



04061515

MORTGAGE

NAME AND ADDRESS OF MORTGAGOR Helen Dixon, Widowed and not since remarried 3909 W. 14th Street Chicago, Illinois 60623		NAME AND ADDRESS OF MORTGAGEE Aetna Finance Company, d/b/a ITI Financial Services 605 Highway 169 North Suite 1200 Minneapolis, MN 55440	
DATE OF MORTGAGE December 21 1994	MATURITY DATE DECEMBER 21, 2009	AMOUNT OF MORTGAGE \$41,396.73	FUTURE ADVANCE AMOUNT \$00.00

WITNESSETH, That mortgagor, in consideration of a loan from mortgagee evidenced by a Note bearing even date herewith in the amount shown above, together with interest thereon, does by these presents mortgage and warrant unto mortgagee, forever, the following described real estate located in Cook County, State of Illinois, hereby relating and waving all right under and by virtue of the homestead exemption laws of Illinois, to wit:

THE WEST 8 FEET OF LOT 3 AND ALL OF LOT 4 (EXCEPT WEST 2 FEET THEREOF) IN BLOCK 3 IN DOUGLAS PARK BOULEVARD BOHEMIAN LAND ASSOCIATION SUBDIVISION IN NORTHWEST 1/4 OF SECTION 23, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

P.I.N.: 16-23-115-006

DEPT-01 RECORDING \$23.50  
T#9001 TRAN 6579 12/22/94 15:43:00  
#7742 # CG # 04-064515  
COOK COUNTY RECORDER

PROPERTY ADDRESS: 3909 W. 14TH STREET, CHICAGO, ILLINOIS 60623

This mortgage shall also secure advances by the Mortgagee in an amount not to exceed the amount shown above as Future Advance Amount. Together with all buildings and improvements now or hereafter on the premises thereon and the rents, issues and profits thereof, and all screens, awnings, shades, storm, sash and blinds, and all heating, lighting, plumbing, gas, electric, ventilating, refrigerating, and air conditioning equipment used in connection therewith, all of which, for the purpose of this mortgage, shall be deemed to be fixtures and subject to the lien hereof, and the improvements and appurtenances pertaining to the property above described, all of which is referred to hereinafter as the "premises" or the "mortgaged premises."

TO HAVE AND TO HOLD the premises unto mortgagee, its successors and assigns, forever, for the purposes, and upon the conditions and uses hereon set forth.

The mortgagor hereby covenants that the mortgagor is seized of a good title to the mortgaged premises in fee simple, free and clear of all liens and incumbrances, except as follows:

NONE

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and the mortgagor will forever warrant and defend the same to the mortgagee against all claims whatsoever. PROVIDED ALWAYS, and these presents are upon this express condition, that if the mortgagor shall pay or cause to be paid to the mortgagee the indebtedness as represented in the above described Note secured hereby according to the terms thereof and the interests and obligations thereof, and all other present and future indebtedness of mortgagor to mortgagee except subsequent consumer credit sales and direct loans made pursuant to the Illinois Consumer Finance Act, all of such indebtedness begin herein collectively referred to as the "indebtedness hereby secured," and shall make all other payments and perform all other terms, conditions, covenants, warranties and promises herein contained, then these presents shall cease and be void.

The mortgagor covenants with the mortgagee that the interests of the mortgagor and of the mortgagee in the premises shall be assessed for taxation and taxed together without separate valuation, and to pay before they become delinquent all taxes and assessments now or hereafter assessed or levied against this mortgage or the indebtedness hereby secured and on the premises described in this mortgage, including every mortgage or trust which this mortgage may have or be deemed to have in such premises by reason of this mortgage, and to deliver to the mortgagee or the mortgagee's representative on demand receipts showing the due payment thereof, hereby waiving and releasing all rights of offset or deduction against the indebtedness secured by this mortgage because of the payment of such taxes or assessments.

The mortgagor further covenants with the mortgagee to keep the mortgaged premises insured for life and extended coverage for the full insurable value thereof, to pay the premiums thereon when due and to comply with co-insurance provisions, if any, in insurance companies approved by the mortgagee, with loss payable to the mortgagee as its interest may appear. All policies covering the mortgaged premises shall be deposited with and held by the mortgagee. Loss proceeds, less expenses of collection, shall, at the mortgagee's option, be applied on the indebtedness hereby secured, whether do or not, or to the restoration of the mortgaged premises.

The mortgagor further covenants with the mortgagee to keep the mortgaged premises in good tenable condition and repair; (3) to keep the mortgaged premises free from liens superior to the lien of this mortgage; (4) not to commit waste nor suffer waste to be committed on the mortgaged premises; and (5) not to do any act which shall impair the value of the mortgage premises.

In case any such taxes or assessments remain unpaid after they become delinquent, or in case of failure to keep the mortgaged premises so insured, the approved policies deposited, or the insurance premiums paid, or to keep the same in good condition and repair, free from liens and waste, the mortgagee may on its part cure such defaults and all sums advanced for that purpose shall immediately be repaid to the mortgagee and shall, unless repaid, be added to and deemed part of the indebtedness secured hereby, bear interest at the maximum legal rate allowed by Illinois statute and form a lien upon the real estate.

Upon breach or non-performance of any of the terms, conditions, covenants, warranties, or promises by the mortgagor contained herein, it shall be deemed that there is evidence of an indebtedness secured hereby, said Note and all indebtedness hereby secured shall, at the option of the mortgagee and without further notice or demand, become immediately due and payable.

Mortgagee hereby reserves all rights to possession of and income from the mortgaged premises for the period following commencement of any action to foreclose this mortgage through expiration of any redemption period. Mortgagee further agrees that upon commencement of an action to foreclose this mortgage the mortgagee shall be entitled to receive of the mortgagor the principal amount of the mortgage, including the unpaid interest, and may employ or the receiver to preserve and maintain the mortgaged premises and to collect the rents, issues and profits of said premises during the pendency of such action and until the principal amount of any such loan is paid, and may order such rents issued and profits when so collected be applied first to the recovery of expenses, including expenses incurred for necessary repairs, for the payment of insurance premiums, taxes and assessments, and for commissions due the receiver, with the balance thereof being paid to the person entitled to a deed under the certificate of sale, or in reduction of the redemption money if said premises be redeemed as prescribed by law.

Mortgagee agrees to pay all expenses and disbursements paid or incurred in behalf of mortgagee in connection with the foreclosure hereof including, but not limited to, the cost of the insured fees, outlays for documentary evidence and all other expenses or disbursements which may be an advantage to the mortgagor or the mortgagee, and all the taxes as costs and included in any deed or certificate of sale.

2350

# UNOFFICIAL COPY

Articles, conditions, covenants, warranties and other provisions herein shall be binding upon the mortgagor and his heirs, assigns and assigns of the mortgagee and shall inure to the benefit of the mortgagee, the mortgagee's successors, assigns, and assigns. Any provisions hereof prohibited by law shall be inoperative only to the extent of such prohibition without invalidating the remaining provisions hereof.

The mortgagee shall be subrogated to the lien of any debt or debts incurred by the mortgagor prior to the date of the recording of this mortgage, and even though said prior debts have been released or recorded, the repayment of the indebtedness hereby secured shall be secured by such lien on the portions of said premises affected thereby to the extent of such payments, respectively.

Any award of damages under condemnation for injury to, or taking of, any part of said mortgaged premises shall hereby be assigned to mortgagee with authority to apply or receive the moneys received, as above provided for insurance loss proceeds.

WITNESS WHEREOF, this mortgage has been executed and delivered this 21ST day of December, 19 94.

Signed and sealed in the presence of:

### MORTGAGOR(S):

Helen Dixon (Type name) (Co-S)

Helen Dixon (Type name) (Co-S)

(Type name) (Co-S)

(Type name) (Co-S)

(Type name) (Co-S)

(Type name) (Co-S)

(Type name) (Co-S)

### INDIVIDUAL ACKNOWLEDGEMENT

STATE OF ILLINOIS )

County of DuPage ) ss.

Personally came before me this 21ST day of December, 19 94, the above named Helen Dixon, widowed and not since remarried to me known to be the person(s) who executed the foregoing instrument and acknowledged the same as his (her or their) free and voluntary act for the uses and purposes therein set forth.



Jodi Nelson Notary Public DuPage County, Illinois

My Commission expires 3-30-98

### CORPORATE ACKNOWLEDGEMENT

STATE OF ILLINOIS )

County of \_\_\_\_\_ ) ss.

Personally came before me this \_\_\_\_\_ day of \_\_\_\_\_, 19 \_\_\_\_\_, \_\_\_\_\_ President and Secretary of the above named corporation, to be known to be such persons and officers who executed the foregoing instrument and acknowledged that they executed the same as such officers as the free and voluntary deed of such corporation, by its authority, for the uses and purposes therein set forth.

Notary Public \_\_\_\_\_ County, Illinois

My Commission expires \_\_\_\_\_

THIS INSTRUMENT WAS DRAFTED BY Kenneth J. Nannini, 421 Madison Street, Maywood, IL 60153

MORTGAGE

to

ss. No. \_\_\_\_\_

County \_\_\_\_\_

amount was filed for record in the

file of \_\_\_\_\_

said, on the \_\_\_\_\_ day of \_\_\_\_\_

A.D. 19 \_\_\_\_\_

clock \_\_\_\_\_ M., and recorded in

of \_\_\_\_\_

on page \_\_\_\_\_

Recorder.