7	THIS INDENTURE, made	Januar v	30, .	95 between	 		
	James G. Pratt and Na			9 Derween	· ·	•	
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13	nis wife in joint ter						
 F	5921 Franklin (NO AND STREET) netein referred to as "Mortgagors,"	/()	ange ^(Y) ederal	IL 60525 (STATE)		95106925	;
	Credit Union				, DEPT-	O1 RECORDING	\$2
-	1900 N. Austin Aver	nue Chic	ago (Y)	IL 60639 (STATE)	. T ago 1	TRAN 4252 02, 50 COUNTY RECOR	
	herein referred to as "Mortgagee,"					·	
	THAT WHEREAS the Mortg Twenty-Three Thousan	gagors are justly indebted and No./100	ed to the Mo	rtgagee upon the	installment note of eve	n date herewith, in the	principal sum of
((5 23 000 00), pay	rable to the order of and	delivered to t	he Mortgagee, in	and by which note the M	ortgagors promise to pay	the said principal
5	sum and interest at the rate and in it	nstallments as provided	in said note, v	vith a final payme	nt of the balance due on	the last day of Je	anuary
) ک	005 , and all of said princip $0 \times e^{i}$ of such appointment, then at the off	fice of the Mortgagee st	1900 N	. Austin A	venue, Chicag	o, Illinois	nt, and in absence
	60639						
8 C !	NOW, THEREFORE, the Mo and limitations of this mortgage, at consideration of the sum of One Do Mortgagee, and the Mortgagee's suc and being in the <u>city</u> of <u>La</u>	organous to secure the paid the rectormance of tablar in har dipaid, the recessors that assigns, the agrange.	yment of the he covenants eipt whereof following des CC	said principal sum and agreements h is hereby acknowle cribed Real Estate DUNTY OF	of money and said intercerein contained, by the edged, do by these prese and all of their estate, ri	est in accordance with the Mortgagors to be performs CONVEY AND WA ight, title and interest ther was AND STATE OF H	LLINOIS, to wit:
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I	OT 8 IN BRANDSMA'S H	HIGHLANDS TELUR	ACE, A S	SUBDIVISION	OF PART OF T	HE NORTH 1/2 O	FTHE JO
	SOUTHWEST 1/4 OF SECT						
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Chicago, 1, 66510	which, with the property hereinafter	e chargeibach is rafeeracht	o barain or th	u "promis : "	37,	3 7 (1 (1) (1) (1)	51,7
٠ خ	which, with the property herematics	r resembed, is referred t	o actem as th	c preunsea.			S 4
F					X .		حج ت⊐ب
	Permanent Real Estate Index Num	ber(s): 18-17-	300-014				This By
	Address(es) of Real Estate: 59	321 Franklin.	LaGrange				
ki ai si ci o ci	TOGETHER with all improven ong and during all such time; as Mor ill apparatus, equipment or articles ingle units or centrally controlled), overtigs, inador beds, awnings, stind or not, and it is agreed that all simils onsidered as constituting part of the TO HAVE AND TO HOLD the terein set forth, free from all rights is the Mortgugors do hereby expressly	ments, tenements, easem rigagors may be entitled now or hereafter therein, and ventilation, includives and water heaters. As a paparatus, equipment or real estate, are premises unto the Mo and benefits under and herelease and waive.	LaGrange thereto (whice to or thereon using (without rall of the foreget or articles he or articles he or artic	, and appurtenanch are pledged printed to supply heat estrating the foregoing are declared treater placed in the Mortgagee's step Homestead Exe	es thereto it the ging, an arily and on a printy vitt, gas, air condition in a going), screens, wi dow to be a part of said real the premises by Morti aj accessors and assigns, for apption Laws of the State	h said real estate and not vater, light, power, refrige v shades, storm doors an state whether physically pors or their successors o rever, for he purposes, a e of lling a which said right	fits thereof for so secondarily) and eration (whether d windows, floor attached thereto r assigns shall be and upon the uses ghts and benefits
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THE COVENANTS, CONDITIONS AND PROVISIONS REFERRED TO ON PAGE 1 (THE REVERSE SIDE OF THIS MORTGAGE):

- 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 thereof; (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 the Mortgagee; (4) complete within a reasonable time any buildings now or at any time in process of erection upon said premises; (3) 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 Mortgagee 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. 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 jurisdiction in the premises, any tax is due or 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 any such law. The Mortgagors (dither covenant to hold harmless and agree to indemnify the Mortgagee, and the Mortgagee's successors or assigns, against any liability incurred by reason of the imposition of any tax on the issuance of the note secured hereby.
- 5. At such time as the Nortgagors are not in default either under the terms of the note secured hereby or under the terms of this mortgage, the Mortgagors here have such privilege of making prepayments on the principal of said note (in addition to the required payments) as may be provided in sail note.
- 6. Mortgagors shall keep all Suldings and improvements now or 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 of to pay in full the indebtedness secured hereby, all in companies satisfactory 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 delifee 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.
- 7. In case of default therein, Mortgagee may, but need not, make any payment or perform any act hereinbefore required of Mortgagors in any form and manner deemed expedient, and hay, but need not, make full or partial payments of principal or interest on prior encumbrances, if any, and purchase, discharge, compromise of 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 onle I 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, shail oe so much additional indebtedness secured hereby and shall become immediately due and payable without notice and with interest thereof 2, the highest rate now permitted by Illinois law. Inaction of Mortgagors.
- 8. 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 inquiry into the accuracy of such bill, statement or estimate or into the validity of any tax, assessment, sale, forfeiture, tax lien or title or main thereof.
- 9. Mortgagors shall pay each item of indebtedness herein mentioned, both principal and interest, when die according to the terms hereof. At the option of the Mortgage and without notice to Mortgag its, all unpaid indebtedness secured by this mortgage shall, notwith-standing anything in the note or in this mortgage to the contrary, become two 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 whether by colleration or otherwise. Mortgagee shall have the right to foreclose the lien hereof, in any suit to foreclose the lien hereof, there shall had lowed and included as additional indebtedness in the decree for sale all expenditures and expenses which may be paid or incurred by or or behalf of Mortgagee for attorneys fees, appraiser's fees, outlays for documentary and expenses which may be paid or incurred by or or behalf of Mortgagee for attorneys' fees, appraiser's fees, outlays for documentary and expenses which may be paid or incurred by or or behalf of Mortgagee for attorneys' fees, appraiser's fees, outlays for documentary and expenses which may be paid or titl, title 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 bidders at any sale which may be had purson it 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 paragrap', n entioned shall become so much additional indebtedness secured hereby and immediately due and payable, with interest thereon at the highest rate now permitted by Illinois law, when paid or incurred by Mortgagee in connection with (a) any proceeding, including probate and broker picy proceedings, to which the Mortgagee shall be a party, either as plaintiff, claimant or defendant, by reason of this mortgage or real includences hereby secured; or (b) preparations for the commencement of any suit for the foreclosure hereof after accrual of such right to foreclose whether or not actually commenced; or (c) preparations for the defense of any actual or threatened suit or proceeding which right 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 mentioned in the preceding paragraph hereof; second, all other items which under the terms hereof constitute secured indebtedness additional at the cost evidenced by the note, with interest thereon as herein provided; third, all principal and interest remaining unpaid on the note; four n, 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 complaint 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 of the premises or whether the same shall be then occupied as a homestead or not, and the Mortgagor 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 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 indehedness 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 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.

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