

This Indenture, MADE this second day of January in the year of our Lord One Thousand Eight Hundred and Twenty Seven BETWEEN The Ladies of Rosetta a corporation created and existing under and by virtue of the laws of the State of Illinois and doing business in the State of Illinois party of the first part, and The Law Union & Town Fire & Life Insurance Company a corporation created and existing under and by virtue of the laws of the United Kingdom of Great Britain and Ireland having its principal office in the City of London, England and State of England, party of the second part:

Whereas, The Ladies of Rosetta a corporation, is justly indebted to the said party of the second part in the sum of Twelve Thousand (\$12,000.00) Dollars, secured to be paid by the certain promissory note executed by the Catholic Bishop of Chicago a corporation, duly executed herewith, for the sum of Twelve Thousand (\$12,000) Dollars, payable January 1st 1902, to the order of the Law Union & Town Fire & Life Insurance Company, with interest at the rate of four and one half (4 1/2) per cent annum, payable semi-annually, on the second day of July and January in each year, until the said principal sum is fully paid, both principal and interest being payable in all cases of the United States of America or the present stand and of five cents and weight, at the office of the party of the second part in London, England. The several installments of interest aforesaid are further evidenced by ten (10) interest notes or coupons of even date herewith. The party of the first part has the option of prepayment upon giving thirty (30) months written notice to party of the second part. Nothing herein in whole or in part affects or varies from the date of said note.

Now, Therefore, This Indenture Witnesseth, That the said party of the first part, for the better securing the payment of the money aforesaid, with interest thereon according to the tenor and effect of the said promissory note above mentioned, and also in consideration of the further sum of One Dollar, to it in hand paid by the said party of the second part, at the delivery of these presents, the receipt whereof is hereby acknowledged, has granted, bargained, sold, remised, released, conveyed, aliened and confirmed, and by these presents do grant, bargain, sell, remise, release, convey, alien and confirm unto the said party of the second part, and to its successors and assigns FOREVER, all the following described lot, piece, or parcel of land (together with all the rents, issues and profits thereof, situate in the City of Chicago county of Cook and State of Illinois and known and described as follows, to wit: The North One Half (1/2) of the North East Quarter (1/4) in Block Three (3) in Garmon Grove Subdivision of the State of Illinois, two and 1/2 (2 1/2) acres of the West One Half (1/2) of the North East Quarter (1/4) of Section Twenty-one (21), Township Thirty Eight (38) North, Range Tweniteen (19) East of the Third (3) principal meridian.

To Have and to Hold the Same, Together with all and singular the tenements, hereditaments, privileges, and appurtenances thereunto belonging, or in any wise appertaining; and also, all the estate, interest and claim whatsoever, in law as well as in equity, which the said party of the first part has in and to the premises hereby conveyed unto the said party of the second part, its successors and assigns, and to their only proper use, benefit and behoof, forever;

Provided Always, And these presents are upon this EXPRESS CONDITION, that if the said party of the first part, its successors or assigns, shall well and truly pay, or cause to be paid, to the said party of the second part, its successors or assigns, the aforesaid sum of money, with interest thereon, at the time and in the manner specified in the above mentioned promissory note according to the true intent and meaning thereof, then and in that case, these presents and everything herein expressed, shall be absolutely null and void.

But it is Further Provided and Agreed, That if default be made in the payment of the said promissory note or any part thereof, or the interest thereon, or any part thereof, at the time and in the manner and at the place above limited and specified for the payment thereof, or in case of waste or non-payment of taxes or assessments, or neglect to procure or renew insurance, as hereinafter provided, or in case of the breach of any of the covenants or agreements herein contained, then and in such case, the whole of said principal and interest secured by the said promissory note in this Mortgage mentioned, shall thereupon at the option of the said party of the second part, its successors, attorneys or

contrary notwithstanding, and this Mortgage may then be immediately foreclosed to pay the same by said party of the second part, its successors or assigns, and it shall be lawful for the party of the second part, its successors, attorneys or assigns, to enter into and upon the premises hereby granted, or any part thereof, and to receive all rents, issues and profits thereof. And the party of the first part hereby authorize and empower any attorney of any court of record to enter its appearance upon the filing of any bill to foreclose this Mortgage in any court having jurisdiction thereof, and to file an answer for it and in its name, stating the amount that may then be owing on said Notes in this Mortgage mentioned for principal and interest, also for costs, taxes, insurance, attorneys' fees, and other money expended under the provisions contained herein, whether the same be due by the terms of this Mortgage, or by the option of the said party of the second part, its successors or assigns, and to consent and agree to an immediate decree being entered for the amount therein stated to be so due and owing in favor of the said party of the second part, its successors or assigns, and to consent and agree that an immediate sale of said premises may be made, and that no appeal shall be taken from such decree or writ of error sued out thereon.

In Case Of the filing of any bill in any court of competent jurisdiction to foreclose this Mortgage, the court may appoint any suitable person, Receiver, with power to collect the rents, issues and profits arising out of said premises during the pendency of such foreclosure suit, and until the right to redeem said premises from any sale thereof, to be made by virtue of said proceedings, shall have expired, and such rents, issues and profits shall be applied toward the payment of said indebtedness, and the costs of such foreclosure. And upon the foreclosure of this Mortgage by proceedings in court, or in case of any suit or proceeding at law or in equity, wherein said party of the second part, its successors or assigns, or the legal holder of said Notes or either of them, shall be a party plaintiff or defendant, by reason of their being a party to this Mortgage, or a holder of either of said Notes he or they shall be allowed and paid by the said party of the first part, their reasonable costs and charges, and Three Hundred (300) dollars, as attorneys' and solicitors' fees in such suit or proceeding, and the same shall be included as a part of the costs in any decree for the foreclosure of this Mortgage, or the sale of said premises.

And in Consideration Of the money loaned as aforesaid to the said party of the first part, and in order to create first lien and incumbrance on said premises under this Mortgage, for the purposes aforesaid, and to carry out the foregoing specific application of the proceeds of any sale that may be made by virtue hereof, the said party of the first part doth hereby agree to surrender up possession thereof to the purchaser or purchasers at such sale, or to any receiver that may be appointed by the court, peaceably on demand.

And The said The Ladies of Loretta, a corporation for itself and its successors and assigns covenants and agrees to and with the said party of the second part, its successors and assigns, that at the time of the enrolling and delivery of these presents it is well seized of said premises in fee simple, and has good right, full power and lawful authority to grant, bargain and sell the same in manner and form as aforesaid; that the same are free and clear of all liens and incumbrances whatsoever; and that it will forever warrant and defend the same against all lawful claims; that the said party of the first part will in due season pay all taxes and assessments on said premises, and exhibit once a year, on demand, receipts of the proper persons to said party of the second part, or its assigns, showing payment thereof, until the indebtedness aforesaid shall be fully paid; and will keep all buildings that may at any time be on said premises during the continuance of said indebtedness, insured in such company or companies as the said party of the second part, or its successors or assigns may from time to time direct, for such sum or sums as such company or companies will insure for, not to exceed the amount of said indebtedness, except at the option of said party of the first part, and will make the loss, if any, payable to, and deposit the policy or policies with the said party of the second part, its successors or assigns, as further security for the indebtedness aforesaid. And in case of the refusal or neglect of said party of the first part, or either of them, thus to insure, or assign the policies of insurance, or to pay taxes, said party of the second part, its successors or assigns, or either of them may procure such insurance or pay such taxes, and all moneys thus paid with interest thereon at seven per cent. per annum, shall become so much additional indebtedness, secured by this Mortgage, and to be paid out of the proceeds of sale of the lands and premises aforesaid, if not otherwise paid by said party of the first part. This Mortgage is executed pursuant to authority given by the Board of Directors of said corporation.

And it is Stipulated and Agreed That in case of default in any of said payments of principal or interest, according to the tenor and effect of said principal or interest note aforesaid, or either of them, or any part thereof, or of a breach of any of the covenants or agreements herein by the party of the first part, its successors or assigns, then, in that case, the whole of said principal sum hereby secured, and the interest thereon to the time of sale, may at once, at the option of the said party of the second part, its successors, attorneys or assigns, become due and payable, and this Mortgage may be foreclosed in the manner and with the same effect as if the said indebtedness had matured.

In Testimony Whereof, The said The Ladies of Loretta, a corporation Company hath hereunto caused its corporate seal to be affixed, and these presents to be signed by its President, and attested by its Secretary, the day and year first above written.

Signed, Sealed and Delivered in Presence of

Attest:

By

The Ladies of Loretta
Charlotte Lynn, President

Blanchina Gibson, Secretary.

State of Illinois — }
COUNTY OF Cook — } ss.

I George Allen Mason, a notary public —
in and for said county, in the State aforesaid, DO HEREBY CERTIFY that Charlotte Lynn
personally known to me to be the _____ President of the Ladies of Phosetto, a
Corporation — Company and Blondine Gibson personally known to
me to be the _____ Secretary of said Company, whose names are subscribed to the foregoing instrument, appeared
before me this day in person and severally acknowledged that as Charlotte Lynn President and _____
Secretary, they signed and delivered the said instrument of writing as _____ President and _____
Secretary of said Company, and caused the Corporate Seal of said Company to be affixed thereto, pursuant to authority given by
the Board of Directors of said Company as their free and voluntary act, and as the free and voluntary act and deed of
said Company, for the uses and purpose therein set forth

GIVEN under my hand and _____ seal this 28 day of January, 1897
George Allen Mason
Notary Public

103578

055026

MORTGAGE.

The Ladies of Lovetto,
a corporation,

-To-

The Law Union and Commercial
Fire & Life Insurance
Company, a corporation

State of Del No. 445404
Cook COUNTY

This Instrument was filed for record in the Recorder's
office of Cook County aforesaid, on the

11 day of June
A. D. 1897, at 11 o'clock A.M.,

recorded in Book 5965 of recorder
on page 427

Robert M. Simon
Recorder.

[Handwritten signature]

2497-150

*\$12,000 - 5%
2000 on any Sat day
31 days 5% Secur*

Mar 27