MORTAGE COPY 2

For Use With Note Form No. 1447			7 - 4 - 2 - M	
CAUT!	ION: Consult a lawyer before using or acting under the reinties, including merchantability and fitness, are s	ha lorn athaied	3478492	
THIS INDENTURE, made	de November 15,		, ,,	
	odorescu and Ana Teodo			
	each other)		· •	
	Westchester, I1. 6015 TREET) (CITY) tgagors, and West Brook			
	10500 W. Co		I .	
(NO. AND S	Westchester (CITY)	(511, 60153		
herein referred to as "Mor		, , , , , , , , , , , , , , , , , , , ,	Above Space For Recorder's Use Only	
THAT WHEREAS I	he Mortgagurs are justly indebted to	the Mortgagee upon the	installment note of even date herewith, in the principal sum of DOLLARS	
sum and interest at the rat 1988, and all of said princ of such appointment, then	e nrary installments as provided in said ipalmae interest are made payable at said at the office of the Mortgagee at	I note, with a final paymer ich place as the holders of	and by which note the Mortgagors promise to pay the said principal nt of the balance due on the 15 day of November, the note may, from time to time, in writing appoint, and in absence West Brook Bank. of money and said interest in accordance with the terms, provisions rerein contained, by the Mortgagors to be performed, and also the caged, do by these presents CONVEY AND WARRANF unto the early all of their estate, right, title and interest therein, situate, lying	
Mortgagee, and the Mortg and being in theVill	ngee's successors and assigns, the follow age of Westchester	ving described Real Estate COUNTY OF\$!	and all of their estate, right, title and interest therein, situate, lying OOK	
Subdivision of Quarter (1); Al Section 29, Tow to Plat thereof	the North One Half (½) so part of the Sout', () mahip 39 North, Range	of the Northwelle Half (1) of 12, East of the	s Subdivision Unit No. 2, being a est One Quarter (4) of the Southeast O the Northeast One Quarter (4) all in e Third Principal Meridian, according istrar of Titles of Cook County, Illin	
		(,	\mathbf{o}	
15- 29-221-00	3 10547 Stesser L	wast, holy III.		
upon the sale, einterest in the of the Lender. which, with the property by TOGETHER with all long and during all such timall apparatus, equipment o single units or centrally corcoverings, inndor beds, nwoor not, and it is agreed that	premises pledged as Co crematter described, is referred to here improvements, tenements, casements, easis Mortgagors may be entitled theret raticles now or hereafter therein or th ntroffed), and ventilation, including (w nings, stoves and water heaters. All of the fall similar apparatus, equipment or man	by contract (c). Ilateral for tillias the "premises," fixtures, and appurtenance of which are pledged primereon used to supply heat, ithout restricting the fore, he foregoing are declared.	chall be immediately due and payable of Deed or otherwise of the undersigned the Note without the prior written consists thereof for so narily and on a pairly with said real estate and not secondarily) and a gain, air conditioning, water, light, power, refrigeration (whether going), screens, v indow shades, storm doors and windows, floor to be a part of said real estate whether physically attached thereto the premises by Mor. w gors or their successors or assigns shall be	
the Mortgagors do hereby c	HOLD the premises unto the Mortgage all rights and benefits under and by viru expressly release and wave		accessors and assigns, fore er, for the purposes, and upon the uses imption Laws of the State of ^{10}m s, which said rights and benefits	
Subject to: This mortgage consists herein by reference and are Witness the hand	Saint Anthony Savin of two pages. The covenants, condition of part hereof and shall be binding on N and seal of Mortgagors the day and	ngs. & Loan Asso as and provisions appearl fortgagors, their belrs, su Lyen: first above written.	ociation Ing on page 2 (the reverse side of the mortgage) are incorporated accessors and assigns.	
PLEASE PRINT OR TYPE NAME(S) BELOW		(Seal)	Marius C. Teodorescu (Seni)	
SIGNATURE(8)			Ana Teodorescu	
State of Illinois, County of	Cook in the State aforesaid, DO HEREBY ((Married to each other	CERTIFY that Mari	1, the undersigned, a Notary Public in and for said County Lus. C. Teodorescu and Ana Teodorescu	
IMPRESS BEAL HERE	personally known to me to be the sar appeared before me this day in person	me person B. whose no, and acknowledged that	name 8 subscribed to the foregoing instrument, it. h QY. signed, scaled and delivered the said instrument as urposes therein set forth, including the release and waiver of the	
	official seat, this15th	1989 (2)	Joseph Patrick Connelly Nolay Public	
This instrument was prepar			Joseph Patrick Connelly Notary Public Cermnk Rd., Westchester II. 60153	
	West Brook Bank	(NAME AND ADDRESS)	Cormak Rd. Westchester, Il. 60153	
	Westchester	I1.	60153	

(STATE)

Wentchester (CITY) OR RECORDER'S OFFICE BOX NO.........

(ZIP CODE)

THE COVENANTS, CASDITIONS AND ROVISIONS REFERRED TO ON PAGE I THE REVERSE MORTGAGE!

1. Mortgagors shall (1) promptly repair, restore or rebuild any buildings on improvements now or hereafter on the provises which may become damaged or be distroyed; (2) keep fail prefixes ja good condition and tenair, without waste, and free from mechanic's or other liens or claims for item for expressity subordinated therefor, in province due any indebtedness which may be secured by a lien or charge on the premise superior to the lien hereof, and upon request exhibit cristatory evidence of the discharge of such prior lien to the Mortgagee; (4) complete within a restanble 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 tespitation to the premises and the use thereof; (6) make no material alterations in said remises except as equired by law or municipal ordinance.

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2. Mortgagors shall pay before any penalty inflactes full peneral taxes, and shall pay special taxes, special assessments, water charges sewer service charges, and other charges against the premises when die, attentall, upon witten request, furnish to the Mortgagee 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.

- 1. In the event of the enactment after this date of any law of Illinois deducting from the value of land for the purpose of taxation unit lies thereon, or imposing upon the Mortgagee the payment of the whole or any part of the taxes or assessments or charges or liens herein required to be paid by Mortgagors, or changing in any way the laws relating to the axistion of mortgages or debts secured by mortgages of the mortgages interest in the property, or the manner of collection of taxes, so is to affect this mortgage or the debt secured hereby or a reimburse thereof, then and in any such event, the Mortgagors, upon demand by the folder thereof, then and in any such event, the Mortgagors, upon demand by the Mortgage (a) it might be unlawful to a require Mortgagor to make such payment or (b) the making of such payment might result in the imposition of interest beyond the maximum amount permitted by law, then and in such event, the Mortgagee-may elect, by notice in writing given to the Mortgagors, to declare all of the indebtedness secured hereby to be and become due and payable sixty (60) days from the giving of such notice.
- 4. If, by the laws of the United States of America or of any state having jurisdiction in the premises, any tax is due or becomes due in respect of the issuance of the note hereby secured, the Mortgagors covenant and agree to pay such tax in the manner required by any such law. The Mortgagors further covenant to hold harmless and agree to indemnify the Mortgagee, and the Mortgagee's successors or assigns, against any liability occurred by reason of the imposition of any tax on the assuance of the note secured hereby.
- 5. At such time as the Mortgagors are not in default either under the terms of the note secured hereby or under the terms of this mortgage, the Mortgagors shall have such privilege of making prepayments on the principal of said note (in addition to the required payments) as may be provided in said note.
- 6. Mortgagors shall keep lil buildings and improvements now or hereafter situated on said premises insured against loss or damage by fire, lightning and windsterm under policies providing for payment by the insurance companies of moneys sufficient either to pay the cost of replacing or replacing or repairing it exime or to pay in full the indebtedness secured hereby, all in companies satisfactory to the Mortgagee, 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 reliver all policies, including additional and renewal policies, to the Mortgagee, and in case of insurance about to expire, shall deliver rinewal policies not less than ten days prior to the respective dutes of expiration.
- 7. In case of default therein, Mortgager may, but need not, make any payment or perform any act hereinbefore required of Mortgagors in any form and manner deemed expedient, at d may, but need not, make full or partial payments of principal or interest on prior encumbrances, if any, and purchase, discharge, compounds or settle any tax lien or other prior lien or title or claim thereof, or redeem from any tax sale or forfeiture affecting said premits or contest any tax or assessment. All moneys paid for any of the purposes herein authorized and all expenses paid or incurred in connection therewith, including attorneys' fees, and any other moneys advanced by Mortgagee to protect the mortgaged premises and the lien hereo, shall be so much additional indebtedness secured hereby and shall become immediately due and payable without notice and with interest there at the highest rate now permitted by Illinois law. Inaction of Mortgagee shall never be considered as a waiver of any right accruing to the Mortgage on account of any default hereunder on the part of the Mortgagors.
- 8. The Mortgages making any payment hereby aut for zerl relating to taxes or assessments, may do so according to any bill, statement or estimate procured from the appropriate public office who at inquiry into the accuracy of such bill, statement or estimate or into the validity of any tax, assessment, sale, forfeiture, tax lien or if le or claim thereof.
- 9. Mortgagors shall pay each item of indebtedness herein nent oned, both principal and interest, when due according to the terms hereof. At the option of the Mortgagee and without notice to Mortgagors, all unpaid indebtedness secured by this mortgage shall, notwith-standing anything in the note or in this mortgage to the contrary, we met due and payable (a) immediately in the case of default in making payment of any installment of principal or interest on the note, or (b) when default shall occur and continue for three days in the performance of any other agreement of the Mortgagors herein contained.
- 10. When the indebtedness hereby secured shall become due whether on 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 or or on behalf of Mortgagee for attorneys' fees, appraiser's fees, outlays for documentary and expert evidence, stenographers' charges, publication costs and costs (which may be estimated as to items to be expended after entry of the decree) of procuring all such abstract, of title, title searches, and examinations, title insurance policies. Torrens certificates, and similar data and assurances with respect to title a. Mortgagee may deem to be reasonably necessary sither to prosecute such suit or to evidence to bidders at any sale which may be had pursuant to such decree the true condition of the title to prosecute such suit or to evidence to bidders at any sale which may be had pursuant to such decree the true condition of the title to prosecute such suit or to evidence to bidders at any sale which may be had pursuant to such decree the true condition of the title or the value of the premises. All expenditures and expenses to the nature in this paragraph mentioned shall become so much additional indebtedness secured hereby and immediately due and payable, with interest thereon at the surface of proventies by Illinois law, when paid or incurred by Mortgagee in connection with (a) any proceeding, including probate and bankruptey proceedings, to which the Mortgage 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 actual or threatened suit or proceeding which might affect the premises or the security hereo
- 11. 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 men foned in the preceding paragraph hereof; second, all other items which under the terms hereof constitute secured indebtedness additional to that evidenced by the note, with interest thereon as herein 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.
- 12. 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 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 overhelds the same shall be then occupied as a homestead or not, and the Mortgagee 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, 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 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 foreclosure sale; (2) the deficiency in case of a sale and deficiency.
- 13. No action for the enforcement of the lien or of 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 note hereby secured.
- 14. The Mortgagee shall have the right to inspect the premises at all reasonable times and access thereto shall be permitted for that purpose.
- 15. The Morigagors shall periodically deposit with the Mortgagee such sums as the Morigagee may reasonably require for payment of taxes and assessments on the premises. No such deposit shall bear any interest.
- 16. If the payment of said indebtedness or any part thereof be extended or varied or if 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.
- 17. Mortgagee shall release this mortgage and lien thereof by proper instrument upon payment and discharge of all indebtedness secured hereby and payment of a reasonable fee to Mortgagee for the execution of such release.
- 18. 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.
- 19. Upon request of Mortgagors, Mortgages at Mortgagess option prior to release of this Mortgage may make future advances to Mortgagors. Such future advances, with interest thereon shall be secured by this Mortgage when evidenced by promissory notes stating that said notes are secured hereby.

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