Memralage (Incurrolls) For Use With Note Form No. 1447

	er before uping or acting under this form. I repect thinsto, excluding any memority of m					
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THIS INDENTURE	, mide January 12,		3., between			
David J. S	mith and Linda I	. Smith, hi	<u>s_wife</u>			
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•			IL TATE)	. *		
Bruce R. Si	"Mertgagors," and mi = h					
		. h a a i				
	nsfield Bur	(CITY) (S	TATE)	ABH	Space For Recorde	C. LODGA, HCH
THAT WHERE	"Morigagee," witnesseth: EAS the Morigagors are justly if Sand No/100	ndebted to the Mortgage	ec upon the ins	allment note of ever	n date hereimh, an	คือไล้ principal sum
(50,000.00	(), payable to the order of	of and delivered to the Mo	ortgages, in and	by which note the Mo	ortgagors promise 🚱	(AT DISALUG princip
sum and interest at th	he rate (nd) a installments as pro-	vided in said note, with a	final payment o	f the balance due on t	he1.3.11.1 day of	HIGKLYAZ
	l principal ar d is ferest are made p , then at the out of the Mortgaj					ppoint, and in absen
	CVA			01/	14/93	5004 HC#
NOW, THEREI	FORE, the Mortgago (1) secure is mortgage, and the performan sum of One Dollar in by (2) paid, I Mortgagee's successors and assign	the payment of the said p te of the covenants and a	rincipal sum of n igreements here	noney and said interests in contained, by the	scin accorda -ce with Mortgagors - o be p is CrasNerra - A Ners	i ine terms, provisio erformed, and also WARRANT here
Mortgagee, and the N	Sum of One Dollar in by Spaid, I Mortpagee's successors and assign	ne receipt whereof is here is, the following described	eny acknowledge d Real Estate and	a, un by these present fall of their estate, rig	the little and merest	therein, situate, lyin
and being in the $\frac{\sqrt{1}}{2}$	llage of Oak (a)	COUNT	TY OF LAQUE		AND STATE O	OF ILLINOIS, to wi
LOT 9 IN BI	LOCK 22 IN ROBER	T BARLETT'S	95TH ST	REET HOMES	ITES FIRST	r ADDITION
BEING A SUE	BDIVISION IN SEC PRINCIPAL MERIDI	TION 7, TOWN	NSHIP 37	NORTH, RA	NGE 13, EA	AST OF
	r 12383314 IN CO				DED OCTOBE	193 , di Ma
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930351	77					•
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which, with the prope	erty hereinafter described, is refe	rred to herein as the "pro	emises!			
	24.0	7_110 000				
	ste Index Number(s): 24-0		9		~ ^	
	Me Index Number(s): 24-0 Estate: 6801 West 9		ak Lawn	, 1L 604	53	
Address(es) of Real E	Estate: 6801 West 9	5th Place, O		0		
Address(es) of Real E	Estate: 6801 West 9	5th Place, O	appurtenances ti	nereto belone in a land	all rents, issues and	profits thereof for so
Address(es) of Real E TOGETHER with long and during all suc- all apparatus, equipm single units or central	th all improvements, tenements, the times as Mortgagors may be entent of articles now or hereafter tilly controlled), and yentilation, if	easements, fixtures, and titled thereto (which are pherein or thereon used to restruct the street of	appurtenances to pledged primaril i supply heat, ga- ting the foregoin	nerelo beloneg. and y and on a parit: with y, air condition ar g, va w), screens, wildow	all rents, issues and said real estate and iter, light, power, is shades, storm those	nct secondarily) and fingeration (whether their windows, floo
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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, 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 Mortgagee; (4) complete within a reasonable time any building or levildings now or at any time in process of crection 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 Mortgages 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 mortgages 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, shalf 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 unlikeful 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 issue, ie if the note hereby secured, the Mortgagors covenant and agree to pay such tax in the manner required by any such law. The Mortgagors furnier covenant to hold harmless and agree to indemnify the Mortgagee, and the Mortgagee's successors or assigns, against any liability incur eachy reason of the imposition of any tax on the issuance of the note secured hereby.
- 5. At such time as the Hortgagors are not in default either under the terms of the note secured hereby or under the terms of this mortgage, the Mortgagors such 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 al cuildings and improvements now or hereafter situated on said premises insured against loss or damage by fire, lightning and windstorm under i dicies 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 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 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.
- 2. In case of default therein, Mortgagee ...e., but need not, make any payment or perform any act hereinbefore required of Mortgagors in any form and manner deented expedient, and may but need not, make full or partial payments of principal or interest on prior encombrances, if any, and purchase, discharge, compromic of settle any tax lien or other 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 herein authorized and all expenses paid or incurred in connection the with, including attoinery fees, and any other moneys advanced by Mortgagee to protect the mortgaged premises and the lien hereof, shall be so much auditional indebtedness secured hereby and shall become immediately due and payable without notice and with interest thereon receive highest rate now permitted by Illinois law Inaction of Mortgagors.
- 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 incars, into the accuracy of such bill, statement or estimate or into the validity of any tax, assessment, sale, forfeiture, tax lien or title o claim thereof.
- 9. Mortgagors shall pay each item of indebtedness herein menurined, both principal and interest, when due according to the terms hereof. At the option of the Mortgagee and without notice to Mortgagor, all unpaid indebtedness secured by this mortgage shall, notwith-standing anything in the note or in this mortgage to the contrary, become are 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 see leration or otherwise. Mortgagee shall have the right 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 on belisf of Mortgagee for attorneys' fees, appraiser's fees, outlays for documentary and expenses which may be paid or incurred by or on belisf of Mortgagee for attorneys' fees, appraiser's fees, outlays for documentary and expent evidence, stenographers' charges, publication costs (which may be estimated as to items to be expended after entry of the decree) of procuring all such abstracts of tile, till searches, and examinations, title insurance policies. Torrens certificates, and similar data and assurances with respect to title as also gagee may deem to be reasonably necessary either to proceedite such suit or to evidence to bidders at any sale which may be had pursued to such decree the true condition of the tille to or the value of the premises. All expenditures and expenses of the nature in this paragraph, in nitioned shall become so much additional indebtedness secured hereby and immediately due and payable, with interest thereon at the highest ale now permitted by Illinois law, when paid or incurred by Mortgagee in connection with (a) any proceeding, including probate and har supply proceedings, to which the Mortgagee shall be a party, either as plaintiff, claimant or defendant, by reason of this mortgage or a princhebtedness 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 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 a derect 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 evidenced by the note, with interest thereon as herein provided; third, all principal and interest remaining unpaid on the note; four in 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 companit 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 Mortgagee may be appointed as such receiver. Such receiver shall have power to collect the rents, is uses and profits of said premises during the pendency of such foreclosure suit and, in case of a said 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 indebiedness 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 Morigagee 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.