## MORTULA (NO. FFI FOR INC. 1985)

CIAL COPY : :

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AUTION. Consult a level twice using or acting under this form. Neither the publisher nor the seller of this form

(CITY)

OR RECORDER'S OFFICE BOX NO.

Commence of the commence of th	ict therein), including any warranty of merchantability or fitness for a particular purpose.	-4
9		
TRIS INDENTURE A	made FEBRUARY 23 19 93, between	93191652
William J.	Wojcik and Diane L. Wojcik, his	wife
. 5 East Berk	cshire	
Mt. Prospec	CL Illingis 60056	~ 260
no horem referred to as "N	tongagors, and Leon J. Miller or	BOX 260
	iller, 25900 Annesley, Beachwood	
Ohio 44122		
INO ANE	STREET) (CITY) (STATE)	Above Space For Recorder's Use Only
* herein referred to as "M	fortgagee," witnesseth: S the Mortgagors are justly indebted to the Mortgagee upon the in	
	s the stortgagors are justive indepted to the moragages upon the interpretation of 100s	
6_50,000.00	), rayable 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 t	rate and in a stallments as provided in said note, with a final payment incipal and integers are made payable at such place as the holders of the	of the halance due on the 15.9. day of 9.4015
of such appointment, th	ien at the of recitite Mongagee at 25900 Annesley	Beachwood, Ohio 44122
NOW, 144 R110 and lemmations of the or	RE: the Mortgagus' or cure the payment of the said principal sum of nortgage, and the performance of the covenants and agreements her not One Dollar in handpoid, the receipt whereof is hereby acknowledging ages coversors and assigns, the following described Real Estate at	money and said interest in accordance with the terms, provisions ent contained, by the Mortgagors to be performed, and also in ted, do by these presents CONVEY AND WARRANT unto the
	rtgaged successors and laigns, the following described Real Estate at 11age of Mt. Plospect county of C	id all of their estate, right, title and interest therem, situate, lying
and being in the V-1	Trade of Mc. Prospect, County of	AND STATE OF ILLINOIS, ID WIL
LOT	2 IN BLOCK 2 IN COUNCIL TRAIL EST	TATES, BEING A SUBDIVISION
DE P	PART OF THE SOUTH WEST 1/4 OF SECTION 11 EAST OF THE THIFD PRINCIPAL	MERIDIAN, IN COOK COUNTY,
	NOIS.	. DEPT-01 RECORDINGS \$23.00
		. 7#7777 TRAN 6249 03/15/93 12:53:00 . #5031 # ⇒-93-191682
		COOK COUNTY RECORDER
	0,	93191682
which, with the property	hereinafter described, is referred to herein as the "premises.	93191682
	hereinafter described, is referred to herein as the "premises.  08-12-312-044	93191682
Permanoni Real I state	tindex Number(s): 08-12-312-044	33191683
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(STATE)

## **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 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 necuanic'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 satisfactor; evidence of the discharge of such prior to the Mortgagee. (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 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 engement 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 better 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 to 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 of 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 further 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 shall have such privilege of making prepayments on the principal of said note (in addition to the required payments) as may be provided it said note.
- 6. Mortgagors shall keep al wilstings 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 moneys sufficient either to pay the cost of replacing or repairing the saine in 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.
- 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 encombrances, if any, and purchase, discharge, compromize 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 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 attorneys fees, and any other moneys advanced by Mortgagee to 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 thereon reach highest rate now permitted by Illinois law. Inaction of Mortgagee shall never be considered as a waiver of any right accruing to the Not gagee 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 ino including into the accuracy of such bill, statement or estimate or into the validity of any tax, assessment, sale, forfeiture, tax lien or title or claim thereof.
- 9. Mortgagors shall pay each item of indebtedness herein mendoue l, both principal and interest, when due according to the terms hereof. At the option of the Mortgage and without notice to Mortgagors, all unpaid indebtedness secuted 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) where 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 precleration 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 on behalf of Mortgagee for attorreys' 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 tite, tide searches, and examinations, title insurance policies. Foreign seerificates, and similar data and assurances with respect to title as "orlgagee may deem to be easonably necessary either to prosecute such suit or to evidence to bidders at any sale which may be had pursual 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 it contioned shall become so much additional indebtedness secured betterly and immediately due and payable, with interest thereon at the hungs true now permitted by Illinois law, when paid or incurred by Mortgagee in connection with (a) any proceeding, including probate and ban' moley proceedings, to which the Mortgagee shall be a party, either as plaintiff, claimant or defendant, by reason of this mortgage or at a indebtedness hereby secured, or (b) preparations for the commencement of any suit for the foreclosure hereof after accural 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 order of priority: First, on account of all costs and expenses incident to the foreclosure proceedings, including all such items as are measured in the preceding paragraph hereof, second, all other items which under the terms hereof constitute secured indebtedness additional to that evidenced by the priority interest thereon as herein provided, third, all principal and interest remaining unpaid on the note; fourth, any overplus to Morthagors, 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 hoppoint a receiver of said premises. Such appointment may be made either before or after sale, without notice, without regard to the solvency or molvency 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, issues and promises 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 orier 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 flen 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 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.