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THIS INDENTURE, made 211212 21 16 19 5 hetween

John A. Krongor and Sally A. Krongor,

Matriced 10 factor affect,

2020 W. Concord Chicago II.

(NO ANOSTREET) (CITY) (STATE)

herein referred to as "Mortgagors," and John R. Krongor

911 S. Floming Woodstock II.

(NO ANOSTREET) (CITY) (STATE)

94254897

Above Space For Recorder's Use Only

herein referred to as "Mortgagee," witnesseth.

THAT WHEREAS the Mortgagors are justly indebted to the Mortgages upon the installment more of even date between, in the principal sum of one hundred and filty thousand postage

gyaphe to the order of and delivered to the Mortgagee, in and by which note the Mortgagots promise to pay the said principal sum and interest at the rate are in installments as provided in said note, with a final payment of the balance due on the rate are in installments as provided in said note, with a final payment of the balance due on the rate are in installments as provided in said note, with a final payment of the balance due on the rate are in installments as provided in said note, with a final payment of the balance due on the rate are in installments.

19 7, and all of said principal and different 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 office of the Mortgagee at 12125 No. 200 Leaven for the scale of the

NOW, THEREFORE, the Mortgag 1st secure the payment of the said principal sum of money and said interest in accordance with the terms, provisions and limitations of this mortgage, and the p. (6 thance of the covenants and agreements herein contained, by the Mortgagois to be performed, and also in consideration of the sum of One Dollar in hant pold, the receipt whereof is hereby acknowledged, do by these presents CONVLY AND WARRAN1 unto the Mortgagee, and the Mortgagee's successors of a sisigns, the following described Real Estate and all of than estate, right, title and interest therein, situate, lying and being in the City of Chicago COUNTY OF COOK AND STATE OF ILLINOIS, to with

Lot Five (5) in Block Fifty-nine (59) in Ravenswood Manor, being a Subdivision of part of the North half of Section 13, Township 40 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

COOK COUNTY, IEL HIDIS FILED FOR RECOKE

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which, with the property hereinafter described, is referred to herein as the "prem Permanent Real Estate Index Number(s): 13-13-131-020 Address(es) of Real Estate: 4444 N. Mozart, Chicago, II, 60625 TOGETHER with all improvements, tenements, casements, fixtures, and appurtenances thereto be one and all rents, issues and profits thereof for so long and during all such times as Mortgagots may be entitled thereto (which are pledged primarily and on a party sy disaid real estate and not secondarily) and all apparatus, equipment or articles now or hereafter therein or thereon used to supply heat, gas, air conditioning—stater, light, power, refrigeration (whether single units or centrally controlled), and ventilation, including (without restricting the foregoing), serieons, wintows backs, atom doors and windows, floor coverings, mador beds, awmings, stores and water heaters. All of the longoing are declared to be a pair to said teal excite whether physically attached therefor not, and it is agreed that all similar apparatus, equipment or articles hereafter placed in the premises by Mortgagots or their successors or assigns shall be considered as constituting part of the real estate.

TO HAVE AND TO HAVE the promises materials Mortgagots and the Mortgagots and the premises in the promises and the promises and the premises in the promises and the promises and the premises are the promises and the promises and the promises are the promises and the premises and the premises are the promises and the premises are the premises and the premises and the premises are the promise and the premises and the premises are the promise and the premises are the premises and the premises and the premises are the premises and the premise are the premises and the premises are the premises and the pre TO HAVE. AND TO HOLD the premises unto the Mortgagee, and the Mortgagee's successors and assigns, to ever for it e purposes, and upon the uses herein set forth, tree from all rights and benefits under and by virtue of the Homestead Exemption Laws of the State of It more, which said rights and benefits the Mortgagors do hereby expressly release and waive. The name of a record owner is: John A. Krenger PLEASE PRINT OR John TYPE NAME(S) BELOW SIGNATURE(S) (Seal) Cocker State of Illinois, County of .. I, the undersigned, a Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY that VALGE A. Kitchenges King Suchley de Brenger Marchied to Rach other MPRESS personally known to me to be the same person 250, whose name a PCS ... subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that I hely suned scaled and delivered the sud in tument as free and voluntary act, for the uses and purposes therefo set forth, implicitly the release and voluntary act, for the uses and purposes therefo set forth, implicitly the release and voluntary act, for the uses and purposes therefore the properties of the release and voluntary act, for the uses and purposes therefore the properties are the properties. SEAL HERE Kimberly E. Enders Given under my hand and official seal, this Notary Public. Sinte of Illinois by Commission of the feet, .. 19 Commission expires ... This instrument was prepared by Jeremy Addis (NAME AND ADDRESS)

Mail this instrument to Jeremy Addis, 100 W. Monroe, Suite Mail this instrument to Jeromy Addis, (NAME AND ADDRESS)

942

60603 (ZIP COOE)

OR RECORDER'S OFFICE BOX NO. 333

Chicago

THE COVENANTS, CULINOFERICIAL, COPY OF THIS MORTGAGES

- 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 mechanics 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 hen hereof, and upon request exhibit satisfactory evidence of the discharge of such prior lien to the Mortgagee, (4) complete within a reasonable time any hurlding 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 alternations 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, formely to the Mostgagoe duplicate receipts therefor. To prevent default hereunder Mortgagors shall pay in full under protest, in the manner provided by statute, now 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 Mortgagee 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 mortgagee's 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 prosdiction in the premises, any tax is due or becomes due in respect of the issuance of the note hereby secured, the Mortgagors coverant and agree to pay such tax in the manner required by any such law. The Mortgagors further coverant to hold harmless and agree, to indemnify the Mortgagors, and the Mortgagors's successors or assigns, against any hability accreted 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 Mortpagors shall keep ill buildings and improvements now or he eafter satuated on said premises insured against loss or damage by fire, lightning and windstear 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 Mortgager, under insurance policies payable, in case of loss or damage, to Mortgager, such rights to be evidenced by the standard mortgage clause to be attached to each policy, and shall active all policies, including additional and renewal policies, to the Mortgager, and in case of insurance about to expire, shall deliver ran wal policies not less than ten days prior to the respective dates of expiration.
- 2. In case of default therein. Nontpaper may, but need not, make any payment or perform any act hereinbefore required of Mortgagors in any form and manner deemed expedien, and may, but need not, make full or partial payments of principal or interest on prior encumbrances, if any, and purchase, discharge, comprimes or settle any tax lien or other prior her or title or claim thereof, or redeem from any tax sale or forfeiture affecting said premies or contest any tax or assessment. All moneys paid for any of the purposes begin authorized and all expenses paid or incurred in connect on berewith, including attorneys fees, and any other moneys advanced by Mortgagee to protect the mortgaged 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 therein at the highest rate now permitted by Illinois law. Inaction of Mortgagoe shall never be considered as a waiver of any right accruing to the Mortgagoe on account of any default hereunder on the part of the Mortgagors.
- 8. The Mortgagee making any payment hereby au not zed relating to taxes or assessments, may do so according to any bill, statement or estimate procured from the appropriate public office without inquity into the accuracy of such bill, statement or estimate or into the validity of any tax, assessment, sale, forfeiture, tax lien or the or claim thereof.
- 9. Mortgagors shall pay each item of indebtedness herein men ioned, 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 the mortgage shall, notwith-standing anything in the note or in this mortgage to the contrary. So one 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) 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 when'er in acceleration or otherwise. Mortgagee shall have the right to foreclose the lien hereof. In any sint to foreclose the lien hereof, there shall be allowed and meluded as additional indebtedness in the decree for sale all expenditures and expenses which may be paid or insurred by it on behalf of Mortgagee for attorness' fees, outlays for documentary and expert evidence, stenographers' charges, push adon costs and costs (which may be estimated as to items to be expended after entry of the decree) of procuring all such abstraces of title, title searches, and examinations, title insurance policies. Torrens certificates, and similar data and assurances with respect to title. Stortgagee may deem to be reasonably necessary either to procecute 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 premises. All expenditures and expenses of the nature in this 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 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 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 pursuant to such decree the true conditional indebtedness secured hereby and immediately due and payable, with interest thereon at for nucleot rate now remaited by Illinois has when paid or membred by Mortgagee in connection with (a) any proceeding, including probate including probate includes hereby secured, or (b) preparations for the commencement of any sait for the foreclosure hereof after accrual of such such affect the premises or the security hereof.
- 11. The proceeds of any forcelosure 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 forcelosure proceedings, including all such items as an incitioned 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 index downth, any averplus 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 fore-lose this mortgage the court in which congrouplant 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 or see premises or whether the same shall be then occupied as a homestead or not, and the Mortgagee may be appointed as such receiver. Some receiver shall have power to collect the tents, issues and profits of said premises during the pendency of such foreclosure sun 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 soid period. The Court from time to time may authorize the receiver to apply the net amone in his bands 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 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 Mortgagoe such sums as the Mortgagoe may reasonal s require for payment of taxes and assessments on the premises. No such deposit shall bear any interest.
- 16. If the payment of said indehtedness 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 hable 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.