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Cook County Recorder

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MORTGAGE (ILLINOIS)

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		Above Space for Recorder's Us	ie Only
		11	
THIS INDENTURE, made10/1		19_ <u>98</u> , between	
BEVERLY WHITEHEAD			
3043 EAST 75TH PLACE CHICAGO, 1/LI INO			
herein referred to as "Mortgagors" and	STREET)	(CITY)	(STATE:
DIAMOND HOME	15	$\mathcal{E}_{i,j}$.	
5030 WEST LAWRENCE CHICAGO. ILLINOIS	606.0		
INO. AND	STREET)	(CITY)	ISTATE
herein referred to as "Mortgagee," witnesseth:		· ·	•
THAT WHEREAS the Mortgagors are just Amount Financed ofONE_THOUSAND_SIX	tly indebted to the Mortgages	pursuant to a Retail Installment	
		delivered to the Mortgages in a	DOLLARS nd by which contract the Mortgagors
promise to pay the said Amount Financed to			
Percentage Rate of 32.54 in accordance	with the terms of the Retail	instatiment Contract from time	to time unpaid in48
monthly installments of S 60,00	each, beginning 30	DAYS AFTER COMPLETION	, 19 <u>00</u>
and on the same day of each month thereafter maturity at the Annual Percentage Rate of	, with a final installment of S	60.00	, together with interest after
holders of the contract may, from time to time			
DIAMOND HOME 5030 WEST LAWREN			m, men at the other of me holder at
NOW, THEREFORE, the Mortgagors, to	secure the navment of the sa	id sum in accordance with the te	rms, provisions and limitations of that
Retail Installment Contract and this Mortgage			
performed, do by these presents CONVEY A	ND WARRANT unto the M	ortgagee, and the Mortgaget's	successors and assigns, the following
described Real Estate and all of their estate, ri			TIY OF CHICAGO COUNTY
OFC00K	ANI	O STATE OF ILLINOIS, to wit:	C
			0
Formal Deposits Association - Total Colonia and a Visual	7.6d0 110 (4 d 11(+ 10 C -+ 4)	a ta mai a a dia a mangana a sa
Legal Description: Lot 7 (except the East Addition to South Chicago, being a Subdivis			
herefrom the South 390 feet of the West 25		•	, ,
	in Cook County I		

PERMANENT REAL ESTATE INDEX NUMBER:

21-31-205-016

ADDRESS OF PREMISES:

3043 EAST 75TH PLACE CHICAGO ILLINOIS 60617

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

TOGETHER with all improvements, easements, fixtures, and appurtenances thereto belonging, and all rents, issues and profits

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SMITH ROTHCHILD FINANCIAL CORP., 221 N. Lasalle St., Suite 400, CHICAGO, ILLINOIS 60601

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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 and 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, 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.

MORTGAGOR AND MORTGAGEE COVENANT AND AGREE AS FOLLOWS:

- 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 subording (2) to the lien hereof; (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 Mortgagee or to holder of the contract; (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 and nances 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. Mortgagor shall pay before any princity 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 Mortgagee or to holders of the contract duplicate receipts therefor. To prevent default here in der Mortgagors shall pay in full under protest, in the manner provided by statute, any tax or assessment which Mortagors may desire to contest.
- 3. Mortgagors shall keep all buildings and improvements now and 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 holders of the contract, 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 holder of the contract and in case of insurance about to expire, shall deliver renewal policies not less than ten days prior to the respective dates of expiration.
- 4. In case of default therein. Morgagee or the holder of the contract 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 on title or claim thereof, or redeem from any tax sale or forfeiture, affecting said premises or contest any tax or assessment. All mot eys paid for any of these purposes herein authorized and all expenses paid or incurred in connection therewith, including attorneys' fees, and any other propeys advanced by Mortgagee or the holders of the contract 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. Inaction of Mortgagee or holders of the contract shall never be considered as a waiver of any right accruing to them on account of any default hereunder on the part of the Mortgagors.
- 5. The Mortgagee or the holder of the contract hereby secured making any payment hereby authorized relating to taxes and 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.
- 6. Mortgagors shall pay each item of indebtedness herein mentioned, when due according to the terms hereof. At the option of the holder of the contract, and without notice to the Mortgagors, all unpaid indebtedness secured by the Mortgage shall notwithstanding anything in the contract or in this Mortgage to the contrary, become due and payable (a) in the case of default in making payment of any installment on the contract which default shall continue for 30 days, or (b) when default shall occur and continue for three days in the performance of any other agreement of the Mortgagors herein contained.
- 7. 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 or holder of the contract for attorneys' fees, appraiser's fees, outlays for documentary and expert evidence, stenographgers' 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, guarantee policies. Torrens certificates and similar data and assurances with respect to title as Mortgagee or holder of the contract may deem to be reasonable 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, when paid or incurred by Mortgagee or holder of the contract in connection with (a) any proceeding, including probate and bankruptcy proceedings, to which either of them 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 threatened suit or proceeding which might affect the premises or the security hereof whether or not actually commenced.

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8. The proceeds of any forecle sure the of the pemises shall be distributed and applied in the offlowing 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 contract; third, all other indebtedness, if any, remaining unpaid on the contract, fourth, any overplus to Mortgagors, their heirs, legal representatives or assigns as their rights may appear.

- 9. Upon, or at any time after the filing of a bill to foreclose this mortgage the court in which such bill 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 hereunder 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. should 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.
- 10. No action for the enforcement of the lien or 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 contract hereby secured.
- 11. Mortgagee or the folder of the contract shall have the right to inspect the premises at all reasonable times and access thereto shall be permitted for that purpose.
- 12. If Mortgagors shall sell, assign or transfer any right, title or interest in said premises, or any portion thereof, without the written consent of the holder of the contract secured hereb /. holder shall have the right, at holder's option, to declare all unpaid indebtedness secured by this mortgage

to be inintegratery due an	a payable, anything said contract of this moregage	s to the contrary notwithstanding	•	
WITNESS the hand.	and seal of Mortgagors the day and lear first at	pove written.	••	
0/ 5/ 55	Helville Millelle	(Seal)	(Seal)	
PLEASE PRINT OR	BEVERY) WHITEHE	AD	<u>. </u>	
TYPE NAME(S)				
BELOW	1	(Seal)	(Seal)	
SIGNATURE(S)				
	COOK			
State of Illinois, County o	/I	I, the undersigned, a Notary	Public in and for said County in	
	the State aforesaid, DO HEREBY CERTIFY	that BEUGRLY W	HITCHEAD	
٠,		<i>y</i>		
	ammen			
manufacture of h	" personally known to me to be the same person	where name 25 subse	ribed to the foregoing instrument	
"OF SEAL Maher	personally known to me to be the same person		nibed to the foregoing mattament.	
Rita Maher	at This pain ared before me this day in person, and ack	nowledged thatsi	gned, sealed and delivered the said	
Public, State	April 1:1999	free and valuets at act for	the uses and numerous thereis set	
Notary Public, State Notary Public, State My Commission Expires	personally known to me to be the same person of Illians and acknowledge of the same person, and acknowledge of the same person, and acknowledge of the same person acknowledge of the same person and acknowledge of the same person acknowledge of the sa	ifee and voluntary act, for	the ages and barboses merent ser	
My Commission	forth, including the release and wiaver of the	right of homestead.		
	· ,	day of OCTOBER	19 98	
Given under my hand and	d official seal, this	day or	4	
Commission expires	4-1-,1	9 <u>99</u>	- Maken	
	,		Notary Public	
	ASSIGNMEN	JT		
FOR VALUARIE CONS	SIDERATION, Mortgagee hereby sells, assigns and to			
TOR MEDABLE CONS	DEIGHT 1014, Wortgagee hereby sens, assigns and the	ransiers of the within mortgage	0	
	<u> </u>		<u></u>	
Date	Mortgagee		•	
Date	Morigageo			
	Ву			
D NAME		FOR RECORDERS INDE	X PURPOSES INSERT STREET	
E		-	ESCRIBED PROPERTY HERE	
STREET		3043 EAST 75TH PLACE CH	ICAGO, ILLINOIS 60617(CUST.	
	SMITH ROTHCHILD FINANCIAL CORP.	DIAMOND HOME		
MAILETO	221 N. LaSALLE ST., SUITE 400	This Instrument Was Prepared By		
CHICAGO, ILLINOIS 60601 5030 WEST LAWRENCE CHICAGO		AGO TILITNOTS 60630		
**************************************	OR	(Neme)	(Address)	

(Name)

(Address)

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