MORTGAGE (Illinois)

	(Above Space For Recorder's Use Only)
THIS MORTGAGE, made2	7 19 98 between Crover Hollis and Miriam Hollis,
ais wife, as joint tenants	, herein referred to as "Mortgagors," and
herein referred to as Mortgagee, witnessets: THAT, WHEREAS, the Mortgages are its	visitebredge the Montgroup upon a note of even date herewith, in the principal sum of
	venty Seven Do lar and One Cent
DOLLARS (\$ 50,227.01). payable to	the order of and districted to the Mortgagee, in and by which note the Mortgagors promise to pay the
said principal sum and interest at the rate and in	nstallments a provided in said Rolle, with a final payment of the balance due on 1/28/13
This mortgage secures a note that is a (ch	eck one box beity in the state of the state
Fixed rate loan	Vanable rate loar
provisions and limitations of this mortgage, ar performed, and also in consideration of the su CONVEY and WARRANT unto the Mortgagee, a night, title and interest therein, situate, lying and	ecure the payment of said proposesum of money and said interest in accordance with the terms, in the performance of the warmants and agreements herein contained, by the Mortgagors to be most of One Dollar in hand paid, the receipt whereof is hereby acknowledged, do by these presents and the Mortgagee's successors as described the following described real estate and all of their estate, being in the COUNTY OF AND
STATE OF ILLINOIS, to wit	77
l to 15 inclusive, and the No	amphere's Addition to Englewood, oring a Subdivision of Blocks orth 1 of Block 16 in Sea's Subdivision of the East 1 of the
	ownship 38 North, Range 14, East of the Third Principal
Meridian, in Cook County, II	linois
Tax Number: 20-19-414-030-000	00
Commonly known as: 6832 S Mar	rshfield
	(11inois 60636
	· · · · · · · · · · · · · · · · · · ·
	O'CONNUR TITLE
	SERVICES, INC
	~ <u>56235</u> 0,

TOGETHER with all improvements, tenements, easements, fixtures, and appunenances thereto belonging, and all rents, issues and profits thereof for so long and during all such times as Mongagors may be entitled thereto (which are pledged primarily and on a parity with said 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 Hornestead Exemption Laws of the State of Illinois, which said

Receipt of pages 1, 2 and 3 acknowledged:

KLINDIS C/E MORTGAGE FORM 013-1041 1 95 Page 1 of 3

and not secondarily).

which, with the property hereinafter described, is referred to herein as the "premises,"

rights and benefits the Mortgagors do hereby expressly release and waive.

Mortgagors hereby covenant with said Mo Ig type (5 fo)o es:

1. Mortgages stief (1) promptly repail, reaction or rebuild any buildings or implicionments now or hareafter on the premises which may become demaged or the destroyed; (2) keep said premises in good condition and repair, without waste, and free from mechanic's or other liens or claims for fien not expressly subcidinated to the lien thereof; (3) pay when due any indebtedness which may be secured by a fien or cheape on the premises superfor to the lien thereof; (3) pay when due any indebtedness which may be secured by a fien or cheape on the premises superfor to the lien thereof, and upon request exhibit satisfactory evidence of the discharge of such prior lien to the Mortgages; (4) complete within a reasonable first early building or buildings now or at any time in process of erection upon said premises; (5) comply with all requirements of law or municipal to the manufacture of the contract of the ordinances with respect to the premises and the use thereof; (8) make no material attentions in said premises except as required by ten or municipal antipappa.

- 2. Mortgagors shall pay before any penalty attaches all general taxes, and shall pay special taxes, special assessments, water charges, sower service charges, and other charges against the premises when due, and shall, upon written request, furnish to the Mortgagee duplicate receipts therefor. To prevent default hereunder Mortgagors shall pay in full under protest, in the menner provided by statute, any tax or assessment which Mortagoes may desire to contest.
- 3. Mortpagors shall keep all buildings and improvements now or 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 Mortgages, 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 the Mortgagee, 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, Mongagee may, but need not, make any payment or perform any act hereinbefore required of Mongagons in any form and manner deemed any ident, and may, but need not, purchase the hazard insurance as described in paragraph 3 above, make fall or past payments of principal or interer, co prior encumbrances, if any, and purchase, discharge, compromise or settle any tax item or other prior item of title or claim thereof, or reduces from any lex sale or forfeiture affecting said premises or contest any tax or assessment. All moneys paid for any of the purposes treath authorized and an apprises paid or incurred in connection therewith, including attorneys' fees, and any other moneys advanced by Mortgague to protect the mortgague' provises and the firm hereof, shall be so much additional indebtedness secured hereby and shall become immediately due and payable without in the art with interest themson at the note rate. Inaction of Mortgague shall never be considered as a walker of atty right according to the Mortgague on according any default hereunder on the part of the Mortgagues.
- 5. The Margage making any payment needly authorized relating to taxes or assessments, may do so according to any bill, statement or she procured from the appropriate public office without inquiry into the accuracy of such bill, statement or estimate or into the validity of any tax. estimate procused from the appropriate public office we local assessment, sale, farfolizze, tax ties or till or claim or leot.
- 6. Mortgagoss shall pay each item of indebtedness by rein herdoned, both principal and interest, when due according to the terms hereof. At the option of the Mortgagos and without notice to Mortgagoss, and indebtedness secured by this mortgage shall, notwithstanding anything in the note or in this making payment of any installment of principal or interest on the note, or (b) when default shall occur are continue for three days in the performance of any other agreement of the fortgagors herain contained.
- 7. If all or any part of the property or an interest in the property is solv or a resferred by Mortgagors without Mortgagee's prior written consent, Minigages, at Moragages's option, and in accordance with federal law, may require enmediate payment in full of the entire amount due under the mortgage and note. Mortgagee, at Mortgagee's option, may waive the right to drope the belance immediately due and may accept in writing an assumption agreement executed by the person to whom the Mortgagors are transfering or selling the interest in the property.
- 8. When the indebtedness hereby secured shall become due whether by accels/at/a or otherwise, Mortgages shall have the right to foreclose the lien hereof, there shall be allowed and incit de a additional indubtedness in the decree for sale all expanditures and expanses which may be paid or incurred by or on behalf of Mortgages for examine." Sees, appraiser's fee, outlays for documentary and expert evidence, stemographers' charges, publication costs and costs (which may be easin ded as to items to be expended after entry of the decree) of procuring all such abstracts of title, title searches, and examinations, title insurance policies. Tomers certificates, and similar data and assurances with seapers to title as Mortgagee may deem to be reasonably necessary either to prosecute say it suit or to evidence to bidders at any sets which may be had pureyent to such decree the true condition of the title to or the value of the premises. 🚜 est and tures and expenses of the nature in this paragraph mantioned shall become so much additional indebtedraes secured hereby and immediately are and payable, with interest thereon at the rate agreed upon in the note, when paid or incurred by Mortgages in connection with (a) any proceeding, including probate and bandwatcy proceedings, to which the Mortgages shall be a party, either as plaintiff, claimant or defendant, by nesson 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 to each a whether or not accountly commenced, or (c) properations for the defense of any actual or threatened suit or proceeding which might effect the presure or the security hereof.
- 9. 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 homof; second, all other items which under the terms haved constitute secured indebtedness additional to that evidenced by the note, with interest that are as havein provided; third, all principal and interest remaining unpaid on the note; fourth, any overplus to Mortgagors, their heirs, legal representatives or assigns, as their rights may appear.
- Upon or at any time after the filing of a complaint to foreclose this mortgage, the court in which such complaint is filed may appoint a receiver of soid premises. Such appointment may be made either before or after sale, without notice, without regard to the solvency or insolvency of Montgagors at the time of anticotion for such receiver and without regard to the then value of the premises or whether the same shall be then occupied as a homestand or not, and the Mortgegee may be appointed as such receiver. Such receiver shall have power to collect the rents, issues and profits of said tes during the pendency of such foreclosure suit and, in case of a sale and a deficiency, during the full statutory period of redemption, what there be redemption or not, as well as cluring any further times when Mortgagors, except for the intervention of such receiver, would 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 cluring 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 tex, special assessment or other him 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.

- 11. The Mortgagee shall have the right to inspec the primities at all majorable times and o make repair to the premises as in its discretion it may deem necessary for the proper preservation thereof. Access thereto shall be permitted for those purposes.
- 12. If the payment of said indebtedness or any part thereof be extended or varied or it any part of the security be released, all persons now or at any time hereafter liable therefor, or interested in said premises, shall be held to assent to such extension, variation or release, and their liability and the lien and all provisions hereof shall continue in full force, the right of recourse against all such persons being expressly reserved by the Mortgagee, notwithstanding such extension, variation or release.
- 13. If Mortgagee collects a mortgage releasing fee at the time this mortgage is signed. Mortgages that: (a) Mortgagee will not hold the fee in trust: (b) Mortgagee will not keep the fee in an escrow account and Mortgagee will mix the fee with Mortgagee's other funds; (c) Mortgagee will not pay interest on the fee.
- 14. Mortgagee shall release this mortgage and lien thereof by proper instrument upon payment and discharge of all indebtedness secured hereby
- 15 This mortgage and all provisions hereof, shall extend to and be binding upon Mortgagors and all persons claiming under or through Mortgagors, and the word "Mortgagors" when used herein shall include all such persons and all persons liable for the payment of the indebtedness or any part thereof, whether or not such persons shall have executed the note or this mortgage. The word "Mortgagee" when used herein shall include the successors and assigns of the Mortgagee named herein and the holder or holders, from time to time, of the note secured hereby.

WITNESS the hand.. and seal...of Mortgagors the day and year first above written.

PLEASE	(SEAL) GRAVER HORES (SE	L)
PRINT OR Q	Grover Hollis	
TYPE NAME(S) BELOW	man Milian Halling or	
SIGNATURE(S)	(SEAL) ///Lash / Follos (SEAL) Miriam Hollis	iL)
	is or lier in terest in the above described property, including any right to possession after foreconnection in the above described real estate. Person signing immediately believed the control of the c	OW
State of Illinois. County ofCook	ss., I, the undersigned, a Notary Public in and for said Cour in the State aforesaid, DO HEREBY CERTIFY that	•
SEAL SEAL	Grover and Miriam hollis	_
OFFICHMENOWIAK JUDY MENT TO FILLINOIS NOTATIO PUBLINGS TO 23.98 NY CO	personally known to me to be the same persons whose name sare subscribed to the foregoing instrument, purposered before me this day in person, a acknowledged that they signed spaled and delivered the said instrument their free and volunitry act, for the uses and purposes then set forth, including the release and waiver of the right of nomestead.	as
Given under by hand and official seal, this2 Commission expires	day of January 1998	_
evininous capitos	Notary Put	- lic

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