GEORGE E. COLE

# MORTGASE LINOS F F CORM NO. 103 For Use with Note Form No. 1447 For Use with Note Form No. 1447

960066.99

September 95, between	
HIS INDENTURE, made	. DEFT-01 RECORDING \$25.1 T\$0004 TRAN 1873 01/03/96 15:05:00
a single person	\$5188 \$ LF 34-96-006099
9126 South Bishop, Chicago, IL 60620 (NO ANDSTREET) (CITY) (STATE)	
(NO AND STHEET) (CITY) (STATE)  rein referred to as "Morkgagors." and	
NICKY J. ROBERSON	
1222 W. 50th Street, Chicago, IL 60609 (NO AND STREET) (CITY) (STATE)	Above Space For Recorder's Use Only
ernin referred to as "Morsgagee," witnesseth:	
THAT WHEREAS the Mortgagors are justly indebted to the Mortgagee upon the inst TWENTY SEVEN THOUSAND and No/100ths	DOLLARS
s 27,000.00), payable to the order of and delivered to the Mortgagee, in and lum and interest at the rate and in installments as provided in said note, with a final payment of 9.2, find all of said princip it at d interest are made payable at such place as the holders of the I such appointment, then at the of the Mortgagee at 1222 W, 50 th Str	the balance due on the
NOW, THEREFORE, the Moves, gothers becaute the payment of the said principal sum of mind limitations of this mortgage, and the preformance of the covenants and agreements hereignisideration of the sum of One Dollar in hand paid, the receipt whereof is hereby acknowledge dortgages, and the Mortgages's successors and assigns, the following described Real Estate and and being in the City of Chigago, County of Coo	oney and said interest in accordance with the terms, provisions a contained, by the Mortgagors to be performed, and also in the day these presents CONVEY AND WARRANT unto the affortheir estate, right, title and interest therein, situate, lying k
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which, with the property hereinafter described, is referred to herein as the "premires,"	my
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	9637
Permanent Real Estate Index Number(s):	ago, IL 60609
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TOGETHER with all improvements, senements, casements, fixtures, and appurtenances if any and during all such times as Mortgagors may be entitled thereto (which are piedged primari) in apparatus, equipment or articles now or hereafter therein or thereon used to supply heart, gengle units or centrally controlled), and ventilation, including (without restricting the foregoin overings, inador beds, awnings, stoves and water heaters. All of the toregoing are declared to be not, and it is agreed that all similar appearatus, equipment or articles hereafter placed in the root, and it is agreed that all similar appearatus, equipment or articles hereafter placed in the residered as constituting part of the real estate.  TO HAVE AND TO HOLD the premises unto the Mortgageo, and the Mortgageo's succertein set forth, free from all rights and benefits under and by virtue of the Homestead Exempt to Mortgagors do hereby expressly rolease and waivo.  This mortgage consists of two pages. The covenants, conditions and provisions appearing treets by reference and are a part hereof and shall be binding on Mortgagors, their heirs, success Witness the hand.  and sent of Mortgagors the day and year first above written.  (Sent)  PLEASE PHINT OR PLEA	pereto conging, and all rems, issues and profits thereof for so yand on a parity with said real estate and not secondarify) and an arrive with said real estate and not secondarify) and got consolidate in the said real estate at the physically attached thereto are most of said real estate whether physically attached thereto are mises by Mortga, are ar their successors or assigns shall be assors and assigns, forever the purposes, and open the uses for Laws of the State of thing), which said tights and benefits and page 2 (the reyerse tide of the original assigns) are incorporated general assigns.  [Seat]  DEMETRIUS BARREN  (Seat)  1, the undersigned, a Notary Public in and for said County PTRIUS BARREN  E subscribed to the foregoing instrument, and estate and said and delivered the said instrument as ones therein set forth, including the release and waiver of the Notary Public.
TOGETHER with all improvements, tenements, easements, fixtures, and apputtenances if ng and during all such times as Mortgagors may be entitled thereto (which are piedged primaril a paparatus, equipment or articles now or hereafter therein or thereon used to supply hear, gaingle units or centrally controlled), and ventilation, including (without restricting the foregoin overings, inador beds, awnings, stoves and water heaters. All of the toregoing are declared to bringly controlled that all similar appearatus, equipment or articles hereafter that it is sufficient that all similar appearatus, equipment or articles hereafter placed in the most account of that all similar appearatus, equipment or articles hereafter placed in the residered as constituting part of the real estate.  TO HAVE AND TO HOLD the premises under and by virtue of the Homestead Exemption of a record owner is:  The part of a record owner is:  This mortgage consists of two pages. The coverants, conditions and provisions appearing the nortgage consists of two pages. The coverants, conditions and provisions appearing the nortgage consists of two pages. The coverants, conditions and provisions appearing the nortgage consists of two pages. The coverants, conditions and provisions appearing the nortgage consists of two pages. The coverants, conditions and provisions appearing the nortgage consists of two pages. The coverants, conditions and provisions appearing the nortgage consists of two pages. The coverants, conditions and provisions appearing the nortgage consists of two pages. The coverants, conditions and provisions are appeared by reference and water.  (Seal)  PLEASE PHINTOR  PLEASE PHINTOR  (Seal)  OF ALL COOK  ELECTRA FORTHER ALL COOK  ELECTRA FORTHER ALL COOK  Appeared before me this day in porson, and acknowledged that appeared by the control of th	pereto conging, and all rems, issues and profits thereof for so yand on a prity with said real estate and not secondarify) and and remand with said real estate and not secondarify and get conging, screens, which was tades, storm doors and windows, floor eapant of said real estate whether physically attached state to bremises by Mortga, are ar their successors or assigns shall be assors and assigns, forever the purposes, and epon the uses son Laws of the State of thing), which said tights and benefits and page 2 (the reverse tide of the original and said assigns.  DEMETRIUS BARREN  (Seat)  1, the undersigned, a Notary Public in and for said County PTRIUS BARREN  E Signed, sealed and delivered the said instrument, as signed, sealed and delivered the said instrument as
TOGETHER with all improvements, tenements, easements, fixtures, and appartenances in apparatus, equipment or articles now or heraefter therein or thereon are the tomporty controlled), and ventilation, including (without respired primarily in apparatus, equipment or articles now or heraefter therein or thereon used to supply heart, garnele units or centrally controlled), and ventilation, including (without respired primarily overings, inador beds, awnings, stores and water heaters. All of the toregoing are declared to the not, and it is agreed that all similar appearatus, equipment or articles hereafter placed in the insidered as constituting part of the real estate.  TO HAVE AND TO HOLD the premises unto the Mortgageo, and the Mortgageo's successful en Mortgageors do hereby expressly release and waive.  The hards are courd owner is:  This mortgage constats of two pages. The coverants, conditions and provisions appearing erein by reference and are a part hereof and shall be binding on Mortgagors, their heirs, successful to preference and are a part hereof and shall be binding on Mortgagors, their heirs, successful in the hand.  Witness the hand and seal of Mortgagors the day and year first above written.  (Seal)  PLEASE PHINT OR PERSON and estated the page of the p	pereto conging, and all rems, issues and profits thereof for so yand on a parity with said real estate and not secondarify) and an arrive with said real estate and not secondarify) and got consolidate in the said real estate at the physically attached thereto are most of said real estate whether physically attached thereto are mises by Mortga, are ar their successors or assigns shall be assors and assigns, forever the purposes, and open the uses for Laws of the State of thing), which said tights and benefits and page 2 (the reyerse tide of the original assigns) are incorporated general assigns.  [Seat]  DEMETRIUS BARREN  (Seat)  1, the undersigned, a Notary Public in and for said County PTRIUS BARREN  E subscribed to the foregoing instrument, and estate and said and delivered the said instrument as ones therein set forth, including the release and waiver of the Notary Public.

### **UNOFFICIAL COPY**

THE COVENANTS, CONDITIONS AND PROVISIONS REFERRED TO ON PAGE I (THE REVERSE SIDE OF THE 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 3...ch prior lien to the Mortgagee; (4) complete within a reasonable time any building or buildings now or at any time in process of creetion 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 nunicipal 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 Mortgagoe 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 in the mortgage'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 muximum 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 taw. The Mortgagors further covenant to hold harmless and agree to indemnify the Mortgagoe, and the Mortgagoe'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 Mortgagors are not in default either under the terms of the note secured hereby or under the terms of this mortgage, the Mortgagors shall have such privilege of making prepayments on the principal of said note (in addition to the required payments) as may be provided in soid note.
- 6. Mortgagors shall keer all ouildings and improvements now or bereafter situated on said premises insured against loss or damage by fire, lightning and windstorm urely policies providing for payment by the insurance companies of moneys sufficient either to pay the cost of replacing or repairing the same at to pay in full the indebtedness secured hereby, all in companies satisfactory to the Mortgagee, under insurance policies payable, in cree's luss 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 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, Mortgages risk, but need not, make any payment or perform any act hereinbefore required of Mortgagors in any form and manner deemed expedient, and need not, make full or partial payments of principal or interest on prior encumbrances, if any, and purchase, discharge, comproving or settle any tax tien 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 the purposes berein authorized and all expenses paid or incurred in connection therewith, including attorneys fees, and any other moneys advanced by Mortgages 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 and with interest thereor at the highest rate now permitted by Illinois law, inaction of Mortgages shall never be considered as a waiver of any right accruing to the Mortgages on account of any default becomes on the part of the Mortgagors
- 8. The Mortgagee making any payment hereby authorizer celating 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 lies or title or claim thereof.
- 9. Mortgagors shall pay each item of indebtedness herein meriting d, both principal and interest, when due according to the terms hereof. At the option of the Mortgagee and without notice to Mortgagors, all impaid indebtedness secured by this mortgage shall, notwith-atending anything in the note or in this mortgage to the contrary, become one 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 acceleration or otherwise, Mortgager shall have the right to foreclose the lien hereof, there shail by howed and included as additional indebtedness in the decree for sale all expenditives and expenses which may be paid or incurred by or on behalf of Mortgager for attorneys' fees, appraiser's fees, outlays for documentary and expense which may be paid or incurred by or on behalf of Mortgager for attorneys' fees, appraiser's fees, outlays for documentary and expense vidence, stenographers' 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, little insurance policies, Torrens certificates, and similar data and assurances with request to title as hortinger may deem to be reasonably necessary either to prosecute such suit or to evidence to bidders at any sale which may be had persuant 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, with interest thereon at the hit, let rate now permitted by Hilmois law, when paid or incurred by Mortgagee in connection with (a) any proceeding, including probate and but a runcey proceedings, to which the Mortgagee 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 accural of such riv. To foreclose whether or not actually commenced; or (c) preparations for the defense of any actual or threatened suit or proceeding which might affect the premises or the security hereof.
- 11. The proceeds of any foreclosure sale of the premises shall be distributed and applied in the forlowing order of priority: First, on account of all costs and expenses incident to the foreclosure proceedings, including all such items as are minimized in the preceding paragraph hereof; second, all other items which under the terms hereof constitute secured indebtedness additional or that evidenced by the note, with interest thereon as herein provided; third, all principal and interest remaining unpaid on the note; for any overplus to Morigagors, 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 Mortgagee 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 sail 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 indebtedness secured hereby, or by any decree foreclessing 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 foreclesure 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 Mortgages, notwithstanding such extension, variation or release.
- i7. 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 nerein 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.

# LITERNATIVE INTEREST PROVISIONS LITERNATIVE INTEREST PROVISIONS APRIL 10 A APRIL 10 APR

en, ,

#### INSTALLMENT NOTE

\$ 27,000,00	Chicago , Illinois
*	September 1995
FOR VALUE RECEIVED, the undersign	ed promise to pay to the order of NICKY J. ROBERSON
	the principal sum of
TWENTY SEVEN THOUSAND and No	2/100thsDOLLARS
*(n)-and-interest-from	on the balance of principal remaining from times
	nt per annum, such principal sum and interest to be payable in in-
	Dollars on the
day of, 19; and	
	thereafter for consecutive with
	, will
Dellars on thenyot	
CVA	TEN THOUSAND and No/100ths
	96 FIVE THOUSAND and No/100th
Donars on the any of	
	. day о <b>інынк <u>March</u>, 1996 нікиминикххххххх</b>
	TWELVE THOUSAND and No/100ths
Dollars on the lat day of September	, 19 96, with interest on the balance of principal re-
	of a per cent per annum, payable on the due dates
for installments of principal as aforesaid.*	per one per unitally payable on the title titles
A11 m	edness evidenced by this mate shall be the mate of the
on the unpaid principal balance and the rema	edness evidenced by this note shall be first applied to interest inder to principal. twelve (128) percent per annum
Pach of spid installments of main-t	pal shall bear interest after maturity at the highest rate payments of both mineipal and interest are to be made at y, from time to time. In writing appoint, and in the absence
of such appointment, then at the office of	NICKY J. ROBURSON
in Chicago, Illinois	
SUMMARY	0/4
\$10,000.00 by 01-01-96	$\tau_{\circ}$
\$ 5,000.00 by 03-01-96 \$12,000.00 by 09-01-96	0,
	$O_{x}$
	C
The payment of this note is secured by	mortgage, bearing even date herewith, to
NICKY J. ROBERSON	Mortgagee,
accrued interest thereon, shall become imme in case of any default in the payment of principor when default shall occur and continue for	the principal sum remaining unpaid hereon, together with diately due and payable at the place of payment aforesaid and or interest when due in accordance with the terms hereof three days in the performance of any other agreement control eject shall present to the bolden or the days and the performance of the significant shall present to the place of the significant shall present to the place of payment after the p
and the provisions contained in said mortgag	ge.
	alment for payment, notice of dishonor, protest and notice
All parties hereto severally waive present of protest.	
All parties hereto severally waive preser of protest.	
All parties hereto severally waive presen	DEMETRIUS BARREN

## **UNOFFICIAL COPY**

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