UNOFFICIAL COPYORM 6 95251638

1	de FEBRUARY 3		10.95 between	
JOHN & BA	ARBARA GORDON	•		
9435 S TI	IROOP		ļ	
CHTCVQO]	LLINOIS 60620	(((((((((((((((((((((CHAIC	DEPT-01 RECORDING \$23.50 T00014 TRAN 5298 04/17/95 10:52:00
	Mortgagors, and			. 12840 1 JW #~95-251638 . COOK COUNTY RECORDER
	AL BANK & TRUST CO			
555 WEST ROO!	SEVELT HOAD (ID STREED	CHICAGO, ILL	INOIS 60607	
	Mortgagee, witnesseth	(* 1 * 1)	GIAIIS	Above Space For Recorder's Use Only
THAT WHEREAS	P.e Mortgagors are justly in	idebled to the Mo	origages upon the Re	tail Installment Contract dated
FIVE THOUS	19th	9 94 ED EIGHTY	, in the Ansount Fin TWO AND NO	#nced of
Installment Contract fro	m time! Here unpaid in 🦃	ry menth	ly installinents of \$	Z100 DOLLARS be Morgagee, in and by which contract the Morgagors promise c Amount Pinanced in accordance with the terms of the Retail 121,88 each beginning
interest after maturity at	the Annual I recentage Rate at to time, in writing appoint, as	lated in the contracted in the absence of	t, and all of said ind to ach appointment, t	FEBRUARY 20
	ii, the Mortgagors to accure the	e payment of the se	ud sum in accordance	with the terms, provisions and limitations of this mortgage, and
unto the Mortgagee, and	the Mortgagee's successor a	OF CHICAC	lowing described Rea	performed, do by these presents CONVEY AND WARRANT I listate and all of their estate, right, title and interest therein, COUNTY OF
		ND STALE OF ILL		ļ
				n of Lots 1 to 18 in Block Lot 30 and all of Lots 31
to 46 in	Block 39 in Is	aac Cturr	y's Subdiv	ision of that part of the
S% of Sec Meridian.	tion 5, Townsh 1 ling W of th	uip 37 Nau e Riaht a	th Range	14. East of the Third Principal he Chicago Rock Island and
Pacific R	allroad in Coo	k County,	Tilinois	me chicago Rock Island and
			0/	
			40	
				95251638
PERMANENT REAL	. ESTATE INDEX NUME	3ER: 25-C	5-330-012	
ADDRESS OF PREN	1ISES: <u>9435 S</u>	Throop SI	ChicagoI	10
		-	-	
PREPARED BY:		W.O.E	IE KOOSAVAI	
				tChicego_IL
	NEXXIRURALIU			tChicegoL
				t. Cnicego.IL.
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ADDITIONAL CONVENANTS, CONDITIONS AND PROVISIONS REFERRED TO ON THE REVERSE SIDE OF THIS MOREGAGE 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.
- Mortgagors shall pay before any penalty attaches all general taxes and shall pay special taxes, special assessments, water charges sewer secure
 charges, and other charges against the premises when the suit shall upon written request furnish to Murigages or to bolders of the contract duple are
 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 bereafter 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 appoints an expension of the contract of the contract 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 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, Morigagee or the holder of the contract may, but need not, make any payment or perform any act hereinbetone required of Morigagors in any fe and manner deemed expedient, and may, but need not, make full or partial payments of pine ipal or interest on prior encumbrances if any and purchase, 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 moneys paid for any of these purposes berein authorized and all expenses paid or incurred to connection therewith, including attorneys' fees, and any other moneys advanced by Morigagee or the holders of the contract to protect the including attorneys hall be so much additional indebtedness secured be even and shall become immediately due and payment without notice. Inaction of Morigagee or holders of the contract shall never be considered as a waiver of any right accruing to them on account of any default between the part of the Morigagors.
- 5 The Montgager or the holder of the continut hereby secured making any payment bereby authorized relating to takes and assessments may do so according to any hill, statement or estimate produced from the appropriate public office without inquiry into the accuracy of such hill statement or estimate or into the validity of any tax as lessment, sale, fortesture, tax lien or ritle 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 unpaid indebtedness secured by the Mortgage shall, notwithstanding anything in the contract of in this Mortgage to the contract, become due and or yet lefal immediately in the case of default in making payment of any instalment on the contract of the when default shall occur and continue for the edges in the performance of any other agreement of the Mortgagors herein contained.
- 7. When the indebtedness hereby secured shall become due whether by acceleration or otherwise. Mortgage shall have the right to loreclose the lien hereof. In any suit to foreclose the lien hereof. The coshall be allowed and included as additional indebtedness in the decree for sale all expenditures and expenses which may be paid or incurred by or on behalf of Mortgagee or holder of the contract for attorneys fees, appraises is less, outlays for documentary and expert evidence, stenographe, a myges, publication costs and costs/which may be estimated as to trems to be expended after entry of the decreel of procuring all such abstracts of it le. It is searches and examinations, guarantee policies. Torrens certificates and similar data and assurances with respect to title as Mortgagee or holder c. It's contract may deem to be reasonably necessary either to prosecute such suit or to evidence to bidders at any sale which may be had purpoinnt to such decree the true condition of the little toor the value of the premises. All expenditures and expenses of the nature in this paragraph mentioned shall become as a much additional indebtedness secured hereby and immediately due and payable, when paid or incurred by Mortgagee or holder of the contract it, connection with (a) any proceeding, including probate and bankruptey proceedings, to which either of them shall be a party, either as plaintiff, alemant or defendant, by reason of this Mortgage or any indebtedness hereby secured, or (b) preparations for the defense of any threatened suit or proceed only which might affect the premises or the security hereof whether or not actually commenced or (q) preparations for the defense of any threatened suit or proceed only 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 an adoptive in the following order of priority. First, on account of all costs and expenses including all such trem as are mentioned in the preceding paragraph hereof, second, all other items which under the terms hereof constitute secured indebtedness additional about evidenced by the contract, third, all other indebtedness, if any, remaining unpaid on the contract, fourth, any overplus to Mortgagors, their forms, left, representatives 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 socia 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 collection for such receiver and without regard to the then value of the premises or whether it else meshall be then occupied as a homestead or not and the Mortgagee hereunder may be appointed as such receiver. Such receiver shall have power wite 'active 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 site of opperation of redemption, whether there be redemption or not, as well as during any further times when Mortgagors, except for the intervention of uch receiver, would be entitled to collect such rents, issues and profits, and all other powers which may be necessality or are usual in such cases for the price ction 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 in ome in his hands to payment in whole or in part of (1) The indebtedness secured hereby, or by any decree foreclosing toos Mec., sage 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 it may be prior to foreclosure sale (2) the deficiency. In case of a sale and deficiency.
- 10. No action for the enforcement of the lieu or any provision bereaf 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 bereby secured.
- 11. Mortgagee or the holder of the contract shall have the right to inspect the premises at all reasonable times and access the reto shall be permitted for that purpose
- 12 If Morigagors shall sell, assign or transfer any right, title or interest in said premises, or any portion thereof, without the witten 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 morigage to be immediately due and payable, anything in said contract or this morigage to the contrary notwithstanding.

ASSIGNMENT FOR VALUABLE CONSIDERATION. Mortgagee hereby sells, assigns and transfers the within mortgage to Date By POR RECORDERS INDEX PURIOSES INSERT STREET ADDRESS OF AIROYE DESCRIBED PROPERTY HERE

D E	NAME	SOUTH CENTRAL BANK & TRU	ST COMPANY	POR RECORDERS INDEX PURROSES INSERT STREET ADDRESS OF ABOVE DESCRIBED PROPERTY TERR
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