FORM NO. 103 February, 1985 93151358 or Use With Hole To All No. 1 wy

THIS INDENTURE	KRYKININ' WHALLOW	CO um÷ .	. DEPT-01 RECORDINGS \$
another	N and DANIDA REARDON, married		T#9999 TRAN 3128 92/24/93 13:41
272 Blackbar	k. Riverside, Illino	ote 60546	#9576 # # #3-151356
herein referred to as Of THE IDA T FEBRUARY 14,	MOSTREET) KIVETSIDE, IIIIRO MOSTREET) IDA T. PASSATELLA PASSARELLA DECLARATION OF TE 1992	a, Trustee RUST DATED	COOR COUNTY RECORDER
1318 Broadwa			
	"Mortgagee," witnesseth:	L	Above Space For Recorder's Use Only
Filty Thousa	nd and 00/100	and with white CPC (CPC) and Copy stage your part ways after two areas from their gainst gains.	note of even date herewith, in the principal sum of
sum and interest at the) payable to the order of and delivered to the rate and in installments as provided in said note, a	the Mortgagee, in and by which with a limit payment of the bala	note the Mortgagors promise to pay the said principal nice due on the 12th day of July
19_96 and all of said		ce as the holders of the note may	, from time to time, in writing appoint, and in absence
THE CHIENCE CO. BING THE P	violizarce sauccessors aircia* ,/g/is, the mailwill hes	scribed Real Estate and all of th	d sald interest in accordance with the terms, provisions incd, by the Mortgagors to be performed, and also in these presents CONVEY AND WARRANT unto the cir extate, right, title and interest therein, situate, being AND STATE OF ILLINOIS, to with
said lot to Riverside, 1	Lot 246 lying Westerly of a lithe center of the rear lite of n Section 36, Township 39 North Cook County, Illinois.	f said lot in Bloc	k 3 in the second division of
THIS IS A SE	COND MORTGAGE	C	" 93 1 5 1356
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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 mechanics or other lieus or claims for lieu not expressly subordinated to the lieu thereof; (3) pay when due any indebtedness which may be secured by a lieu or charge on the premises superior to the lieu hereof, and upon request exhibit satisfactory evidence of the discharge of such primition to the Mortgagee, (4) complete within a reasonable time any building or buildings new or at any time in process of election upon and premises; (5) comply with all requirements of law or municipal ordinances with respect to the premises and the use thereof; (6) make no material alternations in said premises except as required by law or municipal ordinance.

2. Mortgagors shall pay before any penalty attactes 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, furnish to the Mortgagore duplicate receipts therefor. To prevent default becomes Mortgagors shall pay in full under protest, in the manner provided by statute, any last or assessment which Mortgagors may desire to contest.

1. 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 become required to be paid by Mortgagers, or changing in any way the laws relating to the taxation of mortgages or debts seemed by montgages or the mortgage's interest in the property, or the manner of collection of taxes, so as to affect this mortgage or the debt seemed 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 effect, by notice in writing given to the Mortgagors, to declare all of the indebtedness secured hereby to be and become due and payable staty (60) days from the giving of such notice.

4. If, by the laws of the United States of America or of any state having periodiction in the prendses, 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 is the manner required by any such has. The Mortgagors further covenant to hold harmless and agree to indemnify the Mortgagor, and the Mortgagore's successor 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 for gagors are not in default either union the terms of the note secured hereby or under the terms of this mortgage, the Mortgagors such privilege of making prepayments on the principal of said note (in addition to the required payments) as may be provided in solo note.

6. Mortangors shall keep all by Idines and Improvements now or hereafter situated on said premises insured against loss or damage by fire, lighteding and windstorm under policies providing for payment by the insurence companies of moneys sufficient either to pay the cost of replacing or repairing the same of to pay in fulf the indebtedness secured hereby, all in companies substactory to the Mortanger, under insurance policies payable, in case of loss or damage, to Mortanger, such rights to be evidenced by the standard munipage clause to be attached to each policy, and shall deliver all publicles, including additional and renewal policies, to the Mortangee, 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 may but need not, make full or partial payments of principal or interest on prior encountries, if any, and purchase, discharge, compromise or settle any tax lien or other prior lien or title or efain thereof, or redeem from any tax sale or forfeiture affecting said premises or coal stany tax or assessment. All moneys paid for any of the purposes begin authorized and all expenses paid or incurred in connection recreasing, 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 innucliately due and payable without notice and with interest thereon at the highest rate now permitted by Illinois law. hastion of Mortgagee shall never be considered as a waiver of any right accruing to b. Mortgagee on account of any default hereunder on the part of the Mortgagors.

B. The Mortgagee making any payment hereby authorized counting to taxes or assessments, may do so according to any bill, statement or estimate produced from the appropriate public office without make into the accuracy of such bill, statement or estimate or into the validity of any tax, assessment, sale, forfeiture, tax fien or title contains thereof.

9. Mortgagors shall pay each item of indebtedness herein men lined, both principal and interest, when due according to the terms hereof. At the option of the Mortgagee and without notice to Mortgagors, at 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) wher default shall occur and continue for three days in the performance of any other agreement of the Mortgagors berein contained.

1d. When the indebtedness hereby secured shall become due whether by acceleration 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 or chalf of Mortgagee for attenneys' fees, appraiser's fees, outlays for documentary and expert evidence, stenographers' charges, publication costs and costs (which may be estimated as to items to be expended after entry of the decree) of procuring all such abstracts of title dile searches, and examinations, tille insurance policies, Torrens certificates, and similar data and assurances with respect to title as Mortgage have deem to be reasonably necessary either to prosecute such suit or to evidence to bidders at any sale which may be had pursuent it such decree the tine condition of the title for the value of the premises. All expenditures and expenses of the nature in this paragraph mer tioned shall become so much additional indebtedness secured hereby and immediately due and payable, with interest thereon at the himself rate now permitted by Illinois law, when paid or incurred by Mortgagee in connection with (a) any proceeding, including probate and bar an prey proceedings, to which the Mortgagee shall be a party, either as plaintiff, claimant or defendant, by reason of this mortgage or any highestedness laceby secured; or (b) 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 order of priority: First, on account of all costs and expenses incldent 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 explanced by the note, with interest thereon as herein provided; third, all principal and interest remaining unpaid on the note; for the overplus to blace 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 coard, int 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 previous 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, issues and profits of said premises during the pendency of such foreclosure suit and, in case of a sale and a deciency, 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 foreclosing this mortgage, or any tax, special assessment of 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. sale; (2) the deficiency in case of a sale and deficiency.

§3. 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 Mortgagoe such sums as the Mortgagoe 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 fien 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 bereaf, shall extend to and be binding upon Mortgagors and all persons claiming under of 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 "Metapagee" about the successors and assigns of the Mortgagee named herein shall include the successors and assigns of the Mortgagee named herein and the holder or hulders, from time to time, of the note secured hereby.