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COOK COUNTY RECORDER

MORTGAGE

RESIDENTIAL REHABILITATION PROGRAM

\$ 28,279 Project Number: 93-5

THIS MORTGAGE, made this 19 day of November, 1993,
between Daniel Sanchez,
hereinafter referred to as Mortgagor, and the VILLAGE OF WHEELING
an Illinois municipal corporation, hereinafter referred to as Mortgagee.
COOK COUNTY RECORDER

WITNESSETH, that to secure payment of a Promissory Note of
even date from Borrower to Lender in the sum of twenty eight
thousand two hundred seventy nine (\$28,279), the
Mortgagor hereby mortgages and warrants to Mortgagee, its
successors and assigns, the following described real estate
situated in the Village, of Wheeling,
County of Cook, and State of Illinois, hereby expressly
releasing and waiving all rights under and by virtue of the
homestead exemption of the laws of the State of Illinois to wit:

" Lot 123 in William Zelosky's subdivision Milwaukee Avenue to
Wheeling, Section 2, Township 42 North, Range 11 east of the
third principal meridian, in cook county, Illinois."
143 W. STROUB AVE
P.O. 03-02-314-005

Together with all the right, title and interest, if any, of
the Mortgagor of, in and to any streets and roads abutting the
above-described premises to the center line thereof.

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Together with all fixtures and articles of personal property now or hereafter attached to, or contained in and used in connection with said premises, including but not limited to all appurtenances, machinery, plumbing, heating, lighting and cooling fixtures, cabinets, pumps, awnings, shades, screens, storms, plants and shrubbery.

Together with any and all awards heretofore and hereafter made to the present and all subsequent owners of the mortgaged premises by any governmental or other lawful authorities for taking by eminent domain the whole or any part of said premises or any easement therein, including any awards for any changes of the grade of streets, which said awards are hereby assigned to the holder of this mortgage, who is hereby authorized to collect and receive the proceeds of any such award from such authorities and to give proper receipts therefor and to apply the same toward the payment of the amount owing on account of this mortgage and the accompanying Promissory Note, notwithstanding the fact that the amount owing thereon may not then be due and payable and the said Mortgagor hereby covenants and agrees, upon request, to make, execute and deliver any and all assignments and other instruments sufficient for the purpose of assigning the aforesaid award to the holder of this mortgage, free and clear of any and all encumbrances of any kind or nature whatsoever.

The aforementioned Promissory Note provides that Mortgagors promise to pay to the order of Mortgagee the principal sum,

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without interest payable only upon the happening of the first of the following events:

(a) When the real estate secured hereby is no longer the primary residence of the makers hereof, or;

(b) Upon the death of all of the makers hereof, or;

(c) Upon the sale, transfer, conveyance or assignment of any portion or interest in the real estate secured hereby or in the event any maker hereof enters into Articles of Agreement for the sale of the aforesaid real estate or for the sale of any portion of interest of the aforesaid real estate.

The Mortgagor hereby covenants with the Mortgagee and the conditions of this Mortgage are as follows:

1. At the time of the execution and delivery of this Mortgage, the above-described real estate is free of all liens and encumbrances whatsoever.

2. 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 mechanic'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 satisfactory evidence of the discharge of such prior lien to the Mortgagee; (4) complete within a reasonable time any building or buildings now or at any time in process of erection upon said

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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.

3. 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.

4. 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 herein 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

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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 declare all of the indebtedness secured hereby to be and become due and payable sixty (60) days from the giving of such notice.

5. 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 Mortgagee, and the Mortgagee's successors or assigns, against any liability incurred by reason of the imposition of any tax on the issuance of the Note secured hereby.

6. 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 in said Note.

7. Mortgagors shall keep all buildings and improvements now or hereafter situated on said premises insured against loss or damage by fire, lightning and windstorm under the policies providing for payment by the insurance companies of moneys sufficient either to pay the cost of replacing or repairing the

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same or 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 (10) days prior to the respective dates of expiration. Mortgagor agrees to reimburse the Mortgagee for any premiums paid for any such insurance made by the Mortgagee on the Mortgagor's default or on the Mortgagor's failure to so insure the premises.

8. 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 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 forfeiture affecting said premises or contest any tax assessment. All moneys paid for any of the purposes herein authorized and all expenses paid or incurred in connection therewith, 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 immediately due and payable without notice and with interest

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thereon at the rate of 1.1 per cent per month. 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.

9. 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 inquiry into the accuracy of such bill, statement or estimate or into the validity of any tax, assessment, sale, forfeiture, tax lien or title claim thereof.

10. Mortgagors shall pay each item of indebtedness herein mentioned, 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 to the contrary, become due and payable (a) immediately in the case of default in making payment of the principal amount on the note, or (b) when default shall occur and continue for three days in the performance of any other agreement of the Mortgagors herein contained.

11. When the indebtedness hereby secured shall become due, 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 attorneys fees, appraiser's fees, outlays for documentary and expert evidence, stenographers' charges, publication costs and costs (which may be estimated as to items

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to be expended after entry to 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 pursuant 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 mentioned shall become so much additional indebtedness secured hereby and immediately due and payable, with interest thereon at the 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 the mortgage or any indebtedness hereby secured; or (b) preparations for the commencement of any suit for the foreclosure hereof after accrued 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.

12. 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 mentioned in the preceding paragraph hereof; second, all other

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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.

13. 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 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 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 sale and a deficiency, during the full statutory period of redemption, whether there be a 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

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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.

14. No transfer of the above mentioned premises by Mortgagor and no extension of time of payment or any other indulgency shall operate to relieve or discharge Mortgagor, it being agreed that the liability of Mortgagor shall continue as principal until all of the indebtedness secured hereby is paid in full, notwithstanding any transfer of said premises, extension of time, or other indulgency to the owner, or other act which might constitute a discharge of surety.

15. 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. In the event Mortgagor shall consist of more than one person, their obligations and liability shall be joint and severable.

16. The Mortgagee shall have the right to inspect the premises at all reasonable times and access thereto shall be permitted for that purpose.

17. 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

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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.

IN WITNESS WHEREOF, Mortgagor signed this instrument on the day and year first above written.

Bob Dault
Borrower

Borrower

Property of Cook County Clerk's Office

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