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MONTANOESFICIAL COPY

THIS INDENTURE, made November 12,1993 19 , between				·.	
Ann L. C	bllett			• • •	•
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712 Brunnel	Evanston, II	60018			
(NO. AND			(STATE)		
herein referred to as "Mor					•
				0.40051	44
M. Walter F	-	· · · · · · · · · · · · · · · · · · ·		940751	.41
2/2/ N. Hay (NO. AND	lem Ave. Chicago, Illin	(CITY) ((STATE)		
,		((31))	,	Above Space for R	ecorder's Use Only
herein referred to as "Mor	and stranged a collin	ed to the Mortgage	e pursuant to a R	etail Installment Contract of evi	n date herewith, in the Amoun
Financed of IWO THOUS	and stx numbred a polyto	DOLLARS (\$	2600.00), payable to the order of
and delivered to the Mortg	nume in and by which contract	the Martengare pro	mice to pay the	said Amount Financed togethe	r with a Finance Charge on the
principal balance of the Aq	ount Financed at the Annual P	ercentage Rate of .	96.59	in accordance with the	terms of the Retail Installment each, beginning
30 days after con	our Financed at the Annual P u ppi l in 35 mon District at the Annual Percent	same day of each r	nonth thereafter	, with a final installment of \$	96.59
together with interest after	mat/aity at the Annual Percent;	age Rate of	me, in writing at	as stated in the contra	et, and all of said indebtedness appointment, then at the office
of the holder at M. Walt	er Roofing 2727 N. Harle	an Ave. Chicag	o, 'lllinois'	60635	
NOW, TREREFOR	E, the Mortgage is to secure the is Mortgage, and the performant	e payment of the sa	iid sum in accor indogreements	dance with the terms, provision herein contained, by the Mortgag	s and limitations of that Retail ors to be performed, do by these
presents CONVEY AND W	VARRANT unt, me Mortgageoust therein, situate, lying and bei	and the Mortgage	e's successors a	nd assigns, the following descri	sed Real Estate and all of their
estate, right, title and intere	ist therein, situate, lying and bei	ing in the CICY	C) Lydiiscoir	AND	STATE OF ILLINOIS, to with
	5 in Brummell and				
1/4 of Section.	30, Township 41 Nor	₹1, Range 1	4, East o	f the Third Princip	al Meridian
in Cook County,	Illinois.	01			
		4			
*				- DEPT-01	94075141
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		11 20 101		- #2048 € 3€~ COOK COUNTY	94-075141
PERMANENT REAL ES	STATE INDEX NUMBER:	11-30-121-	-013	* ADDIT CODITY	NEGORDEN
ADDRESS OF PREMIS	es: 712 Brunnel			>	>
PREPARED BY:	M. Walter Roofing			し	e e e e e e e e e e e e e e e e e e e
	2727 N. Harlem Ave	e. 60018			(M) K
	Chicago, Il	00010		CYA.	
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which with the accounts has	instandancihad is ratarradus	harain as the Gerra		Clarks	73.2
TOGETHER with all	inafter described, is referred to improvements, caser	ments, fixtures, and	nises," appurtenances	: Thereto belonging, and zarvats, i	23 2 ssues and profits thereof for so
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DITIONAL CONVENANTS, CONDITIONS AND PROTISIONS RETEARED TO ON THE REVIEW. SIDE OF THIS MONTGAGE AND CORPORATED THEREIN BY REFLICANT AND PROTISIONS OF THIS MONTGAGE AND 1. Mortgagors shall (1) promptly repair, restore of rebuild any buildings or improvements now or hereafter on the premises which may become damaged or be

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 lieus or claims for lieu not expressly subordinated to the hen hereof; (3) pay when due any indebtedness which may be secured by a lieu or charge on the premises superior to the lieu hereof and upon request exhibit satisfactory evidence of the discharge of such prior lieu to Mortgages or to holder of the contract; (3) complete within a reasonable time any 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 er charges against the premises when due, and shall upon written request, furnish to Mortgagee or to holders of the contract duplicate receipts therefor. To year default hereunder Mortgagors shall pay in full under protest, in the manner provided by statute, any tax or assessment which Mortgagors may derire to

3. Mortgagors shall keep all buildings and improvements now and 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 or to pay in full the indebtedness secured, hereby, all in companies satisfactory to the holders of the contract, 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 holder of the contract and in case of insurance about to expire, shall deliver renewal policies not less than ten days prior to the respective dates of expiration.

4. In case of default therein, Mortgagee or the holder of the contract may, but need not, make any payment or perform my act hereinbefore required of Mortgagors in any form and menner 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 on 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 these purposes herein subtorized and all expenses paid or incurred in connection therewith, including attorneys' fees, and any other moneys advanced by Mortgagee or the holders of the contract to protect the mortgaged premises and the lien hereof, shall he so much additional indebtedness secured hereby and shall become immediately due and payable without notice. Inaction of Mortgagee or holders of the contract shall never be considered as a waiver of any right accruing to them on account of any default hereunder on the part of the Mortgagors.

5. The Mortgagee or the holder of the contract hereby secured making any payment hereby authorized relating to taxes and assessments, may do so according to 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 tax, assessment, saie, ferfeiture, tax lien or title or claim thereof.

6. Mortgagors shall pay ach item of indebtedness herein intuitioned, when due according to the terms hereof. At the option of the holder of the contract, and without notice to the Mortgage is, all unpaid indebtedness secured by the Mortgage shall notwithstanding anything in the contract or in this Mortgage to the contrary, become due and pay, ole (a) in the case of default in making payment of any instalment on the contract which default shall continue for 30 days, or (b) when default shall continue, for three days in the performance of any other agreement of the Mortgagors herein contained.

7. When the indebtedness is reb. 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 here. T. b. e 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 e. Mortgagee or holder of the contract for attorneys' fees, appraiser's fees, outlays for documentary and expert evidence, ntenographers' charges, publication is end 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, give ntee policies. Torrens certificates and similar data and assurances with respect to title as Mortgagee or holder of the contract may deem to be reasonably necessar, 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 pre) uses. All expenditures and expenses of the nature in this paragraph mentioned shall become so much additional indebtedness secured hereby and immediately due and payable, when paid or incurred by Mortgagee or holder of the contract in connection with (a) may proceeding, including probate and bankruptcy proceeding, to which either of them shall be a party, either as plaintiff, claimant or defendant, by reason of this Mortgage or any indebtedness hereby secured erreby secured. Or (b) preparation for the commencement of any suit for the foreclosure hereof after accural of such right to foreclose whether or not actually commenced or (c) preparations for the defense of any threatened suit or proceeding which might affect the premises or the security hereof whether or not actually commenced.

S. The proceeds of any foreclosure sale of the prentices 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 so, hitems as are mentioned in the proceding paragraph hereof; second, all other items which under the terms hereof constitute secured indebtedness additional of that evidenced by the contract; third, all other indebtedness, if any, remaining unpaid on the contract, fourth, any overplus to Mortgagors, their heirs, legal representatives or assigns as their rights may appear.

9. Upon, or at any time after the filing of a bill to foreclose this mortgage the court in which such bill is filed may appoint a receiver of said premises. Such interested and without regard to the then value of the premises or whether the earner shall be then occupied as a homestead or not and the Mertgagee hereunder may be impointed as such receiver. Such receiver shall have power to collect to a new shall be then occupied as a homestead or not and the Mertgague hereunder may be included as an end a deficiency during the full statutory period of reac inpution, whether there be redemption or not, as well as during any further times when fortgagors, 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 the unique the whole of said reriod. The Court from time to time may authorize the receiver to apply the net income in his hands in pay tent in whole or in part of: (1) The indebtedness secured hereby, or by any decree forcelosing 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 during the first particles to the next intervention in such as a formal and application is made prior to foreclosure sale; (2) the deficiency in case of a sa

10. No action for the enforcement of the lien or any provision hereof shall be subject same in an action at law upon the contract hereby secured. to any defense which would not be good and available to the party interposing

11. Mortgagee or the holder of the contract shall have the right to inspect the premises of M reasonable times and access thereto shall be premitted for that purpose

12. If Mortgagots shall sell, assign or transfer any right, title or interest in said premises, contract secured hereby, holder shall have the right, at holder's option, to deleare all unppayable, anything in said contract or this mortgage to the contrary notwithstanding. premises, ϕ^{-1} by portion thereof, without the written consent of the holder of the eafl unpaid indebtrain as secured by this mortgage to be immediately due and

ASSIGNMENT FOR VALUABLE CONSIDERATION, Mortgagee hereby sells, assigns and transfers the within morte FOR RECORDERS INDEX PURPOSES ASSERT STREET
ADDRESS OF ABOVE DESCRIBED OF OF VRITY HERE 10 STREET Addes INSTRUCTIONS OR