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CODE COURTY RECORDER

REAL ESTATE MORTGAGE

PREPABED BY: PRINCE FOR SOME STATES OF THE S

This Mortgage is made and dated

October 24,

. 1996

Parties

Between Kevin Hayes & Patricia Hayes

with an address

of 1840 N. Rockwell Chicago, IL

(the "Borrower")

and OLD REPUBLIC INSUMED FINANCIAL ACCEPTANCE CORPORATION with an address of 4902 WEST IRVING PARK JOAD, CHICAGO, ILLINOIS 60641 (the "Lender")

Borrower promises and agrees an follows:

Definitions

1. In this Mortgage, the term Borrower shall mean all borrowers under this Mortgage. The term "Lender shall mean the Lender named above, all lenders under this Mortgage and any other holder or taker of this Mortgage and the Promissory Note described below by transfer. The terms "Lender" and "Borrower" shall also include the heirs, executors, administrators, successors and assigns of each of them.

Transfer of Note and Mortgage Underlying debt, future advances

- 2. Lender may transfer this Mortgage and the Promissory Note without notice to Borrower.
- 3. This Mortgage is made to secure a Debt of the Borrower to the Lender for (\$ 24,810.00 Twenty Four Thousand Eight HUndred Tep dollars payable with interest according to a Bond or Note having the same date as this Mortgage. The Lender may make advances in the future to the Borrower or future owners of the Property. In addition to the above Debt the Bond or Note and this Mortgage are intended to secure any more debts now or in the future owed by the Borrower to the Lender. The maximum amount of debt secured by the Bond or Note and this Mortgage shall not be greater than the Debt stated above. Lender is not obligated to make future advances.

Terms of Note Incorporated Transfer of rights building and improvements streets

- 4. The terms of the Note are incorporated in and made part of this Mortgage.
- 5. The Property mortgaged (the "Property") is

1840 N. Rockwell Chicago, IL

(a) All land described on Schedule "A" annexed hereto and made part hereof.

(b) Together with the buildings and improvements on the Property.

(c) Together with all the Borrower's right, title and interest in the streets next to the property to

(d) Together with all condemnation awards for any taking by a government or agency of the whole or part of the real Property or any easement in connection with the Property. This includes awards for changes of grades of streets.

- 6. Borrower shall repay the Loan in accordance with the terms of the Note.
- 7. Borrower will keep the buildings on the Property insured against loss by fire and other risks included in the standard form of extended coverage insurance. The amount of insurance coverage shall be approved by Lender but shall not exceed the full replacement value of the buildings and improvements. Borrower shall pay premiums for all insurance policies when due. Borrower shall

shall 50

awards

Payment Insurance

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assign and deliver all insurance policies to Lender. The insurance policies shall contain the standard Illinois mortgage clause in the name of Lender as mortgagee. Upon Borrower's failure to keep the buildings insured, Lender may obtain the insurance. Borrower shall, within thirty (30) days after notice and demand, insure the Property against any other risk reasonably required by Lender, including war risk.

or Alteration

Maintenance, No sale 8. Borrower shall keep the Property in good repair. Borrower shall not, without the prior written consent of Lender, materially alter, demolish or remove the buildings and improvements on the Property, or sell all or any part of the Property. Borrower shall not abandon the Property. Lender may inspect the Property on reasonable notice to Borrower. Borrower shall make such repairs as Lender may reasonably require.

Taxes, etc.

9. Borrower shall pay all taxes, assessments, sewer rents and water rates and all other charges against the Property when they are due. Borrower shall produce receipts for these payments within ten (10) days after Lender's demand for them. Borrower shall neither claim nor be entitled to any credit against the principal and interest due under the Note on account of Borrower's payment of these charges.

Statement of Amount due, etc.

10. Within five (5) days after request in person or within ten (10) days after request by mail, Brirrower shall give to Lender a signed statement as to (i) the amount due under this Mortgage and (iii) any offsets or defense against the Note or this Mortgage.

Warranty of Title

11. Except for the first mortgage described in Paragraph 12 hereof, Borrower warrants the title to the Property and Borrower shall defend that title against all adverse claims. Borrower shall be responsible for any costs or losses of Lender if an interest in the Property is claimed by others.

Prior Mortgage

12. This Mortgage is subject and subordinate to a first mortgage on the Property held by with an unpaid balance not in excess of Eight Two Thousand _ Dollars (\$ 82,100.00

Default and acceleration of Note

13. Lender may declare the office unpaid balance of the Note and accrued interest on the Note to be immediately due and payable upon any default by Borrower.

The happening of any of the folic wing shall constitute a default by Borrower.

(a) If Borrower fails to make any payment required by the Note and/or this Mortgage within ten (10) days of the date it is due;

(b) If Borrower fails to keep any other promise or agreement in this Mortgage within the time set forth, or if no time is set forth, within a reasonable time after notice is given that Borrower is in

(c) If Borrower sells, conveys or otherwise transfers the to all or part of the Property:

(d) If on application of Lender, two or more insurance companies licensed to do business in Illinois refuse to issue policies insuring the buildings and iragovernments on the Property;

(e) If Borrower fails to make any payment required by any prior mortgage;

(f) If Borrower fails to keep any other promise or agreement in any prior mortgage:

(g) It bankruptcy or insolvency proceedings are filed by or agains' Sorrower.

Sale

14. Upon Borrower's default under this Mortgage and the sale of the Property in foreclosure, the Property may be sold in one or more parcels.

Receiver

15. Upon Lender's suit to foreclose the Mortgage, Lender shall have the right to have a receiver appointed to take control of the Property.

Payment of rent and eviction after default

16. Upon Borrower's default under this Mortgage, Borrower shall pay monthly in advance to Lender, or to a receiver who may be appointed to take control of the Property, the fair rental for the use and occupancy of that part of the Property that is in the possession of Borrower. Upon Borrower's failure to pay rent when due, Borrower shall vacate and surrender the Property to Lender or to the receiver. Borrower may be evicted by summary proceedings or other court proceedings.

Attorney's Fees

17. If the Note is referred to an attorney for collection, Borrower agrees to pay reasonable attorney fees incurred in the enforcement or collection of the Note.

Lender's right to make payment

18. Lender may, but shall not be required to, pay any of the following expenses of the Property when due if Borrower does not: real estate taxes, assessments, sewer rents, water charges, premiums for risk insurance, repairs and maintenance, payments due under any prior mortgage, and payments of any other charges or claims against the Property if necessary to protect Lender's rights under this Mortgage. Such payments shall be added to the principal and shall be secured by this Mortgage. Borrower shall reimburse Lender for such payments, with interest, upon Lender's written demand. Interest shall be charged from the time of payment by Lender at the rate set forth in the Note.

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Lender's rights, no waiver	applicable law shall not be a w	exercise any right or remedy granted to Lender in this Mortg raiver of or prevent the later exercise by Lender of any suc ny one or more rights or remedies available to Lender at any	ch right or
Notices	certified mail to Borrower or n	lests shall be in writing and shall be personally delivered on mailed by certified mail to Lender at the address set for s as may be designated in writing.	or mailed th in this
Changes must be	21. This Mortgage may not be both Lender and Borrower.	changed or terminated except by an agreement in writing s	signed by
Governing law	law. In the event of a conflict is statute, law or regulation in effection to the extent of such con-	verned by the laws of the State of Illinois and any applicable between any provision of the Mortgage and any federal act as of the date of this Mortgage, the statute, law or regular shirt and the conflicting provision contained in this Mortgage as of this Mortgage shall remain fully effective and enforced	or Illinois ition shall e shall be
IN WITNESS WHE	REDF, Borrower has signed this Mon	ngage this 24th day of October	, 19 96
	0,	Borrower has received a true copy of this M	hortgage
	WITM'ESS	without charge. BORROWER	
	VIIIRESS	BUNNOVIER	
	(Signature)	(Signature)	
	(Signature)		
	(Typed or Printed)	Kevin Haýes (Typed or Printed)	
	(Typed of Timica)	Detail 1 11	
	(Signature)	(Signature)	
	(Osgranari,	Patricia hayes	
	(Typed or Printed)	(Typed or Printed)	
STATE OF ILLINOI	S)		
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COUNTY OF)	2011 description of the Ochefore are an	
came Kevii	On this 1 Hayes & Patricia Haye 2 Avaculad the foregoing instrument	2.4 th day of Oct19 96before me pe to me known and known to me to be the indiv and acknowledged to me that he executed the same.	vidual(s)
geschoed in and in	'OFFICIAL SEAL'		\sim
	Jennie R. Saydlitz	(NOTARY PUBLIC)	\
	Notary Public, State of Illinois	(State of the sta	
	My Commission Expires 1/26/67	ORTGAGE	
		IOTTGAGE	
FROM		TO	
Dated:		<u> </u>	
State of	Illinois		
County		, Recorded on the	
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o'clock	.M.		
in Book		of Mongages at page	96844672
Block			ÇÇ
Lot			بَيْ
County		DED ENLANDING CORPORATION	জ স
Record a		RED FINANCIAL ACCEPTANCE CORPORATION ARK ROAD, CHICAGO, ILLINOIS 60641	i'e
	ounty Recording Officer of	County:	
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I certify that the signature of the Lender is genuine.

_ _ _ (Seal) Lender

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LEGAL DESCRIPTION

The North 22 1/8 feet of the East 149 feet of Lot 3 in Subdivision of Lot 2 in Block 4 in Borden's Subdivision of the West half of the SOutheast quarter of Section 36, Township 40 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

184 OF COUNTY CLARK'S OFFICE PIN# 13-36-412-034 Address.

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