GEORGE E. COLEO LEGAL FORMS

UNOFFICIAL

MORTGAGE (ILLINOIS) For Use With Note Form No. 1447

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ゆずけらららる THIS AGREEMENT, made June 18 19 97 between Marvin G. Hunter and Shirley J. Hunter 97406698 HUSBAND AND WIFE \$27.DO DEPT-01 RECURDING T40012 TRAN 5669 06/27/97 13:25:00 +0841 + ER *-97-466698 (No. and Serect) (City) (State) COOK COUNTY RECORDER herein referred to as "Mortgagors," and City Sites, L.L. 820 Church St. 200. Evanston. 60201 (No. and Street) (State) (City) herein referred to as "Mortgagee," wirnesseth: THAT WHEREAS the Monga or me justly indebted to the Mortgagee upon the installment note of even date herewith, in the principal sum of Twenty thousand six hundred and no/100 DOLLARS (\$ 20.600.00 ___), payable to the older of and delivered to the Mortgagee, in and by which note the Mortgagors or mise to pay the said principal sum and interest at the fate and in installments a privided in Above Space for Recorder's Use Only said note, with a final payment of the balance due on the IB' day of December, 19 97, and 41 of said principal and interest are made payable at such place as the holders of the note may, from time to time, in writing appoint, end in absence of such appointment, then at the office of December the Mortgagee at City Sites, L.L.C., 820 Church St., Ste. 200, Evanston, IL 60201 NOW, THEREFORE, the Mortgagors to secure the payment of the said rancipal sum of money and said interest in accordance with the terms, provisions and limitations of this moresage, and the performance of the covenants and agreements herein consained, by the Mortgagors to be performed, and also in consideration of the sum of One Pollar in hand paid, the receipt whereof is hereby acknowledged, do by these presents CONVEY AND WARRANT unto the Mortgagee, and the Mortgagee's successors and o assigns, the following described Real Estate and all of their estate, right, title and interest therein, situate, lying and being in the _____, COUNTY OF ___Cook __ IN STATE OF ILLINOIS, to wit: City of Chicago Lot 19 in Fisher and Miller's First Addition to West Auburn, a spidivision of Blog 25 in Sub(by Edwin H. Sheldon, et al) of the Southeast Quarter of Section 25. Township 38 North, Range 14 East of the Third Principal Meridian (except the North 99 feet thereof) in Cook County, Illinois. which, with the property hereinafter described, is referred to herein as the "premises," Permanent Real Estate Index Number(s): 20-29-424-034

TOGETHER with all improvements, tenements, easements, fixtures, and appurtenances thereto belonging, and all rents, issues and profits thereof for so long and during all such times as Mortgagors may be entiled thereto (which are pledged primarily and on a parity with said real estate and not secondarily) and all apparatus, equipment or articles now or hereafter therein or 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), acreens, window shades, storm doors and windows, floor coverings, inador beds, 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.

Address(es) of Real Estate: 1140 W. 79th St., Chicago, Illinois

BUX 333-CTI

purposes, and upon the	e uses herein set forth, free from	nto the Mortnagge, and the Mort or all rights and benefite under an the Mortgagors do hereby expressly	by virtue bit the Humeste	ad Exemption Laws
The name of a record or	wneris: Marvin G. Hur	nter and Shirley J.	Hunter, as tena	nts in entiret
This mortgage	consists of four pages. The co-	venants: conditions and provisions inding on Mortgagors, their heirs,	s appearing on pages 3 and	
	d and seal of Morrgago	ors the day and year first above with		L
	Mo- I. Mu	(SEAL)	rukey of Wield	es (SEAL)
PLEASE	MARVIN G. HUNT	cr shi	RLEY (IS I HINTER	
PRINT OR TYPE NAME(S)	-			
BELOW		(SEAL)		(SEAL)
SIGNATURE(S)		-		·
State of Illinois, County	of Cook	\$6.		
Julius and Mariella		Morari Birkhi in 17 11	Daniero de die es	ad no present
^	I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that			
	Marvin G. 1	Hunter and Shirley	J. Hunter	
Lois sold	3			
1884	personally known to m	ne to be the same person <u>S</u> whos	se name ^S	subscribed
A CONTRACTOR OF THE PARTY OF TH	to the foregoing inc	strument, appeared before me t	his day in person, and a	cknowledged that
AS ASSE			•	
	free and voluntary act	led and delivered the said instrumer for the uses and purposes therein	ne as	ease and waiver of
37	the right of homestead		1 11	
7		0/	220/4//	97
Given under my hand and	d official seal, this	18th		19
Commission expires		19	XXX V/VIII	
·•			NOTARY PUBLIC	
This instrument was prep	pared by	Staff Attorney	1 00	
		(Name and Address) Sites L.L.C., 820/12	burch Street. S	uite 200
Mail this instrument to .	Jerr Tutt, City			
	T	(Name and Address)	4	<u> </u>
	Evanston, IL 602		104	**************************************
	(City)	(State)	14	(Zip Code)
OR RECORDER'S OFF	FICE BOX NO.		· \(\sigma \)	
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- 11. The proceeds of any first during the of the fremis whill be digribated an 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 proceeding paragraph hereof; second, all other items which under the terms hereof constitute secured indebtedness additional to that evidenced by the note, with interest thereon as herein provided; third, all principal and interest remaining unpaid on the note; fourth, any overplus to Mortgagors, their heirs, legal representatives or assigns, as their rights may appear.
- 12. Upon or any time after the filing of a complaint to foreclose this mortgage the court in which such complaint is filed may appoint receiver of said premises. Such appointment may be made either before or after the sale, without notice, without regard to the solvency or incolvency 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 Mortgagore 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, is 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 cents, 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 is 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 lies which may be or become superior to the lies 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 Morresgee shall have the right to inspect the premises at all reasonable times and access thereto shall be permitted for that purpose.
- 15. The Mortgages shall periodically deposit with the Mortgagee such sums as the Mortgagee may reasonably require for payment of taxes and assessment on the premises. No such deposit shall bear any interest.
- 16. If the payment of sold 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 benefits 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 nortgage and lien thereof by proper instrument upon payment and discharge of all indebtedness secured hereby and payment of a reson shie fee to Mortgages for the execution of such realesse.
- 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, whicher or not such persons shall have executed the note or this mortgage. The word "Mortgagee" when used herein shall include the successors and sasigns of the Mortgagee named herein and the holder or holders, from time to time, of the note secured hereby.

THE COVENANT CONTINUE AND HEVE ON PACE :

- 1. Morrgagors 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 item hereof, and upon request exhibit satisfactory evidence of the discharge of such prior lien to the Mortgages; (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.
- 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 Mortgagore 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 Mortgages 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 mortgages'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 Mortgage (a) it might be unlawful to require Mortgagors to make such payment or (b) the making of such payment might result in the unposition of interest beyond the maximum amount permitted by law, then and in such event, 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 researce of the note hereby secured, the Mortgagors covenant and agree to pay such tax in the manner required by any such law. The Mortgagors further covenant to hold harmless and agree to indemnify the Mortgagoe, 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 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 said note.
- 6. Mortgagors shall keep all buildings 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 or 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 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 as 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 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 or title or claim thereof, or redeem from any tax sale or forfeiture affecting said premises or contest a sy tax or assessment. All moneys paid for any of the purposes herein authorized and all expenses paid or incurred in connection therewish, including attorney's fees, and any other moneys advanced by Mortgagee to protect the mortgaged premises and the lien hereof, that he so much additional indebtedness secured hereby and shall become immediately due and payable without notice and with interest thereon at the highest tase now permitted by Illinois law. Inaction of Mortgagee shall never be considered as a waiver of any right act ruing to the Mortgagee on account of any default hereunder on the part of the Mortgagors.
- 8. The Mortgagee making any payment hereby authorized relating to taxes or assessment, way do so according to any bill, statement or estimate procured from the appropriate public office without inquiry into the occurry of such bill, statement or estimate or into the validity of any tax, assessment, sale, forfeiture, tax lien or title or claim theres.
- 9. Mortgagors shall pay each item of indebtedness herein mentioned, both principal and interest, when due according to the terms hereof. At the option of the Mortgagee and without notice to Mortgagors, all unnaid indebtedness wared by this mortgage shall, notwithstanding any in the note or in this mortgage to the contrary, be.

 1251c (a) isomedizately 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 shall become the 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 officere for sale all expenditures and expenses which may be paid or incurred by or on behalf of Mortgages for attorneys' fees, appraiser's fees, outlays for documentary and expenses which may be paid or incurred by or on behalf of Mortgages for attorneys' fees, appraiser's fees, outlays for documentary and expenses which may be paid or incurred by or on behalf of Mortgages for attorneys' fees, appraiser's fees, outlays for documentary and expenses, stenographers' charges, publication costs and users (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, title insurance policies, Torrens certificates, and similar data and assurances with respect to title as Mortgages may deem to be reasonably 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, with interess shereon at the highest rate now permitted by Illinois law, when paid or incurred by Mortgagee in connection with (a) any proceeding, including probate and bankruptcy 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 fourtleast 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 might affect the premises or the security hereof.