

UNOFFICIAL COPY

MORTGAGE, made this 24th day of May, 1985, by and between KATHLEEN NEWMAN, hereinafter called mortgagor, and ITT Thorp Corporation, hereinafter called mortgagee, of 1136 Countryside, Hanover Park, Illinois 60103

hereinafter (whether one or more in number) called mortgagor, and ITT Thorp Corporation, a Delaware Corporation, qualified to do business in Illinois, having its Executive Offices at Minneapolis, Minnesota, hereinafter called mortgagee:

WITNESSETH, That mortgagor, in consideration of a loan from mortgagee evidenced by a Note bearing even date herewith in the amount of \$ 7203.20, including interest calculated at an annual percentage rate of * and pursuant to which the final maturity due date is June 1, 1988, does by these presents mortgage and warrant unto mortgagee, forever, the following described real estate located in Cook County, State of Illinois, hereby releasing and waiving all rights under and by virtue of the homestead exemption laws of Illinois, to wit:

Lot 8, Block 30, in Hanover Highlands Unit Number 4, except the following described part thereof: That part of Lot 8 lying Westerly of a line drawn from a point in the Northerly line of said Lot, 32.48 feet easterly of the Northwest corner thereof to a point in the Southerly line of said lot, 33.48 feet Easterly of the Southwest corner thereof in the Village of Hanover Park, in Cook County, Illinois, a subdivision of part of the Northeast 1/4 of Section 31, and the Southeast 1/4 of Section 30, Township 41 North, Range 10, East of the Third Principal Meridian, according to Plat thereof registered in the Office of the Registrar of Titles of Cook County, Illinois on December 18, 1964 as Document 2187451.

15 21 98 100 82

*Pursuant to Note of even date herewith.

-86-500350

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THIS IS A JUNIOR MORTGAGE

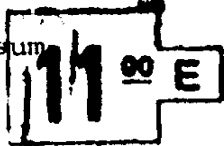
Together with all buildings and improvements now or hereafter erected thereon and the rents, issues and profits thereof, and all screens, awnings, shades, storms, sash and blinds, and all heating, lighting, plumbing, gas, electric, ventilating, refrigerating and air-conditioning equipment used in connection therewith, all of which, for the purpose of this mortgage, shall be deemed fixtures and subject to the lien hereof, and the hereditaments and appurtenances pertaining to the property above described, all of which is referred to hereinafter as the "premises" or the "mortgaged premises."

TO HAVE AND TO HOLD the premises unto mortgagee, its successors and assigns, forever, for the purposes, and upon the conditions and uses herein set forth.

The mortgagor hereby covenants that the mortgagor is seized of a good title to the mortgaged premises in fee simple, free and clear of all liens and incumbrances, except as follows:

Mortgage to National Homes Acceptance Corporation of Lafayette, Indiana, recorded December 27, 1978, in the principal sum of \$51,700.00, assigned to Federal National Mortgage Association.

Mortgage to Bankers Life recorded August 7, 1973 in the principal sum of \$44,000.00.



and the mortgagor will forever warrant and defend the same to the mortgagee against all claims whatsoever.

PROVIDED ALWAYS, and these presents are upon this express condition, that if the mortgagor shall pay or cause to be paid to the mortgagee the indebtedness as expressed in the above described Note secured hereby according to the terms thereof and all renewals and extensions thereof, and all other present and future indebtedness of mortgagor to mortgagee (except subsequent consumer credit sales and direct loans made pursuant to the Illinois Consumer Finance Act), all of such indebtedness being herein collectively referred to as the "indebtedness hereby secured," and shall make all other payments and perform all other terms, conditions, covenants, warranties and promises herein contained, then these presents shall cease and be void.

The mortgagor covenants with the mortgagee that the interests of the mortgagor and of the mortgagee in the premises shall be assessed for taxation and taxed together, without separate valuation, and to pay before they become delinquent all taxes and assessments now or hereafter assessed or levied against this mortgage or the indebtedness hereby secured and on the premises described in this mortgage, including every mortgage interest which this mortgage may have or be deemed to have in such premises by reason of this mortgage, and to deliver to the mortgagee or the mortgagee's representative on demand receipts showing the due payment thereof, hereby waiving and releasing all rights of offset or deduction against the indebtedness secured by this mortgage because of the payment of such taxes or assessments.

The mortgagor further covenants with the mortgagee to keep the mortgaged premises insured for fire and extended coverage for the full insurable value thereof, to pay the premiums thereon when due and to comply with coinsurance provisions, if any, in insurance companies approved by the mortgagee, with loss payable to the mortgagee as its interest may appear. All policies covering the mortgaged premises shall be deposited with and held by the mortgagee. Loss proceeds, less expenses of collection, shall, at the mortgagee's option, be applied on the indebtedness hereby secured, whether due or not, or to the restoration of the mortgaged premises.

The mortgagor further covenants with the mortgagee: (1) to pay the indebtedness hereby secured; (2) to keep the mortgaged premises in good tenable condition and repair; (3) to keep the mortgaged premises free from liens superior to the lien of this mortgage; (4) not to commit waste nor suffer waste to be committed on the mortgaged premises; and (5) not to do any act which shall impair the value of the mortgaged premises.

In case any such taxes or assessments remain unpaid after they become delinquent, or in case of failure to keep the mortgaged premises as insured, these taxes or assessments deposited, or the insurance premiums paid, or to keep the same in good condition and repair, free from liens and encumbrances, the mortgagee may on its part cure such defaults and all sums advanced for that purpose shall immediately be repaid to the mortgagee, and shall, unless so repaid, be added to and deemed part of the indebtedness secured hereby, bear interest at the rate of 8% per annum, and form a lien upon the real estate described herein.

Upon the non-performance of any of the terms, conditions, covenants, warranties, or promises by the mortgagor contained herein, in whole or in part, any other evidence of an indebtedness secured hereby, said Note and all indebtedness hereby secured shall, at the option of the mortgagee, and without further notice or demand, become immediately due and payable.

Mortgagee hereby waives all rights to the possession of and income from the mortgaged premises for the period following commencement of any foreclosure proceedings to close this mortgage through expiration of any redemption period. Mortgagee further agrees that upon commencement of any such proceedings to close this mortgage, the court may appoint a receiver of the mortgaged premises, including homestead interest, and may enjoin the mortgagor from any act which would tend to dissipate or otherwise prejudice the mortgaged premises, and may order such rents, issues and profits of said premises during the period of such receivership to be paid to the receiver, and may order such rents, issues and profits when so collected, to be applied to the payment of the receiver's expenses, including expenses incurred for necessary repairs, for the payment of insurance premiums, taxes and assessments, and for commissions due the receiver, with the balance thereof being paid to the person entitled to a deed under the certificate of sale or in reduction of the redemption money if said premises be redeemed as prescribed by law.

