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MORTGAGE (ILLINOIS)

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	Above Space for Recorder's Use Only				
THIS INDENTURE, made	9 <u>97</u> , between				
herein referred to as "Mortgagors" and	Evanset on (CITY)	11. 60201 (\$747E)			
LEVEO FINANCIAL SERVICES, INC. 5225 W. Toshy, Ave., #225 (SO AND STREET) herein referred to as "Mortgagee," witnesseth:	Skokie IČITV)	IL 60077 (MAH)			
THAT WHEREAS the Mortgagors are justly indebted to the Mortgagors and Soveritor (5 20.017.00), payable to the order of and de promise to pay the said Amount Financed together with a Finance Charge Percentage Rate of 14.22\pm in accordance with the terms of the Retail limitable installments of \$ 100.30 each, beginning and on the same day of each month thereafter, with a final installment of \$ 100.000 to the Contract may, from time to time, in writing appoint, and in the Level of the Contract may, from time to time, in writing appoint, and in the Level of the Contract may.	livered to the Mortgagee, in and by the on the principal balance of the Armstallment Contract from time to time March 30, 30, 30, 30, 30, 30, 30, 30, 30, 30,	which contract the Mortgagors mount Financed at the Annual te unpaid in			
NOW THEREFORE, the Mortgagors, to secure the payment of the said Retail Installment Contract and this Mortgage, and the performance of the coperformed, do by these presents CONVEY AND WARRANT unto the Mor described Real Estate and all of their estate, right, title and interest therein, a COOK AND COOK	ovenants and agreements herein contingages, and the Mortgages's successituate, lying and being in the City	tionso, by the Mortgagors to be tors and essigns, the following			

Lot 15 (except the South 8 feet thereof) in Block 5 in Charles E. Browne's Addition to Evanston in Section 13, Township 41 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

PERMANENT REAL ESTATE INDEX NUMBER:

10-13-317-009

AUDRESS OF PREMISES:

1423 Grey

Evanston, IL

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

TOGE HER with all improvements, tenements, easements, fixtures, and appurtenances thereto belonging, and all rents, issues and profits
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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), 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 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 subor sincted 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 reason and 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 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. 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 ferrunder 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 horeby, 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 expire) on.
- 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 lies, or other orior lies on title or claim thereof, or redeem from any tax sale or forfeiture, affecting said premises or contest any tax or assessment. All mone is paid for any of these purposes herein authorized and all expenses paid or incurred in connection therewith, including attorneys' fees, and any other moneys advanced by Mortgagee or the holders of the contract to protect the mortgaged premises and the lies 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 make the considered as a waiver of any right accrains 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 inquity in the accuracy of such bill, statement or estimate or into the validity of any tax, assessment, sale, forfeiture, tax lien or litle 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 Murigage to the contrary, become due and payable (a) in the case of default in making payment of any installment on the contract which default continue for Miday's, or (b) when default shall occur and continue for three days in the performance of any other agreement of the Mortgagors rein contained.
- The when the indebtedness hereby secured shall become due whether by acceleration or otherwise. Mortgagee shall have the right to foreclose the lien hereof. The any suit to foreclose the lien hereof, there shall be allowed and included as additional indebtedness in the decree for sale all spenditures 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, authors 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 to firecuring 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 sule 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 bank ruptly proceedings, to which either of them shall be a party, either as plaintiff, claimant or defendant, by reason of this Mortgage or 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 promises 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 works 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, it way, remaining unpaid on the contract, fourth, any overplus to Mortgagors, their helrs, 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 Mortgagors bereunder 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 cultiest 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 necesse 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 not solve 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 in an action of law upon the contract hereby secured.
- 14. Morigagee of 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. It 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 be zeth; 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 contracty notwithstanding.

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- } O ♥ □ }	forth, including the release and wiaver of the	right of homestead.	Ö			
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185181 (1055	OR ~	P.J. Levinson 5225	W. Teuhy Ave., #216			
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