MOUTGAN (LLINOSE F CHRUSTY, 1985 For Use VIII) Noise form to 1445

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701	CALTROPE Consult a lewyer before using or acting under this form. Neither the publisher nor the safer of this makes any warranty with respect thereto, including any warranty of manchantability or fitness for a particular purp	om ·
0	Makes 6/19 Margary with respect (makes), artificial any manager or management of memory or a particle and	
~		
	THIS INDENTURE, made AUGUST 19 19 44, betw	een
	James E. Green and Susan F. Green, his wife	,
`		
		DEPT-01 RECORDING \$23.50
	879 Oak Street, Winnetka, Illinois	. Tallil TRAN 6361 08/24/94 15:06:00
	(NO. AND STREET) (CITY) (STATE)	- #5187 # CG *-94-745235
	herein referred to as "Mortgagors," and	- COOK COSMITT RECORDER
	Robert J. Green	{
	1832 Williamson Dr., New Bern, NC	
	(NO AND STREET) (CITY) (STATE)	- · }
-5	herein referred to as "Mortgagee," witnesseth:	Above Space For Recorder's Use Only
6	THAT WHEREAS the Morrgagors are justly indebted to the Mortgagee upon	the installment note of even date herewith in the principal sum of
	Fifteen Thousand and 00/100ths Dollars hereby	
		in and by which note the Mortgagors promise to pay the said principal
	sum and interest at the rate and in installments as provided in said note, with a final pa	ment of the balance due on the 1st day of January,
	10 96 and all of said principal z so interest are made passable at such place as the holder	of the note may, from time to time, in writing appoint, and in absence
	of such appointment, then at the if tof the Mortgagee at the Law Offices	of Victor J. Cacciatore, 527 S. Wells
	Chicago, Illinois	and the other liabilities as define
	NOW, THERIFORE, the Mortg 180 s to secure the payment of the said principal and limitations of this mortgage, and the picformance of the covenants and agreement	Is berein contained, by the Mortgaeats to be Bellormed, and also in
	-consideration of the sum of One Dollar is $\langle aur, baid,$ the receipt whereof is hereby ack a	wiedzeń, na by treśe presents CONVET AND WAKKAN I Upio inc
	Mortgagee, and the Mortgagee's successors and essigns, the following described Real E and being in the Village of Winne La COUNTY OF	Cook AND STATE OF ILLINOIS, to wit:
	and being in the COONT OF	AND STATE OF IDEMOIS, TO WILL
	LOT 31 IN BLOCK 5 IN PROVIDING MUTUAL LAND AS	
	12 AND 28 TO 33 AND 54 TO 53 IN THE VILLAGE O	
	NORTHEAST 1/4 OF SECTION 20, TOWN SHIP 42 NORTH	, RANGE 13, EAST OF THE THIRD PRINCIPAL
	MERIDIAN, IN COOK COUNTY, ILLINOIS	
h		
-		
	1	
	As used herein, other liabilities means those cer	
	certain Settlement Agreement of even date her with	and incorporated herein by reference.
	which, with the property hereinafter described, is referred to herein as the "premise","	
	Permaneni Real Estate Index Number(s): 05-20-210-034)x
	Address(es) of Real Figure 879 Oak Street, Winnetka, Illino	
	Address(es) of Real Estate: 077 One Street, Williams	is
	Address(es) of Real Estate:	is
	TOGETHER with all improvements, tenements, casements, fixtures, and appurten	nces thereto by onging, and all rents, issues and profits thereof for so
	TOGETHER with all improvements, tenements, easements, fixtures, and appurten long and during all such times as Mortgagors may be entitled thereto (which are pledged a	nces thereto or opening, and all rents, issues and profits thereof for so imarily and one can ty with said reafestate and not secondarily) and
	TOGETHER with all improvements, tenements, easements, fixtures, and appurten long and during all such times as Mortgagors may be entitled thereto (which are pledged p all apparatus, equipment or articles now or hereafter therein or thereon used to supply single units or centrally controlled), and ventilation, including (without restricting the	inces thereto be longing, and all rents, issues and profits thereof for so imarily and one parity with said real estate and not secondarily) and sat, gas, air conditioning, water, light, power, refrigeration (whether pregoing), screens, whir ow shades, storm doors and windows, floor
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: : : : : : : : : : : : : : : : : : :	TOGETHER with all improvements, tenements, casements, fixtures, and appurtent long and during all such times as Mortgagors may be entitled thereto (which are pledged pall apparatus, equipment or articles now or hereafter therein or thereon used to supply his single units or centrally controlled), and ventilation, including (without restricting the coverings, inador beds, awnings, stoves and water heaters. All of the foregoing are decla or not, and it is agreed that all similar apparatus, equipment or articles hereafter placed considered as constituting part of the real estate. TO HAVE AND TO HOLD the premises unto the Mortgagee, and the Mortgagee' herein set forth, free from all rights and benefits under and by virtue of the Homestead Line Mortgagors do hereby expressly release and waive. The name of a record owner is: James E. Green and Susan F. Gr. This mortgage consists of two pages. The covenants, conditions and provisions apparents by reference and are a part hereof and shall be binding on Mortgagors, their helps. Witness the hand and seal of Mortgagors the day and year first above writte patents. PLEASE paint G. Type NAME(S) BELOW SIGNATURE(S) State of Himois, County of Cook in the State aforesaid, DO HEREBY CERTIFY that James E. Green (Seal) WY COMMISSION Explained before the this day in person, and acknowledged if the NOTANY PUBLIC, STATE of the Towns of the candon of the uses and the commission expires This instrument was prepared by Patrick C. Turner — Law Office (NAME AND ADORESS) Chicago, Illiriols 60607 (NAME AND ADORESS)	inces thereto be longing, and all rents, issues and profits thereof for so imarily and one part ty with said real estate and not secondarily) and cat, gas, air conditioning, water, light, power, refrigeration (whether pregoing), screens, sind ow shades, storm doors and windows, floor sed to be a part of said or a reliate whether physically attached thereto in the premises by Mor gagers or their successors or assigns shall be successors and assigns, forever, for the purposes, and upon the uses temption Laws of the State of II mais which said rights and benefits are secressors and assigns. Substituted in the reverse side of this murigage) are incorporated successors and assigns. Substituted in the undersigned, a Notary Public in and for said County, east the green and Substitute to the foregoing instrument, at they signed, sealed and delivered the said instrument as purposes therein set forth, including the release and waivet of the county for the said victor of the county for the

THE COVENANTS, CONDITIONS OF PROVISIONS HEFERIES TOOK AGE 1 (THE REVERSE SIDE OF THIS MORTGAGE):

- 1. 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 crection 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 Mortgages 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 mortgages 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 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.
- 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 Mortgagoe, and the Mortgagoe's successors or assigns, against any liability is corred 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 payments) as may be provided in said note.
- 6. Mortgagots shall keep ill buildings and improvements now or hereafter situated on said premises insured against loss or damage by fire, lightning and windrary, under policies providing for payment by the insurance companies of nucreys 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, in one 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 reneval 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 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, compranies 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 or assessment. All moneys paid for any of the purposes herein authorized and all expenses paid or incurred in connection, herewith, including attorneys' fees, and any other moneys advanced by Mortgagee to protect the mortgaged premises and the lien hereo, shall be so much additional indebtedness secured hereby and shall become immediately due and payable without notice and with interest thereon at the highest rate now permitted by litinois law. Inaction of Mortgagee shall never be considered as a waiver of any right accruing to he Mortgagee on account of any default hereunder on the part of the Mortgagors.
- 8. The Mortgagee making any payment hereby autionized 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 a te or claim thereof.
- 9. Mortgagors shall pay each item of indebtedness herein nent oned, 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, we use and payable (a) immediately in the case of default in making payment of any installment of principal or interest 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.
- 10. When the indebtedness hereby secured shall become due whether by acceleration or otherwise. Mortgagee shall have the right to foreclose the lien hereof. In any suit to foreclose the lien hereof, there shall be all expenditures and expenses which may be paid or incurred or 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 to be expended after entry of the decree) of procuring all such abstract of title, fille searches, and examinations, title insurance policies. Torrens certificates, and similar data and assurances with respect to title p. Mortgagee may deem to be reasonably necessary either to prosecute such suit or to evidence to bidders at any sale which may be has 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 prograph mentioned shall become so much additional indebtedness secured hereby and immediately due and payable, with interest thereon at the inclust rate now permitted by Illinois law, when paid or incurred by Mortgagee in connection with (a) any proceeding, including probate in hankruptcy proceedings, to which the Mortgagee shall be a party, either as plaintiff, claimant or defendant, by reason of this mortgage. In a hankruptcy proceedings, to which the Mortgagee shall be a party, either as plaintiff, claimant or defendant, by reason of this mortgage. In a hankruptcy proceedings, to which the Mortgagee shall be a party, either as plaintiff, claimant or defendant, by reason of this mortgage. In his hankruptcy proceedings, to which the Mortgagee shall be on the commencement of any suit for the foreclosure hereof after accrual of such cients 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.
- 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 are mentioned 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 size, 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 alvernand 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 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 Mortgagers, 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 foreclesing 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 purpose.
- 15. The Mortgagors shall periodically deposit with the Mortgagee such sums as the Mortgagee may reasonably require for pay-
- 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 effects, and their liability and the lien and all provisions hereof shall continue in full force, the right of recourse against all such persons their generally 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 graved 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.