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**MORTGAGE (ILLINOIS)** 

DEPT-01	RECORDING		\$23.50
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SMITH ROTHCHILD FINANCIAL CORP. 221 N. LaSALLE of ., SUITE 400

CHICAGO, ILLINOIS 60601

COOK COUNTY RECORDER

A			
	Above	Space for Recorder's Use Only	
THIS INDENTURE, made	August 30 10 96	, between	775
Walter Davis and Fearl Davis	, as tenants in common		<del>//</del>
3459 W. Walnut, Chicago, IL	60,624	<i>2</i>	// 01
herein referred to as "Mortgagors" and Hallmark Builders		(CITY)	/ (STALE)
3530 N. Peterson Suite 100,	Chicago, D. 50659		
(NO AND S herein referred to as "Mortgagee," witnesseth:	, ()	(CITY)	(STATE)
promise to pay the said Amount Financed tog Percentage Rate of 23.98 in accordance monthly installments of \$ 102.72 and on the same day of each month thereafter, maturity at the Annual Percentage Rate of 23 holders of the contract may, from time to time Hallmark Builders, 3530 N. E	ayable to the order of and delivered ether with a Finance Charge on the with the terms of the Retail Instailment each, beginning 30 days with a final installment of \$ 102.98 as stated in the contract, and a in writing appoint, and in the absence terson Suite 100, Chic	to the Mortgagee, in and by when the Mortgagee, in and by when the Annual from time to time a after completion.  2.72  If of said indebted liess is made note of such appointment, then page, IL 50652	hich contract the Mortgagors ount Financed at the Annual unpaid in
NOW THEREFORE, the Mortgagors, to see Retail Installment Contract and this Mortgage, performed, do by these presents CONVEY ANdescribed Real Estate and all of their estate, rig OF Cook  Lot 65 in John D. Parker's See West Half of the Southeast of Section 11, Township 39 Main Cook County, Illinois.	and the performance of the covenant D WARRANT unto the Mortgagee, at, title and interest therein, situate, I AND STATE aubdivision of the West	ts and agreements herein conts, and the Mortgagee's successor lying and being in the <u>City</u> OF ILLINOIS, to wit:  9 acres of the East and North of Lak	mid, by the Mortgagors to be one and assigns, the following of hicago COUNTY that half of the the Street

16-11-410-001 PERMANENT REAL ESTATE INDEX NUMBER:

3459 W. Walnut, Chicago, IL 60624 ADDRESS OF PREMISES:

which, with the property herinafter 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 S/R-IND 1 OF 3 12/94

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thereof for so long and during all such times as Mortgagors may be entitled thereto (which are pledged primarily and on a parity with said reat estate and not secondarily) and all apparatus, equipment or articles now or hereafter therein and thereon used to supply heat, gas, air conditioning, water, light, power, refrigeration (whether single units or centrally controlled), and ventilation, including (without restricting the foregoing), screens, window shades, storm doors and windows, floor coverings, awnings, stoves and water heaters. All of the foregoing are declared to be a part of said real estate whether physically attached thereto or not, and it is agreed that all similar apparatus, equipment or articles hereafter placed in the premises by Mortgagors or their successors or assigns shall be considered as constituting part of the real estate.

TO HAVE AND TO HOLD the premises unto the Mortgagee, and the Mortgagee's successors and assigns, forever, for the purposes, and upon the uses herein set forth, free from all rights and benefits under and by virtue of the Homestead Exemption Laws of the State of Illinois, which said rights and benefits the Mortgagors do hereby expressly release and waive.

## MORTGAGOR AND MORTGAGEE COVENANT AND AGREE AS FOLLOWS:

- 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 here of 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 building or buildings now or at any time in process of erection upon said premises; (5) comply with all requirements of law or invaliding or buildings now or at any time in process of erection upon said premises; (5) comply with all requirements of law or invaliding or buildings now or at any time in process of erection upon said premises; (6) make no inaterial alterations in said premises except as required by law or married ordinance.
- 2. Mortgagor 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 Mortgagee 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 or damage, to Mortgagee, such artists 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, Morgagee or the holder of the contract vivy, 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 purchase, discharge, compromise or settle any tax lien or other prior lien on title or claim thereof, or redeem from any tax sale or forfeiture, affecting said premises or contest any tax or assessment. Alt moneys paid for any of these purposes herein authorized and all expenses paid or incurred in connection therewith, including attorneys' fees, and any or ner i toneys 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 without notice. Inaction of Mortgagee or holders of the contract shall never be considered as a wrive, 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 produced from the appropriate public office without in unity into the accuracy of such bill, statement or estimate or into the validity of any tax, assessment, 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 unpaid indebtedness secured by the Mortgage shall notwithstanding anything in the contract or in this Mortgage to the contrary, become due and payable (a) in the case of default in making payment of any installment on the contract which default shall continue for 30 days, or (b) when default shall occur and continue for three days 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, Mortgagee shall have the right to foreclose the lien hereof. In any suit to foreclose the lien hereof, there shall 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, appraiser's fees, outlays for documentary and expert evidence, stenographgers' charges, publication costs and costs (which may be estimated as to items to be expended after entry of the decree) of procuring all such abstracts of title, title searches and examinations, guarantee policies. Torrens certificates and similar data and assurances with respect to title as Mortgagee or holder of the contract may deem to be reasonable necessary either to prosecute such suit or to evidence to hidders at any sale which may be had pursuant 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 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, claimant or defendant, by reason of this Mortgage or any indebtedness 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 threatened suit or proceeding which might affect the premises or the security hereof whether or not actually commenced.

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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 Mortgagors, 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 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 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, 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 tien 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 hade 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 Mortgagors 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 said contract or this mortgage to the contrary notwithstanding.

to be immediately due and p	ayable, anything in said contract or this	mortgage to the contrary notwithstanding.			
WITNESS the handa	nd sealof Mortgago(s the day and y	ear first above written.  (Seal) X Dlan Xaccia) (Seal)			
PLEASE PRINT OR	Walter Davis	Pearl Davis			
TYPE NAME(S) BELOW SIGNATURE(S)		(Seal) (Seal)			
State of Illinois, County of _	Cook				
	the State aforesaid, DO HEREBY C	ERTIFY that			
IMPRESS	personally known to me to be the same person whose name subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that t_n_ev signed, sealed and delivered the said instrument as their free and voluntary act, for the uses and purposes therein set				
SEAL.					
HERE					
		and the second s			
	forth, including the release and wiav	20th LAWS MAN STAY CELLINOIS ?			
Given under my hand and of	ficial seal, this	day of OAIE UT THOOLS			
Commission expires	5.	Notary Public			
		GIGNMENT			
FOR VALUABLE CONSIDE		gns and transfers of the within mortgage to			
Date	Mortgagee				
	Ву				
VAME		FOR RECORDERS INDEX PURPOSES INSERT STREET ADDRESS OF ABOVE DESCRIBED PROPERTY HERE			
STREET SMITH	ROTHCHILD FINANCIAL CORP. N. Lasalle St., Suite 400	3459 W. Walnut, Chicago, IL 60624			
V CHY e	HICAGO, ILLINOIS 60601.	Hallmark Builders			
r.	Ulfyan' tremain and	This Instrument Was Prepared By			
Y INSTRUCTIONS	OR	3539 N. Peterson Suite 100, Chicago, IL60			
Matrice (IMA)		i (Name) (Address) S/R-IND 3 OF 3 12/94			

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Property of County Clerk's Office

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