THAT PART OF LOTS 6 AND 7, DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHEAST CORNER OF SAID LOT 6, SAID CORNER BEING THE INTERSECTION OF THE WESTERLY LINE OF PROSPECT AVENUE. WITH THE NORTHERLY LINE OF WALNUT STREET, AS NOW LAID OUT, RUNNING THENCE WESTERLY ALONG THE NORTHERLY LINE OF WALNUT STREET, 200 FEET, NORTHERLY ALONG A LINE FORMING AN ANGLE OF 90 DEGREES THENCE WITH THE NORTHERLY LINE OF WALNUT STREET, A DISTANCE 138.3 FEET; THENCE EASTERLY ALONG A LINE TO A POINT IN THE WESTERLY LINE OF PROSPECT AVENUE 175.4 FEET NORTHERLY (MEASURED ALONG SAID WESTERLY LINE) OF THE PLACE BEGINNING; THENCE SOUTHERLY ALONG WESTERLY LINE OF PROSPECT AVENUE TO THE PLACE OF BEGINNING (EXCEPT THAT PART OF SAID TRACT DESCRIBED AS FOLLOWS: AT THE SOUTHEAST CORNER OF SAID LOT 6. SAID CORNER BEING THE INTERSECTION OF THE WESTERLY LINE OF PROSPECT AVENUE, WITH THE NORTHERLY LINE OF WALNUT STREET, AS NOW LAID OUT; RUNNING THENCE NORTHERLY AND PARALLEL TO PROSPECT AVENUE 100 FEET; THENCE WEST PARALLEL TO WALNUT STREET 100 FEET; THENCE SOUTH PARALLEL TO PROSPECT AVENUE 100 FRET; THENCE EAST 150 FEET ALONG WALNUT STREET TO THE PLACE OF REGINNING, AND EXCEPT THAT PART OF SAID TRACT DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHEAST CORNER LOT 6, SAID CORNER BEING THE INTERSECTION OF THE WESTERLY LINE OF PROSPECT AVENUE, WITH THE NORTHERLY LINE OF WALNUT STREET, AS NOW LAID OUT; RUNNING THENCE WESTERLY ALONG THE NORTHERLY LINE OF WALNUT STREET, A DISTANCE OF 200 FEET TO A POINT FOR A PLACE OF BEGINNING; THENCE NORTHERLY ALONG A LINE FORMING AN ANGLE OF 90 DEGREES WITH SAID NORTHERLY LINE OF WALNUT STREET, A DISTANCE OF 138.3 FEET: THENCE EASTERLY ALONG A STRAIGHT LINE A DISTANCE OF 55.65 FEET, SAID STRAIGHT LINE IF PRODUCED EASTERLY WOULD INTERSECT THE WESTERLY LINE OF PROSPECT AVENUE, AT A POINT 175.4 FEET NORTHERLY FROM THE SOUTHEAST CORNER OF LOT 6; THENCE SOUTHERLY ALONG A STAPIGHT LINE THAT IS PARALLEL TO THE WESTERLY LINE OF PROSPECT AVENUE, A DISTANCE OF 148.3 FEET TO THE NORTHERLY LINE OF WALNUT STREET; THENCE WESTERLY ALONG THE NORTHERLY LINE OF WALNUT STREET; DISTANCE OF 50 FEET TO THE PLACE OF BEGINNING, IN BLOCK 12 IN EAST HINSDALE, IN THE EAST 1/2 OF SECTION 6, TOWNSHIP 38 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PERMANENT TAX NUMBER: 18-06-400-029. GCOM

COMMONLY KNOWN AS:

4322 PROSPECT AVE. WESTERN SPRINGS, IL.



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| | | _4 | E! | ' |

June THIS INDESTURE, made

19 87 | between

Ferenc S. Szepfalusy, Jr. and Sandra L.

Szepfalusy, his wife, 4322 Prospect Avenue,

Western Springs, IL.
(NO AND STREET) (CITY)

herein referred to as "Mortgagors," and

Carol Lamphere

1110 N. Lake Shore Drive, Chicago, (NO AND STREET) COITY)

3631855

Above Space For Recorder's Use Only

herein referred to as "Mortgagee," witnesseth

THAT WHEREAS the Mortgagors are justly indebted to the Mortgagee upon the installment note of even date herewith, in the principal sum of Forty Thouse 1 and no/100 ---), payable to the order of and delivered to the Mortgagee, in and by which note the Mortgagors promise to pay the said principal 1992, and all of said principal, and interest are made payable at such place as the holders of the note may, from time to time, in writing appoint, and in absence 1110 N. Lake Shore Drive, of such appointment, then at t' e o bee of the Mortgagee at

Chicago, II.

NOW, THEREFORE, the Monge, are to secure the payment of the said principal sum of money and said interest in accordance with the terms, provisions and limitations of this mortgage, and the performance of the covenants and agreements herein contained, by the Mortgagors to be performed, and also in consideration of the sum of One Dollar i, the ad paid, the receipt whereof is hereby acknowledged, do by these presents CONYEY AND WARRANT unto the Mortgagee, and the Mortgagee's successor and assigns, the following described Real Estate anglall of their estate, right, tale and interest therein, situate, lying and being in the CONYEY OF COOK AND STATE OF ILLINOIS, to with

An undivided 50% interest in and to the property described on Exhibit "A" attached hereto and made a part hereof.

THIS MORIGAGE IS SUBORDINATE TO THE JEEN OF THE MORIGAGE TO CITICORP SAVINGS OF ILLINOIS, DATED JULY 29, 1986 AND FIRED AUGUST 4, 1986 AS DOC. NO. LR 3537201

3631855

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

Sound C which, with the property bereinafter described, is referred to berein as the "premises."

TOGFTHER with all improvements, tenements, casements, fixtures, and appartenances thereto belogging, and all rents, issues and profits thereof torsolong and during all such times as Mortgagors may be entitled thereto (which are pledged primarily and on a perty) with said real estate and not secondarily) and all apparatus, equipment or articles now or hereafter therein or thereon used to supply heat, gas, air condition of water, light, power, refrigeration (whether single units or centrally controlled), and ventilation, including (without restricting the foregoing), screens, will dow shades, storm doors and windows, floor coverings, mador beds, awnings, stores and water heaters. All of the foregoing are declared to be a part of said, eal, state whether physically attached thereto or not, and it is agreed that all similar apparatus, equipment or articles hereafter placed in the premises by Mortfagors or their successors or assigns shall be considered as constituting part of the real estate.

FORMANE AND TO ARD 15 the assistance and the premises have a property of the premise of the premise of the real estate.

FO 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 Homestead Exemption Laws of the State of Cline so thich said rights and benefits the Mortgagors do hereby expressly release and waive

The name of a record owner is: Ferenc S. Szepfalusy Jr. and Sandra L. Szepfalusy This mortgage consists of two pages. The covenants, conditions and provisions appearing on page 2 (the reverse side of this car gage) are incorporated herein by reference and are a part hereof and shall be binding on Mortgagors, their heirs, successors and assigns.

Witness the hand . . . and year . . . of Moytgagoyd the day and year first above written.

Secure - 130266 - Am (Seal) Ferenc S. Szepfalusy, Jr.

I have all week - By you believe (Seal) Sandra L. Szepfalusy

..... (Seal)

State of Happis, Company Case

PLEASE

PRINT OR TYPE NAME(S) BELOW

SIGNATURE(S)

...... (Seal)

I, the undersigned, a Notary Public in and for said County

**OFFICIAL SEALIANDE State devesaid, 100 HEREBY CERTIFY that SEALIANDE State devesaid, 100 HEREBY CERTIFY that SEALIANDES TO SEA

Given under my hand and official sent; this 3214 day of 2007.

Commission expires 2/24 1920 2021

LaSalle, Chicago, II. 60601

This instrument was prepared by John H. Mays, Gould & Ratner, 222 N. Lasalle, Chicago, IL 60601

Mail this instrument to John H. Mays, Gould & Ratner, 222 N. Lasalle Street, Chicago, IL 60601

Mail this instrument to John H. Mays, Gould & Ratner, 222 N. Lasalle Street, Chicago, IL 60601

OR RECORDER SOFFICEBOX NO. 2016

(ZIP CODE)

OR RECORDER SOFFICE BOX NO.

DOS AND PROVISIONS REPERRED TO UN PAGE 1 THE REVERSE STOR OF OF THIS THE COVENANTS, CO

- 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 staste, and free from mechanic's or other liens or claims for lien not expressly subordinated to the lien thereof; (3) pay when due any indebtedness which may be secured by a lien or charge on the premises superior to the lien hereof, and apon request exhibit satisfactory evidence of the discharge of such prior lien to the Mertgagee, (4) complete within a reasonable time any building or buildings now or at any time in process of election upon said premises, (5) comply with all requirements of law or municipal ordinances with respect to the premises and the use thereof, (6) make premises, (5) comply with all requirements of law or municipal ordinances with respect to material alterations in said premises except as required by law or municipal ordinance.
- 2. 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, famish to the Mortgagee duplicate receipts therefor. To prevent default become Mortgagors shall pay in full under protest, in the manner provided by statute, any tax or many tables. Mortgagors the mortgage duplicate the manner provided by statute, any tax or many tables to contact the manner provided by statute. assessment which Mortgagors may desire to contest
- 3. In the event of the enactment after this date of any haw of Illinois deducting from the value of land for the purpose of taxation any lien thereon, or imposing upon the Mortgagee the payment of the whole or any part of the taxes or assessments or charges or hens better required to be paid by Mortgagors, or changing in any way the laws relating to the taxation of mortgages or debts secured by mortgages or the mortgagee's interest in the property, or the manner of collection of taxes, so as to affect this mortgage or the debt secured hereby or the holder thereof, then and in any such event, the Mortgagors, upon demand by the Mortgagee, shall pay such taxes or assessments, or reimburse the Mortgagee therefor; provided, however, that if in the opinion of counsel for the Mortgagee (a) it might be unlawful to require Mortgagors 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.
- 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 for their covenant to hold harmless and agree to indemnify the Mortgagors, and the Mortgagor's successors or assigns, against any lightlity in ur, ed by reason of the imposition of any tax on the issuance 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 it said note.
- 6 Mortgagors shall keef all buildings and improvements now or hereafter situated on said premises insured against loss or damage by firs, lightning and windstora; yis explicitly providing for payment by the insurance companies of moneys sufficient either to pay the cost of replacing or repairing the signe or to pay in full the indebtedness recured hereby, all in companies satisfactory to the Mortgagee, under insurance policies poyable 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 driver all policies, including additional and renewal policies, to the Mortgagee, and in case of insurance about to expire, shall deliver receval policies not less than ten days prior to the respective dates of expiration.
- 7. In case of default therein, Mortgagee may, but need not, make any payment or perform any act hereinbefore required of Mortgagors in any form and manner deemed expedient, any may, but need not, make full or partial payments of principal or interest on prior encurn-brances, if any, and purchase, discharge, constrained or settle any tax hier or other orior lien or title or claim thereof, or redeem from any tax sale or forfeiture affecting said premise, 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 hereof, shall be so much additional indebtedness secured hereby and shall become immediately due and payable without notice and with interest thereof, at the highest rate now permitted by Illinois law Inaction of Mortgagee shall never be considered as a waiver of any right accroing to the Mortgage on account of any default hereunder on the part of the Mortgagors.
- 8. The Mortgagee making any payment hereby auth (riz) direlating to taxes or assessments, may do so according to any bill, statement or estimate procured from the appropriate public office wildown inquiry into the accuracy of such bill, statement or estimate or into the validity of any tax, assessment, sale, forfeiture, tax lien or titly or claim thereof.
- 9. Mortgagors shall pay each item of indebtedness herein menticised, 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, notwithstanding anything in the note or in this mortgage to the contrary, become 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 by acceleration or otherwise, Mortgague shall have the right to foreclose the lien hereof. In any suit to foreclose the lien hereof, there shall or allowed and included as additional indebtedness in the decree for sale all expenditures and expenses which may be paid or incurred by an on behalf of Mortgague 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 abstracts of title title searches, and examinations, title insurance policies. Torrens certificates, and similar data and assurances with respect to title as Mortgague may deem to be reasonably necessary either to prosecute such suit or to evidence to bidders at any sale which may be had ausuant 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, with interest thereon at the largest rate now permitted by Illinois law, when paid or incurred by Mortgague in connection with (a) any proceeding, including probate and anxiently proceedings, to which the Mortgague shall be a party, either as plaintiff, claimann or defendant, by reason of this mortgague of any indebtedness hereby secured; or (b) preparations for the commencement of any suit for the foreclosure hereof after accrual of such and 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 hereof.
- 11. The proceeds of any foreclosure sale of the premises shall be distributed and applied in the rollor in order of priority. First, on account of all costs and expenses incident to the foreclosure proceedings, including all such items as are nent med 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, tractly, 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 primises or whether the same shall be then occupied as a homestead or not, and the Mortgagor 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 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 and available to the party interposing same in an action at law upon the note hereby would not be good cur
- ni d for thut **W**y 14. The Mortgagee shall have the right to inspect the premises at all i able lime purpose.
- on the rule ased, all per-everyon, variation or author all such persons 15. The Mortgagors shall periodically deposit with the Mortgagee such stims ment of taxes and assessments on the premises. No such deposit shall been also interested to the payment of said indebtedness or any part threeof be extended or various note of at any time hereafter liable therefor, or interested in said print see, shall release, the their liabilities and the lien and all provisions hereof shall continue in foll being expressly reserved by the Mortgagee, notwithstanding such extraction arrangement. 155 ar ic V DI he held orca, the shal ín "[[] Slease
 - 63 👀 II indebtedness li set ii **P**
- 17. Theorigages shall release this mortgage and lien thereof by propositistiument from secured by every find payon of a reasonable fee to Mortgages for the execution of such cleases.

 1807 his mortgages had all provisions hereof, shall extend to and be sinding propositions through Mortgagors, and the word "Mortgagors" when used herein shall a fur all study persons the provisions hereof and the study persons the study perso 17. Prorigages some control of a reasonable fee to prorigages and paying of a reasonable fee to prorigages.

 180 This mortgages had all provisions hereof, shall extend to and brainful through Mortgagors, and the word "Mortgagors" when used herein shall attached the indebtedness or any part thereof, whether or not such persons shall safe when used herein shall include the successors and assigns of the Mortgages gainst the note secured hereby. ei VB ir the payment d "Mortgagee" rd "Morrgages une to tune, of the note secured hereby.