



00982446

REAL ESTATE MORTGAGE

Prepared By:  
Old Republic IFAC  
5050 N. Cumberland #22W  
Norridge, IL 60656



Parties

This mortgage is made and dated **OCTOBER 27 2000** Between  
**FLOSSIE CUNNINGHAM & DONALD ALLEN** with an address of  
(the "Borrower") and

OLD REPUBLIC INSURED FINANCIAL ACCEPTANCE CORPORATION with an  
address of 5050 CUMBERLAND #22W NORRIDGE, IL 60656 (the "Lender").

Definitions

Borrower promises and agrees as follows:  
1. In this Mortgage, the term "borrower" shall mean all borrowers under this Mortgage. The term "lender" shall mean the lender named above, all lenders under this Mortgage and any other holder or taker of this Mortgage and the Promissory Note described below by transfer. The terms "lender" and "borrower" shall also include the heirs, executors, administrators, successors and assigns of each of them.

Transfer of Note and Mortgage Underlying debt future advances

2. Lender may transfer this Mortgage and Promissory Note without notice to borrower.  
3. This Mortgage is made to secure a debt of the borrower to the lender for (\$ 21,165.00 ) TWENTY ONE THOUSAND ONE SIXTY FIVE payable with interest according to a Bond or Note having the same date as this mortgage. The lender may make advances in the future to the borrower or future owners of the Property. In addition to the above Debt the Bond or Note and this Mortgage are intended to secure any more debts now or in the future owed by the borrower to the lender. The maximum amount of debt secured by the Bond or Note and this Mortgage shall not be greater than the Debt stated above. Lender is not obligated to make future advances.

Terms of Note Incorporated Transfer of rights building & improvements streets

4. The terms of the Note are incorporated in and made part of this Mortgage.  
5. The property mortgaged ("the Property") is  
**272 W. HICKORY ST., CHICAGO HTS, IL 60411**  
a. All land described on Schedule "A" annexed hereto and made part hereof.  
b. Together with the buildings and improvements on the Property.  
c. Together with all the Borrower's right, title and interest in the streets next to the property to their center lines.  
d. Together with all condemnation awards for any taking by a government or agency of the whole or part of the real Property or any easement in connection with the Property. This includes awards for changes of grades of streets.

Payment

6. Borrower shall repay the Loan in accordance with the terms of the Note.

Insurance

7. Borrower will keep the buildings on the Property insured against loss by fire and other risks included in the standard form of extended coverage insurance. The amount of insurance coverage shall be approved by the Lender but shall not exceed the full replacement value of the value of the buildings and improvements. Borrower shall pay premiums for all insurance policies when due. Borrower shall assign and deliver insurance policies to Lender. The insurance policies shall contain the standard Illinois mortgage clause in the name of the Lender as mortgagee. Upon borrower's failure to keep the building insured, Lender may obtain the insurance. Borrower shall, within (30) thirty days after notice and demand, insure the Property against any other risk reasonably required by the Lender including war risk.

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JFK

- Maintenance, No Sale or Alteration** 8. Borrower shall keep the property in good repair. Borrower shall not, without prior written consent of Lender, materially alter, demolish or remove the buildings and improvements on the Property, or sell all or any part of the Property. Borrower shall not abandon the Property. Lender may inspect the Property on reasonable notice to Borrower. Borrower shall make such repairs as Lender may reasonably require.
- Taxes, etc.** 9. Borrower shall pay all taxes, assessments, sewer rents and water rates and all other charges against the property when they are due. Borrower shall produce receipts for these payments within ten (10) days after Lender's demand for them. Borrower shall neither claim nor be entitled to any credit against the principal and interest due under the Note on account of Borrower's payment of these charges.
- Statement of Amount due, etc** 10. Within five (5) days after request in person or within ten (10) days after request by mail, borrower shall give to Lender a signed statement as to (i) the amount due under this Mortgage and (ii) any offsets or defense against the Note or this Mortgage.
- Warranty of Title** 11. Except for the first mortgage described in Paragraph 12 hereof, Borrower warrants the title to the property and borrower shall defend that title against all adverse claims. Borrower shall be responsible for any costs or losses of Lender if an interest in the Property is claimed by others.
- Prior Mortgage** 12. This Mortgage is subject and subordinate to a first mortgage on the Property held by \_\_\_\_\_ with an unpaid balance not in excess of \_\_\_\_\_ dollars (\$ 60,900.00 ).  
HARRIS BANK MTG.
- Default and acceleration of Note** 13. Lender may declare the entire unpaid balance of the Note and accrued interest on the Note to be immediately due and payable upon any default by the Borrower.  
The happening of any of the following shall constitute a default by Borrower:  
a. If Borrower fails to make any payment required by the Note and/or this Mortgage within ten (10) days of the date it is due;  
b. If Borrower fails to keep any other promise or agreement in this Mortgage within the time set forth, or if no time is set forth, within a reasonable time after notice is given that Borrower is in default.  
c. If Borrower sells, conveys, or otherwise transfers title to all or part of the Property;  
d. If on application of Lender, two or more insurance companies licensed to do business in Illinois refuse to issue policies insuring the buildings and improvements on the Property;  
e. If Borrower fails to make any payment required by any prior mortgage;  
f. If Borrower fails to keep any other promise or agreement in any prior mortgage;  
g. If bankruptcy or insolvency proceedings are filed by or against Borrower.
- Sale** 14. Upon Borrower's default under this Mortgage and the sale of Property in foreclosure, the Property may be sold in one or more parcels.
- Receiver** 15. Upon Lender's suit to foreclose the Mortgage, Lender shall have the right to have a receiver appointed to take control of Property.
- Payment of rent and eviction after default** 16. Upon Borrower's default under this Mortgage, Borrower shall pay monthly in advance to Lender, or to a receiver who may be appointed to take control of the Property, the fair rental for the use and occupancy of that part of the Property that is in the possession of Borrower. Upon Borrower's failure to pay rent when due, Borrower shall vacate and surrender the Property to Lender or to the receiver. Borrower may be evicted by summary proceedings or other court proceedings.
- Attorney's Fees** 17. If the note is referred to an attorney for collection, Borrower agrees to pay reasonable attorney fees incurred in the enforcement or collection of the Note.
- Lender's right to make payments** 18. Lender may, but shall not be required to, pay any of the following expenses of the Property when due if Borrower does not: real estate taxes, assessments, sewer rents, water charges, premiums for risk insurance, repairs and maintenance, payments due under any prior mortgage, and payments of any other charges or claims against the Property if necessary to protect Lender's rights under this Mortgage. Such payments shall be added to the principal and shall be secured by this Mortgage. Borrower shall reimburse Lender for such payments, with interest, upon Lender's written demand. Interest shall be charged from the time of payment by Lender at the rate set forth in the Note.
- Lender's rights no waiver** 19. Lender's delay or failure to exercise any right or remedy granted to Lender in this Mortgage or by applicable law shall not be a waiver of, or prevent the later exercise by Lender of any such right or remedy. Lender may exercise any one or more rights or remedies available to Lender at any time.
- Notices** 20. Notices, demands or requests shall be in writing and shall be personally delivered or mailed certified mail to Borrower or mailed by certified mail to Lender at the address set forth in this Mortgage or such other address as may be designated in writing.

# UNOFFICIAL COPY

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- Changes must be in writing 21. The Mortgage may not be changed or terminated except by an agreement in writing signed by both Lender and Borrower.
- Governing law 22. This Mortgage shall be governed by the laws of the State of Illinois and any applicable federal law. In the event of a conflict between any provision of the Mortgage and any federal or Illinois statute, law or regulation in effect as of the date of this Mortgage, the statute, law or regulation shall control to the extent of such conflict and the conflicting provision contained in this Mortgage shall be without effect. All other provisions of this Mortgage shall remain fully effective and enforceable.

IN WITNESS WHEREOF, BORROWER HAS SIGNED THIS MORTGAGE THIS 27TH DAY OF OCTOBER 2000

Borrower has received a true copy of this Mortgage without charge.

WITNESS

SIGNATURE

TYPED OR PRINTED

SIGNATURE

TYPED OR PRINTED

STATE OF ILLINOIS )

COUNTY OF )

(SS:

On this 27TH day of OCTOBER 2000 before me personally came FLOSSIE CUNNINGHAM & DONALD ALLEN to be known and known to me to be the individual(s) described in and who executed the foregoing instrument, and acknowledged to me that he executed the same.

BORROWER

*Flossie Cunningham*  
SIGNATURE

FLOSSIE CUNNINGHAM  
TYPED OR PRINTED

*Donald Allen*  
SIGNATURE

DONALD ALLEN  
TYPED OR PRINTED



*Emily Stopka*  
Notary Public

MORTGAGE

FROM

TO

Dated:

State of Illinois

County of

at

o'clock

, Recorded on the

day of

in Book

of Mortgages at page

Block

Lot

County

Record and Return to: Old Republic Insured Financial Acceptance Corporation  
5050 N. Cumberland #22W, Norridge, IL 60656

To the County Recording Officer of County:

This Mortgage is fully paid. I authorize you to cancel it of record.

Dated

Lender

(seal)

I certify that the signature of the Lender is genuine.

UNOFFICIAL COPY

WARRANTY DEED

NO 810  
February, 1994

WARRANTY DEED  
John Tenancy  
Notary (ILLINOIS)  
(Individual or Individuals)

CAUTION: Grantor's Warranty Deed is subject to the terms, conditions and limitations set forth in the deed. Grantor warrants the accuracy of the information furnished and the validity of the instrument.

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THE GRANTOR s. EUGENE BLACK and LENA M. BLACK,  
his wife,

of the City of Chgo. Hts. County of Cook  
State of Illinois for and in consideration of  
THE \$ 20,100 (\$20,000) DOLLARS.  
and other good and valuable considerations hereunto  
CONVEY and WARRANT to FLOSSIE CUNNINGHAM,  
divorced and not remarried, and DONALD D. ALLEN,  
divorced and not remarried  
271 Forest, Park Forest, IL 50466

T.O. # 6946 730

054280



STATE OF ILLINOIS  
REAL ESTATE TRANSFER TAX  
\$ 20.10  
\$ 20.10  
\$ 20.10

not in Tenancy in Common, but in JOINT TENANCY, the following described Real Estate situated in the  
County of Cook as the State of Illinois, to wit:

Lot 15 (except the West 23 feet thereof) and Lot 16 and the West 19 feet of  
Lot 17 in Block 2 in Dell and Maraden's Forest Park Subdivision Unit Number 1,  
being a Subdivision of that part of the Southwest 1/4 of Section 20, Township  
35 North, Range 14, East of the Third Principal Meridian, bounded on the North  
by a line 730 feet South of and parallel to the East and West Center Line of  
said Southwest 1/4 of Section 20, bounded on the West by the West line of said  
Section 20, bounded on the South by a line 154 feet North of and parallel to  
the South line of said Section 20, bounded on the East by a line that intersects  
the said North line at a point 1162.32 feet East of the West line of said  
Section 20, and intersects the said South line at a point 988.95 feet East of  
the West line of Section 20, all in Township 35 North, Range 14, East of the  
Third Principal Meridian, in Cook County, Illinois\*\*\*

SUBJECT TO: Covenants, conditions and restrictions of record, public utility  
easements, if any, and general real estate taxes for 1993 and subsequent years.

hereby releasing and waiving all rights under and by virtue of the Homestead Exemption Law of the State of  
Illinois TO HAVE AND TO HOLD said premises not in tenancy in common, but in joint tenancy forever.

Permanent Real Estate Index Number(s): 32-20-327-019  
Address(es) of Real Estate: 272 W. Hickory, Chicago Heights, IL 60411

DATED this 22nd day of July 1994

PRINT OR TYPE NAMES: (SEAL) Eugene Black (SEAL)  
Eugene Black  
SIGNATURES: (SEAL) Lena M. Black (SEAL)  
Lena M. Black

State of Illinois, County of Cook I, the undersigned, a Notary Public in and for  
said County in the State aforesaid, DO HEREBY CERTIFY that  
EUGENE BLACK and LENA M. BLACK, his wife,

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  
voluntary act, for the uses and purposes therein set forth, including the  
waiver of the right of homestead.

Given under my hand and official seal, this 22nd day of July 1994

Commission expires 7-24 1994  
Patrick A. Parial  
NOTARY PUBLIC

This instrument was prepared by Patrick A. Parial & Assoc., Ltd.  
20280 Governors Hwy., Orland Hills, IL 60461

FLOSSIE CUNNINGHAM  
272 W. HICKORY  
CHICAGO HEIGHTS, IL

MINOR INTEREST TAX DEDUCTION  
Donald D. Allen  
272 W. Hickory  
Chicago Hts., IL 60411

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