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MORTGAGE (ILLINOIS)

DEPT-01 RECORDING 423.50
T40009 TRAN 9297 09/15/95 11:03:00
47598 : AH #-95-620380
COOK COUNTY RECORDER

Above Space for Recorder's Use Only

THIS INDENTURE, made 9-12- 19 95, between

Richard M. Hister

7843 S. Dobson Chicago, IL
(NO. AND STREET) (CITY) (STATE)

herein referred to as "Mortgagors" and

Meeder Industries

5535 W Montrose Chicago, IL
(NO. AND STREET) (CITY) (STATE)

herein referred to as "Mortgagee," witnesseth:

THAT WHEREAS the Mortgagors are justly indebted to the Mortgagee pursuant to a Retail Installment Contract of even date herewith, in the Amount Financed of Ten Dollars & 00/100 DOLLARS (\$ 10000.00), payable to the order of and delivered to the Mortgagee, in and by which contract the Mortgagors promise to pay the said Amount Financed together with a Finance Charge on the principal balance of the Amount Financed at the Annual Percentage Rate of 16.50 in accordance with the terms of the Retail Installment Contract from time to time unpaid in 83 monthly installments of \$ 201.47 each, beginning 30 days after completion, 19 83 and on the same day of each month thereafter, with a final installment of \$ 201.47, together with interest after maturity at the Annual Percentage Rate of 16.50 as stated in the contract, and all of said indebtedness is made payable at such place as the holders of the contract may, from time to time, in writing appoint, and in the absence of such appointment, then at the office of the holder at Meeder Industries

NOW, THEREFORE, the Mortgagors, to secure the payment of the said sum in accordance with the terms, provisions and limitations of that Retail Installment Contract and this Mortgage, and the performance of the covenants and agreements herein contained, by the Mortgagors to be performed, do by these presents CONVEY AND WARRANT unto the Mortgagee, and the Mortgagee's successors and assigns, the following described Real Estate and all of their Cook right, title and interest therein, situate, lying and being in the City of Chicago COUNTY OF Cook AND STATE OF ILLINOIS, to wit:

Lot 28, 29 and 30 in Block 92 in Cornell in the Southeast quarter of Section 26, Township 38 North, Range 14, East of the Third Principal Meridian in Cook County, Illinois.

SMITH ROTHCHILD FINANCIAL CORP.
721 N. LaSALLE ST., SUITE 1300
CHICAGO, ILLINOIS 60601

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PERMANENT REAL ESTATE INDEX NUMBER: 20-26-322-015, 20-26-322-016, 20-26-322-017

ADDRESS OF PREMISES: 7843 S Dobson Chicago, IL

which, with the property hereinafter described, is referred to herein as the "premises,"

TOGETHER with all improvements, tenements, easements, fixtures, and appurtenances thereto belonging, and all rents, issues and profits

23.50 Jan

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8. 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 contract; third, all other indebtedness, if any, remaining unpaid on the contract, fourth, any overplus to Mortgageors, 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 appointment may be made either before or after sale without notice, without regard to the solvency or insolvency of Mortgageors 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 hereunder 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 Mortgageors, except for the intervention of such receiver, should 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 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.

10. No action for the enforcement of the lien or 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 contract hereby secured.

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

12. If Mortgageors shall sell, assign or transfer any right, title or interest in said premises, or any portion thereof, without the written consent of the holder of the contract secured hereby, holder shall have the right, at holder's option, to declare all unpaid indebtedness secured by this mortgage to be immediately due and payable, anything in this contract or this mortgage to the contrary notwithstanding.

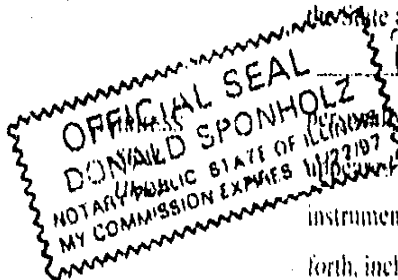
WITNESS the hand... and seal... of Mortgageor, the day and year first above written.

PLEASE PRINT OR TYPE NAMES BELOW SIGNATURE(S)

Richard Mc Allister (Seal) _____ (Seal)
Richard Mc Allister _____
_____ (Seal) _____ (Seal)

State of Illinois, County of COOK, the undersigned, a Notary Public in and for said County in

the State aforesaid, DO HEREBY CERTIFY that



Richard Mc Allister

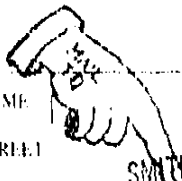
known to me to be the same person is whose name is subscribed to the foregoing instrument, before me this day in person, and acknowledged that X he signed, sealed and delivered the said instrument as His free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

Given under my hand and official seal, this 12th day of September 1995
Commission expires 11/22, 1997 *Donald Sponholz* Notary Public

ASSIGNMENT

FOR VALUABLE CONSIDERATION, Mortgagee hereby sells, assigns and transfers of the within mortgage to _____

Date _____ Mortgagee _____
By _____



DELIVER INSTRUCTIONS

NAME _____
STREET _____
CITY _____
SMITH ROTCHILD FINANCIAL CORP.
221 N. LaSALLE ST., SUITE 1300
CHICAGO, ILLINOIS 60601
OR

FOR RECORDERS INDEX PURPOSES INSERT STREET ADDRESS OF ABOVE DESCRIBED PROPERTY HERE
Maeder Industries Inc.
This Instrument Was Prepared By _____
(Name) _____ (Address) _____

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