

09122135

UNOFFICIAL COPY

MORTGAGE (ILLINOIS)

934 0128 0001 Page 1 of 3  
1999-12-01 14:56:42  
Cook County Recorder 25.50

THIS INDENTURE, made 11-15 19 99, between  
URSULA BAKER  
1321 S. RHODES  
(NO. AND STREET)  
CHICAGO ILLINOIS  
(CITY) (STATE)  
herein referred to as "Mortgagors," and  
**SOUTH CENTRAL BANK & TRUST COMPANY**  
**555 WEST ROOSEVELT ROAD**  
(NO. AND STREET)  
**CHICAGO ILLINOIS 60607**  
(CITY) (STATE)



Above Space For Recorder's Use Only

herein referred to as "Mortgagee," witnesseth:  
THAT WHEREAS the Mortgagors are justly indebted to the Mortgagee upon the Retail Installment Contract dated 10-21 19 99, in the Amount Financed of NINE THOUSAND FIVE HUNDRED AND NO/100 DOLLARS (\$ 9,500.00), payable to the order of and delivered to the Mortgagee, in and by which contract the Mortgagors promise to pay the said Amount Financed together with a Finance Charge on the principal balance of the Amount Financed in accordance with the terms of the Retail Installment Contract from time to time unpaid in 119 monthly installments \$ 130.82 each beginning DECEMBER 30th, 19 99 and a final installment of \$ 130.82, NOVEMBER 30th, 2009, together with interest after maturity at the Annual Percentage Rate stated in the contract, and all of said indebtedness is made payable at such place as the holders of the contract may, from time to time in writing appoint, and in the absence of such appointment, then at the office of the holder at SOUTH CENTRAL BANK & TRUST COMPANY, 555 WEST ROOSEVELT ROAD, CHICAGO ILLINOIS 60607

NOW, THEREFORE, the Mortgagors to secure the payment of the said sum 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, 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 CHICAGO COUNTY OF COOK AND STATE OF ILLINOIS, to wit:

SEE ATTACHED EXHIBIT "A"

25-34-109-022

BATCH 513  
1 of 14

PERMANENT REAL ESTATE INDEX NUMBER:  
ADDRESS OF PREMISES: 1321 S. RHODES CHICAGO ILLINOIS 60627  
PREPARED BY: SUSANNA LEE, 555 W. ROOSEVELT RD., CHICAGO, IL 60607-4991

which, with the property hereinafter described, is referred to herein as the "premises."  
TOGETHER with all improvements, tenements, easements, fixtures, and appurtenances thereto belonging, and all rents, issues and profits 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 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, inador 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 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.

The name of a record owner is: URSULA BAKER  
This mortgage consists of two pages. The covenants, 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.

Witness the hand... and seal... of Mortgagors the day and year first above written.  
PLEASE PRINT OR TYPE NAME(S) BELOW SIGNATURE(S)  
(Seal) URSULA BAKER (Seal)  
(Seal) (Seal)

State of Illinois, County of COOK ss., I, the undersigned, a Notary Public in and for said County

OFFICIAL SEAL  
NOTARY PUBLIC, STATE OF ILLINOIS  
MY COMMISSION EXPIRES 12/31/01  
I, the undersigned, do hereby certify that URSULA BAKER personally known to me to be the same person whose name is subscribed to the forgoing instrument, appeared before me this day in person, and acknowledged that she signed, sealed and delivered the said instrument as her free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

Given under my hand and official seal, this 21st day of October 19 99.  
Commission expires 12/31/01  
Notary Public

UNOFFICIAL COPY

CHICAGO, IL 60627  
13121 S. RHODES  
ADDRESS OF ABOVE DESCRIBED PROPERTY HERE  
FOR RECORDERS INDEX PURPOSES INSERT STREET

INSTRUCTIONS  
Y  
R  
E  
V  
I  
L  
E  
D  
NAME SOUTH CENTRAL BANK & TRUST COMPANY  
STREET 555 WEST ROOSEVELT ROAD  
CITY CHICAGO ILLINOIS 60607

This Instrument Was Prepared By  
SUSANNA LEE, CHICAGO, IL 60607  
(Address)

Date \_\_\_\_\_  
By \_\_\_\_\_ Mortgage

ASSIGNMENT

FOR VALUABLE CONSIDERATION, Mortgagee hereby sells, assigns and transfers the within mortgage to  
due and payable, anything in said premises, or any portion thereof, without the consent of the holder  
of the contract secured hereby, holder shall have the right, at holder's option, to declare all unpaid indebtedness secured by this mortgage to be immediately  
12. If Mortgagee shall sell, assign or transfer any right, title or interest in said premises, or any portion thereof, without the consent of the holder  
purpose.  
11. Mortgagee or the holder of the contract shall have the right to inspect the premises at all reasonable times and access thereto shall be permitted for that  
interposing same in an action at law upon the contract hereby secured.  
10. No action for the enforcement of the lien or any provision hereof shall be subject to any defense which would be good and available to the party  
of such decree, provided such application is made prior to foreclosure sale; (2) the deficiency in case of a sale and deficiency.  
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  
for such appointment may be made either before or after sale without notice, without regard to the solvency or insolvency of Mortgagee at the time of application  
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 Mortgagee, except for the intervention of such receiver, would be entitled 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  
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  
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  
interposing same in an action at law upon the contract hereby secured.  
8. 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 contract; third, all other indebtedness, if any, remaining  
unpaid on the contract; fourth, any surplus to Mortgagee, their heirs, legal representatives or assigns as their right may appear.  
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, appraisers' 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, guarantee policies, Torrens certificates and similar data and assurances with respect to title as Mortgagee or  
holder of the contract 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 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, or (b) preparation 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.  
6. Mortgagee 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 Mortgagee, (a) immediately in the case of default in making payment of any installment on the contract, or (b) when default shall  
occur and continue for three days in the performance of any other agreement of the Mortgagee herein contained.  
5. The Mortgagee or the holder of the contract hereby secured, making any payment hereof authorized relating to taxes and assessments, may do so  
into the validity of any tax, assessment, rate, forfeiture, tax lien or title or claim thereof.  
4. In case of default in the performance of the contract, Mortgagee or the holder of the contract may, but need not, make any payment or perform any act hereinafter required  
of Mortgagee 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, affect-  
ing said premises or contest any tax or assessment. All moneys paid for any of these purposes herein authorized and all expenses paid or incurred in connection  
hereof, shall be so much additional indebtedness secured hereby and shall become immediately due and payable without notice in favor of Mortgagee or holder  
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 Mortgagee.  
3. Mortgagee 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.  
2. Mortgagee shall pay before any general 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 hereunder Mortgagee shall pay in full under protest, in the manner provided by statute, any tax or assessment which Mortgagee  
may desire to contest.  
1. Mortgagee shall 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 mechanism or other liens or claims for lien not expressly  
subordinated 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 ordinance  
respect to the premises and the use thereof; (6) make no material alterations in said premises except as required by law or municipal ordinance.



ADDITIONAL CONVENTIONS, CONDITIONS AND PROVISIONS REFERRED TO ON THE REVERSE SIDE OF THIS MORTGAGE AND INCORPORATED THEREIN BY REFERENCE.

09122135

**UNOFFICIAL COPY**

EXHIBIT "A"

Address of Property: 13121 S. Rhodes, Chicago Cook County

Census Tract: 5401.00

Permanent Real Estate Index Number: 25-34-109-022

Legal Description: Lot 22 in Block 4 in Golden Gate Subdivision being a Subdivision of part of the East 1/2 of the Northwest 1/4 of Section 34, Township 27 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Property of Cook County Clerk's Office