

# UNOFFICIAL COPY

(SEAL)

(SEAL)

Witness the hand of \_\_\_\_\_ and seal of \_\_\_\_\_ of the Mortgages this 8th day of NOV. A.D. 19 85

If in this mortgage the Mortgagee is or includes persons other than Borrower, then Borrower only is primarily liable for payment of the promissory note and Mortgage is liable and bound by all other terms, conditions, covenants and agreements contained in this mortgage, including but not limited to the right of and power of Mortgagee to foreclose on this mortgage in the event of default.

Mortgage recorded in Book \_\_\_\_\_ Page \_\_\_\_\_ County \_\_\_\_\_

Mortgagee warrants that Mortgagee seized of said premises in fee simple and has the right to convey the same in fee simple and said premises are free from any encumbrances other than:

premises with power to collect the rents, issues and profits of the said premises; and without notice to the said Mortgagee(s), or to any party claiming under said Mortgagee(s), appoint a receiver to take possession or charge of said premises; and for the heirs, executors, administrators and assigns of said Mortgagee(s) waives all right to the possession of, and income from, said premises pending such foreclosure proceedings, and agrees that upon the filing of any bill to foreclose this mortgage, the court in which such bill is filed, may at once render in such foreclosure proceedings; whether decree of sale shall have been entered or not, shall not be dismissed, nor a release given, until all such expenses and disbursements, and costs of suit, including solicitor's fees have been paid. The Mortgagee(s) for said Mortgagee(s) by any suit or proceeding wherein the Mortgagee or any holder of any part of said indebtedness as such, may be a party, shall also be paid by the Mortgagee(s) the whole title of said premises embracing foreclosure decree—shall be paid by the Mortgagee(s); and the like expenses and disbursements, occasioned hereof— including reasonable solicitor's fees, outlays for documentary evidence, stenographer's charges, cost of preparing or completing abstract showing the rate of interest then prevailing under the above-described Promissory Note or the highest rate of interest provided by express terms of the mortgage hereof; or by suit in law, or both, the same as if all of said indebtedness had then matured by express terms of the mortgage.

In the event of a breach of any of the aforesaid covenants or agreements the whole of said indebtedness, including principal and all earned interest, shall, at the option of the legal holder thereof, without notice, become immediately due and payable, and with interest thereon, from time of such breach. In the event of any of that insurance or to apply any retained premiums to the unpaid balance, if not prohibited in law. If any insurance coverage is obtained at Mortgagee's office, upon Borrower's default, Mortgagee hereby gives to Mortgagee the right without demand, and the same with interest thereon from the date of payment at seven per cent, per annum, shall be so such additional indebtedness secured hereby. If any prior encumbrances and the interest thereon from time to time; and all money so paid, the Mortgagee(s) agrees to repay immediately premises or pay all prior encumbrances and the interest thereon from time to time; and all money so paid, the Mortgagee(s) agrees to repay immediately holder of said indebtedness, may procure such insurance, or pay such taxes or assessments, or discharge or pay, or cause any tax lien or the affecting said In the event of failure to so insure, or pay taxes or assessments, or the prior encumbrances of the mortgage, thereon when due, the Mortgagee or the and transfers, as outlined by the Federal Home Loan Bank Board at 12 C.F.R., Section 591.5, as amended, do not require Mortgagee's prior written consent, amount and accrued interest due and payable in once provided, however, that if Mortgagee(s) now occurs or will occur, or will occupy the property, certain sales through sale by installment contract, without Mortgagee's prior written consent, or Mortgagee can, in Mortgagee's option, declare the entire principal or times when the same shall become due and payable; and (6) that Mortgagee(s) shall not sell or otherwise dispose of any interest therein, including be let and remain with the said Mortgagee until the indebtedness is fully paid; and to pay all prior encumbrances, and the interest thereon, at the time attached payable first, to any prior Mortgagee, if any; and, second, to the Mortgagee above named as their interests may appear, which policies shall hereon, who is hereby authorized to place such insurance in companies acceptable to the holder of the first mortgage indebtedness, if any, with loss clause shall not be committed or suffered; (5) to keep all buildings now or at any time on said premises insured in companies to be selected by the Mortgagee five in each year, all taxes and assessments against said premises, and on demand to exhibit receipts therefor; (3) within sixty days after destruction or damage to or restore all buildings or improvements on said premises that may have been destroyed or damaged; (4) that waste to said premises of the initial transaction and evidence the refinancing or advancing of additional sums of money to Mortgagee(s); (2) to pay prior to the first day of according to any agreement extending time of payment, or in accord with the terms of any subsequently executed notes, which shall be a continuation of the Mortgagee(s) covenants and agrees as follows: (1) To pay said indebtedness, and the interest thereon, as herein and in said note provided, or of the state of Illinois, and all right to retain possession of said premises after a default or breach of any of the covenants or agreements herein contained. The Mortgagee(s) hereby releasing and waiving all rights under and by virtue of the Homestead Exemption Laws

situated in the County above in the State indicated above, hereby releasing and waiving all rights under and by virtue of the Homestead Exemption Laws of the state of Illinois, and all right to retain possession of said premises after a default or breach of any of the covenants or agreements herein contained. The Mortgagee(s) covenants and agrees as follows: (1) To pay said indebtedness, and the interest thereon, as herein and in said note provided, or according to any agreement extending time of payment, or in accord with the terms of any subsequently executed notes, which shall be a continuation of the Mortgagee(s) covenants and agrees as follows: (1) To pay said indebtedness, and the interest thereon, as herein and in said note provided, or five in each year, all taxes and assessments against said premises, and on demand to exhibit receipts therefor; (3) within sixty days after destruction or damage to or restore all buildings or improvements on said premises that may have been destroyed or damaged; (4) that waste to said premises shall not be committed or suffered; (5) to keep all buildings now or at any time on said premises insured in companies to be selected by the Mortgagee hereon, who is hereby authorized to place such insurance in companies acceptable to the holder of the first mortgage indebtedness, if any, with loss clause attached payable first, to any prior Mortgagee, if any; and, second, to the Mortgagee above named as their interests may appear, which policies shall be let and remain with the said Mortgagee until the indebtedness is fully paid; and to pay all prior encumbrances, and the interest thereon, at the time or times when the same shall become due and payable; and (6) that Mortgagee(s) shall not sell or otherwise dispose of any interest therein, including through sale by installment contract, without Mortgagee's prior written consent, or Mortgagee can, in Mortgagee's option, declare the entire principal amount and accrued interest due and payable in once provided, however, that if Mortgagee(s) now occurs or will occur, or will occupy the property, certain sales and transfers, as outlined by the Federal Home Loan Bank Board at 12 C.F.R., Section 591.5, as amended, do not require Mortgagee's prior written consent, In the event of failure to so insure, or pay taxes or assessments, or the prior encumbrances of the mortgage, thereon when due, the Mortgagee or the holder of said indebtedness, may procure such insurance, or pay such taxes or assessments, or discharge or pay, or cause any tax lien or the affecting said premises or pay all prior encumbrances and the interest thereon from time to time; and all money so paid, the Mortgagee(s) agrees to repay immediately secured hereby. If any insurance coverage is obtained at Mortgagee's office, upon Borrower's default, Mortgagee hereby gives to Mortgagee the right to cancel part or all of that insurance or to apply any retained premiums to the unpaid balance, if not prohibited in law. In the event of a breach of any of the aforesaid covenants or agreements the whole of said indebtedness, including principal and all earned interest, shall, at the option of the legal holder thereof, without notice, become immediately due and payable, and with interest thereon, from time of such breach. In the event of any of that insurance or to apply any retained premiums to the unpaid balance, if not prohibited in law.

THIS MORTGAGE ALSO SECURES FUTURE ADVANCES AS PROVIDED HEREIN. THIS INDENTURE, WITNESSETH, THAT the Mortgagee, above named, of the above named address in the County and State above indicated Mortgage and with reference to the Mortgagee named in print above, to secure the payment of one certain Promissory Note executed by Darnell and Bertha Johnson named in print above, the following described real estate, to wit:

First Four Digits	First Four Digits	Loan Number	Date of Loan Start	Monthly Payments	Term of Mortgage	Rate Ann. at Loan
12/13/85	13th	06842540	11/8/85	180	457.68	31916.61

Commercial Credit Loans Inc. 679 N. Cass Avenue Westmont, IL. 60559

Chicago, IL. 60651 Cook County, Illinois

REAL ESTATE MORTGAGE (Prepage in Triplicat) 5 2 8 8 6 6 MORTGAGOR (Names and Addresses) MORTGAGEE

099282660



11.00E

# UNOFFICIAL COPY

-85-282660

Property of Cook County Clerk's Office

14 NOV 85 2: 15

11.00 NOV-14-85 5 6 9 3 2 8 5 2 8 2 6 6 0 A -- Rec

ORIGINAL-RECORDING      DUPLICATE-OFFICE      TRIPPLICATE-CUSTOMERS

This instrument was prepared by P. Alvarado 679 N. Cass Ave. Westmont, IL 60559

GIVEN under my hand and notary seal, this 8th day of Nov, A.D. 19 85

their free and voluntary act, for the uses and purposes therein set forth, including the release the waiver of the right of

personally known to me to be same person S whose name S signed, sealed and delivered the said instrument as

State aforesaid, DO HEREBY CERTIFY, That Darnell Johnson and Bertha Johnson foregoing

in and for said County, in the

STATE OF Illinois County of Cook ss. Laura L. Burke

Notary Public in and for the State of Illinois