herein referred to as "Mortgagors," and JAMES J. CANLEY

(NO AND STREET)

845 North Hoyne Avenue, Chicago, Illinois 60622 (NO AND STREET) (CITY) (STATE)

Above Space For Recorder's Use Only

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herein referred to as "Mortgagee," witnesseth:

IHAT WHEREAS the Mortgagors are justly indebted to the Mortgagee upon the installment note of even date herewith, in the principal sum of TEN THOUSAND.

DOLLARS

DOLLARS
10,000.00 payable to the order of and delivered to the Mortgagee, in and by which note the Mortgagors promise to pay the said principal sum and interest at the rate and in installments as provided in said note, with a final payment of the balance due on the 1st day of February

19 and all of said principal of different are made payable at such place as the holder of the note may, from time to time, in writing appoint, and in absence of such appointment, then at the office of the Mortgagee in 845 North Hoyne Avenue, Chicago, Illinois 60622.

NOW THERE! ORL, the Mortgage (s) secure the payment of the said principals and money and said interest in accordance with the terms, provisions and limitations of this mortgage, and the performed, and also in consideration of the sum of One Dollar in han epod, the receipt whereof is hereby acknowledged, do by these presents CONVEY AND WARRANT unto the Mortgagee and the Mortgagee's successor and singuished Real Estate and altor their estate, right, rule and interest therein, situate, lying and being in the City of Chicago. COUNTY OF Cook AND STATE OF ILLINOIS, to with

Lot 19 in Block 3 in S. E. Gross' Northwest Addition to Chicago, being a Subdivision of the Northwest 1/4 of the Northwest 1/4 (except Railroad Right of Way) of Section 25, Tournhip 40 North, Range 13, East of the Third Principal Meridian, in (bok Crusty, Illinois.

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which, with the property	heremafter describe	d, is referred to be	rein as the "premises,	ク _x		
Permanent Real Estate			-004-0000	<u> </u>		
Address(es) of Real Esta	3115 No	orth Sacran	ento, Chicago	• IT 60 TE		
TOGETHER with a long and during all such to all apparatus, equipmenting e aritis or centrally coverings, inadoi beds, a or not, and it is agreed deconsidered as constituting TOHAVE, AND 19	all improvements, tend imes as Mortgagois m r or articles now or he controlled), and venti winings, stoves and we hat all similar apparat ig part of the real estat O HOLD the premise mall rights and benefit	ay be entitled their reafter therein or ilation, including il dates heaters. All of us, equipment or te is anto the Mortga its under and by vi	reto (which are pledged, thereon used to supply (wilbust restricting the of the foregoing are deck articles hereafter places aree, and the Mortgages	primarily and on a parrys beat, gas, air conditionin, foregoingly, cereens, win, ited to be a part of said re I in the pressues by Mori 's successors and assigns,	and all rents, issues and profits of an arteral estate and not set are religiously at the set of the set of the set of the religious and water a whether physically at gagors or their successors or a forever, for the purposes, and nate or Ill, now, y arch said right	condurily) and ation (whether sindows, floor tached thereforsigns shall be apon the uses
The name of a record ow						
					erse side of this m ortgage) arc	: incorporated
Witness the hand	and seal of Mon	rigagors the day a	n tydar first above wrote	s, successors and arigns.	Mouro	C (Seal)
PLEASE	MOMSERRATE R	OMERO :	/	LUZ-HOMERO		
PRINT OR TYPE NAME(S) BELOW				i.		(Seal)
SIGNATURE(S)			(901			(.9031)
State of Illinois, County (ol COOK			E, the underst	aned, a Notary Public in applie	or said County
	m the State alores. MONSER	nd, DO HEREB' RATE ROMER	YCERTIFY that KO and LUZ KOM	ERO, his wife,	نكتيمم	30
IMPRESS SEAC HERC	m the state and estad. TO THEREBY and LUZ ROMERO, his wife, MONSERRATE ROMERO and LUZ ROMERO, his wife, personally known to me to be the sume person. S whose nameS are subscribed to the long appared before me this day in person, and acknowledged that the Sysigned, scaled are depleted file and indirection as the right of homestead. It is the state and voluntary act, for the uses and purposes thereon set forth activates the reference of the control of the long to the least of the long to the latest and the latest and long to the latest and long the latest and					
	appeared before me this day in person, and acknowledged that . 5 h . Exigned, scaled an acceptage and inclination on as					
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Given under niv band au	dotheral seal, this	2, -	day of	relina	The state of the s	, . 19 93 .
Commission expites			19	Melert		r Taglia a lingua ang ara

NAME AND ADDRESS)

(CITY)

OR RECORDER'S OFFICE BOX NO

DANIEL G. LAUER, 3166 South River Road - Suite 125 des Plaines,

(STATE)

(ZIP CODE)

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 nereafter on the premises which may become damaged or be destroyed: (2) keep said premises in good condition are, repair, without waste, and free from mechanic's or other liens or claims for lien not expressly subordinated to the fren thereof; (3) pay when due my indebtedness which may be secured by a lien or charge on the premises superior to the lien bereof, 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 bindings now or a, 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 Mortgagor duploate receipts therefore. To prevent default hercunder Mortgagors shall pay in full under provest, 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 tens 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 or the 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 reiniburse the Mortgages therefor, provided, however, that if in the opinion of counsel for the Mortgagee (a) it might be arrawful 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 invisdiction in the premises, any tax is due or becomes due in respect of the issuance of the note hereby secured, the Mortgagors coverant and agree to pay such tax in the manner required by any such law. The Mortgagors, with a 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 blortgagors are not in default either under the terms of the note secured bereby or under the terms of this mortgage, the Mortgagors but 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 'n ildings 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 insurance companies of improvements satisfactory to the fost of replacing or repairing the salle is to pay in full the indebtedness secured hereby all in companies satisfactory to the Mortgagee, under insurance policies payable, in one if loss or damage, to Mortgagee, such rights to be evidenced by the standard mortgage clause to eath 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.
- The case of default therein, Montgaget, may out need not make any payment of perform any act betembefore required of Mortgagots in any form and manner deemed expedient, and may, but need not, make full or partial payments of principal or interest on pitter community as sale or forfeiture affecting said premises or contest any tax or assessment. All moneys paid for any of the purposes before 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 therein as 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 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, sale, forfeiture, tax fien or title or claim thereof.
- 9 Mortgagors shall pay each item of indebtedness herein monuoned, 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 die and payable (a) immediately in the case of default in making payment of any installment of principal or interest on the note, or (b) is her 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 exceleration or otherwise. Mortgagee shall have the right to foreclose the lien hereof. In any suit to foreclose the lien betoof, 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 fees, outlays for documentary and expert evidence, stenographers' charges, publication costs and costs (which may be estimated as to tests 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 assortances with respect to title as Mortgagee may deem to be reasonably recessary pulser 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 the value of the premises. All expenditures and expenses of the nature in this paragraph mentioned shall become so much additional flechedness secured hereby and immediately due and payable, with interest thereon at the cities or rate now permitted by thousand any more shall be a party, either as plaintiff, claimant or defendant, by reason of this mortgage or any andebtedness hereby secured, or (b) preparations for the commencement of any suit for the foreclosure hereof after accrual of such right is foreclose whether or not actually differenced.
- 11. The proceeds of any foreclosure sale of the premises shall be distributed and applied in the followin; order of priority: I itst, on account of all costs and expenses incident to the foreclosure proceedings, including all such items as are product ned in the preceding paragraph hereof; second, all other items which under the terms hereof constitute secured indebtedness additionally 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 Mort gagors, 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 or in laint is filial may appoint a receiver of said premises. Such appointment may be made either before or after sale, without notice, without tecard to the obsency or insolvency of Mortgagors at the time of application for such receiver and without regard to the then value of the premises of whether the same shall be then occapied as a homestead or not, and the Mortgagee 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 indehtedness 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 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, noiwithstanding such extension, variation or release.
- 17. Mortgages 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 Mortgages for the execution of such release.
- 18 This mortgage and all provisions hereif, 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.