

UNOFFICIAL COPY

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REAL ESTATE MORTGAGE

WITNESSETH, that Robert J. Domitor & Mary Lou Domitor, his wife , of

Cicero

Cook

County, State of Illinois, hereinafter referred to as

Mortgagor, does mortgage and convey unto TRANSAMERICA FINANCIAL SERVICES, hereinafter referred to as

Mortgagee, the following described Real Estate in the County of Cook , State of Illinois,

to wit: Lot 4 (except the North 10 feet) and the North 13 1/3 feet of Lot 5 in O'Connors Brothers' resubdivision of Lots 1 to 48 in Block 19 in White and Coleman's La Vergna subdivision, being a subdivision of Blocks 19 to 28 inclusive in Cheviot's first division in the Northwest 1/4 of Section 32, Township 39 North, Range 13, East of the Third Principal Meridian, in (except that part lying north of the center line of Ogden avenue in the Northeast 1/4 of the North west 1/4 of said section) Cook County, Illinois.

PIN: 16-92-134-044

Property address: 9410 S. 61st Ct., Cicero IL

together with all buildings and improvements, hereditaments, and appurtenances pertaining to the property above described, all of which is referred to hereinafter as the "premises".

TO HAVE AND TO HOLD the above-described premises unto the said Mortgagee forever, for the purposes and uses herein set forth.

FOR THE PURPOSE OF SECURING: (1) Performance of each agreement of Mortgagor contained herein; (2) Payment of the principal sum with interest, as provided in accordance with the terms and provisions of a Promissory Note dated February 4, 1986 , herewith executed by Mortgagor and payable to the order of Mortgagee, in the principal sum of \$8766.40 ; (3) Payment of any additional advances, with interest thereon, as may hereafter be loaned by Mortgagee to Mortgagor in a maximum sum of \$23500.00 ; (4) The payment of any money that may be advanced by the Mortgagee to Mortgagor for any reason or to third parties, with interest thereon, where the amounts are advanced to protect the security or in accordance with the covenants of this Mortgage; (5) Any renewal, refinancing or extension of said promissory note, or any other agreement to pay which may be substituted therefor.

All payments made by Mortgagor on the obligation secured by this Mortgage shall be applied in the following order:

FIRST: To the payment of taxes and assessments that may be levied and assessed against said premises, insurance premiums, repairs, and all other charges and expenses agreed to be paid by the Mortgagor.

SECOND: To the payment of interest due on said loan.

THIRD: To the payment of principal, until said indebtedness is paid in full.

TO PROTECT THE SECURITY HEREOF, MORTGAGOR COVENANTS AND AGREES: (1) to keep said premises insured against loss by fire and other hazards, casualty and contingencies up to the full value of all improvements in such amounts, and in such companies as Mortgagee may from time to time approve, and that loss proceeds (less expense of collection) shall, at Mortgagee's option, be applied on said indebtedness. In event of loss Mortgagor will give immediate notice by mail to the Mortgagee, who may make proof of loss if not made promptly by Mortgagor, and each insurance company concerned is hereby authorized and directed to make payment for such loss directly to the Mortgagee instead of to the Mortgagor; (2) To pay all taxes and special assessments of any kind that have been or may be levied or assessed upon said premises, and to deliver to Mortgagee, upon request of the Mortgagee, the official receipt showing payment of all such taxes and assessments; (3) In the event of default by Mortgagor under Paragraphs 1 or 2 above, Mortgagee, at its option, may (a) place and keep such insurance above provided for in force throughout the life of this Mortgage and pay the reasonable premiums and charges therefor;

Box 158

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Property of Cook County Clerk's Office

DEPT-01 RECORDING 112.0
THURSDAY, APRIL 25, 1986 19 25 86
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13.00

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MORTGAGE

From: _____
To: TRANSAMERICA FINANCIAL SERVICES
County of _____, Illinois

DOC. NO.

Filed for Record in the Recorder's Office

of _____ County,

Illinois, on the day of _____, A.D. 19

at _____ o'clock _____ m., and duly recorded

in Book

_____ page

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- (8) Should Mortgagor sell, convey, transfer or dispose of, or further encumber said property, or any part thereof, without the written consent of Mortgagee being first had and obtained, then Mortgagee shall have the right, at its option, to declare all sums secured hereby forthwith due and payable.
- (9) All Mortgagors shall be jointly and severally liable for fulfillment of their covenants and agreements herein contained, and all provisions of this Mortgage shall inure to and be binding upon the heirs, executors, administrators, successors, grantees, lessees and assigns of the parties hereto respectively. Any reference in this Mortgage of the singular shall be construed as plural where appropriate.
- (10) Invalidity or unenforceability of any provisions herein shall not affect the validity and enforceability of any other provisions.
- (11) Should said property or any part thereof be taken by reason of condemnation proceeding, Mortgagee shall be entitled to all compensation, awards, other payments therefor and apply the same on said indebtedness.
- (12) If any of the undersigned is a married woman, she represents and warrants that this instrument has been executed in her behalf, and for her sole and separate use and benefit and that she has not executed the same as surety for another, but that she is the Borrower hereunder.
- (13) Each of us, whether Principal, Surety, Guarantor, Endorser, or other party hereto, hereby waives and renounces, each for himself and family, any and all homestead or exemption rights either of us have under or by virtue of the Constitution or Laws of any State, or of the United States, as against this debt or any renewal thereof; and any security agreement taken to secure this note or any renewal thereof; and the undersigned, and each Surety, Endorser, Guarantor, or other party to this note, transfers, conveys and assigns to the Holder hereof, a sufficient amount of any homestead or exemption that may be allowed to the undersigned, or either of them, including such homestead or exemption as may be set apart in bankruptcy, to the extent permitted by law.
- (14) This Mortgage shall be construed according to the laws of the State of Illinois.

DATE OF MORTGAGE
2/4/86

WITNESS the hand and seal of the Mortgagor, the day and year first written.

Robert J. Domiter (SEAL) Mary Lou Domiter (SEAL)
Robert J. Domiter Mary Lou Domiter
_____(SEAL) _____(SEAL)

STATE OF ILLINOIS

COUNTY OF Cook

I, Christine M. Gwik

, a notary public, in and for the county and State aforesaid:

Do hereby Certify That Robert J. Domiter

Mary Lou Domiter

, his wife, 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 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

all rights under any homestead, exemption and valuation laws.

GIVEN under my hand and Notarial Seal this _____ day, A.D. 19 _____

Christine M. Gwik
NOTARY PUBLIC

Prepared by: Christine Gwik 7601 S. Kostner, Chicago IL

My commission expires March 9, 1988

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