## 97788197

## **UNOFFICIAL COPY**

97785197

MORTGAGE (ILLINOIS)

	Above Space for Recorder's Use O	niy
THIS INDENTURE, made		
24 JG St. 2013 as 'Nortgugors' and LEVCO FINANCIAL SERVICES	iki Chicago (City)	IL 60623
5225 W. Toully Ave. #216 Sign And Artherty herein referred to as "Mortgagee," witnesseth:		IL GOOTT
Amount Financed of Sixtoon Thousand of Percentage Rate of Sixtoon Thousand of Sixtoon Thousand of Percentage Rate of Percentage Rate of Sixtoon Thousand of Percentage Rate of Sixtoon Thousand of Percentage Rate of Percentage Rate of Sixtoon Thousand of Percentage Rate of Sixtoon Thousand of Percentage Rate	ith a Finance Charge on the principal balance of the femous of the Retail Installment Contract from time to the ach, beginning November 14 installment of \$	which contract the Mortgagors Amount Financed at the Annual ime unpaid in 143 1997 together with interest after
	ing appoint, and in the absence of such appointment, the second and with the terms,	hen at the office of the holder at
Retail Installment Contract and this Mortgage, and the performed, do by these presents CONVEY AND WAR	performance of the covenants and agreements herein co RANT unto the Mortgages, and the Mortgages's succe	scalined, by the Mortgagors to be

Lot 28 in Drive 's Resubdisivion of the East half of Blocks 1 to 4 inclusive, and vicated alleys thru same in Crawford's Subdivision of part of the Northwest quarter of Section 27, Township 39 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois, South of the Chicago Burlington, and Quincy Railroad, in Cook County, Illinois.

described Real Estate and all of their estate, right, title and interest therein, situate, lying and being in the City of Chicago COUNTY

PERMANENT REAL ENTATE INDEX NUML TR: 16-27-224-019

ADDRESS OF PREMISES:

2436 S. Pulaski

Chicago, IL 60623

..... AND STATE OF ILLINOIS, to wit:

which, with the property herinafter described, is referred to herein as the "promises,"

TOGETHER with all improvements, tenements, easements, fixtures, and appurtenances thereto belonging, and all rents, issues and profits
8/A-IND 1 OF 8 12/94

thereof for so long and during all such times as mortgagors may be entitled thereio (which are pleaged 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), 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 Mortgages, and the Mortgages'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 Homistead Exemption Laws of the State of Illinois, which said rights and benefits the Mortgagors do hereby expressly release and waivs.

## 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 hereof, 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 manyipal ordinances with respect to the premises and the use thereof; (6) make no material afterations in said premises except as required by law the minicipal ordinance.
- 2. Mortgagor shall pay before 3/19 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 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 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 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 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 is no rother prior lien on title or claim thereof, or redeem from any tax sale or forfeiture, affecting said premises or contest any tax or assessment. All coneys paid for any of these purposes herein authorized and all expenses paid or incurred in connection therewith, including attorneys' fees, and any other mineys 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 this? I never be considered as a waiver of any right accruing to them on account all 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 inxest and assessments, may do so according to any hill, statement or estimate procured from the appropriate public office without inquiry total the accuracy of such bill, statement or estimate or into the subdity of any tax, assessment, sale, forfeiture, tax lien or title or claim thereof.
- b. Mortgagors shall pay each item of indebtedness herein mentioned, when due according to the terms hereof. At the opion 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 contract, become due and payable (a) in the case of default in making payment of any installment on the contract which default shall continue for Mill days, or (b) when default shall occur and continue for three days in the performance of any other agreement of the Mortgagors herein contained.
- 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 atturneys' 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 exidence 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 hankruptey 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 cummencement of any suit for the foreclosure hereof after accrual of such right to inteclose 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.

97788197

R. 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 upposition 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 hill 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 involvency 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 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 he 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 not income in his hands in payment in whole or in part of: (1) The indebtedness secured hereby, or by any decree foreclosing this Mortgago 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 deliciency in case of a sale and deliciency.

- 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 (r, a) action at law upon the contract hereby secured.
- 14. 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 sell, assign or deaster 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 introductely due and payable, anything in said contract or this mortgage to the contrary notwithstanding.

*** ***	me and	ladame mitmik in the commends in this more	Saba in the sourist's unimitalisment?
W	ITNESS the hand.	and scal of Mortgago() the day and year fir	st above written.
	PLF ASL	XX - Comment	(Seal)(Seal)
ı	PRINT OR LYPE NASUESE	TOALIA OSEGUEDA	
	HELOW SIGNATURE(S)		(Seal)(Seal)
	****		4,
State of	Hanas, County of	COOK	t the undersigned, a Notary Public in and for said County in
	4-1 H 35 3	the State aforesaid, DO HEREBY CERTI	FY that
	SEA HWA F or a	Dalla Osec	gueda
素に対象なる と personally known to me to be the same person whose name en subscribed to the foregoing i			
	ELS SEONE	appeared before me this day in person, and	acknowledged thatuhasigned, sealed and delivered the said
	OFFI ICHAI	instrument us an	free and voluntary act for he uses and purposes therein set
	O \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \	forth, including the release and wiaver of	the right of homestead.
		official seal, this2nd	day ofSarttember19_97
Comm	ssion aspires		Ninary Public
		ASSIGNA	MENT
FOR V	VLUABL <b>A CONS</b> U	DERATION. Mortgugee hereby sells, assigns as	nd transfers of the within mortgage to
Date		11	
	NAME ENV		FOR RECORDERS INDEX PURPOSES INSERT STREET
Ĕ	1 12014	CO FINANCIAL SERVICES, INC.	ADDRÉSS OF ANOVÉ DESCRIBED PROPERTY HERE
i.		5 W. Touhy Ave., #216	
ř.	(II) Sko	kie, II, 60077	2436 S. Pulanki Chicago, IL This Institutions Was Prepared By
Ÿ		OR	R.J. Levinson 5225 W. Touhy Ave., #216   IName: Skokio, IL (Address)
		•••	! IName: Skokio, II. (Address)