GEORGE E COLE*

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MORTGAGE (ILLINOIS) For Use With Note Form No. 1447

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| Suite 700 Chicago 11. 60505 Suite 700 Chicago 11. 60505 Suite 700 Chicago 11. 60505 | | | 4956184 |
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| (** 193.006.00.) psysbe to be ordered and delivered to the Mortgager, in and by which note the Mortgagers promite to pay the said primary sums and interest at this surfaced in insullinents are provided in addition, with a final pyrament of the balance due on the LEAL of All ADMARMS 100. 200.314%. and all of said primary shyred interests are mode payable at such place as the holders of the none way, from time to time, in writing appoint, and in absolute the control of the control o | THAT WHELEA | S the Mortgagors are justly indebted to the Mortgages upon the increase. Thousand and No. | istallment note of even date herewith, in the principal sum |
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| The building and all other improvements including those matters which may be deemed to be personal property situated on the parcel of land described in Schedule A attached hereto and made part hereof. Covenants continued from Parce 2. 19. Any default under the terms of any agreement between the parties hereto shall constitute a default under the terms hereto and shall allow mortgages to exercise any and all remedies available. 20. Anything herein to the dontracty notwithstanding, if all or any part of the Property or an interest thereth is sold or transferred by Mortgagor without Mortgages's witchen consent, Mortgages may declar all the sums secured by this Mortcage to be immediately due and payeble. IN NOS: 18-01-204-002-0000 18-01-204-002-0000 1949-618-3 Which, with the property hereinsteed excittled is inferred to herein as the "premises." Which, with the property hereinsteed excittled is inferred to herein as the "premise." Which, with the property hereinsteed excittled is inferred to herein as the "premise." State of this size of which all similar spearatus, equipment or articles more in thereous well on supply here; as it conditioning, and all rent, issues and profits thereoff long and during all such times as Mortgagors may be child thereto (which are pledged primarily and an againty with said resistants and not secondarily all appartures, equipment or articles more or hereafter therein or the root of the said is against an advantable heaters. All of the foregoing are declared to be gain of add certification for the said resistant of the said state. On and during all such times as Mortgagors may be child thereto (which are pledged primarily and an againty with said resistant whether physically stated the horizon of the said certification or articles therefore to supply state and the premises by the resistant whether physically stated the horizon is a continuing part of the red state. On an additional state of the red state. On an additional state of the said state of the said state of the sa | NOW, THEREFO and limitations of this consideration of the sur Mostessee and the Mo | ORE, the Acres gors to secure the payment of the said principal sum of mortgage and the performance of the covenants and agreements he mof One Dollar in hand pand, the receipt whereof is hereby acknowled to the succession and paint, saigns, and following described Real Estate a | lged, do by these presents CONVEY AND WARRANT unto t and all of their estate, right, fifte and interest therein, situate, lyi |
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| herein set forth, free from all rights and benefits under and by virtue of the Homestead Exemption Laws of the State of Minota, which said rights and benefits under and by virtue of the Homestead Exemption Laws of the State of Minotage Part of the mortgage and warve. The name of a record owner is: as shown on Schedule A This mortgage consists of two pages. The covenants, conditions and provisions appearing on page 2 (the reverse side of this mortgage) are incorpor hereta by reference and acc a part hereof and shall be binding on Mortgagors, their heirs, successors and assigns. Witness the hand and seal of Mortgagors the day and year first above written. PLEASE PRINT OR TYPE NAME(S) BELOW SKINATURE(S) State of Illinois, County of State aforesald, DO HEREBY CERTIFY that in the state aforesald in the state aforesald, DO HEREBY CERTIFY that in the state aforesald in the state aforesald, DO HEREBY CERTIFY that in the state aforesald in the state aforesald in the state aforesald. SEAL SEAL SEAL SEAL SEAL SEAL SEAL SEAL | single units or centrally coverings, inador beds, or not, and it is agreed considered as constitutions. | r controlled), and ventilation, including (without restricting the foreg awnings, sloves and water heaters. All of the foregoing are declared in that all similar apparatus, equipment or articles hereafter placed in thing part of the real estate. | oing), serent, window snapes, storm doors and windows, too obe a part of aid real estate whether physically allached there are premises by Miriga, ors or their successors or assigns shall be |
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| This mortgage consists of two pages. The covenants, conditions and provisions appearing on page 2 (the reverse slib to this mortgage) are incurpor herein by reference and ace a part hereof and shall be binding on Mortgagors, their heirs, successors and assigns. Witness the hand and seal of Mortgagors the day and year first above written. Pullbrook ABBOCIAtes PLEASE PRINT OR TYPE NAME(S) BY: National Management 78, (S Its: General Partner State of Illinois, County of BY: National Management 78, (S BY: National Management 78, (S BY: National Management 78, (S Aff EST: FRANCE PRINT OR The inverse slower of the same person S State of Illinois, County of MAPRESS PERSON PISCHEL & KAHN, LTD., 321 N. Clark OL (S) Given under my hand and obstational this state and purposes therein set forth, including the release and waiver of sight of programment of the state state of the sta | the Mortgagors do here | by expressly release and waive. | |
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| State of Illinois, County of in the State aforesaid, DO HEREBY CERTIFY that Wesley NSquil Secretary MPRESS personally known to me to be the same person S whose name S and subscribed to the foregoing instrument was prepared by Commission Expires 67/1/16 Given under my hand and official state of Illinois day of Commission expires My Commission Expires 67/1/16 Mail this instrument was prepared by MORRIS G. DYNRR, ESO., FISCHEL & RAHN, LTD., 321 N. Clark Ot. MORRIS G. DYNRR, RSO., FISCHEL & RAHN, LTD., 321 N. Clark Ot. Suite 2850 Chicago (CITY) OR RECORDER'S OFFICE HOX NO. 345 | | | |
| in the State aforesaid, DO HEREBY CERTIFY that Wes/ey/Sqv/ Secretary SEAL STATE A HICA ASST. Treasure personally known to me to be the same person S whose name S are subscribed to the foregoing instrument of the same person S whose name S are subscribed to the foregoing instrument of the same person S whose name S are subscribed to the foregoing instrument of the same person S whose name S are subscribed to the foregoing instrument of the same person S whose name S are subscribed to the foregoing instrument of the same person S whose name S are subscribed to the foregoing instrument of the same person S whose name S are subscribed to the foregoing instrument of the same person S whose name S are subscribed to the foregoing instrument of the same person S whose name S are subscribed to the foregoing instrument of the same person S whose name S are subscribed to the foregoing instrument of the same person S are subscribed to the foregoing instrument of the same person S are subscribed to the foregoing instrument of the same person S are subscribed to the foregoing instrument of the same person S are subscribed to the foregoing instrument of the same person S are subscribed to the foregoing instrument of the same person S are subscribed to the foregoing instrument of the same person S are subscribed to the foregoing instrument of the same person S are subscribed to the foregoing instrument of the same person S are subscribed to the foregoing instrument of the same person S are subscribed to the foregoing instrument of the same person S are subscribed to the foregoing instrument of the same person S are subscribed to the foregoing instrument of the same person S are subscribed to the foregoing instrument of the same person S are subscribed to the foregoing instrument of the same person S are subscribed to the foregoing instrument of the same person S are subscribed to the foregoing instrument of the same person S are subscribed to the foregoing instrument of the same person S are subscribed instrument of the same | | | |
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THE COVENANTS, CONDITIONS AND PROVISIONS REFERRED TO ON PAGE 1 (THE REVEISE 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 clackarge of such prior lien to the Mortgages; (4) complete within a reasonable time any building or buildings now or at any time in process of erection 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 hercunder 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 a linois deducting from the value of land for the purpose of taxation any then thereon, or imposing upon the Mortgagee the payment of the whole or any part of the taxes or assessments or charges or liens becein 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 or the debt secured by mortgages or the debt secured by mortgages, so as to a flect 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 spinion 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 (50) 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 easigns, against any flability 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 payments) as may be provided in said rote.
- 6. Mortgagors shall keep all widings and improvements now or hereafter situated on said premises insured against loss or damage by fire, lightning and windstorm under policies providing for payment by the insurance companies of moneys sufficient either to pay the cost of replacing or repairing the same of the pay in full the indebtedness secured hereby, all in companies satisfactory to the Mortgages, under insurance policies payable, in case of 1 is or damage, to Mortgages, such rights to be evidenced by the standard mortgage clause to be attached to each policy, and shall delive 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 days prior to the respective dates of expiration.
- 7. In case of default therein, Murtgagee may wil need not, make any payment or perform any act hereinbefore required of Mortgagors in any form and manner deemed expedient, and nat, 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 conterting tax or 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 mertgaged 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 thereon 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 Mirreagee on account of any default hereunder on the part of the Mortgagors.
- 8. The Mortgagee making any payment hereby authorized relating to taxes or assessments, may do so according to any bill, statement or estimate produced from the appropriate public office without in, my into the accuracy of such bill, statement or estimate or into the validity of any tax, assessment, safe, forfeiture, tax lien or title or dains thereof.
- 9. Mortgagors shall pay each item of indebtedness herein menticited, both principal and interest, when due according to the terms hereof. At the option of the Mortgage 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, become die and payable (a) immediately in the case of default in making payment of any installment of principal or interest on the note, or (b) whin 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 also red and included as additional indebtedness in the decree for sale all expenditures and expenses which may be paid or incurred by or or brhalf of Mortgagee for attorneys' fiers, 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 abstracts of title, fift, earches, and examinations, title insurance policies. Torrens certificates, and similar data and assurances with respect to title as Mortgage; may deem to be reasonably necessary either to prosecute such suit or to evidence to bidders at any sale which may be had pursuint to inch 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 higher rate now permitted by lillinois law, when paid or incurred by Mortgagee in connection with (a) any proceeding, including probate and backgroup proceedings, to which the Mortgagee shall be a party, either as plaintiff, claimant or defendant, by reason of this mortgage or any injudicance whether or not actually reparations for the commencement of any suit for the foreclosure hereof after accrual of such right is injudicance to the security hereof.
- 11. The proceeds of any foreclosure sale of the premises shall be distributed and applied in the following proof 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 Morfgagors, 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 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 premied or whether the same shall be then occupied as a homestead or not, and the Mortgager 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 forectosure 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 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 zuthorize 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 saie; (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 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.

UNOFFICIAL COPY

SCHEDULE A.

Address of Property:

| 3958 | South | Harlem | Avenue | | |
|-------|---------|--------|--------|---|--|
| Lyons | s. 1111 | Inols | 60534 | _ | |

LaGrange State Bank, as Trustee under Trust Agreement dated March 1, 1978 and known as Trust Bo. 4772; and

Owners of Record:

LaSalle Mational Bank, as Trustee under Trust
Agreement dated July 21, 1978, known as Trust
No. 52742

Legal Description of Property:

THAT PART OF THE NORTHEAST 2 OF SECTION 1, TOWNSHIP 38 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL ACTIDIAN DESCRIBED AS FOLLOWS COMMENCING AT THE INTERSECTION OF THE WEST LINE OF HARLEM AVE. AND THE NORTH LINE OF 40 TH. STREET FOR A PLACE OF SECTIONING THENCE NORTH ALONG THE WEST LINE OF HARLEM AVE. A DISTANCE OF 60 FEET THENCE WEST ALONG A LINE PARALLEL TO 40 TH. STREET A DISTANCE OF 120 FEET TO THE NORTH LINE OF 40 TH. STREET A DISTANCE OF 60 FEET TO THE NORTH LINE OF 40 TH. STREET A DISTANCE OF BEGINNING IN COOK COUNTY, ILLINOIS.