UNOFFICIAL CQPY 5-19

#40905-19

THIS INDENTURE, made.			19.95. between	. DEPT-01 RECORDING \$2 . T+0003 TRAN 9137 12/05/95 12:43: . +6612 + DR メータラー8445 . COOK COUNTY RECORDER
9137 ORCHARD	LANE			. DEPT-10 PENALTY \$2
BRIDGEVIEW, I	.,	40770	CT A TEN	
(NO. AND S		icityi	(STATE)	
herein referred to as "Moi SOUTH CENTRAL		COMPANY		
555 WEST ROOSE		CHICAGO, IL	INOIS 60607	
(NO AND S		ICITY	(STATE)	
herein reterred to as "Mo				Above Space For Recorder's Use Only
		indebted to the M	ortgagee upon the l	Retail Installment Contract dated
NINE THOUSAND 59,862.00 o pay the said Amount Finant Installment Contract from to OCT. 22nd	EIGHT HUNE	ORED & SIX), payable to the order nance Charge on the 119 month tallment of \$156	TY TWO DOL er of and delivered to principal balance of thy installments of \$_ .97	LARS AND NO/100 DOLLARS the Mortgagee, in and by which contract the Mortgagers promise the Amount Financed in accordance with the terms of the Retail
ontract may, from time to t	time, in whiling appoint.	and in the absence	of such appointment	then at the office of the holder at
NOW, THEREFORE, a	the Mortgagers to secure renants and agreements to Mortgagee's successors in the VILLAGE	the payment of the sometime contained, by a side exigns, the fo	aid sum in accordant the Mortgagors to b blowing described R VIEW	ELT ROAD, CHICAGO, ILLINOIS 60607. The with the terms, provisions and limitations of this mortgage, and the performed, do by these presents CONVEY AND WARRANT call Estate and all of their estate, right, title and interest therein,
LOT 536 IN SO	UTHFIELD SUB	DIVISION O	OF PART OF	THE NW 1/4 & PART OF THE N.
				N., RANGE 13, E. OF THE THIRD
PRINCIPAL MER				NI NIMOD 257 D. OI IND INIMO
PERMANENT REAL E	STATE INDEX NUM	ARER. 24-06	_319_006	Χ,
				95844529
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ADDRESS OF PREMIS	SES: 9137 ORCH	ARD LANE, JUTH CENTRAL I 555 Wast	BRIDGEVIE BANK AND TRUS ROOSEVELT R	T COM: A:Y
ADDRESS OF PREMIS	SES: 9137 ORCH	ARD LANE, JUTH CENTRAL I 555 Wast	BRIDGEVIE	T COM: A:Y
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UNOFFICIAL COPY

ADDITIONAL CONVENANTS, CONDITIONS AND PROVISIONS REFERRED TO ON THE REVERSE SIDE OF THIS MORTGAGE AND INCORPORATED THEREIN BY REFERENCE.

- 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 hereof; (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 discharge of such prior lien to Mortgagee or to holder of the contract; (4) 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 other charges against the premises when due, and shall upon written request, furnish to Mortgages or to holders of the contract duplicate receipts therefor. To prevent default hereunder Mortgagors shall pay in full under protest, in the manner provided by statute, any tax or assessment which Mortgagors may desire to contest.
- 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 ordamage, 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 any act hereinbefore required of Mortgagors 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 jurchase, 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 contest any tax or assessment. All mone, a paid for any of these purposes herein authorized 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 be so much additional indebtedness secured hereby and shall become immediately due and payable of hour 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 any bill, statement or estimate or into the accuracy of such bill, statement or estimate or into the validity of any tax. (as essement, sale, forfeiture, tax lien or title or claim thereof.
- 6. Mortgagors shall pay each item of indebtedness herein mentioned, when due according to the terms hereof. At the option of the holder of the contract, and without notice to the Mortgagors, all impaid indebtedness secured by the Mortgage shall notwithstanding anything in the contract or in this Mortgage to the contrary, become due and pay at left immediately in the case of default in making payment of any instalment on the contract, or this when default shall occur and continue for thrue days in the performance of any other agreement of the Mortgagors herein contained.
- 7. When the indebtedness hereby secured shall be some due whether by acceleration or otherwise. Mortgagée shall have the right to foreclose the lien hereof. then shall be allowed and included as additional indebtedness in the decree for sale all expenditures and expenses which may be paid or incurred by a ron behalf of Mortgagee or holder of the contract for attorneys' fees, appraiser's fees, outlays for documentary and expenses which may be paid or incurred by a ron behalf of Mortgagee or holder of the contract for attorneys' fees, appraiser's fees, outlays for documentary and expense extended as to items to be expended after entry of the decree of procuring all such abstracts of titl'. It is exarches and examinations, guarantee policies. Torrens certificates and similar data and assurances with respect to title as Mortgagee or holder of ... contract may deem to be reasonably necessary either to prosecute such such or evidence to bidders at any sale which may be had pursuant to such a ceree 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, when paid or incurred by Mortgagee or holder of the contract in connection with (a) any proceeding, including probate and bankruptcy proceedings to which either of them shall be a party, either as plaintiff. It ment or defendant, by reason of this Mortgage or any indebtedness hereby secured; or (b) preparations for the defense of any threatened suit or proceeding which might affect the premises or the security hereof 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.
- 8. The proceeds of any foreclosure sale of the premises shall be distributed and _p; ited in the following order of priority: First, on account of all costs and expenses incident to the foreclosure proceedings, including all such items (.s.e. 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 Mortgagors, their hours, legal coresentatives or assigns as their rights may appear.
- 9. Upon, or at any time after the filling of a bill to foreclose this mortgage the court in which such bill to filed may appoint a receiver of said premises. Such appointment may be made either before or after sale without notice, without regard to the schency or insolvency of Mortgagors 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 schency 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 state one 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 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 Mortgagors at the time 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.

		Ву			
D E	NAME	SOUTH CENTRAL BANK & TRUST COMPANY	FOR RECORDERS INDEX PURI ADDRESS OF ABOVE DESCRIE	POSES INSERT STREET SED PROPERTY HERE	
L	STREET	555 WEST ROOSEVELT ROAD			
V	CTTY	CHICAGO, IL 80607	This Instrument Was Prepared By		
R Y	DISTRUCTIO	ns OR	Nome	(Address)	