UNOFF MORTGAGE (ILLINOIS)

MISSINDENTIFIER made September 16, 10 E5 between ROOSEVELT HARRIS AND SARAH HARRIS (Married to each other) AS JOINT TERANTS MIPS RIGHT OF SURVIVORSHIP ROOSEVELT HARRIS AND SARAH HARRIS (Married to each other) AS JOINT TERANTS MIPS RIGHT OF SURVIVORSHIP ROOSEVELT HARRIS AND SARAH HARRIS (Married to each other) ROOSEVELT REASON MIPS RIGHT OF SURVIVORSHIP ROOSEVELT REASON MIPS RIGHT OF SURVIVORSHIP ROOSEVELT REASON MIPS RIGHT OF SURVIVORSHIP ROOSEVELT REASON MIPS REASON MI		•	1 /6 L-4		1 10 10
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PLEASE ROOSEVELT HATTIS PRINT OR TYPE NAME(S) BELOW SIGNATURE(S) X PARK HAVVIA, (Scale	The name of a record owner is: ROOSE.  This mortgage consists of two pages. Incomparated beggin by reference and art	VELT HARRIS AND	SARAH HARRIS  ons and provisions ap  all be binding on Mor	pearing on page 2 (the reverse side of treatments, their heirs, successors and	this mortgage) are assigns.
PRINT OR TYPE NAME(S) BELOW SIGNATURE(S) XORIAL HAVIS, (Seal) (Seal)	PLEASE ROOSEVE	It Harris	years (sean		Joritu
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IMPRESS

State of Illinois, County

SEAL

Given under my hand and official seal, this...

Commission expires Commission expires

HERE

appeared before me this day in person, and acknowledged that \_t\_h\_ey\_signed, scaled and delivered the said instrument as their free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

July 10, 1988

in the State aforesaid. DO HEREBY CERTIFY that

\_16ch

I, the undersigned, a Notary Public in and for said County ROOSEVELT HARRIS AND SARAH HARRIS (Married

Notary Public

ILLINOIS

to each other) AS JOINT TENANTS WITH RIGHT OF SURVIVORSHIP

personally known to me to be the same person S. \_\_\_ whose nameS\_ATC\_ subscribed to the foregoing Instrument.

## **UNOFFICIAL COPY**

ADDITIONAL CONVENANTS CONDITIONS AND PROVISIONS REFERRED TO ON THE REVERSE SIDE OF THIS MORTGAGE AND INCORPORATED THEREIN BY REFERENCE.

- 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 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 lien to Mortgagec 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.
- Mortgagors 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 bereafter 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 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 expiration.
- 4. In case of default therein, Mortgagee 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 lien or other prior lien or title or claim thereof, or redeem from any tax sale or forfeiture, affective said premises or contest any tax or assessment. All moneys paid for any of these purposes herein authorized and all expenses paid or incurred to connection therewith, including automays fees, and any other moneys advanced by Mortgagee 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. Inaction of Mortgagee or holders of the contract shall never be considered as a waiver of any right accruting to them on account of any default hereunder on the part of the Mortgagors.
- 5. The Mortgagee or the holder of he contract bereby secured making any payment hereby authorized relating to taxes and assessments, may do so according to any bill, statement or lest metter produced from the appropriate public office without inquiry into the accuracy of such bill, statement or estimate or into the validity of any top, as essment, sale, forfeiture, tax lien or title or claim thereof.
- 6. Mortgagors shall pay each item of in incideness 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 impaid indebtedness secured by the Mortgage shall, notwithstanding anything in the contract or in this Mortgage to the contrary, become due and pay ble (a) immediately in the case of default in making payment of any instalment on the contract, or (b) when default shall occur and continue for the days in the performance of any other agreement of the Mortgagors herein contained.
- 7. When the indebtedness hereby secured shall become due whether by 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 incurved by or on behalf of Mortgagee or holder of the contract for attorneys' fees, appraiser's fees, outlays for documentary and expert evidence, stenographe s' 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 true, the searches and examinations, guarantee policies. Torrens certificates and similar data and assurances with respect to title as Mortgagee or holder of the crontract may deem to be reasonably necessary either to prosecute such suit or to evidence to bidders at any sale which may be had pursuant to such a cree 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 bankrupicy 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 by preparations for the commencement of any suit for the force in g which might affect the premises or the security hereof whether or not actually commenced or (c) preparations for the defense of any threatened suit or proceeding which might affect the premises or the security hereof whether or not actually commenced.
- 8. The proceeds of any foreclosure sale of the premises shall be distributed at d a piled in the following order of priority: First, on account of all costs and expenses incident to the foreclosure proceedings, including all such item, at the 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, if any, remaining unpaid on the contract; fourth, any overplus to Mortgagors, their heir flegal 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 white 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 rolvency 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 Mortgagor 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 strate, uponed of redemption, whether there be redemption or not, as well as during any further times when Mortgagors, except for the intervention of significant 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 it fortgage 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 miles or or of or closure sale; (2) the deficiency in case of a sale and deficiency.
- 10. No action for the enforcement of the lien or any provision hereof shall be subject to any defense which would r of [e] egood and available to the party interposing same in an action at law upon the contract hereby secured.
- 11. Mortgagee or the holder of the contract shall have the right to inspect the premises at all reasonable times and access the rato 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, holder 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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