## FIFST FEDERAL/SINVINGS BANK -633 LA SALLE STREET, OTTAWA, IL 61250 Gary P. Horwitz and Gertrude Horwitz, a widow Farm of the Co.

The	MORTGAGOR(S) in ston	Heights	Cook	and		Illinois	
MOF	TTGAGE(S) and WARRANT ness in Ottawa	T(S) to Ist Federal S	avings pank , a(n)	Corporat	ion y	vith its principa ng described re	
situa	Southeast 1/4 Third Princi	ake Arlington of Section 1 pal Meridian, recorded July Cook	B, Township in Cook Co	42 North bunty, Ill as Documen	, Range inois	according 8-322995,	of the
TOG rents	ETHER with all ovildings, find issues, and a	ixtures and improvemall right, title, and Inte	ents now or herea rest of the Mortga	fter erected the gors in and to	reon, the app said real est	purtenances the late.	arelo, the
	Mortgagors hereby telease	and waive all rights uand the United State	=	e of the Homes	tead Exempl	llon Laws of the	State cf
This	Mortgage secures the pe	for nance of obligati	ons pursuant to I	he Home Equi	ty Line of C	Credit Agreeme	int dated
as if time total a	e advances as are made pu such future advances were of execution hereof and all amount of indebtedness sec	e made on the date of though there may the cured hereby may incre	f execution hereof no indebtedness lase or decrease fr	, although there outstanding at toom time to time.	e may be no the time any but the total	advances mad advance is madvance is madvan	de at the ade. The ad hereby
shall plus desc	not exceed \$ One Hur interest thereon and any diribed herein plus interest of	sbursements made to an such disbursement	or payment of taxes	s, special asser	(多) ssments or in TYPO (2021)	nsurance on re	al estate
MOR	TGAGORS COVENANT AI	ND WARRANT:	GE RESAUCEA	TO THE ROLL OF STREET	" OF REFU	ED AT THE PUBLIC S DISCLAIMS ALL	Lindality
	To pay the indebtedness a To maintain the premises is with or cause to be complicate premises; and to promote lien of this mortgage wor materially alter any build written consent of the Mor	ed with all statutes, or ptly repair, restore, rep hich may be damaged ling or other property r tgagee.	ed. 6831 MER ACCEPTED TO THE PROPERTY OF THE P	AS ALL RESPONSING SHEET AND SHEET OF AN AND CASUALLY WE ANY CA	id the two	CHARLET IN THE NUM CURKECTNESS OF the premises; to ntal authority re or hereafter so ot to remove, do ortgage without	iBER, THE THIS PRO- p comply plating to ubject to emolish, the prior
 	To keep the buildings on the by fire, lightning, windstorm surance, all in amounts apprequired by Mortgagee, aga provided for shall be in the with mortgage clause satisfi	n, hail, explosion, aircr proved by the Mortgac linst any other risk inst I form and companies	aft, vehicles, smok gee not exceeding ured against by per approved by the	te and other case 100% of the fursions operating Mortgagee. Mo	sualtius covo Il insurable i like properti rtgagors sha	red by extender alue and, to the es. All insurance of deliver to Mo	d fire in- le extent le herein ortgagee

To pay all taxes, assessments, special assessments, water rates, sewer service charges and other charges now or hereafter assessed or liens on or levied against the premises or any part thereof.

Mortgagors for the repair of said buildings or for the erection of new buildings in their place.

or compromise all claims under all policies and to demand a receipt for all moneys becoming payable thereunder and to receive any money for loss or damage. Such amount may, at the option of Mortgagee, be retained and applied by the Mortgagee toward the payment of the moneys secured by this mortgage or be paid over wholly or in part to the

- Mortgagors have good title to the premises and have the right to mortgage the same and shall make, execute, acknowledge or deliver in due form of law all such further or other deeds or assurances as may, at any time hereafter, be required for more fully and effectively carrying out the mortgage to the premises described and shall defend said premises from all and any person, firm or corporation deriving any estate, title or interest therein against said Mortgagors and all persons claiming through the Mortgagors.
- To permit the Mortgagee and any persons authorized by the Mortgagee to enter and inspect the premises at all reasonable times.
- Not to assign the whole or any part of the rents, income or profits arising from the premises without the written consent of the Mortgagee.

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- In the event of default in the parform rice or any at the Meltgagors coyunaris or agreements herein, the Mortgagee. at the Mortgagee's option, may perform the same, and the cost thereof with interest at 20.00. We ber annum shall immediately be due from Mortgagors to Mortgagee and included as park of the indebted@@ssecured by this mortgage.
- The whole of the principal sum and interest thereon shall be due at the option of the Mortgagee upon the happening of any one of the following events: (a) if Mortgagors fail to comply with any repayment term or condition of the Home Equity Line of Credit Agreement; (b) if Mortgagors have engaged in fraud or material misrepresentation in connection with said Agreement; (c) if Mortgagors have engaged in any action or have failed to act in a way which adversely affects the Mortgagee's security or any right of the Mortgagee in such security including, but not limited to, (i) default in the observance or performance of any of the covenants or agreements of the mortgage hereunder, which default is not corrected by Mortgagors within ten (10) days after receipt of notice of said default (ii) the assertion of any liens, mechanics' or otherwise, against the premises (iii) the assignment by Mortgagors for the benefit of creditors (iv) the appointment of a receiver, liquidator or trustee of the premises and the adjudication of the Mortgagors to be bankrupt or insolvent or the failure to make payments under a reaffirmation plan and (v) the sale or transfer of the Mortgagor's interest in real estate which is security for this indebtedness; and the whole sum may forthwith be collected by suit at law, foreclosure of, or other proceedings upon this mortgage or by any other legal or equitable procedure without notice or declaration of such action.
- Upon or at any time after filling a suit to foreclose this mortgage, the court in which such suit is filed may appoint any qualified person, corporation or banking association (including Mortgagee itself) named by Mortgagee, a receiver of the premises; such appointment may be made either before or after the sale, without notice and without requiring a bond (notice and bond heing hereby waived). Such receiver shall have the power to collect rents, issues and profits of said premises during the pendency of such foreclosure suit, and in the case of a suit and deficiency, during the full statutory redemption, if any, as well as during any further times, when the 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 usual in such cases for the protection, possession, control and operation of the premises during the whole of said period; and the receiver out of such rores, issues and profits, may pay costs incurred in the management and operation of the premises, prior and coordinate liens, if any, taxes, assesments, and insurance and pay ail or any part of the indebtedness secured hereby or any deficiency decree.
- In any suit to foreclose the tien of this mortgage there shall be allowed and included as additional indebtedness in the decree for sale all expenditures and expenses which may be paid or incurred on behalf of the Mortgagee, including but without limitation thereto, attorneys' fees, app aisers' fees, surveys, title searches and similar data.
- To pay all costs incurred, including reasonable attorneys' fees, to perfect and maintain the lien on this mortgage. 12.
- The rights and remedies of the Mortgagee are cumulative; may be exercised as often and whenever the occasion thereof arises; the failure of the Mortgagee to exercise such rights of ramedies or any of them howsoever often shall not be deemed a waiver thereof; and shall inure to the benefit of its suggestors and assigns.
- The party or parties named above as Mortgagor and their respective heirs, personal representatives, successors and assigns are jointly and severally liable to perform the covenants herein, and the term "Mortgagors" shall include all

parties executing this mortgage, their respective heirs,	personal representativas, and assigns.	
IN WITNESS WHEREOF, Mortgagors have set their hands	and seals thisday of	93
X Jany Journ (SEAL)	X Marcy Horwith	(SEAL)
(SEAL)	Detrice Hours	(SEAL)
STATE OF Illinois )ss.	. T#8583 TRANSAGL 05.1	353 <b>93</b> 3
COUNTY OF Karu	. COOK COUNTY RECORDS	R
the undersigned	, a Notary Pubic in and for the	
State aforesaid do hereby certify that Gary P. Horw personally known to me to be the same persons whose name me this day in person and acknowledged that they signed, se tary act for the uses and purposes therein set forth, including	s are subscribed to the foregoing instrument, appealed and delivered the said instrument as their fre	eared before e and volun-
Given under my hand and Notarial seal this 1	_ day of May	, 19 <u>93</u> .
	Muil & Roberts	
My Commission Expire DAVID K ROBERTS NOTARY PUBLIC. STATE OF ILLINOIS MY COMMISSION EXP: 10/10/95	FIRST FEDERAL SAVINGS BANK CONSUMER LOAN DEPARTMENT 633 LASALLE STREET	
FORM NO. IBA-HE 8  COPYRIGHT 1989, ILLIANA FINANCIAL, INC. Hickory Hills, IL. and ILLINOIS BANKERS ASSOCIATION. Chicago, IL. IAN Rights Reveryed?	OTTAWA, IL 61350 or From ILLIANA FINANCIAL HICKORY HIRE, IL 80455-0227. ( This Form Approved The Minoria Sentence Am	(106) Sye-wood d By

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