3/3

Order No.
Escrow No.
Loan No.

When Recorded mail to:
[illegible]

97175304

Space above this line for Recorders Use

Mail tax statements to: same

Documentary Transfer Tax $_____
( ) Computed on the consideration or value of property conveyed; or
( ) Computed on the consideration or value less liens or encumbrances remaining at time of sale.

_____
(Signature of Declarant or Agent determining tax - Firm Name)

. DEPT-01 RECORDING $25.50
. T#0001 TRAN 8547 03/14/97 10:34:00
. #5575 ÷ RC *-97-175304
. COOK COUNTY RECORDER
. DEPT-10 PENALTY $22.00

MAIL TO

MORTGAGE

THIS MORTGAGE is made February 7, 1997, by and between Karen Green ("Mortgagor") of 6831 Calumet Ave., City of Chicago, County of Cook, State of Illinois, and Eufemio N. Beltran ("Mortgagee") of 1706 W. Algonquin Rd., City of Hoffman Estate, County of _____, State of Illinois, to secure the payment of an indebtedness in the sum of Eighteen Thousand & 750.00 Dollars ($18,750.00), to be paid in monthly installments of (see sch. "A") Dollars ($_____) each, commencing March 01, 1997, with interest to be computed from Feb. 01, 1997, at the rate of 12.500 percent (____%) per annum, and to be paid according to a certain note or obligation bearing the same date.

The Mortgagor mortgages to the Mortgagee all that property in the County of Cook, State of Illinois, described as follows: 6831 S. Calumet Ave., Chicago, Illinois (for legal description see Annex "B" attachment)

together with the appurtenances and all the estate and rights of the Mortgagor in and to the premises.

The Mortgagor covenants with the Mortgagee as follows:

Section 1. **Payment of Indebtedness.** The Mortgagor will pay the indebtedness as provided above.

Section 2. **Hazard Insurance.** The Mortgagor will keep the buildings on the premises insured against loss by fire for the benefit of the Mortgagee. The Mortgagor will assign and deliver the policies to the Mortgagee; the Mortgagor will reimburse the Mortgagee for any premiums paid for insurance made by the Mortgagee on the Mortgagor's default in so insuring the buildings or in so assigning and delivering the policies.

Section 3. **Removal or Demolition of Buildings.** No building on the premises shall be removed or demolished without the consent of the Mortgagee.

Section 4. **Acceleration.** The whole of the principal sum and interest shall become due at the option of the Mortgagee: after default in the payment of any installment of the principal or of interest for Ninety (90) days; or after default in the payment of any tax, water rate, or assessment for Ninety (90) days after notice and demand; or after default after notice and demand either in assigning and delivering the policies insuring the buildings against loss by fire or in reimbursing the Mortgagee for premiums paid on such insurance, as provided above; or after default on request in furnishing a statement of the amount due on the Mortgage and whether any offsets or defenses exist against the mortgage debt, as provided below.

Section 5. **Appointment of Receiver.** The holder of this Mortgage, in any action to foreclose it, shall be entitled to the appointment of a receiver.

Section 6. **Taxes and Assessments.** The Mortgagor will pay all taxes, assessments, or water rates, and in default of such payment, the Mortgagee may pay the same.

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LAND TITLE GROUP, INC. 5-131224-C1

Section 7. **Statement of Amount Due.** The Mortgagor, within [illegible] ([illegible]) days on request in person, or within [illegible] ([illegible]) days on request by mail, will furnish a duly acknowledged written statement of the amount due on the Mortgage and whether any offsets or defenses exist against the mortgaged debt.

Section 8. **Notice.** Notice and demand or request may be made in writing and may be served in person or by mail.

Section 9. **Warranty of Title.** The Mortgagor warrants the title to the premises.

Section 10. **Sale of Property in One Parcel.** In the case of a foreclosure sale, the premises, or so much as may be affected by this Mortgage, may be sold in one parcel.

Section 11. **Rents, Issues, and Profits.** The Mortgagor assigns to the Mortgagee the rents, issues, and profits of the premises as further security for the payment of the obligation secured by this Mortgage, and grants to the Mortgagee the right to enter on the premises for the purpose of collecting the same, and to let the premises or any part, and to apply the moneys received, after payment of all necessary charges and expenses, to the obligations secured by this Mortgage, on default under any of the covenants, conditions, or agreements contained in this Mortgage. The Mortgagor further promises and agrees, in the event of any such default, to pay to the Mortgagee, or to any receiver appointed to collect the rents, issues, and profits of the premises, the fair and reasonable rental value for the use and occupation of the same or of such part as may be in the possession of the Mortgagor; and on default in payment of such rental, to vacate and surrender possession of the premises, or that portion occupied by the Mortgagor, to the Mortgagee or the appointed receiver.

Section 12. **Expenses of the Mortgagee.** If any action or proceeding is commenced, except an action to foreclose this Mortgage or to collect the debt secured by it in which it becomes necessary to defend or assert the lien of this Mortgage, whether or not the Mortgagee is made or becomes a party to any such action or proceeding, all expenses of the Mortgagee incurred in any such action or proceeding to prosecute or defend the rights and lien created by this Mortgage, including reasonable counsel fees, shall be paid by the Mortgagor, and if not so paid promptly on request, shall be added to the debt secured by this Mortgage and become a lien on the mortgaged premises, and shall be deemed to be fully secured by this Mortgage and to be prior and paramount to any right, title, interest, or claim to or on the premises accruing or attaching subsequent to the lien of this Mortgage, and shall bear interest at the rate provided for the obligation so secured. This covenant shall not govern or affect any action or proceeding to foreclose this Mortgage or to recover or collect the debt so secured, which action or proceeding shall be governed by the provisions of law respecting the recovery of costs, disbursements, and allowances in foreclosure actions.

Section 13. **Condemnation.** If the premises or any part shall be condemned and taken under the power of eminent domain, or if any award for any change of grade of streets affecting the premises shall be made, all damages and awards for the property so taken or damaged shall be paid to the holder of this Mortgage up to the amount then unpaid on the indebtedness so secured, without regard to whether or not the balance remaining unpaid on the indebtedness may then be due and payable; and the amount so paid shall be credited against the indebtedness and, if insufficient to pay the entire amount, may, at the option of the holder of this Mortgage, be applied to the last maturing installments. The balance of such damages and awards, if any, shall be paid to the Mortgagor. The Mortgagee and subsequent holders of this Mortgage are given full power, right, and authority to receive any and all such damages and awards.

Section 14. **Insolvency or Bankruptcy.** If the Mortgagor or any obligor on the note secured by this Mortgage: a.) files a voluntary petition in bankruptcy under the Bankruptcy Act of the United States, or b.) is adjudicated a bankrupt under the act or c.) is the subject of a petition filed in federal or state court for the appointment of a trustee or receiver in bankruptcy or insolvency, or d.) makes a general assignment for the benefit of creditors, then and on the occurrence of any of such conditions, at the option of the Mortgagee, the entire balance of the principal sum so secured, together with all accrued interest, shall become immediately due and payable.

Section 15. **Maintenance of the Property.** The Mortgagor shall not commit, suffer, or permit any waste, impairment, or deterioration of the premises or any improvements and shall maintain the premises and all improvements in good condition and repair. If the Mortgagor shall fail or neglect to make any necessary repair or replacement in any improvement for [illegible] ([illegible]) days after notice to do so from the Mortgagee, the Mortgagee may effect such repair or replacement and the cost shall be added to the debt secured by this Mortgage, and shall bear interest at the rate provided in the note so secured, and shall be covered by this Mortgage and the lien.

Section 16. Compliance with the Law. The Mortgagor shall comply with all statutes, ordinances, and governmental requirements that affect the premises; and if the Mortgagor shall neglect or refuse to so comply and such failure or refusal shall continue for a period of Thirty (30) days, then, at the option of the Mortgagee, the entire balance of the principal sum so secured, together with all accrued interest, shall become immediately due and payable.

Section 17. Rules of Construction. The word "Mortgagor" shall be construed as if it read "Mortgagors" and the word "Mortgagee" shall be construed as if it read "Mortgagees" whenever the sense of this Mortgage so requires. The word "holder" shall include any payee of the indebtedness so secured or any transferee whether by operation of law or otherwise.

IN WITNESS WHEREOF, this Mortgage has been duly executed by the Mortgagor.

MORTGAGOR:

(Signature)

Karen Green
(Typed or printed name)

State of Illinois)
County of Cook) ss.

On 8/4/97 before me, the undersigned personally appeared Karen Green personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.

"OFFICIAL SEAL"
JOSEPH J. MACHNIKOWSKI
Notary Public, State of Illinois
My Commission Expires 6-07-99

WITNESS my hand and official seal.

Signature

(This area for official notarial seal)

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