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# UNOFFICIAL COPY

R6018

MORTGAGE 86 10 23 15  
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This Mortgage made this 23rd day of January 19 86 between Essie Brown, a widow and Ernestine Janison a spinster (herein the "Mortgagor") and American Funding Ltd., a New Jersey Ltd. Partnership and its successors and assigns (hereinafter the "Mortgagee")

## RECITALS

WHEREAS Mortgagor is indebted to Mortgagee in the sum of Thirty-Two Thousand Three Hundred Sixty-Two and 20/100

(32,362.20) Dollars including interest thereon as evidenced by a Promissory Note of even date herewith made by Mortgagor (the "Note") and payable in accordance with the terms and conditions stated therein.

NOW, THEREFORE Mortgagor, in consideration of the aforesaid sum and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, to secure payment thereof and of all other sums required by the terms of said Note or of this Mortgage to be paid by Mortgagor and to secure the performance of the terms, covenants and conditions herein or in the Note contained and to secure the prompt payment of any sums due under any renewal, extension or change in said Note or of any Note given in substitution thereof, which renewal, extension, change, or substitution shall not impair in any manner the validity or priority of this Mortgage does hereby grant, convey, warrant, sell and assign to Mortgagee, its successors and assigns all

of the following real estate situated in Cook County Illinois to wit

The South 8 feet of Lot 11 and the North 16 feet of Lot 12 in Block 4 in Stork's Subdivision of Auburn in the West 1/2 of the southwest 1/4 of Section 28, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois

Permanent Index No.: 20-28-321-028

Commonly known as: 7842 S. Emerald, Chicago, IL 60621

Property of Cook County Clerk's Office

86047385

Together with all improvements, tenements, hereditaments, easements, and appurtenances thereto belonging or pertaining and all equipment and fixtures now or hereafter situated thereon or used in connection therewith whether or not physically attached thereto To have and to hold the premises unto Mortgagee, its successors and assigns, forever for the purposes and 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 Mortgagor does hereby expressly release and waive.

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(Seal)

(Seal)

*ELMO CLINE JOHNSON*  
*ESTATE BROWN*  
*ESTATE OF J. W. BROWN*

IN WITNESS WHEREOF the Mortgagor and each of them has hereunto set his hand and seal the day and year first above written

16 Upon full payment of all sums secured hereby, Mortgagee shall execute and deliver to Mortgagor a release of this mortgage and all persons liable for the payment of the mortgage or any part thereof, whether or not such persons shall have executed the Note or this mortgage.

15 Any notice required or permitted by the provisions of this mortgage or by law, shall be sufficiently given if sent by certified mail first class postage prepaid to the address of the respective parties set forth below.

14 The remedy or right of Mortgagee shall be exclusive, but shall be in addition to every other right or remedy herein conferred or hereafter conferred by law. Each and every right, power and remedy may be exercised or enforced currently. No delay in any exercise of any Mortgagee's right hereunder shall preclude the subsequent exercise thereof as a matter of subsequent default.

13 Every maker or other person liable upon the Note secured hereby shall remain primarily bound (jointly and severally, more than one) until said Note is fully paid, notwithstanding any sale or transfer of the mortgaged property. This instrument shall inure to the benefit of and bind the respective heirs, successors and assigns of the parties. Whenever used, the singular number shall include the plural and the plural, the singular and the use of any gender shall be applicable to all genders. The word "Mortgagor" shall include all persons claiming under or through Mortgagor and the use of any gender shall be applicable to all genders. The word "Mortgagor" shall include all persons claiming under or through Mortgagor and the use of any gender shall be applicable to all genders.

12 In the event of any foreclosure of this mortgage, the Mortgagor shall pay all costs and attorney's fees which may be incurred by Mortgagee in connection with any proceeding to which Mortgagee may be a party by reason of this mortgage. Mortgagor will pay Mortgagee, in addition to other costs, a reasonable fee for his evidence prior to and after the filing or foreclosure and the negotiation of such foreclosure, together with all other and further expenses of foreclosure and sale, including expenses, fees and payments made to prevent or remove the imposition of liens or claims against the property and expenses of upkeeping and repair made in order to place the same in a condition to be sold.

11 In the event of default in performance of any of Mortgagee's covenants or agreements herein contained, Mortgagee may, but need not, make any payment or perform any act hereunder required of Mortgagee, in any form and a manner deemed expedient and may, but need not, make any other lien encumbrance, suit, file or claim thereon or redeem from any tax sale or otherwise affecting the premises or control any tax or any partial payments of principal or interest on prior encumbrances, if any, and purchase, discharge, compromise or settle any tax lien or any assessment. All monies paid for any of the purposes herein authorized and all expenses paid or incurred in connection therewith, including reasonable attorney's fees, in and any other monies advanced by Mortgagee to protect the premises and the lien hereon shall be so much in addition to other indebtedness secured hereby and shall become immediately due and payable without notice and with interest thereon as provided in the Note secured hereby.

10 In the event of a default by Mortgagee in the performance of any agreement of Mortgagee hereunder or under any other instrument given as security in connection with this transaction or in any payment provided for herein or in the Note, or if there is a default in any prior mortgage affecting the premises for a period of thirty (30) days or if there is an advance to Mortgagee under the terms of any prior open-end mortgage without the written consent of Mortgagee, or if Mortgagee shall become bankrupt or insolvent, or file a petition in bankruptcy or a voluntary petition to reorganize or to effect a plan or other arrangement with creditors or make an assignment for the benefit of creditors or have a receiver appointed or should the mortgaged premises or any part thereof be attached, levied upon or seized, or if any of the representations, warranties or statements of Mortgagee herein contained be incorrect or if the Mortgagor shall abandon the mortgaged property, or sell or attempt to sell all or any part of the same, then and in any of such events, at Mortgagee's option, the whole amount hereof secured shall become immediately due and payable without notice or demand and this mortgage may be foreclosed accordingly. If Mortgagor should abandon the mortgaged property, Mortgagor may take immediate possession thereof with or without foreclosure.

9 In the event of loss or damage to the mortgaged property, the proceeds of any insurance shall be paid to the Mortgagee. All monies received in respect of the mortgaged property by Mortgagee, under any policy of insurance, (b) from awards or damages in connection with any taking or injury of the mortgaged property for public use (c) from rents and income, may at Mortgagee's option, without notice, be used (i) (1) towards the payment of the indebtedness secured hereby or any portion thereof whether or not yet due and payable; (ii) towards reimbursement of all costs, attorney's fees and expenses of Mortgagee in collecting the proceeds of the insurance policies or the awards connected with the taking or injury of the mortgaged property. Any such monies received by Mortgagee not used as aforesaid will be paid over to Mortgagor.

8 Mortgagee hereby assigns and transfers unto Mortgagee, up to the amount of the indebtedness secured hereby, all awards of damages in connection with the taking or injury of the mortgaged property, including Mortgagee's attorney's fees, shall be paid to Mortgagee and use, and the proceeds of all awards after the payment of all expenses, including Mortgagee's attorney's fees, shall be paid to Mortgagee and Mortgagee is hereby authorized, on behalf and in the name of Mortgagee, to execute and deliver valid acquittances and to appeal from any such award.

7 Mortgagee hereby assigns and transfers to Mortgagee all rents and profits due or to become due and all deposits of money as advanced rent, or for security, under all present and future leases or agreements for use or occupancy of the mortgaged premises, including those made by Mortgagee under power herein granted, hereby absolutely transferring and assigning all such leases and agreements and all aforesaid thereunder to Mortgagee.

6 To execute, acknowledge and deliver any and all instruments upon demand of Mortgagee, as Mortgagee may deem appropriate to perfect, further evidence, protect or facilitate the enforcement of the lien of this mortgage.

5 To permit it to be used for any lawful purposes.

4 To comply promptly with all ordinances, regulations, restrictions and conditions which affect the mortgaged property, or its use, and not evidence of the payment and discharge of such lien or claim.

3 To keep the buildings now and hereafter standing on the mortgaged premises and all insurable parts of said real estate insured against loss or damage by fire or other hazards as the Mortgagee may from time to time require, all such insurance to be in force and companies and in sums satisfactorily to Mortgagee. A copy of all insurance policies shall be held by and be payable to Mortgagee as its interest may appear. At least fifteen (15) days before the expiration of each such policy, Mortgagee shall deliver to Mortgagee a copy of a policy to take place of the ones so expiring.

2 To keep the premises in good condition and repair and not to commit or permit waste thereon.

1 To pay, when due, all sums secured hereby.

Mortgagor covenants and agrees.

## COVENANTS

86047388

ACKNOWLEDGEMENTS:

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### Individuals

State of Illinois, County of COOK ss. I, the undersigned, a Notary Public in and for said County, and the State aforesaid, DO HEREBY CERTIFY that ~~Jessie Brown, a widow~~ and ~~Ernestine Jamison, a spinster~~ personally known to me to be the same person ~~s~~ whose name ~~s~~ are subscribed in the foregoing instrument, appeared before me this day in person, and acknowledged that ~~they~~ signed, sealed and delivered the said instrument as their free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

IMPRESS SEAL HERE

Given under my hand and official seal, this 23rd day of January, 1986.  
 Commission expires 3.22.86  
 This instrument was prepared by \_\_\_\_\_ Notary Public

THIS INSTRUMENT PREPARED BY  
**SAMUEL**  
 3325 N. ...  
 Arlington Heights, IL 60004

### Corporate

State of Illinois, County of \_\_\_\_\_ ss. I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY, that \_\_\_\_\_ personally known to me to be the \_\_\_\_\_ President of the \_\_\_\_\_ corporation, and \_\_\_\_\_ personally known to me to be the \_\_\_\_\_ Secretary of said corporation, and \_\_\_\_\_ personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that as such \_\_\_\_\_ President and \_\_\_\_\_ Secretary, they signed and delivered the said instrument as \_\_\_\_\_ President and \_\_\_\_\_ Secretary of said corporation, and caused the corporate seal of said corporation to be affixed thereto, pursuant to authority, given by the Board of \_\_\_\_\_ of said corporation as their free and voluntary act, and as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

IMPRESS NOTARIAL SEAL HERE

Given under my hand and official seal, this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_.  
 Commission expires \_\_\_\_\_  
 This instrument was prepared by \_\_\_\_\_  
NOTARY PUBLIC (NAME AND ADDRESS)

86047385

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**Mortgage**

TO

Dated.

19

REGISTRY OF DEEDS

for

County

Received

19

at \_\_\_\_\_ o'clock \_\_\_\_\_ minutes

Recorded in Vol. \_\_\_\_\_ Page \_\_\_\_\_

Attest

Register of Deeds

From the Office of

Return to:

~~P.O. Box 346~~ Box 176  
~~Montvale, New Jersey 07645~~

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