

MORTGAGE  
**UNOFFICIAL COPY**

85277685

cc

THIS INDENTURE WITNESSETH That the undersigned, Celestine Foughters,  
a widow,

of Chicago, County of Cook, State of

Illinois, hereinafter referred to as the Mortgagors, do hereby convey and  
warrant to Edison Credit Union, a  
corporation having an office and place of business at 300 West Adams, Suite  
840, Chicago,

Illinois, hereinafter referred to as the Mortgagee the following real estate  
situate in the County of Cook, State of Illinois, to-wit:

Lot 3 in Block 2 in Kroeber and Fullem's first addition to South Shore Gardens being  
a subdivision of the South East 1/4 of the South East 1/4 of the North East 1/4  
of Section 1, Township 37 North, Range 14 East of the Third Principal Meridian,  
Cook County, Illinois.

Permanent Tax Index No.: 25-01-230-023-0000 M

Commonly known as: 9006 S. Oglesby, Chicago, IL 60617

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TOGETHER with all the buildings and improvements now or hereafter erected  
thereon and all appurtenances, apparatus and fixtures and the rents, issues  
and profits thereof, of every name, nature and kind.

TO HAVE AND TO HOLD the said property unto said Mortgagee forever, for  
the uses and purposes herein set forth, free from all rights and benefits  
under the Homestead Exemption laws of the State of Illinois, which said rights  
and benefits said Mortgagors do hereby release and waive.

This mortgage is given to secure: (1) The payment of a certain indebted-  
ness payable to the order of the Mortgagee, evidenced by the Mortgagors'  
Note of even date herewith in the Principal sum of Eight Thousand Eight Hundred  
and NO /100 dollars (\$8,822.00), together with interest in  
accordance with the terms thereof; (2) Any additional advances made by the  
Mortgagee to the Mortgagors or their successors in title, prior to the  
cancellation of this mortgage, and the payment of any subsequent Note evidencing  
the same, in accordance with the terms thereof.

It is the intention hereof to secure the payment of the total indebtedness  
of the Mortgagors to the Mortgagee within the limits prescribed herein whether  
the entire amount shall have been advanced to the Mortgagors at the date  
hereof or at a later date or having been advanced shall have been paid in  
part and future advances thereafter made. All such future advances so made  
shall be liens and shall be secured by this mortgage equally and to the same  
extent as the amount originally advanced on the security of this mortgage, and  
it is expressly agreed that all such future advances shall be liens on the  
property herein described as of the date hereof.

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THE MORTGAGORS COVENANT: (1) The term "indebtedness" as herein used shall include all sums owed or agreed to be paid to the Mortgagee by the Mortgagors or their successors in title, either under the terms of said Note as originally executed or as modified and amended by any subsequent Note, or under the terms of this mortgage or any supplement thereto or otherwise; (2) To repay to the Mortgagee the indebtedness secured hereby, whether such sums shall have been paid or advanced at the date hereof or at any time hereafter; (3) To pay when due all taxes and assessments levied against said property or any part thereof, and to deliver receipts therefor to the Mortgagee promptly upon demand; (4) To keep the buildings and improvements situated on said property continually insured against fire and such other hazards, in such amount and with such carrier as the Mortgagee shall approve, with loss payable to the Mortgagee as interest may appear; (5) Neither to commit nor to suffer any strip, waste, impairment or deterioration of the mortgaged premises or any part thereof, and to maintain the mortgaged premises in good condition and repair; (6) To comply with all applicable laws, ordinances, rules and regulations of any nation, state or municipality, and neither to use nor to permit the property to be used for any unlawful purpose; (7) To keep the mortgaged premises free from liens superior to the lien of this mortgage, except as aforesaid, and to pay when due any indebtedness which may be secured by lien or charges on the premises superior to the lien hereof; (8) That no sale or conveyance of said property will be made without the prior written consent of the Mortgagee; (9) That time is of the essence of this mortgage and of the Note secured hereby and no waiver of any right or obligation hereunder or of the obligation secured hereby shall at any time thereafter be held to be a waiver of the terms hereof, or of any note secured hereby, and that the lien of this mortgage shall remain in full force and effect during any postponement or extension of the time of payment of the indebtedness or any part thereof secured hereby; (10) That in the event the ownership of the mortgaged premises or any part thereof becomes vested in a person or persons other than the Mortgagors, the Mortgagee may without notice to the Mortgagors deal with such successor or successors in interest with reference to this mortgage and the indebtedness hereby secured in the same manner as with the Mortgagors; (11) That upon the commencement of any foreclosure proceeding hereto the court in which such suit is filed may at any time, either before or after sale and without notice to the Mortgagors, appoint a receiver with power to manage, rent and collect the rents, issues and profits of said premises during the pendency of such foreclosure suit and the statutory period of redemption, and such rents, issues and profits, when collected either before or after any foreclosure sale, may be applied toward the payment of the indebtedness or any deficiency decree, costs, taxes, insurance or other items necessary for the protection and preservation of the property, including the expenses of such receivership; and upon foreclosure and sale of said premises there shall first be paid out of the proceeds of such sale a reasonable sum for plaintiff's attorney's fees, and all expenses of advertising, selling and conveying said premises, all sums advanced for court costs, any taxes or other liens or assessments or title costs, master's fees and costs of procuring or completing an abstract of title, title guaranty policy or Torrens Certificate showing the complete title

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MAR 20  
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& H Co Sale  
Chicago Ill



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of said premises, including the foreclosure decree and Certificate of Sale; there shall next be paid the indebtedness secured hereby, and finally the overplus, if any, shall be returned to the Mortgagors. The purchaser at said sale shall have no duty to see to the application of the purchase money.

If there be only one mortgagor, all plural words herein referring to Mortgagors shall be construed in the singular.

IN WITNESS WHEREOF the Mortgagors have hereunto set their hands and seals this 5th day of November A.D. 1985.

Celestine Dougherty (SEAL)  
Celestine Dougherty *erty*

\_\_\_\_\_  
(SEAL)

\_\_\_\_\_  
(SEAL)

STATE OF ILLINOIS )

ss:

### ACKNOWLEDGMENT

COUNTY OF WILL )

I, a Notary Public, in and for the said county in the state aforesaid do hereby certify that Celestine Dougherty, a widow, personally known to me to be the same person whose name is subscribed to the foregoing instrument appeared before me this day in person and acknowledged that she signed, sealed and delivered the said instrument as her own 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 Notarial Seal this 5th day of November A.D. 1985.

85277685



Mary Protopapas  
NOTARY PUBLIC

This instrument prepared by:

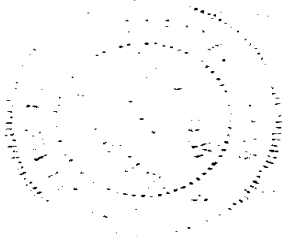
Richard A. Kameron  
2 N. LaSalle Street - 2207  
Chicago, IL 60602  
(312) 853-3592

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Kawaguchi & Associates  
2 W La Salle  
Chicago IL