

UNOFFICIAL COPY

MORTGAGE

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THIS INDENTURE WITNESSETH: That the undersigned

BOBBY L. DODD AND RITA M. DODD, HIS WIFE

of the **City of Chicago** County of **Cook** State of **Illinois**,
hereinafter referred to as the Mortgagor, does hereby Mortgage and Warrant to

DAMEN SAVINGS AND LOAN ASSOCIATION

a corporation organized and existing under the laws of the State of Illinois, hereinafter referred to as the Mortgagee, the following real estate, situated in the County of **Cook** in the State of Illinois, to wit:

Lot 1 in the Resubdivision of Lot 111 in Frederick H. Bartlett's 48th Avenue Subdivision of Lot A (except Railroad) in Circuit Court Partition of the South $\frac{1}{2}$ of that part of the North West $\frac{1}{4}$ lying South of Illinois Michigan Canal in Section 3, Township 38 North, Range 13 East of the Third Principal Meridian, in Cook County, Illinois.

4411 South Keating, Chicago, Illinois 60632
Permanent Index # 12-03-905-016 *pp*

COOK COUNTY, ILLINOIS
RECORD

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TOGETHER with all buildings, improvements, fixtures or appurtenances now or hereafter erected thereon, including all apparatus, equipment, fixtures or articles, whether in single units or centrally controlled, used to supply heat, gas, air conditioning, water, light, power, refrigeration, ventilation or otherwise and any other thing now or hereafter therein or thereon the furnishing of which by lessors to lessees is customary or appropriate, including screens, window shades, storm doors and windows, floor coverings, screen doors, venetian blinds, in-a-drawer beds, earnings, stoves and water heaters (all of which are declared to be a part of said real estate whether physically attached thereto or not); and also together with all easements and the rents, issues and profits of said premises which are hereby platted, assigned, transferred and set over unto the Mortgagor.

TO HAVE AND TO HOLD all of said property unto said Mortgagor forever, for the uses 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 Mortgagor does hereby release and waive.

TO SECURE the payment of a certain indebtedness from the Mortgagor to the Mortgagee evidenced by a note made by the Mortgagor in favor of the Mortgagee, bearing even date herewith in the sum of **THIRTY FOUR THOUSAND EIGHT HUNDRED SEVENTY FIVE AND NO/100 DOLLARS (\$34,875.00)**, which note, together with interest thereon as provided by said note, is payable in monthly installments of **FIVE HUNDRED FIFTEEN AND 60/100 or more DOLLARS (\$515.60 or more)**,

on the **1st** day of each month, commencing with **January 1, 1986** until the entire sum is paid.

It is further agreed and understood by and between the parties hereto that should the above described real estate, at any time hereafter, be sold or title thereto transferred by deed of conveyance or by operation of law, then the amount of principal balance then remaining due secured by this mortgage shall become immediately due and payable at any time hereafter, at the option of the owner or holder of this mortgage. Acceptance of any monthly installment payments on account of said obligation by the owner or holder of this mortgage shall not, in any way, constitute a waiver by the owner or holder of this option to accelerate the payment of the entire obligation secured by this mortgage.

To secure performance of the other agreements in said note, which are hereby incorporated herein and made a part hereof, and which provide, among other things, for an additional monthly payment of one-twelfth (1/12th) of the estimated annual taxes, assessments, insurance premiums and other charges upon the mortgaged premises. And to secure possible future advances as hereinafter provided and to secure the performance of the Mortgagor's covenants herein contained.

A. THE MORTGAGOR COVENANTS:

(1) To pay immediately when due and payable all general taxes, special taxes, special assessments, water charges, sewer service charges and other taxes and charges against said property, including those heretofore due, the monthly payments provided by said note in anticipation of such taxes and charges to be applied thereto, and to furnish the Mortgagor, upon request, with the original or duplicate receipts therefor.

(2) To keep the improvements now or hereafter situated upon said premises insured against loss or damage by fire, lightning, windstorm and such other hazards, including liability under laws relating to intoxicating liquors and including hazards not now contemplated, as the Mortgagor may reasonably require to be insured against, under policies providing for payment by the insurance companies of monies sufficient either to pay the cost of replacing or repairing the same or to pay in full the indebtedness secured hereby, in such companies, through such agents or brokers, and in such form as shall be satisfactory to the Mortgagor. Such insurance policies, including additional and renewal policies, shall be delivered to and kept by the Mortgagor and shall contain a clause satisfactory to the Mortgagor making them payable to the Mortgagor as its interest may appear.

(3) To promptly repair, restore or rebuild any buildings or improvements now or hereafter on the premises which may become damaged or destroyed; to keep said premises in good condition and repair, and free from any mechanic's or other lien or claim of lien not expressly subordinated to the lien hereof; not to suffer or permit any unlawful use of or any nuisance to exist on said property nor to diminish nor impair its value by any act or omission to act; to comply with all requirements of law with respect to the mortgaged premises and the use thereof;

(4) That if the Mortgagor shall procure contracts of insurance upon his life and disability insurance for loss of time by accidental injury or sickness, or either such contract, making the Mortgagor assignee thereunder, the Mortgagor may pay the premiums for such insurance and add said payments to the principal indebtedness secured by this mortgage to be repaid in the same manner and without changing the amount of the monthly payments, unless such change is by mutual consent.

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Loan No....Dk...2979-9....

MORTGAGE

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M. DUD, HIS WIFE

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SAVINGS AND LOAN
ASSOCIATION

COPY

DAMEN SAVINGS and LOAN ASSOCIATION
5100 South Damen Avenue
Chicago, Illinois 60609

BW 333 BOX 333-WJ

Damen Savings and Loan Association
5100 South Damen Avenue, Chicago, IL

This instrument was prepared by:
Lauria Ortho

NY Commission Expires February 14, 1988

Digitized by srujanika@gmail.com

GIVEN under my hand and Notarized Seal this 25th day of November A.D. 19

111A N. 5000, THIS WAS
PERSONALLY KNOWN TO ME TO BE THE SAME PERSON(S) WHOSE NAME(S) MENTIONED SUBSCRIBED TO THE FOREGOING INSTRUMENT, APPENDED
BEFORE ME THIS DAY IN PERSON AND ACKNOWLEDGED THAT THEY
SIGNED, SEALED AND DELIVERED THE SIGNED INSTRUMENT AS
THEIR FREE AND VOLUNTARY ACT, FOR THE USES AND PURPOSES HEREIN SET FORTH, INCLUDING THE RELEASE AND WAIVER
OF THE RIGHTS OF HOMESTEAD.

DO HEREBY CERTIFY that BERRY L. DODD, A.I.D., C. SCHNEIDER U. S. NAVY, a Notary Public in and for said County, in the State aforesaid,

STATE OF ILLINOIS COUNTY OF COOK }

(SEAL) *John H. Gandy* (SEAL)

IN WITNESS WHEREOF, the undersigned have executed this instrument as of the date set forth below and sealed this _____ day of _____, _____.

(2) That it is the intent hereof to secure payment of said note whenever the entire amount shall have been paid in full and interest accrued thereon up to the date of principal payment or at a later date if so agreed by the parties hereto.

B. MORTGAGE FURTHER COVENANTS: