

UNOFFICIAL COPY

DOCUMENT NO.

1499401

STATUTORY FEDERAL TAX LIEN SEARCH

PRESENT PARTIES IN INTEREST:

DATE OF SEARCH:

798355

90 AUG -7 PM 4:36

SEARCHED
SERIALIZED
INDEXED

RESULT OF SEARCH:

Pope, Michael L. & Jettie D.

1815 CARLISLE ROAD - Schaumburg, IL

Doc. # 90140674, \$ 2,335.39, 3-30-90

None

*P-7-90
cep*

INTENDED GRANTEEES OR ASSIGNEES:

RESULT OF SEARCH:

IDENTIFIED
No.

SEARCHED
SERIALIZED
INDEXED

WALKER

Property of Cook County Clerk's Office

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Customer # Keys
Torrens MEMO Filing Date 8-7-90
Ctf. # 1499401 L.F. Date 11-4-87
Grantor MICHAEL POPE
S.S.# 332-42-9531
Grantor ANNE POPE
S.S.# 347-16-6315
Grantee _____
S.S.# _____
Grantee _____
S.S.# _____
PIN # 12-22-402-056 Tax # 248488-87
Fed Lien Search 798355 - CCP
Title Officer Joseph H. Walker
Title Company Cost County
Trust Dept. Approval _____ Survey Dept. Approval _____
Refused _____
Type of Document M/TG Nun.br _____
A/R _____
Total No. Docs. 2
Logged _____ Microfilm _____
To Tax Dept. _____ Ret'd _____
Reviewer _____ Date _____
Typist _____ Date _____
Revisor _____ Date _____
New Ctf. # _____ Date _____
Delivery _____ Date _____
Customer Signature _____

Property of _____ County Clerk's Office

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FEDERAL TAX LIEN AFFIDAVIT

(PLEASE PRINT OR TYPE)

State of Illinois }
County of Cook } ss.

Michael Pope

being duly sworn, upon oath states that MICHAEL POPE

is 40 years of age and

1. has never been married
2. the widow(er) of _____
3. married to CHRISTINE POPE

said marriage having taken place on

4-19-89

4. divorced from PATRICIA POPE

date of decree SEPT 10 87

case # 87 D 17332

county & state COOK ILLINOIS

Affiant further states that HIS social security number is 332-42-9531 and that there are no United States Tax Liens against HIM.

Affiant further states that during the last 10 years, affiant has resided at the following address and none other:

| FROM (DATE) | TO (DATE) | STREET NO. | CITY | STATE |
|-----------------------|-------------------|---------------------|----------------------|-----------------|
| <u>AVG 4 - 86</u> | <u>PRESENT</u> | <u>1114 GRISSOM</u> | <u>PALATKA, ILL.</u> | <u>ILLINOIS</u> |
| <u>1976 to AUG 86</u> | <u>[REDACTED]</u> | <u>743 LOVE ST.</u> | <u>ELK GROVE</u> | <u>ILL</u> |

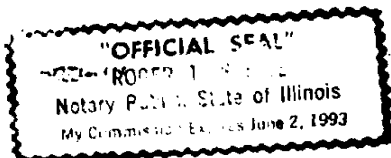
Affiant further states that during the last 10 years, affiant has had the following occupations and business addresses and none other:

| FROM (DATE) | TO (DATE) | OCCUPATION | EMPLOYER | ADDRESS (STREET NO.) CITY STATE |
|---------------|----------------|---------------------|-----------------------------|---|
| <u>MAY 73</u> | <u>PRESENT</u> | <u>SCRAP METALS</u> | <u>R. POPE SALVAGE INC.</u> | <u>3450 N. RIVER RD FRANKLIN PARK ILL</u> |

Affiant further states that affiant makes this affidavit for the purpose of inducing the Registrar of Titles, Cook County, Illinois to issue his Torrens Certificate of Title free and clear of possible United States Tax Liens.

Subscribed and sworn to me this 30th day of JULY, 1990

MICHAEL D. POPE



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.

THIS INDENTURE, made May 18 1990 between
MICHAEL Q. POPE and ANNE POPE, ~~the wife of~~

the 1st div. of 47 Remarquette & and a widow
3450 North River Road, Franklin Park, IL 60131
(NO AND STREET) (CITY) (STATE)

herein referred to as "Mortgagors," and THE EXCHANGE NATIONAL BANK
OF CHICAGO

120 South LaSalle Street, Chicago, Illinois 60603
(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 installment note of even date herewith, in the principal sum of FIFTY THOUSAND ONE HUNDRED TWENTY-EIGHT AND 19/100 (\$50,128.19) DOLLARS (\$50,128.19), 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 May 1993, 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 120 South LaSalle Street, Chicago, Illinois 60603

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 Franklin Park COUNTY OF Cook AND STATE OF ILLINOIS, to wit:

LEGAL DESCRIPTION

THAT PART OF LOT FIVE (5) IN BLOCK 9 IN VOLK BROTHERS RIVER DRIVE ADDITION TO FRANKLIN PARK, IN ROBINSON'S RESERVE, ALL IN FRACTIONAL SECTION 22, TOWNSHIP 40 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING ON THE NORTHEASTERLY LINE OF SAID LOT, 150.18 FEET NORTHWESTERLY OF THE NORTHEASTERLY CORNER OF SAID LOT; THENCE CONTINUING ON THE NORTHEASTERLY LINE OF SAID LOT, 23 FEET; THENCE SOUTHWESTERLY TO A POINT ON THE SOUTHWESTERLY LINE OF SAID LOT, SAID POINT BEING 140.55 FEET NORTHWESTERLY OF THE MOST SOUTHERLY SOUTHWEST CORNER OF SAID LOT, THENCE SOUTHEASTERLY ON THE SAID SOUTHWESTERLY LINE OF SAID LOT, 57 FEET; THENCE NORTHEASTERLY TO THE PLACE OF BEGINNING. 12-22-402-0411

ALSO

ALL OF LOT "B" (EXCEPT THAT PART THEREOF LYING SOUTHERLY OF A LINE DRAWN FROM A POINT IN THE EASTERLY LINE OF SAID LOT "B", 68.52 FEET NORTHWESTERLY (MEASURED ALONG SAID EASTERLY LINE) OF THE SOUTHEASTERLY CORNER OF SAID LOT "B", TO A POINT IN THE MOST SOUTHERLY SOUTHWESTERLY LINE OF SAID LOT "B", 61.16 FEET NORTHWESTERLY (MEASURED ALONG SAID SOUTHWESTERLY LINE) OF THE MOST SOUTHERLY SOUTHWESTERLY CORNER OF SAID LOT "B": ALSO EXCEPT THAT PART OF SAID LOT "B" LYING NORTHERLY OF A LINE DRAWN FROM A POINT IN THE EASTERLY LINE OF SAID LOT "B" 60.0 FEET SOUTHEASTERLY (MEASURED ALONG SAID EASTERLY LINE) OF THE NORTHEASTERLY CORNER OF SAID LOT "B", TO AN ANGLE POINT, SAID ANGLE POINT BEING THE INTERSECTION OF THAT NORTHEASTERLY LINE OF LOT "B", 16.43 FEET IN LENGTH WITH THAT NORTHWESTERLY LINE OF SAID LOT "B" THAT IS 113.45 FEET IN LENGTH) IN RESUBDIVISION OF PARTS OF LOTS 3, 4 AND 5 IN BLOCK 9, IN VOLK BROS.' RIVER DRIVE ADDITION TO FRANKLIN PARK IN ROBINSON'S RESERVE AND IN FRACTIONAL SECTION 22, TOWNSHIP 40 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, TOGETHER WITH PARTS OF CLAUDE LA FRAMBOIS RESERVE IN TOWNSHIP 40 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN ALL IN COOK COUNTY, ILLINOIS ACCORDING TO PLAT THEREOF REGISTERED IN THE OFFICE OF REGISTRAR OF TITLES OF COOK COUNTY, ILLINOIS, ON MARCH 30, 1953, AS DOCUMENT NUMBER 1453869. 12-22-402-055

AFFIDAVIT OF HOUSE TAX IDENTIFICATION

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

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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 mechanics' 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 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 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 secure all buildings and improvements now or hereafter situated on said premises insured against loss or damage by fire, lightning and wind (or) 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 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 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 in 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 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.

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.

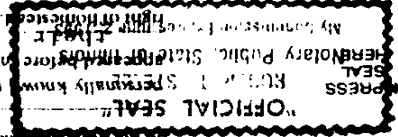
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OR RECORDER'S OFFICE BOX NO. 283 (CITY) (STATE) (ZIP CODE)

Schaumburg, Illinois 60173
1515 E. Woodfield Road, Suite 250
Mr. Roger T. Steile, RECK, MAHIN & COE
This instrument was prepared by 1515 E. Woodfield Road, Suite 250, Schaumburg, Illinois 60173

Commission expires May 18th 1990
Given under my hand and official seal, this 18th day of May 1990



free and voluntary act, for the uses and purposes herein set forth, including the release and waiver of the
subscribed to the foregoing instrument
I, the undersigned, a Notary Public in and for said County
in the State of Illinois, DO HEREBY CERTIFY that
Michael Q. Pope and Anne Pope
The 1st day of May 1990

State of Illinois, County of McHenry, Notary Public in and for said County

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

MICHAEL Q. POPE (Seal)
ANNE POPE (Seal)

Witness the hand and seal of Mortgagor the day and year first above written
The name of a record owner is: Michael Q. Pope and Anne Pope
This mortgage consists of two pages. The government's 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.

TO HAVE AND TO HOLD the premises unto the Mortgagee, and the Mortgagee's successors and assigns, hereafter, 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 Mortgagee do hereby expressly release and waive.

TOGETHER with all improvements, tenements, fixtures, and appurtenances thereto, to belong, and all rents, issues and profits thereof for so long and during all such times as Mortgagee may be entitled thereto (which are pledged primarily and on 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, inlaid 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 Mortgagee or their successors or assigns shall be considered as constituting part of the real estate.

Permanent Real Estate Index Number(s): 12-22-402-056
Address(es) of Real Estate: 3450 N. River Road, Franklin Park, Illinois

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

SEE LEGAL DESCRIPTION ATTACHED

NOTE IDENTIFIED

RECORDED ON 03 JAN 1990 AT 10:07 AM BY CLERK'S OFFICE

1922063

FILED IN THE OFFICE OF THE CLERK OF THE COURT

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(the note secured hereby)

18. This mortgage and all provisions hereof, shall extend to and be binding upon Mortgages and all persons claiming under or through Mortgages, and the word "Mortgages" when used herein shall include all such persons and all persons liable for the payment of when used herein shall include the successors and assigns of the Mortgages named herein and the holder or holders, from time to time, of the note secured hereby.

17. Mortgages shall release their mortgage and lien hereof 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.

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 (hereafter) 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.

15. The Mortgagee 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.

14. The Mortgagee shall have the right to inspect the premises at all reasonable times and access thereto shall be permitted for that purpose.

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.

12. Upon or at any time after the filing of a complaint to foreclose this mortgage, the Mortgagee shall have the right to file a complaint to foreclose the same, with interest thereon as herein provided, third, all principal and interest remaining unpaid on the note; fourth, any overplus to Mortgagee, their heirs, legal representatives or assigns, as their rights may appear.

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 Mortgagee, their heirs, legal representatives or assigns, as their rights may appear.

10. When the indebtedness hereby secured shall become due and payable, the 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, only for documentary and expert evidence, newspaper's charges, publication costs and costs (which may be estimated as to terms to be expended after entry of the decree) of procuring all such articles of title, title searches, and examinations, title insurance policies, foreman's certificates, and similar data and assurances with respect to the title, as Mortgagee may deem to be reasonably necessary either to procure such suit or to evidence to bidders at any sale which may be had pursuant to such decree. The true condition of the title and 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 any debt or liability which might affect the premises or the security hereof (c) preparations for the defense of any actual or threatened suit or proceeding which might affect the premises or the security hereof.

9. Mortgagees shall pay each item of indebtedness herein mentioned, both principal and interest, when due according to the term hereof. At the option of the Mortgagee and without notice to Mortgages, 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 Mortgages herein contained.

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 officer, without inquiry into the accuracy of such bill, statement or estimate or into the validity of any tax, assessment, sale, foreclosure, tax lien or title or claim thereon.

7. In case of default (herein) Mortgagee may, but need not, make any part or payment or perform any act hereunder required of Mortgages 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 forfeiture affecting said premises or contract 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 Mortgages.

6. Mortgagee 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 compliance with the standard mortgage clause in force in all policies hereof, and shall deliver all policies, including additional and renewal policies, to the Mortgagee, and in case of insurance about to expire, shall cause renewal policies not less than ten days prior to the respective dates of expiration.

5. At such time as the Mortgages are not in default either under the terms of the note secured hereby or under the terms of this mortgage, the Mortgagee 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.

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 Mortgages covenant and agree to pay such tax in the manner required by any such law. The Mortgages 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.

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 then existing upon the Mortgagee, or changing in any way the laws relating to the taxation of mortgages or debts secured by mortgages or the mortgage interest in the property, or the manner of collection of taxes, so as to affect this mortgage or the debt secured hereby or to require the Mortgagee to pay for the Mortgagee, or to change the Mortgagee's obligation to pay such taxes or assessments, or to require the Mortgagee to make such payment or to be and become due and payable sixty (60) days from the giving of such notice.

2. Mortgagee shall pay before any penalty attaches on general taxes, and shall pay special taxes, special assessments, water charges, sewer charges, and other charges against the premises hereunder. Mortgagee shall pay in full all such taxes, special assessments, water charges, sewer charges, and other charges against the premises hereunder upon written request (together with the Mortgage duplicate receipt thereof) to prevent default hereunder. Mortgagee shall pay in full all such taxes, special assessments, water charges, sewer charges, and other charges against the premises hereunder upon written request (together with the Mortgage duplicate receipt thereof) to prevent default hereunder.

1. Mortgagee shall (a) promptly repair, restore or rebuild any buildings or improvements now hereafter on the premises which may become damaged or be destroyed; (b) keep and premises in good condition and repair, without cost, and free from encumbrances, other liens or claims for then not expressly enumerated in the hereof; (c) when the any indebtedness which might 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 or charge to the Mortgagee; (d) complete within a reasonable time any building or buildings now or at any time in process of erection upon said premises; (e) comply with all requirements of law or municipal ordinances with respect to the premises and the use thereof; (f) make no material alterations in said premises except as required by any of the said laws or ordinances.

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