-mg 1-0 L4515/1

CAUTION. Consist a server taken usury or acting united this from Healther free population for the participation makes any medianty with reagnest threety archaenty and unsuredity or three to three the participat purpose.	
THIS INDENTURE, madeEqbruary 19.24 , between Bortha Alicia Dol Roal and	94453595
Remberto, Oct Eucla ther husband	
(NO AND STREET) (CITY) (STATE)	
herein referred to as "Mortgagors," and	22
· ·	Above Space For Recorder's Use Only
herein referred to as "Morrgagee," (witnesseth)  CLLA I WITHOUT AS the Marragons are justly indebted to the Mortgagee upon the just	allment note of even date herewith, in the principal sum of
THAT WHEREAS the Mortgagors are justly indebted to the Mortgagee upon the just Thirty-sty Thousand & 00/00 (\$36,000)	
56,000 payable to the order of and delivered to the Mortgagee, in and by which note the Mortgagois promise to pay the said principal sum and interest at the rate a dro installments as provided in said note, with a final payment of the balance due on the 250 day off chilling and into tead principals. The rest are made payable at such place as the holders of the note may, from time to time, in writing appoint, and in absence of such appointment, then at the successful mortgage as 1 Dush 11795 through Corp., and 11. Corp.  550, Frontagie fload. #2012, Northilling d. 11.  560, Therefore, the Merigagos of secure the payment of the said principals and of more and said interest in accordance with the terms, provisions and limitations of this mortgage, and the erf armanice of the coveraints and agreements berein contained, by the Mortgagois to be performed, and also in consideration of the sum of One Dollar in hard and, the receip whereast is hereby acknowledged, do by these presents CONVEYAND WARRANT unto the consideration of the sum of One Dollar in hard and, the receip whereast is hereby acknowledged, do by these presents CONVEYAND WARRANT unto the Mortgagoes and the Mortgagee's successors and assigns, the following described Real Pstate and allot their estate, right, tile and interest therein, sinute, lying and being in the UTV of Chicago.  CONTYON COOK.  AND STATE OF ILISOIS, rown of the North 174 of Souths as 1.174 of Section 20, Township 39 North, Range 14 East of Third Principal Meridian in Cook County, Illinois.  94, FEB 17 All 8: 40.  94, 153595	
Permanent Real Estate Index Number(s): 17-20-404-021  Addresses) of Real Estate: 950 West 18th Street, Chicago, II. 6	50.08
Address(es) of Real Estate: 950 West 18th Street, Unitardo, 10 6	7. A.A.A.
TOGETHER with all improvements, tenements, easements, fixtures, and appurtenances long and during all such times as Mortgagors may be entitled thereto (which are pledged primar all apparatus, equipment or articles now or hereafter therein or thereon used to supply hear, g single units or centrally controlled), and ventilation, including (without restricting the foregoing are declared to or not, and it is agreed that all similar apparatus, equipment or articles hereafter placed in the considered as constituting part of the real estate.  TO PEVE AND TO HOLD the premises unto the Mortgagoe, and the Mortgagoe's such herein set forth, free from all rights and benefits under and by virtue of the Homestead Exempthe Mortgagors do hereby expressly release and waive.  The name of a record owner is:  Bertha Alicia Del Real  This mortgage consists of two pages. The covenants, conditions and provisions appearing herein by reference and are a part hereof and shall be binding on Mortgagors, their heirs, such Witness the hand and peal	as, air condition (w), water, light, power, refrigeration (whethig mig), screens, window shades, storm doors and windows, thog the a part of said real estate whether physically attached the reduce premises by Mor gugors or their successors or assigns shall be cessors and assigns, forever, to the purposes, and upon the usesption Laws of the State of Illimou, which said rights and benefits an upon the component of the purpose of the said rights and benefits an upon the component of the component of the component of the contract of the reserve side of the mortgage) are incorporated as on upon 2 (the reserve side of the mortgage) are incorporated
(Seal)	(Seal)
PLEASE Bertha Alicia Del real	Bemberto Del Real

TYPE NAME(S)

BELOW

SIGNATURE(S) 

their free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

right of homestead.

Given under my hand and official seal, this U day of February

Commission expires U X Notary Public Notary Public This instrument was prepared by Howard Harris, 7337 North Lincoln, #283, Lincolnwood, IL 60646

Mail this instrument to Howard I. Bass, 550 Frontage Road #2045 # > 7.55

Ontage Road (NAME AND ADDRESS)

[L 60093

OR RECORDER'S OFFICE BOX NO. \_\_\_\_\_\_

(ZIP CODE)

## **UNOFFICIAL COPY**

THE COVENANTS, CONDITIONS AND PROVISIONS REFERRED TO ON PAGE 1 (THE RESERSE SIDE OF THIS MOREGAGE).

- I 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 wave, and free from michanic's or other hens or claims for her not expressly subordinated to the hen thereof, (3) pay when doe any indebtedness which may be secured by a hen or charge on the premises superfact to the her hereof, and upon request exhibit satisfactory explore of the discharge of such prior fier to the Mittragee, (4) complete within a reasonable time any building or buildings now or at any time in process of efection 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 Mortgagor doplicate receipts therefor. To present default hereunder Mortgagors shall pay in full under protest, in the manuer provided by statute, any tax or assessment which Mortgagors may desire to contest.
- 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 tiens 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 of the mortgages interest in the property, or the manner of collection of taxes, so as to affect this mortgage or the debt secured brieby or the holder thereof, then and in any such exent, the Mortgagors, upon demand by the Mortgages, shall pas such taxes or assessment or returburse the Mortgagee therefor; provided, however, that if in the opinion of commel for the Mortgagee (a) it might be anlawful 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 declar, all of the indebtedness secured hereby to be and become due and payable vixty (60) days from the giving of such notice.
- 4. If, by the laws of the United States of America or of any state having surisdiction in the premises, any tax is due of 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 in such law. The Mortgagors of the covenant to hold harmless and agree to indemnify the Mortgagore, and the Mortgagor's successors of assigns, against any Hability incurred by reason of the imposition of any tax on the issuance of the note secuted hereby.
- 5. At such time as the intergagors are not in default either under the terms of the note secured hereby or under the terms of this mortpage, the Martgagors shall have such privilege of making prepayments on the principal of said note (in addition to the required payments) as may be provided it said note.
- 6. Mortpagors shall keep a't buildings and improvements now or hereafter situated on said premises insured against loss of damage by fite, lightning and windstorm tode policies providing for payment by the insurance companies of money sufficient either to pay the cost of replacing or repairing the saine 4 to pay in full the indebtedness secured hereby, all in companies satisfactors 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 days prior to the respective dates of expiration.
- '. In case of default therein, Mortgapes in a contineed not, make any payment or perform any act hereinbefore required of Mortgapes 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, comprome or settle any tax her or other prior lien or title or claim thereof, or redeem from any tax sale or forfeiting 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 therewith, including attorneys' fees, and any other moneys advanced by Mortgagee to protect the mortgaged premises and the lien hereof, sha'r by so much additional indebtedness secured hereby and shall become immediately due and physible without notice and with interest there in a the highest rate now permitted by Illinois law. Inaction of Mortgagee shall never be considered as a waiver of any right accuming to the Hortgage on account of any default hereinder on the part of the Mortgagees.

  18. The Mortgagee making any payment hereby authorize relating to taxes or assessments may do so according to any bill statement.
- 18. 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 inquery into the accuracy of such bill, statement or estimate or into the validity of any tax, assessment, sale, forfeiture, tax lien or title of claim thereof.
- 5.23 Mortgagors shall pay each item of indebtedness herein mentioned, 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, become due and payable (a) immediately in the case of default in making payment of any installment of principal or interest on the note, or (b) where 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 a veleration or otherwise. Mortgagee shall have the right to foreclose the lien hereof, there shall be allowed and included as additional indebtedness in the steere for sale all expenditures and expenses which may be paid or incurted by o on behalf of Mortgagee for attorneys' fees, appraiser's fees, outlays for documentary and expert evidence, stenographers' charges, publicate, costs and costs (which may be estimated as to terms to be expended after entry of the decree) of procuring all such abstracts of Lle, the 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 biddets at any sale which may be had purs and 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 bigness rate now permitted by Illinois law, when paid or incurred by Mortgagee in connection with (a) any proceeding, including probate and san troptcy proceedings, to which the Mortgagee shall be a party, either as plaintiff, claimant or defendant, by reason of this mortgage on any indebtedness hereby secured, or (b) preparations for the commencement of any suit for the foreclosure bereof after accrual of such right to foreclose whether or not actually commenced; or (c) preparations for the defense of any actual or thicatened 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 over-noted in the preceding paragraph hereof; second, all other items which under the terms hereof constitute secured indebtedness addition (1), that evidenced by the note, with interest thereon as herein provided, third, all principal and interest remaining unpaid on the note; fo all, 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 such to or laint is filed may appoint a receiver of said premises. Such appointment may be made either before or after sale, without notice, without egand to the such court in solvency or insolvency of Mortgagers 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 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 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 Mortgagors, except for the intervention of such receiver, would be entitled to collect such tents, 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 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 deliciency in case of a sale and deliciency.
- 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.