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1939/0086 48 001 00/ 4/97 11:43:16 Cook County Recorder

MORTGAGE (ILLINOIS)

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#1074

	Above Space to	r Hecorder's Use Only	
HIS INDENTURE, made 7-31-9		(cen	140 - 1-1-1-1-1-1-1-1-1-1-1-1-1-1-1-1-1-1-
Valencia Emery	and a suppose register analysis of the suppose of t	· / /	
448 Ε. 109th St, Chicago, 11. 6062ε	>		
too. AND STREET erein referred to as "Mortgagors" and	((erry)	(STATE)
House Doctor Rebuilders			
1665 W. Pratt Blyd, Chicago, II, 60626	0/		
ino, and striet erein referred to as "Mortgagee," witnesseth:	()	CITY)	(STATE)
THAT WHEREAS the Mortgagors are justly indexmount Financed of Six Thousand Four Hundres 6,400,00), payable romise to pay the said Amount Financed together vercentage Rate of 19.98 in accordance with the monthly installments of \$ 134,02 and on the same day of each month thereafter, with a naturity at the Annual Percentage Rate of 19.98 holders of the contract may, from time to time, in whouse Doctor Recuilders 1665 W. Pratt Blue 1665 W. Pratt Blu	e to the order of and delivered to the M with a Finance Charge on the principal he terms of the Retail Installment Conductor, each, beginning 30 days after confinal installment of \$.134.02 as stated in the contract, and all of said riting appoint, and in the absence of su	lortgagee, in and by which contra al balance of the Amount Finan- ract from time to time unpaid in mpletion , together I inactive finess is made payable a	cet the Mortgagors ced at the Annual 95 1997 with interest after t such place as the
NOW, THEREFORE, the Mortgagors, to secure Retail Installment Contract and this Mortgage, and the reformed, do by these presents CONVEY AND Webscribed Real Estate and all of their estate, right, title OFCook	he performance of the covenants and ag ARRANT unto the Mortgagee, and the le and interest therein, situate, lying and AND STATE OF ILLI a subdivision of that part lying	reements herein contained, by the Mortgugee's successore and assi I being in the <u>City of Chara-</u> NOIS, to wit Lot 2573 in Fre ng West of the Right of Wa	e Mortgagors to be igns, the following COUNTY derick H. Bartlet y of the Illinois

PERMANENT REAL ESTATE INDEX NUMBER: 25-15-408-032

ADDRESS OF PREMISES: 448 E. 109th St., Chicago, 11. 60528 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

SMITH ROTHCHILD FINANCIAL CORP.

22.1 N. Lasalle St., Suite 400

CHICAGO, ILLINOIS 60601

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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 real 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), scheens, 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 shull (1) promptly repair, restore or rebuild any buildings of 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 clamps for lien not expressly subordinated to the lien hereof; (3) pay when due any independent 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 Mortgagec or to hold it 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 manifelpal ordinances with respect to the premises and the use thereof; (6) make no material alterations in said premises except as required by law or manifelpal ordinance.
- 2. Mortgagor shall pay before the 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 Mortagors may desire to ecotest.
- 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 sectived hereby, all in companies satisfactory to the holders of the contract, under insurance policies payable, in case of loss or damage, to Mortgagee, suc trights to be evidenced by the standard mortgage clause to be attached to each policy, and shall deliver all policies including additional and renewal pointies 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 (a expiration.
- 4. In case of default therein, Morgagee or the holder of the contract 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 ax here or other prior lien on title or claim thereof, or re-leem from any tax sale or forfeiture, affecting said premises or contest any tax or assessment. All noneys paid for any of these purposes herein authorized and all expenses paid or incurred in connection therewith, including attorneys' fees, and any other namely 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 waiver 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 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 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 not with standing 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 bidders 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 the defense of any threatened suit or proceeding which might affect the premises or the security hereof the defense of any threatened suit or proceeding which might affect the premises or the security hereof the security hereof the security hereof the security hereof th

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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 anguid on the contract, fourth, any overplus to Mortgagors, their heirs, legal representatives or assigns as their rights may appear.
- 9. Opon, 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 lien 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 gaforcement 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 it as retion at law upon the contract hereby secured.
- 11. Mortgagee or the holder 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 soll, assign or reassfer any right, title or interest in said premises, or any portion thereof, without the written consent of the holder of the contract secured hereby, holders all have the right, at holder's option, to declare all unpaid indebtedness secured by this mortgage to be immediately due and payable, anything in sold contract or this mortgage to the contrary notwithstanding.

WITNESS the hand... and sea' ... of Mortgagors the day and year first above written. Walencia Emer, (Seal) (Seal) Valencia Emery PLEASE PRINT OR TYPE NAME(S) (Seal) BELOW \$ GNATURE(\$) State of Illinois, County of Illinois 1, the undersigned, a Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY that Yalencia, Surry OF Find Scient L S E Aperson ally known to me to be the same person _____ whose name _1s = subscribed to the foregoing instrument, MICHIELLE JANUARY NOTARY PUBLIC, STATE OF ILLINOIS of before me this day in person, and neknowledged that _S_h_Q_ signed, sealed and delivered the said MY COMMISSION EXPIRES 3/5/1000 as hor free and voluntary act, for the uses and purposes therein set forth, including the release and wiaver of the right of homestead. Given under my hand and official seal, this $\frac{3/^{27}}{}$ Given under my hand and official seal, this 3/2 day of 3/1/2 Commission expires 3/5, 192001. ASSIGNMENT FOR VALUABLE CONSIDERATION, Mortgagee hereby sells, assigns and transfers of the within mortgage to Mortgagee Date FOR RECORDERS INDEX PURPOSES INSERT STREET ADDRESS OF ABOVE DESCRIBED PROPERTY HERE SMITH ROTHCHILD FIGURICIAL CORP. 448 E. 109th St. Chicago, II. 221 N. LaSALLE ST., SUITE 400 House Doctor Rebuilders CHICAGO, ILLINOIS 60601 This Instrument Was Prepared By 1665 W. Pratt Blvd, Chicago, 11. E INSTRUCTIONS! E96E6GL6 H '50g OR

(Name)

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