CIAL COPY:

THIS INDENTURE, made April 16, 19.9.3 Novem	93281992
THIS INDENTURE, made 19.2.3., he wen	-9007939
Billy R. Davis, divorced and not	
since remarried	. DERFERDE RECORDENG . T\$2000 THAN 9085 D4/16/03 11:22
14631 S. Homan Midlothian II, 60445	. \$53354 × -73-281991
(NO. AND STREET) (CITY) (STATE) herein referred to as "Mortgagors," and Sharon A. Daly,	
divorced and not since remarried	0.0004.003
14631 S. Homan Midlothian IL 60445	93281992
(NO AND STREET) (CITY) (STATE)	Above Space For Recorder's Use Only
nerem referred to as "Mortgagee," witnesseth: THAT WHEREAS the Mortgagors are justly indebted to the Mortgagee upon the install SIXTY-FIVE HUNDRED EVEN	ment note of even date berewith, in the principal sum of
(\$ 6,500.00), 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 at (a) installments is provided in said note, with a final payment of the 1994, and all of said principal on, interest are made payable at such place as the holders of the not	
of such appointment, then at the offer of the Mortgagee at 11555 S. Harlem A	ve. Worth, IL 60482
c/o Attorney Peter J. Bilanzic. NOW, THEREFORE, the Mortgo or a secure the payment of the early precapal sum of more	ies and said interest in accordance with the terms, crossissions
and limitations of this mortgage, and the set ormance of the covenants and agreements berein a consideration of the sum of One Dollar in bands and, the receipt whereof is bereby acknowledged. Mortgagee, and the Mortgagee's successor, and assigns, the following described Real I state and all and being in the VILLAGE Of MIDLETIAN. COUNTY OF COOK	ontained, by the Mortgagors to be performed, and also in so by these presents CONVEY AND WARRANT unto the lof their estate, right, title and interest therein, situate, lying
LOT 20 IN BLOCK 9 IN ARTHUR T. MCINTOSH AND C GARDEN SUBDIVISION IN THE SOUTH 1/2 OF THE MO TOWNSHIP 36 MORTH, RANGE 13 DAST OF THE THIRD COUNTY, ILLINOIS	RTHEAST 1/4 OF SECTION 11,
COUNTY, IDDINOIS	.R DEFT-01 RECOPDING
τ_{C}	. 1\$3222 TRÁN 9023 84/16/93 11:223 , \$3320 \$ *93-281992 . 000: 00UNTY PECORDER
which, with the property hereinafter described, is referred to herein as the "premises?" Permanent Real Estate Index Number(s): _28-11-227-067	
Address(es) of Real Estate: 14631 S. Homan, Midlothian, IL	60-145
I apparatus, equipment or articles now or he reaffer therein or thereon used to supply heat, gas, at night units or centrally controlled), and wen lation, including (without restricting the foregoing), overings, mador heds, awnings, stooks and water heaters. All of the foregoing are declared to be a rinut, and it is agreed that all similar appara us, equipment or articles here ifter placed in the precision of the real estable of the Mortgagee, and the Mortgagee's successorers for the AND TO HOVE AND TO HOVE the premise is unfor and by surfue of the Mortgagee's successorers forth, free from all rights and hence to under and by surfue of the Homestead Exemption of Mortgagors do hereby expressly release as divance.	id on a pointy 5 ith said real estate and not second analy) and roundition, writer, light, power, refrigeration (whether secrems, win dows shades, storm dones and windows, floor part of said real of, to whether physically attached thereto mises by Mortg, or is or their successors or assigns shall be said assigns, forever, for the purposes, and upon the uses
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THE COVENANTS, CONDITIONS AND PROVISIONS REFERRED TO ON PAGE (THE REVERSE SIDE OF THIS

- 1. Mortahors 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 liens or thems 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 requiest exhibit satisfactory evidence of the discharge of such proposation to the Mortangeet of the first and the lien are associable time any buildings now or at any time in process of erection upon sail 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 toxes, 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 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 Mortgagee the payment of the whole or any part of the taxes or assessments or charges or bens berein required to be paid by Mortgagors, or changing in any way the laws recating to the taxation 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 by the holder thereof, then and in any such event, the Mortgagors, upon demand by the Mortgagors, shall pay such taxes or assessments or remburse the Mortgagors taxetiff and the however, that if in the opinion of counsel for the Mortgagor (a) it might be unliabled to require Mortgagors to make such payment or to the making of such payment might result in the imposition of interest beyond the maximum amount permitted the mortgagors, to declare all of the indebtedness secured hereof 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 basing purisdiction in the premises, any tax is due or becomes due in respect of the issuance of the note hereby secured, the Mortgagois covenant and agree to pay such tax in the manner required by any such law. The Mortgagois further covenant to hold harmless and agree to indemnify the Mortgagoe, and the Mortgagoe's successors or assigns against any liability Inchied by reason of the imposition of any tax on the issuance of the note secured hereby.
- 5. At such time as the Afortgagors are not in default either under the terms of the note secured hereby or under the terms of this mortgage, the Mortgagors she's 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 of hilldings 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 now the cost of replacing or repairing the same or to pay in full the indebtedness secured hereby, all in companies satisfactors to the Mortgagee. Under insurance policies payable, in case of loss or damage, to Mortgagee, such rights to be evidenced by the standard mortgage close to he 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 hereinhefore required of ortgagoes in any form and manner deemed expedient, and may but need not, make full or partial payments of principal or interest on prior encumbrances, if any, and purchase, discharge, compromise or settle any tax hen or other prior lien or title or claim thereof, or redeem from any tax sale or forfeiture affecting said premises or confus, any tax or assessment. All moneys paid for any of the purposes herein authorized and all expenses paid or incurred in connection facet lifts including attorneys fees, and any other moneys advanced by Mortgage 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 thereon a 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 Mortgagois
- 8. The Mortgagee making any payment hereby authorized elating to taxes or assessments, may do so according to any bill, statement or estimate procured from the appropriate public office without it, using into the accuracy of such bill, statement or estimate or into the validity of any tax, assessment, sale, forfeiture, tax lien or title of claim thereof.
- 9. Mortgagors shall pay each item of indebtedness berein mentioned, both principal and interest, when due according to the terms hereof. At the option of the Mortgagee and without notice to Mortgagors, 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 fall immediately in the case of default in making payment of any installment of principal or interest on the note, or this whole lefault shall occur and continue for three division the performance of any other agreement of the Mortgagors herein contained.
- 10. When the indebtedness hereby secured shall become due whether by accideration or otherwise. Mortgagee shall have the right to foreclose the lien hereof. In any suit to foreclose the lien hereof, there shall be all swed and included as additional indebtedness in the decree for sale all expenditures and expenses which may be paid or incurred by or an behalf of Mortgagee for attorneys' fees, appraiser's fees, outlays for documentary and expert evidence, stenographers' charges, publication costs and costs (which may be estimated as tenographers) charges, publication costs and costs (which may be estimated as tenographers) charges, publication costs and costs (which may be estimated as tenographers) charges, publication of the sale of the preparation of the suit or to evidence to bidders at any sale which may be had pure unit to such decree the true condition of the first to or the value of the premises. All expenditures and expenses of the nature m his paragraph pentioned shall become so much additional indebtedness secured hereby and immediately due and payable, with interest thereon at the high state now permitted by Illinois law, when paid or incurred by Mortgagee in connection with (a) any proceeding, including probate and han ripidely proceedings, to which the Mortgagee shall be a party, either as plaintiff, claimant or defendant, by reason of this mortgage or are indebtedness hereby secured or the preparations for the commencement of any suit for the foreclosure hereof after accrual of such right in faccious 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 sele 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 more ones 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; 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 foreclose 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 regard to the solvenes or insolvency of Mortgagors at the time of application for such receiver and without regard to the then value of the primary or whether the same shall be then occupied as a homestead or not, and the Mortgagore 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 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 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
- 15. The Mortgagora 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 see 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 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 "Mortgageen 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.

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