the Sortgagots are justly indebted to the Mortgages when the in- Seventy Thougard and no/100	DOLLARS
(5 70,000.00 ), payable to the order of and delivered to the Mortgagee, in and	by which note the Mortgagurs promue to pay the said principal
sum and interest at the rate and it in tellments as provided in said note, with a final payment of \$200 and all of said principal and it icrest are made payable at such piece as the holders of the	fills had not doe on the 151 day of DECEMBER.
of such appointment, then at the office of the Mortgagee at 3920 W. 105th Stre	et, Chicago, Illinois 60655
NOW, THERE-ORE, the Mortgagers to coure the payment of the said principal sum of a and limitations of this mortgage, and the perfort ance of the coverants and agreements become detailed in the sum of One Dollar in handly "a, the receipt whereof is hereby acknowledge Mortgager, and the Mortgager's soccessors and assigns—the following described Real Estate and and being in the VILLAGE OF EVERGEOR PETE COUNTY OF C	m contained, by the Morigagory to be performed, and also in all darby these presents CENVIIV AND WARRANT unto the
LOT 20 (EXCEPT THE EAST 10 FEET THEREOF) AND LOT FRANK DE LUGACH'S WESTERN AVENUE VIEW, A SUBDIVIS OF BLOCK 7 IN HARRY H. HONORE JR'S SUBDIVISION IN 12, TOWNSHIP 37 NORTH, RANGE 13 EAST OF THE THIRD ILLINOIS.	ION OF BLOCK 6, AND A RESUBDIVISION THE NORTH EAST QUARTER OF SECTION
	•
	4379
Y <sub>A</sub>	93900397
which, with the property hereinalter described, is referred to herein as the "premises,"	<b>X</b> .
Permanent Real Estate Index Number(s): 24-12-207-063	
2657 Wagt Ofth Street Fueraren Da	rk. Illinois 60642
Address(cs) of Real Estate: 2007 West Form Street, Evergreen Fa	
	ereta belonjunji, and all tents, esues and profits thereof for so
TOGETHER with all improvements, tesements, easements, fixtures, and appurtenances the good during all such times as Mortgagors may be entitled thereto (which are pledged primarily ill apparatus, enjoinment or articles new or hereafter therein or thereon used to supply bear, gas ingle units or centrally controlled), and ventilation, including (without restricting the foregoin invertings, market beds, awnings, stores and water heaters. All of the foregoing are delated to be runs, and it is agreed that all similar apparatus, equipment or articles hereafter placed in the prossileted as constituting part of the real estate.  TO IDAME AND TO HOLD the premises unto the Bortgagee, and the Mortgagee's sources bettern set both, free from all rights and benefits under and by virtue of the Homestead Exempta he Mortgagors do bereby expressly release and waive.	are conditioning. The fight, power, refrigeration (whether g), screens, winder olides, storm downs and windows, floor capart of said real estat, whether physically attached thereto itemises by blorigago, so it that successors or assigns shall be sons and assigns, forever, in the purposes, and upon the team on Laws of the State of Him 85.7 in a said rights and benefits
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- 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 superier to the lien hereof, and upon request exhibit satisfactory evidence of the discharge of such price lien to the Mortgagee; (4) complete within a reasonable time any building or buildings now or at any time in process of election upon said premises; (5) comply with all requirements of law or municipal ordinances with respect to the premises and the use thereof; (6) make material afterations 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 Mortgagor disclicate 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 fazation 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 fazation of mortgages or debts secured by mortgages or the mortgage'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 commel 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 tax. The Mortgagors further covenant to hold harmless and agree to indentify the Mortgagor, and the Mortgagor's successors or assigns, against any liability included by reason of the imposition of any tax on the issuance of the note secured hereby.
- 5. At such time as see Mortgagors are not in default either under the terms of the note secured hereby or under the terms of this mortgage, the Mortgagory shall 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.
- Mortgagors shall keep an buildings and improvements now or hereafter situated on said premises insured against loss or damage by fire, lightning and windste, in inder policies providing for payment by the insurance companies of moneys sufficient either to pay the cost of replacing or repairing the one or to pay in full the indebtedness secured hereby, all in companies satisfactory to the Mortgagee, under insurance policies payable, in the of loss or damlage, to Mortgagee, such rights to be evidenced by the standard mortgage clause to be attached to each policy, and shall deliver replace, including additional and renewal policies, to the Mortgagee, and in case of insurance about to expire, shall deliver replaced by the standard mortgage clause to
- 7. In ease of default therein, Mortragee may, but need not, make any payment or perform any act hereinbefore required of Mortgagors in any form and manner deemed expedient, > 1 may, but need not, make full or partial payments of principal or interest on prior encumbrances, if any, and purchase, discharge, course 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 in contest 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 fien hereof, shall be so much auditional 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 audio and 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, sale, forfeiture, tax lien or m. or claim thereof.
- 9. Mortgagors shall pay each item of indebtedness herein meanened, both principal and interest, when due according to the terms hereof. At the option of the Mortgagee and without notice to Mo tgagors, all unpaid indebtedness secured by this mortgage shall, notwith-standing 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 (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 acceleration or otherwise. Mortgagee shall have the right to foreclose the lien hereof, in any suit to foreclose the lien hereof, there so if he 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 fees, appraiser's fees, outlays for documentary and expenses which may be paid or incurred by o on behalf of Mortgagee for attorneys' fees, appraiser's fees, outlays for documentary and expenses which may be paid or incurred by o on behalf of Mortgagee for attorneys' fees, appraiser's fees, outlays for documentary and expenses which may be paid or incurred by and similar data and assurances with respect to file as Mortgagee may deem to be reasonably necessary either to prosecute such suit or to evidence to bidders at any sale which may be had parsunt to such decree the true condition of the talts of the premises. All expenditures and expenses of the nature in this paragraph mentioned shall become so much additional indebtedness secured bereby and immediately due and payable, with interest thereon at the backet rate now permitted by Illinois law, when paid or incurred by Mortgagee in connection with (a) any proceeding, including probate an cankruptcy proceedings, to which the Mortgagee shall be a party, either as plaintiff, claimant or defendant, by reason of this mortgage or any indebtedness hereby secured, or (b) preparations for the commencement of any suit for the foreclosure hereof after accrual of such triat to foreclose whether or not actually commenced; or (c) preparations for the defense of any actual or threatened suit or proceeding, the 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 indowing order of priority: First, on account of all costs and expenses incident to the foreclosure proceedings, including all such items as are mentioned in the preceding paragraph hereof; second, all other items which under the terms hereof constitute secured indebtedness additional to that evidences by the note, with interest thereon as herein provided; third, all principal and interest remaining unpaid on the nute; fourth, 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 forcelose 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, will or 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 Mortgagoe 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 bands 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 lies 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 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 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.