	AHTEGORY
WINSLOW W. CLIFFORD	This instrument was prepared by (Name) RENEE WOODS
NARY M. CLIFFORD	(Address) 4000 W. NORTH AVE.
	PIONEER BANK & TRUST COMPANY 4000 W. NORTH AVE
2426 N. KIMBALL	CHICAGO, IL 60639
CHICAGO, IL 60647	
MORTGAGOR "I" includes each mortgagor above.	MORTGAGEE "You" means the mortgagee, its successors and assigns.
AL ESTATE MORTGAGE: For value received, I, WINSLOW W. C	PAYMENT OF THE SECURED DESCRIPTION OF THE SECURE
M11 A4 46A4	below and all rights, easements, appurtenances, rents, leases and existing
OPERTY ADDRESS: 2426 N. KIMBALL	, CHICAGO , Illinois 60647
(Street)	(City) IZIP Code)  OT 2 IN KIMBELL'S SUBDIVISION OF THE S 1/2 OF
LOT 17 IN KIMBELL'S SUBDIVISION OF THE E	1/2 OF THE SW 1/4 AND W 1/2 OF THE SE 1/4 OF EAST OF THE THIRD PRINCIPAL MERIDIAN (EXCEPT
PIN: 13-26-426-013	94505482
PROPERTY ADDRESS: 2476 N. KIMBALL AVE., C	HICAGO
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	COUK COUNTY RECORDER
located in	County, liknols. mbrances of record, municipal and zoning ordinances, current taxes and
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## **UNOFFICIAL COPY**

Property of Cook County Clerk's Office

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## **UNOFFICIAL COPY**

- 1. Payments. I agree to make all payments on the secured debt when due. Unless we agree otherwise, any payments you receive from the or for my benefit will be applied first to any amounts I owe you on the secured debt (axclusive of interest or principal), second; to interest or principal. If partief prepayment of the secured debt occurs for any reason, it will not reduce or excuse any subsequently scheduled payment until the secured debt is paid in full.
- 2. Claims against Title. I will pay all taxes, assessments, liens and encumbrances on the property when due and will defend title to the property against any claims which would impair the lien of this mortgage. You may require me to assign any rights, claims or defenses which I may have against parties who supply labor or materials to improve or maintain the property.
- 3. Insurance, I will keep the property insured under terms acceptable to you at my expense and for your benefit. You will be named as ioss payes or as the insured on any such insurance policy. Any insurance proceeds may be applied, within your discretion, to either the restoration or repair of the dernaged property or to the secured debt. If you require mortgage insurance, I agree to maintain such insurance for as long as you require.
- 4. Preparty. I will keep the property in good condition and make all rapairs reasonably necessary.
- 6. Expenses. I agree to pay all your expenses, including reasonable attorneys' fees if I breek any covenants in this mortgage or in any obligation secured by this mortgage. Attorneys' fees include those awarded by an appellate court. I will pay these amounts to you as provided in Covenant 10 of this mortgage.
- S. Default and Acceleration. If I fail to make any payment when due or break any covenants under this mortgage, any prior mortgage or any obligation secured by this mortgage, you may accelerate the maturity of the secured debt and demand immediate payment and exercise any other remady available to you. You may foreclose this mortgage in the manner provided by law.
- 7. Assignment of Rante and Profits, I assign to you the rents and profits of the property. Unless we have agreed otherwise in writing, I may sollect and retain the rents as long as I am not in default, if I default, you, your agent, or a court appointed receiver may take possession and menage the property and collect the rents. Any rents you collect shall be applied first to the costs of managing the property, including court costs and attorneys four, commissions to rents agents, and any other necessary related expenses. The remaining amount of rents will then apply to payments on the provided in Covenant 1.
- 8, Walver of Homestead, I nemby waive all right of homestead exemption in the property.
- S. Lesscholds: Condominium: \*\*\*\* Primed Unit Developments. It agree to comply with the provisions of any lease if this mortgage is on a lesschold. If this mortgage is on a unit in a condominium or a planned unit development, It will perform all of my duties under the covenants, by-laws, or regulations of the condominium or remarks.
- 10. Authority of Mortgages to Perturn for Mortgagor. If I fall to perform any of my duties under this mortgage, you may perform the duties or cause them to be performed. You may right my name or pay any amount if necessary for performance. If any construction on the property is described or not earlied on in a resource manner, you may do whatever is necessary to protect your security interest in the property. This may include completing the construction.

Your failure to perform will not preclude you from exercising any of your other rights under the law or this mortgage.

Any amounts paid by you to protest your securit, interest will be secured by this mortgage. Such amounts will be due on demand and will bear interest from the date of the payment until paid in full at the interest rate in effect on the secured debt.

- 11. Inspection. You may enter the property to inspectall you give me notice beforehend. The notice must state the reasonable cause for your inspection.
- 12. Condemnation, I easign to you the proceeds of any award or claim for damages connected with a condemnation or other taking of all or any part of the property. Such proceeds will be applied as provided in Covenant 1. This assignment is subject to the terms of any prior security agreement.
- 13. Weiver. By exercising any remedy evallable to you, you do not give up your rights to later use any other remedy. By not exercising any remedy, if I default, you do not waive your right to later consider the went a default if it happens again.
- 14. Jaint and Several Liability; Co-signers; Successors and Assigns Bould All duties under this mortgage are joint and several. If I co-sign this mortgage but do not co-sign the underlying debt i do so only to mortgage my interest in the property under the terms of this mortgage. I also agree that you and any party to this mortgage may extend, modify or make any other changes in the terms of this mortgage or the secured debt without my consent. Such a change will not release me from the terms of this mortgage.

The duties and benefits of this mortgage shall bind and benefit the successors and seriges of either or both of us.

15. Notice. Unless otherwise required by law, any notice to me shall be given by delivering it by mailing it by certified mail addressed to me at the Property Address or any other address that I tell you, I will give any notice to you by pertified mail to your address on page 1 of this mertgage, or to any other address which you have designated.

Any notice shall be deemed to have been given to either of us when given in the manner stated shi vs.

- 18. Transfer of the Property or a Seneficial Interest in the Mortgagor. If all or any part of the property or any interest in it is sold or transferred without your prior written consent, you may demand immediate payment of the secured debt. You may also demand immediate payment if the mortgagor is not a natural person and a beneficial interest in the mortgagor is sold or transferred. However, you may not demand payment in the above situations if it is prohibited by federal law as of the data of this mortgage.
- 17. Release. When I have paid the secured debt, you will discharge this mortgage without charge to me. I a res o pay all costs to record this mortgage.

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36 page 2 of 21

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