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11-30-120-027-1002

Item 2  
 An Undivided 25.00% interest (except the Units delineated and described in said survey) in and to the following Described Premises:  
 Lot 5 and Lot 6, in Block Six (6) in Brummel and Case Howard Terminal Addition in the Northwest Quarter (1/4) of Section 30, Township 41 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois

Item 1.  
 Unit 1-East as described in survey delineated on and attached to and a part of a Declaration of Condominium Ownership registered on the 10th day of August, 1977 as Document Number 2958290

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Property of Cook County Clerk's Office



UNOFFICIAL COPY

INSTRUCTIONS

(Name) \_\_\_\_\_ (Address) \_\_\_\_\_  
THIS INSTRUMENT WAS PREPARED BY \_\_\_\_\_

MAIL TO  
DAVID J. FEUER  
100 W. 42nd St.  
SUITE 1710  
CHICAGO, IL 60602

HARRY (BUSINESS) REBIS  
MORTGAGE  
REBIS RAROT TITLE  
MORTGAGE

FOR RECORDS INDEX PURPOSES  
INSERT STREET ADDRESS OF ABOVE  
DESCRIBED PROPERTY HERE

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ASSIGNMENT

1. Mortgages shall (1) promptly repair 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 mechanical or other liens or claims for lien not expressly subordinated to the lien hereof; (3) pay when due any indebtedness which may be incurred by a lien or charge on the premises superior to the lien hereof and upon request satisfactory evidence of the discharge of such prior lien to Mortgagee or to holder of the contract; (4) complete within a reasonable time any building or building 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. Mortgagee 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 request, furnish to Mortgagee or to holders of the contract duplicate receipts therefor. To prevent default hereunder Mortgagee shall pay in full under protest, in the manner provided by statute, any tax or assessment which Mortgagee may desire to contest.

3. Mortgagee 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 money sufficient either to pay the cost of replacing or repairing and windstorm under policies providing for payment by the insurance companies of money sufficient either to pay the cost of replacing or repairing the same or to pay in full the indebtedness secured hereby. In all 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 thereon, Mortgagee or the holder of the contract may, but need not, make any payment or perform any act hereunder required of Mortgagee 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 hereof, or redeem from any tax sale or foreclosure, 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 attorneys' fees, and any other moneys advanced by Mortgagee to 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, lien of Mortgagee or holder 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 Mortgagee.

5. The Mortgagee or the holder of the contract hereby authorized making any payment hereby relating to taxes and assessments, may do so according to any bill statement or estimate procured from the appropriate public office without inquiry into the accuracy of such bill, statement or estimate or into the validity of any tax, assessment, sale, forfeiture, tax lien or title or claim thereof.

6. Mortgagee shall pay each item of indebtedness herein mentioned, when due according to the terms hereof. All options of the holder of the contract, and without notice to the Mortgagee, all unpaid indebtedness secured by the Mortgagee shall notwithstanding anything in the contract or in this Mortgagee to the contrary, become due and payable immediately in the case of default in making payment of any installment on the contract, or when default shall occur and continue for three days in the performance of any other agreement of the Mortgagee 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 incurred by or on behalf of Mortgagee or holder of the contract for attorneys' fees, appraiser's fees, court costs, expenses of advertising, publication costs and costs (which may be estimated as to items to be expended) and similar data and assurances with respect to the contract or holder of the contract 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 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 with (a) any proceeding, including probate and bankruptcy proceedings, to which either of them shall be a party, either as plaintiff, claimant or defendant, by reason of this Mortgagee or any indebtedness hereby secured; or (b) preparations for the commencement of any suit for (1) foreclosure of such right to foreclose 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 and applied in the following order of priority: First, on account of all costs and expenses incident to the foreclosure proceedings, including all items herein mentioned in the preceding paragraph hereof; second, all other items which under the terms hereof constitute secured indebtedness added to that evidenced by the contract third, all other indebtedness, if any, remaining unpaid on the contract; fourth, any moneys or proceeds to Mortgagee, and other legal representatives or assigns as their rights may appear. Such appointment may be made either before or after sale without notice, and without regard to the solvency of Mortgagee 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 Mortgagee hereunder may be appointed as such receiver, except for the intervention of such receiver, would be entitled to collect such redemption moneys, as well as during any further times when Mortgagee, 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 of the whole or in part of (1) The indebtedness secured hereby, or by any decree, provided such application is made prior to foreclosure sale; (2) 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.

9. No action for the enforcement 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.

10. Mortgagee or the holder of the contract shall have the right to inspect the premises at all reasonable times and access thereto shall be permitted for that purpose.

11. If Mortgagee shall sell, assign or transfer any right, title or interest in said premises, or any portion thereof, with 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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