## UNOFFICIAL COPY 86335268

## MORTGAGE

MORTGAGE, made this 11th day of November . 19 86, between BOWARD I. UNGER. MATTIES TO BONNIE JEAN UNGER 1756 W. Olive, Chicago, Illinois 60660 d/b/a ITT FINANCIAL SERVICES hereinafter (whether one or more in number) called mortgagor, and AEINA FINANE (IMEANY, a. Delaware business in Illinois, having its Executive Offices at Minnespolis, Minnespota, hereinafter called mortgages: Corporation, qualified to do

WITNESSETH, That mortgagor, in consideration of a loan from mortgagee evidenced by a Note bearing even date herewith in the amount of \$  $\frac{41}{1000}$ ,  $\frac{100}{100}$ , including interest calculated at an annual percentage rate of  $\frac{4}{1000}$ % and pursuant to which the final maturity due date is  $\frac{11-17-96}{1000}$ , does by these presents mortgage and warrant unto mortgages, forever, \_\_\_\_, does by these presents mortgage and warrant unto mortgages, forever, maturity due date is 11-17-90 , does by these presents mortgage and warrant unto mortgages, 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: 1 gg (kux: itax) in the Note executed on this date.

Lot 10 in Becker's Addition to Chicago, being a subdivision of that part of the South East Quarter of the South East Quarter of Section 6, Township 40 North, Range 14, East of the Third Principal Meridian, described as follows: Commencing at a point on the South line of said Section 6 fifty two and three tenths (52.3) rods West of the South East corner of section; thence West along the South line four hundred sixty six and five tenths (466.5) feet, more or less, to a point thirty eight and one half feet East of the center line of railroad; thence North five hundred ten feet, more or less; thence East four hundred sixty six and one half feet, more or less; thence South to place of beginning in Cook County, Illinois

14-06-407-035 W.S

DEPT-01 RECORDING \$11 00 T#3333 TRAN 2250 11/13/86 14:21:00 COOK COUNTY RECORDER

0x Co04 Together with all buildings and improvements now or hereafter eracted thereon and the rents, issues and profits thereof, and all screens, awnings, shades, storms, each and blinds, and all heating, lighting, plumbing, gas, electric, ventilating, refrigerating and alreconditioning 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 prope ty above described, all of which is referred to hereinafter as the "premises" or the "mortgaged premises."

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

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

and the mortgagor will forever warrant and defend the same to the mortgages against all claims whater

PROVIDED ALWAYS, and these presents are upon this surress condition, that if the mortgager shall play at cause to be paid to the mortgages the indebtedness as expressed in the above described Note secured hereby according to the terms thereof and all other present and future indebtedness of mortgager to mortgages (except subsequent consumer credit sales and direct loans made pursuant to the Illinois Consumer Finance Act), all of such indebtedness being herein collectivity referred to as the "indebtedness hereby secured," and shall make all other payments and perform all other terms, conditions, covinants, warranties and promises herein contained, then these presents shall cause and be void.

The mortgagor covenants with the mortgages that the interests of the mortgagor and of the mortgages 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 mortgages or the mortgages's representative on demand receipts showing the dus 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. or assessments.

The mortgager further covenants with the mortgages 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 mortgages, with loss payable to the mortgages as its interest may appear. All policies covering the mortgaged premises shall be deposited with and held by the mortgages. Loss proceeds, less expenses of collection, shall, at the mortgages's option, be applied on the indabtedness hereby secured, whether due or not, or to the restoration of the mortgaged premises.

The mortgagor further covenants with the mortgages: (1) to pay the indebtedness bereby secured; (2) to keep the mortgaged premises in good tenantable 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 art 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 so insured, the approved policies deposited, or the insurance premiums paid, or to keep the same in good condition and repair, free from liens and waste, the mortgages may on its part cure such defaults and all sums advanced for that purpose shall immediately be repaid to the mortgages 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 breach or non-performance of any of the terms, conditions, covenants, warranties, or promises by the mortgagor contained herein, in said Note or any other evidence of an indebtedness secured hereby, said Note and all indebtedness hereby secured shall, at the option of the mortgages and without further notice or demand, become immediately due and payable.

Mortgager hereby waives all rights to the possession of and income from the mortgaged premises for the period following commencement of any action to foreclose this mortgage through expiration of any redemption period. Mortgager further agrees that upon commencement of an action to foreclose this mortgage through expiration of any redemption period. Mortgaged premises, including homested interest, and may empower the receiver to preserve and maintain the mortgaged premises and to collect the rents, issues and profits of said premises during the pendency of said action and until expiration of any redemption period, and may order such rents, issues and profits when so collected, to be applied first to the receivership 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.

Mortgagor agrees to pay all arched ind. it hard most [raid of progreed in both of mortarges in connection with the fereclosure hereof including, without limitation reachable a terrapy loss, abstracting or little insurance for documentary evidence and all similar expenses or disbursements. All such expenses and ordered in such forcelesure proceeding. If mortgagor is an Illinois corporation or a fereign corporation licensed to do business in the State of Illinois, murtgagor bereby waives any and all rights of redemption from sale under any order or desires of fereignure of this mortgage fully, on behalf of the mortgagor and, to the extent permitted by law, on behalf of every person or party acquiring any interest in or title to the mortgaged premises subsequent to the date of this mortgage.	
All terms, conditions, covenants, warranties and promises hereis and assigns of the mortgager and shall inure to the benefit of the mere prohibited by law shall be ineffective only to the extent of so The mertgages shall be subregated to the lien of any and all prior codes of the indebtedness hereby secured, and even though said prior hareby accuracy shall be secured by such liens on the portions of said pri	r incumbrance, liens of charges paid and discharged from the pro- liens have been released of record, the repayment of the indebtedance remises affected thereby to the axient of such payments, respectively.
IN WITNESS WHEREOF, this mertgage has been executed and Signed and scaled in the presence of:	d delivered this 1177 day of November 1886.  MORTGAGOR(S):
~ 1.1160	0 1.1 21
A John State of the State of th	Change Clary (Seal)
fand C. Tr. de	EDWARD 1. UNGER
	Bonny Jean Unger (Sas)
	BONNIE JEAN UNGER
	(type name) (Seci)
C.	(type name)
9	(***)
Ox	(type name)
ETATE OF ILLINOIS )	HOWLEDGEMENT
) 46.	
Personally same before me this 11th lay of Novem	nber . 19 86 , the above named
Edward L. linger and Bonnie Jean linger to me known to be the person(s) who executed the foregoing instrument and auknowledged the same as his (her or their) free and voluntary art; for the uses and purposes therein set forth.	
	De Call
	My Commission expires businesses property 31 1980
CORPORATE ACEN	YOWLEDGEN ENT
STATE OF ILLINOIS	
County of	
Paysonally same before me thisday of	President, and
corporation, to be known to be such persons and officers who axes the adme as such officers as the free and voluntary deed of such corpo	
the adies as such officers as the free and voluntary deed of such corpo	iration, by its authority, for the we ded purposes therein out forth.
<u>-</u>	
4	Notary Public, County, Illinois
`	My Commission expires
THIS INSTRUMENT WAS DRAFTED BY KENNETH J. NANNIN	1. ATTORNEY, 1815 S. Wolf Road, Suite D. Hillside, 1111nois 60162
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