September 101 OFFICIAL COPY 93356190

9	MORTGAGE (Illinois)	Ì			250
\tilde{a}	For Use With Note Form No. 1447				81
Q F		l	(Above Space For Rec	corder's Use Only)	Le const Caro as man
TI	US INDENTURE, made May			سم Corporation	
\sim	5114 W. Madison Street,	Curcago Tirruois o	(No. and Street)	(City)	(State)
o her	ein referred to as "Mortgagors," and	Gwendolyn Hay	es	The second secon	
P	. O. Box 195, Oak Hill,	West Virginia 29501	(State)	herein referred to as "Mor	tgagee," witnesseth:
N of	THAT, WHEREAS, the Mortgagor one hundred eleven tho	is justly indepted to the Mort	gagee upon the installme	nt note of even date herewil	h, in the principal sum
bul.	y the said principal sum and interest. 7th day of May, 2000	, and all of said principa	is provided in said note, if and interest are made	with a final payment of the payable at such place as the	he balance due on the
os Os	ny from time to time, in writing appuak Hill, West Virginia	47JU1		nee the the mortgages m	
for CC	NOW, THEREFORE, the Mortgagovisions and limitations of this mortgamed, and also in conferation of the NNVFY and WARRAN, unto the Mate, right, title and interest therein, situate,	ige, and the performance of the e sum of One Dollar in hand j ortgagee, and the Mortgagee's si late, lying and being in the	covenants and agreemed paid, the receipt whereconcessors and assigns, the	its herein contained, by the of is hereby acknowledged, e following described Real	do by these presents Estate and all of their
Ci		COUNTY OF	Cook	AND STATE O	OF ILLINOIS, to wit:
Lo 76 of	ots 5, 6 and 7 in bicck ots 20, 23 to 29, inclus 5, 78 and 79 in C. J. Hu E Section 9, Township 39 on Cook County, Illinois.	ive, Lots 33 to 66, i O's subdivision of t	inclusive; lots the west 1/2 of	70, 71, 72, 74, 7 the south east 1/4	5, 4
PI	N: 16-09-425-035-0000	; 16-09-4:25-036-0000) Volume 55	Ю	
estar wate sere deel artic upor whi	TOGETHER with all improvements cof for so long and during all such it te and not secondarify) and all apparer, light, power, refrigeration (wheth ens, window shades, storm doors an ared to be a part of said real estate cles hereafter placed in the premises be TO HAVE AND TO HOLD the pron the use, herein set forth, free from the said rights and benefits the Morte The name of a record owner is: Ki	mes as Mortgagors med de enti- atus, equipment or arti-les now- er single units or centrally cor- d windows, floor coverings, in whether physically attached the y-the Mortgagors or their succe- emises unto the Mortgagoe, and all rights and benefits under a agors do hereby expressly releas	tled thereto (which are or hereafter therein or the trolled), and ventilation ador beds, awnings, stocceto or not, and it is sons or assigns shall be the Murtgagee's successing by virtue of the Hon	pled, ed primarily and on a hereon used to supply heat, i, including (without restri- res and water heaters. All agreed that all similar app considered as constituting p sors and assigns, forever, f	parity with said real gas, air conditioning, cting the foregoing), of the foregoing are aratts, equipment or art of the real estate, or the purposes, and
		COBK COUNTY, ILLINOIS FILED FOR RECORD	C		
				6190	
		93 MAY 12 AM 11: 59	2300	10130	
are i	This mortgage consists of two page neorporated herein by reference and WITNESS the hand and scal	are a part hereof and shall be	binding on the Mortgag ear first above written. N	on 9.8: 2 (the reverse sicors, their heirs, successors: Tello Mayer	President (Scal)
	Cook				Secretary
State	of Illinois, County of	in the State aforesa	id DO HERERY CER	dersigned, a Notary Public i	ane, in his
	الله المواجعة المعادية المعاد المعادية المعادية ال	capacity as	s a corporate	officer of Ki	Ki_corporation
	IMPRESS.	personally known to	me to be the same per	son whose name IS	
	/ 150 月原程 / 01 12 00	subscribed to the for	egoing instrument, appearance signed, sealed and deliver	ared before me this day in pered the said instrument as	his
	The state of the s	free and voluntary a waiver of the right of	ct, for the uses and pur	ered the said instrument as poses therein set forth, incl	uding the release and
		- ·		Mav	93
	n under my hand and official seal,	, ,	day of	A But Ans	19.7.
This instrument was prepared by Robert B. Simon, 180 W. Washington St. #500, Chicago, IL 60602 (NAME AND ADDRESS)					
			•		FO
			ADDRESS OF 1 5112-5116 W.	Madison Street,	
	NAME ROBERT		Chicago, Ill	inois 60644	Als Maria
	/ A Z 14" #		1		(1) / P

OR

MAIL TO:

RECORDER'S OFFICE BOX NO.

ADDRESS 180W. WASTINGTON

CITY AND CHICAGO, IL ZIP CODE GOCOS

STATE

(Address)

(Name)

SEND SUBSEQUENT TAX BILLS TO:

56190

THE COVENANTS, CONDITION AND TRAVELOSS LEARNED TO OF PLANTING REVERSE SIDE OF THIS MORTGAGE)

- 1. Mortgagors shall (1) promptly repair, restore or robuild 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 mechanic's or other liens or claims for lien not expressly subordinated to the fien 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 satisfactory evidence of the discharge of such primition to the Mortgagee; (4) complete within a reasonable time any buildings or buildings now or at any time in process of election 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 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 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 mortgage'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 require Mortgagee therefor; provided, however, that if in the opinion of coonsel for the Mortgagee (a) it night 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 in writing given to the Mortgagors, to declace 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 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 Mortgagoes 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 parents) as may be provided in said note.
- 6. Mortgagors shall keep all buildings and improvements now or hereafter situated on said premises insured against loss or damage by fire, lightning and winastern under policies providing for payment by the insurance companies of moneys sufficient either to pay the cost of replacing or repairing the same or to pay in full the indebtedness secured hereby, all in companies satisfactory to the Mortgagee, under insurance policies payable, it 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 regiwal policies not less than ten days prior to the respective dates of expiration.
- 7. In case of default therein, Morgagee may, but need not, make any payment or perform any act herembefore required of Mortgagers in any form and manner deemed experient, 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 lien or other prior lien or title or claim thereof, or redeem from any tax sale or inferture affecting said prepairs or context any tax or assessment. All moneys paid for any of the purposes herein authorized and all expenses paid or incurred in convection therewith, including attorneys' fees, and any other moneys advanced by Mortgagee to protect the mortgaged premises and the lien hereof, so, ill be so much additional indebtedness secured hereby and shall become immediately due and payable without notice and with interest, here in at 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 utiliorized relating to taxes or assessments, may do so according to any bill, statement or estimate produced 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 lien or disc or claim thereof.
- 9. Mortgagors shall pay each item of indebtedness herein mentioned, both principal and interest, when due according to the terms hereof. At the option of the Mortgagee and without notice to Mr/tgagors, all 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, o. (b) when 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 whet'er by acceleration or otherwise. Mortgagee shall have the right to forcelose the lien hereof. In any suit to fareclose the lien bereof, there in it 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 attorneys' fees, appraiser's fees, outlays for documentary and expert evidence, stenographers' charges, profication 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, title searches, and examinations, title insurance policies, Torrens certificates, and similar data and assurances with respect to title as Mortgagee may deem to be reasonably necessary either to prosecute such suit or to evidence to bidders at any sale which may be had outs ant 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 pragraph mentioned shall become so much additional indebtedness secured hereby and immediately due and payable, with interest thereon as the 'aphest rate now permitted by Illinois law, when paid or incurred by Mortgagee in connection with (a) any proceeding, including probate and bankruptcy proceedings, to which the Mortgagee shall be a party, either as plaintiff, claimant or defendant, by reason of this mortgage or any indebtedness hereby secured; or the preparations for the commencement of any suit for the forcelosure hereof after accrual of such 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 the montioned 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 wich complaint 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 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 profits of said premises during the pendency of such foreclosure suit and in case of a saie 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 lieu 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, 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 binding 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.