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2590/0032 02 001 Page 1 of 3 1998-10-27 11:40:12 Cook County Recorder 25.50



MORTGAGE (ILLINOIS)

Recorded by Chicago Abstract, Inc.

	Above Space for Recorder's Use Only		
THIS INDENTURE, mace	September 27 10	98 , between	
	Gertruda M. Janisch	برد المستقدين في المشاهد المستقدين المستقدين المستقدين المستقدين المستقدين المستقدين المستقدين المستقدين المست	
7	1409 N. Ridgeway	Chicago	IL 60651
herein referred to as "Mortgagors" and	N (S) APETI	(CITY)	(STATE)
LEVCO FINANCIAL			
5225 W. Touhy A		Skokie (ClTY)	IL 60077
herein referred to as "Mortgagee," witness		(6(14)	(STATE)
promise to pay the said Amount Financeo Percentage Rate of 18% in accorda monthly installments of \$ 92.40 and on the same day of each month therea maturity at the Annual Percentage Rate of holders of the contract may from time to 18000 ETNANCIAL	t together with a Finance Charge of the Retail Installer, with a final installment of \$ as stated in the contract, time, in writing appoint, and in the	on the principal balance of the Alliment Contract from time to the November 12 22, 40 and all of said inceptedness is m	Amount Financed at the Annual ime unpaid in 59, 19, 98, 19, 19, 19, 19, 19, 19, 19, 19, 19, 19
NOW THEREFORE, the Mortgagors Retail Installment Contract and this Mortg performed, do by these presents CONVEY described Real Estate and all of their estat OFCOOK	age, and the performance of the covered AND WARRANT unto the Mortge, right, title and interest therein, site	renants and agreements herein co pages, and the Mortgagee's succe wate, lying and being in the cit	elained, by the Mortgagors to be essent and assigns, the following

Lot 28 in Block 7 in Beebe's Subdivision of the East half of the North West quarter of Section two (2), Township Thirty-nine (39) North, Range thirteen (13), East of the Third Principal Meridian (except 5 acres in the North East corner thereof) in Cook County, Illinois.

PERMANENT REAL ESTATE INDEX NUMBER:

16-20-113-020

ADDRESS OF PREMISES:

1409 N. Ridgeway

Chicago, IL 60651

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

TOGETHER with all improvements, tenements, easements, flatures, and appurtenances thereto belonging, and all rents, issues and profits
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thereof for so long and during all such times as Mork agon may be entitled third to (which an alleged primarily and on a parity will said feel 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 Martgages, 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 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 hens 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 tien 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 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 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 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 indebte incase or with hereby, all in companies satisfactory to the holders of the contract, under insurance policies payable, in case of loss or damage, to Mortgagee, such dants 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 date, of expiration.
- 4. In case of default therein, Morgages or the holder of the contract way, but need not, make any payment or perform any act hereinbefore required of Mortgagors in any form and manner deemed expedient, and may, has need not, make full or partial payments of principal or interest on prior encumbrances, if any, and purchase, discharge, compromise or settle any as two or other prior lien on side or claim thereof, or redeem from any tax sale or furfeiture, affecting said premises or contest any tax or assessment. All moneys paid for any of these purposes herein authorized and all expenses paid or incurred in connection therewith, including entormeys' fees, and any other moneys advanced by Mortgages 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, fraction of Mortgages 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 hell, statement or estimate procured from the appropriate public office without inquity into the accuracy of such hill, statement or estimate or into the validity of any tax, assessment; sale, forfeiture, tax lien or title or claim thereof.
- 6. Martgagors shall pay each item of indebtedness herein mantioned, when due according to the terms hereof. A incoption of the holder of the contract, and without notice to the Mortgagors, all unpaid indebtedness secured by the Mortgage shall notwithstanding a coupling 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 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.
- When the indebtedness hereby secured shall become due whether by acceleration or otherwise, Mortgagee shall have the right to foreclose the ben 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 repsonable necessary either to procedule 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, when paid or incurred by Mortgagee or holder of the contract in connection wish (a) any proceeding, including probate and hankraphy 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 increased suit or proceeding which might affect the premises or the security hereof whether or not actually commenced.

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The proceeds of any forcellance with the premise, shall be distributed and applied in the following in decoupling ters, on account of all costs and expenses incident to the forcelosure proceedings, including all such items as are mentioned in the preceding paragraph fiftee of second, all other ments which under the terms hereof constitute secured indebtedness additional to that evidenced by the contract; third, all other indebtedness, it any, remaining unpaid on the contract, fourth, any overplus to Mortgagors, their heirs, legal representatives or assigns as their rights may appear.

9. Upon, or at any time offer 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 Mortgagoe 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 toreclosure sale; (2) the deficiency in case of a sale and deficiency.

10. No action for the inforcement 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 at law upon the contract hereby secured.

11. Mortgagee or the horder 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 self-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. Lorder shall have the 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 contrary notwithstanding.

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undersigned, a Notary Public in and for said County in	
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ose name 484 subscribed to the foregoing instrument,	
I that S h.e signed, sealed and delivered the said	
and voluntary act, for the ises and purposes therein ser	
mestead.	
Noner flable.	
the within morngage to	
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FOR RECORDERS INDEX PURPOSES INSERT STREET	
ADDRESS OF ABOVE DESCRIBED PROPERTY HERE	
1409 N Bidgowny Chicago II	
This Instrument Was Prepared By	
Levinson 5225 W. Touhy Ave. #216	
sme) Skokie, IL SiR-IND 3 OF 3 12:94	