UNOFFICIAL COPY

FORM 4131

DOCUMENT NO.

1480292

STATUTORY FEDERAL TAX LIEN SEARCH

PRESENT PARTIES IN INTEREST:

Alexander Gabriel
Helena "

DATE OF SEARCH:

10-26-89

RESULT OF SEARCH:

None
None

787802

6-5-90 CJ

Property of Cook County Clerk's Office

INTENDED GRANTEES OR ASSIGNEES:

RESULT OF SEARCH:

GREATER ILLINOIS
TITLE COMPANY
BOX 116
Back

[redacted] NL R

Amount $ 20,000.00

Maturity June 1, 1991

Account No.

Date May 25, 19 90

$300.00 Principal payments monthly

SECURED BUSINESS NOTE

(Time – Variable Rate)

EXHIBIT A

PROCEEDS OF LOAN APPLIED TO:

1. RENEWAL of
2. CR. ACCT. NO.
3. CHECK NO.(s)

PAYEE

PAYEE

X Signature of Borrower

June 1, 1991 After date, for value received, the Undersigned, jointly and severally, promise(s) to pay to the order of The First Commercial Bank (hereinafter called "Lender") at its office in Chicago, Illinois the principal sum of Twenty Thousand and no/100---------- Dollars, together with interest thereon from date on the principal balance from time to time unpaid at the initial rate of 12.00 % per annum and at the variable rate thereafter of two percent % per annum above the prime commercial rate of this Lender, such rate to be changed on the day or days said prime commercial rate is changed, and with interest after maturity at a variable rate of 4 % above said prime commercial rate. All interest shall be paid Quarterly & Principal payment of $300.00 per month

All payments shall be first applied to accrued interest to date of actual payment with the remainder, if any, applied to the unpaid balance of the principal. Interest shall be computed on the basis of a 360 -day year and charged for the actual number of days elapsed. Undersigned agrees to pay reasonable attorneys' fees, costs and expenses incurred by Lender in the collection and enforcement of this Note.

As security for the payment of this Note and for the payment and performance of all other existing and future indebtedness, obligations and liabilities, direct or contingent, of the Undersigned, or any of them, to the Lender, the Undersigned hereby pledges, assigns, transfers and delivers and grants to Lender a security interest in the following property and in all other property of the Undersigned now or hereafter in the possession or control of the Lender (herein called "Collateral") and in all proceeds thereof:

Junior Mortgage on 6805 Keeney, Niles, Illinois

The Undersigned agree(s) to deliver to the Lender forthwith upon its demand, such additional Collateral as it may request from time to time should the value of the Collateral decline or should the Lender deem itself insecure.

The Lender shall have exercised reasonable care in the custody and preservation of the Collateral if it takes such action for that purpose as the Undersigned shall reasonably request in writing, but the failure to comply with any such request shall not of itself be deemed a failure to exercise reasonable care. The Undersigned shall have the sole responsibility for taking such steps as may be necessary from time to time to preserve all rights of the Undersigned and the Lender in the Collateral against prior parties.

The Lender may take such action from time to time as it may deem appropriate to maintain or protect the Collateral, and in particular may at any time take any one or more of the following actions: (i) Transfer the whole or any part of the Collateral into the name of itself or its nominee, with or without indication of pledge; (ii) collect any amounts due on the Collateral directly from the person obligated thereon; (iii) vote the Collateral; (iv) take control of any proceeds of the Collateral, including stock dividends and other distributions, or; (v) sue or make any compromise or settlement with respect to any of the Collateral.

Undersigned covenants, represents and agrees with Lender as follows: (a) That Undersigned is the sole owner of the collateral free from any lien, security interest, encumbrance or claim and will defend the collateral against the claims and demands of all persons; and (b) that Undersigned will not sell, lease or encumber the collateral or grant any subsequent security interest therein nor part with possession thereof; and (c) that Undersigned will not remove the collateral from Undersigned's residence or place of business without the written consent of Lender, and (d) that Undersigned will not use or permit the collateral to be used in violation of any law, ordinance or policy of insurance covering said collateral; and (e) that Undersigned will maintain the collateral in good condition and repair and shall pay all taxes and assessments levied on the collateral.

In the event of non-payment, when due, of any amount payable on this Note or any other indebtedness of the Undersigned to the Lender; or the failure of the Undersigned to furnish additional Collateral on the demand of the Lender as herein agreed; or the death or incompetency of any of the Undersigned; or the insolvency, bankruptcy, liquidation or cessation of business of any of the Undersigned; or the entry of any judgment or decree for money against any of the Undersigned (unless such judgment or decree shall be modified, vacated or stayed within 10 days of its entry); or if any of the Undersigned shall default in the performance of any other obligation to the Lender; or if the Lender shall deem itself insecure, then, at the option of the Lender and without notice or demand, this Note and all other indebtedness of the Undersigned to the Lender may be declared and thereupon shall become due and payable immediately and the Lender may exercise, from time to time and without election of remedies, all rights and remedies available to it under the Illinois Uniform Commercial Code, as amended and revised, including the right to sell, lease or otherwise dispose of the Collateral at public or private sale. Undersigned agrees in the event of default to make the Collateral available to the Lender at a place acceptable to the Lender which is convenient to the Undersigned. The Lender may buy at any public sale, and if the Collateral is of a type customarily sold in a recognized market or is of a type which is the subject of widely distributed standard price quotations, the Lender may buy at a private sale. Unless the Collateral is perishable or threatens to decline speedily in value or is of a type customarily sold on a recognized market, the Lender shall give the Undersigned reasonable notification of the time and place of any public sale or of the time after which any private sale or other intended disposition is to be made. It is agreed that any requirement of reasonable notice shall be met if notice is mailed to the Undersigned at least five days before sale or other disposition, postage prepaid, at the address of the Undersigned shown hereon or at any other address of the Undersigned appearing on the records of the Lender. The proceeds of any sale or other disposition of the Collateral shall be applied to the reasonable expenses of the sale or other disposition, reasonable attorneys' fees and legal expenses incurred by the Lender and the remainder to the payment of this Note and any other indebtedness of the Undersigned secured hereby, and the remaining proceeds, if any, returned to the Undersigned. In the event of a deficiency, the Undersigned agree to pay the same to the Lender on demand. The Lender shall have the exclusive right to determine how, when and what applications of payments made by the Undersigned or credits accruing to the Undersigned shall be made on this Note or any other indebtedness of the Undersigned to the Lender. All remedies of the Lender shall be cumulative and not in the alternative.

To further secure the payment of this Note the Undersigned hereby, jointly and severally, irrevocably authorize any attorney of any court of record to appear for them, or any of them, in such court in term time or vacation, at any time hereafter and confess a judgment without process against them, or any one or more of them, in favor of the holder of this Note for such sum as may appear to be unpaid and owing thereon together with interest, costs and attorney's fees, and to waive and release all errors which may intervene in such proceeding and consent to immediate execution upon such judgment, hereby ratifying and confirming all that said attorney may do by virtue hereof.

BUSINESS PURPOSE STATEMENT

(to be executed by non-corporate borrower)

To induce Lender to make the loan evidenced by this Note, the Undersigned represents to Lender as follows:

(1) The Undersigned owns and operates a business enterprise under the name Gulf International, Inc.

(2) The proceeds of the loan will be used solely for the following commercial, agricultural or industrial purpose

(3) The loan is a business loan within the purview of Paragraph 6404(c), Chapter 17, *Ill. Rev. Stat.* and is exempt from the disclosure requirements of the Federal Truth-in-Lending Act.

Dated May 25, 1990 Signature Signature

UNDERSIGNED AGREE(S) THAT THE ADDITIONAL TERMS AND PROVISIONS ON THE REVERSE SIDE HEREOF SHALL CONSTITUTE A PART OF THIS NOTE AND ARE INCORPORATED HEREIN.

SIGNATURE(S) OF BORROWER(S)

Address 6817 N. Keeney (Number & Street)

Niles, Illinois 60648 (City & State, Zip Code)

(708) 782-6966 (Telephone) 345-76-3879 (Social Security No. or Corp. I.D. No.)

X Alexander Gabriel

X Helene Gabriel

X

X

FORM BN-32 LC, Rev. 9/82

Copyright 1982, ILLIANA FINANCIAL, INC.

White - ORIGINAL Canary - BORROWER'S COPY Pink - FILE COPY

Reorder from ILLIANA FINANCIAL, INC. P.O. Box 1227 Hickory Hills, IL 60457-0227 (312) 598-9000

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ADDITIONAL TERMS AND PROVISIONS

The Lender may, at any time or times hereafter, without notice, appropriate and apply toward the payment of this Note, whether due or not, any [illegible] or other property belonging to the Undersigned, or any one or more of them, in the possession or under the control of the Lender, as well as any indebtedness (whether then due or not then due) of the Lender to any one or more of the Undersigned howsoever created or arising, including, but without limitation to, any and all balances, credits, deposits, accounts, or moneys of any one or more of the Undersigned, and the Lender is hereby given a first or prior lien upon such moneys, credits, indebtedness and other property; and the Lender may exercise none or any one or more of the foregoing options.

Loss, theft, damage to, destruction or seizure of the collateral shall not relieve Undersigned from the payment and performance of any obligation or indebtedness secured hereby.

If collateral is insurable, Undersigned shall procure and maintain insurance on the collateral for the full term of this note against the risks of fire, theft and such other risks as Lender may require (including the risk of collision in case the collateral is a motor vehicle) in such insurers as are satisfactory to Lender; and Undersigned shall deliver to Lender within ten (10) days from date, a fully paid policy or policies of insurance containing Lenders Loss Payable Clause in favor of Lender providing for (10) days prior written notice of cancellation. If Undersigned shall fail, for any reason, to insure the collateral at the times and in the manner hereinabove provided, or if Undersigned's insurance shall be cancelled, Lender, at its option, may procure such insurance as shall be deemed necessary by Lender and advance the premiums therefor on behalf of Undersigned. Undersigned promises to pay such premium, with interest thereon at the rate stated on the face of this note, as an additional indebtedness due hereunder and secured hereby, or Lender may, at its option, declare all obligations secured hereby to be immediately due and payable. Undersigned hereby assigns to Lender any unearned or return premiums. Lender is hereby appointed Undersigned's attorney-in-fact to endorse any check or draft payable to Undersigned in order to collect such unearned premium or any benefits of such insurance. All sums received by the Lender in payment of insurance losses or for return premiums under said policies of insurance shall, at the option of the Lender, be applied to the unpaid principal balance or to currently maturing installments of the loan.

No right or remedy granted to the Lender herein shall affect or diminish any right or remedy granted to the Lender in any security agreement, mortgage or trust deed executed by one or more of the Undersigned relating to any Collateral securing these Obligations. All rights and remedies of the Lender, whether provided for herein or conferred by law, are cumulative.

The maker(s), endorsers and guarantors waive presentment, demand, notice of dishonor, protest and all other notices and demands in connection with the enforcement of the Lender's rights hereunder, and hereby consent to, and waive notice of (i) any renewals, extensions and modifications hereof which do not increase the unpaid principal amount hereof, and (ii) the release with or without consideration of any of the Undersigned or of any Collateral. Any failure of the Lender to exercise any right available hereunder or otherwise shall not be construed as a waiver of the right to exercise the same or any other right at any other time. The validity and construction of this note shall be governed by the laws of the State of Illinois.

GUARANTY

For value received, the undersigned, jointly and severally, unconditionally guarantee the full and prompt payment of the within note; and agree to pay all costs, expenses and attorney fees incurred by holder in collecting the same and in enforcing this guaranty.

The undersigned agree that their liability hereunder shall in nowise be affected or impaired, nor shall any guarantor be discharged, in whole or in part, by any of the following occurrences: (1) the death, incompetency, insolvency, bankruptcy, liquidation, dissolution or withdrawal of maker or of any guarantor, or (2) renewal, refinancing or extension of the time of payment of any installment or installments of the within note or of any other indebtedness of maker to holder; or (3) acceptance by holder of partial payment of any installment of the within note; or (4) release, surrender, sale, exchange or substitution by holder of all or any part of the collateral of maker or of any other guarantor; or (5) release by holder of any one or more of the undersigned guarantors or acceptance of new and additional guarantors; or (6) failure of holder to perfect any security interest in the collateral of maker or of any guarantor or to record or register any lien or encumbrance thereon; or (7) unenforceability of any document or instrument executed by maker.

It is expressly agreed by the undersigned, and each of them, that it shall not be necessary for holder to proceed first against the maker or any other guarantor, or to have recourse to the collateral of maker or any other guarantor, before proceeding to enforce this guaranty or as a condition to payment or performance by guarantors hereon. It is further agreed that holder shall have the exclusive right to determine where, in what manner and to which indebtedness all payments and credits, including the proceeds of physical damage and credit insurance, shall be applied. The holder hereof may, at any time or times, appropriate and apply toward payment of this guaranty any moneys, credits or other property belonging to guarantors, or any one of them, in possession or control of the holder including, but without limitation, all balances, credits, deposits and moneys; and holder is hereby granted a first and prior lien thereon.

The undersigned, jointly and severally, hereby authorize, irrevocably, any attorney of any court of record to appear for the undersigned, or any of them, in such court, in term time or vacation, at any time hereafter, and confess a judgment against the undersigned, or any of them, without process in favor of the legal holder of the within note for such amount as may appear to be unpaid thereon, together with costs of suit and reasonable attorneys' fees, and to waive and release all errors that may intervene and consent to immediate execution thereon, hereby agreeing that no writ of error or appeal shall be prosecuted on any judgment entered and ratifying and confirming all that said attorney may do by virtue hereof.

The undersigned, jointly and severally, waive demand, notice of dishonor, presentment for payment, diligence in collection, acceptance of this guaranty and notice of any adverse change in the financial condition of maker or any guarantor or of any other fact that might materially increase the risk of the guarantors hereon. This guaranty shall be binding upon the undersigned, jointly and severally, and upon the heirs, legal representatives, successors and assigns of the undersigned, and of each of them, and shall inure to the benefit of holder, its successors and assigns. The validity and construction of this guaranty shall be governed by the laws of the State of Illinois. This guaranty is secured by:

_____

_____

_____

LC-SVR

New Int. Rate	Date Changed	Date Paid	Int. Paid To	Int. Amt. Paid	Prin. Amt. Paid	Prin. Bal. Due

Property of Cook County Clerk's Office

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BROWN & JONE
LEGAL FORMS

FORM NO. 103
February, 1985

JUNIOR MORTGAGE (ILLINOIS)

For Use With Note Form No. 1447

CAUTION: Consult a lawyer before using or acting under this form. Neither the publisher nor the seller of this form makes any warranty with respect thereto, including any warranty of merchantability or fitness for a particular purpose

3885176

NOTE IDENTIFIED

THIS INDENTURE, made May 25, 19 90, between Alexander Gabriel and Helene Gabriel, his wife as Joint Tenants

6817 N. Keeney, Niles, Illinois
(NO. AND STREET) (CITY) (STATE)

herein referred to as "Mortgagors," and First Commercial Bank

6945 N. Clark Street Chicago, Illinois
(NO. AND STREET) (CITY) (STATE)

herein referred to as "Mortgagee," witnesseth:

Above Space For Recorder's Use Only

THAT WHEREAS the Mortgagors are justly indebted to the Mortgagee upon the ~~xxxxxxxx~~ Time * note of even date herewith, in the principal sum of Twenty Thousand and No/100---------- DOLLARS ($ 20,000.00), payable to the order of and delivered to the Mortgagee, in and by which note the Mortgagors promise to pay the said principal sum and interest at the rate and in installments as provided in said note, with a final payment of the balance due on the 1st day of June, 1991, 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 of such appointment, then at the office of the Mortgagee at 6945 N. Clark Street, Chicago, IL 60626

NOW, THEREFORE, the Mortgagors 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 in hand paid, the receipt whereof is hereby acknowledged, do by these presents CONVEY AND WARRANT unto the Mortgagee, and the Mortgagee's successors and assigns, the following described Real Estate and all of their estate, right, title and interest therein, situate, lying and being in the City of Chicago, COUNTY OF Cook AND STATE OF ILLINOIS, to wit:

LOT 4 IN JOSEPH CUPERTINO SUBDIVISION OF NILES BEING A SUBDIVISION IN THE SOUTHWEST ¼ OF SECTION 19, TOWNSHIP 41 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

*Rider Attached hereto and made a part hereof as Exhibit A

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

Permanent Real Estate Index Number(s): 10-19-326-014

Address(es) of Real Estate: 6805 Keeney, Niles, Illinois

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TOGETHER with all improvements, tenements, easements, fixtures, and appurtenances thereto belonging, and all rents, issues and profits thereof for so long and during all such times as Mortgagors may be entitled thereto (which are pledged primarily and on a parity 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 conditioning, water, light, power, refrigeration (whether single units or centrally controlled), and ventilation, including (without restricting the foregoing), screens, window shades, storm doors and windows, floor coverings, inador beds, awnings, stoves and water heaters. All of the foregoing are declared to be a part of said real estate whether physically attached thereto or not, and it is agreed that all similar apparatus, equipment or articles hereafter placed in the premises by Mortgagors or their successors or assigns shall be considered as constituting part of the 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 Homestead Exemption Laws of the State of Illinois, which said rights and benefits the Mortgagors do hereby expressly release and waive.

The name of a record owner is: Alexander Gabriel and Helene Gabriel, his wife

This mortgage consists of two pages. The covenants, conditions and provisions appearing on page 2 (the reverse side of this mortgage) 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 seal of Mortgagors the day and year first above written.

PLEASE PRINT OR TYPE NAME(S) BELOW SIGNATURE(S)

Alexander Gabriel (Seal) — xHelene Gabriel (Seal)
Helene Gabriel

(Seal) — (Seal)

State of Illinois, County of Cook McHenry ss., I, the undersigned, a Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY that Alexander Gabriel and Helene Gabriel, his wife

IMPRESS SEAL HERE "OFFICIAL SEAL"

personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that they signed, sealed 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.

Given under my hand and official seal, this 25 th day of May 19 90

Commission expires 19

Notary Public

This instrument was prepared by R. D. Salm, First Commercial Bank, 6945 N. Clark Street, Chicago, IL 60626
(NAME AND ADDRESS)

Mail this instrument to The First Commercial Bank, 6945 N. Clark Street, Chicago, IL 60626
(NAME AND ADDRESS)

(CITY) (STATE) (ZIP CODE)

OR RECORDER'S OFFICE BOX NO.

Property of Cook County Clerk's Office

UNOFFICIAL COPY

THE COVENANTS, CONDITIONS AND PROVISIONS REFERRED TO ON PAGE 1 (THE REVERSE SIDE OF THIS MORTGAGE):

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 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 upon request exhibit satisfactory evidence of the discharge of such prior lien to the Mortgagee; (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.

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, 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.

3. 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 any lien 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 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.

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 incurred 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 in said note.

6. Mortgagors 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 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 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.

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, 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 affecting said premises 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 thereon 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 Mortgagee on account of any default hereunder on the part of the Mortgagors.

8. The Mortgagee making any payment hereby authorized relating to taxes or 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.

9. Mortgagors shall pay each item of indebtedness herein mentioned, 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, 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 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 Mortgagee 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, with interest thereon at the highest rate now permitted by Illinois law, when paid or incurred by Mortgagee in connection with (a) any proceeding, including probate and bankruptcy proceedings, to which the Mortgagee 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 hereof.

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 mentioned 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 premises or whether 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.

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15. The Mortgagors shall periodically deposit with the Mortgagee such sums as the Mortgagee 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.

Submitted by
Address
Promised
Deliver certif. to
Address
Deliver duplicate trust
Deed to
Address
Notified

GREATER ILLINOIS TITLE COMPANY
BOX 116

465743

3886176

IN DUPLICATE

14F0292

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