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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 Vergno subdivision, being a subdivision of Blocks 19 to 28 inclusive in Cheviot's first division in the Northwest $\frac{1}{4}$ 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 $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ of said section) Cook County, Illinois.

PIN: 16-92-194-044

Property address: 8410 S. 61st Ct., Cicero IL

together with all buildings and improvements, appurtenances, 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 \$ 13500.00 ; (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;

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MORTGAGE

REG. & DEEDS
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To: TRANSAMERICA FINANCIAL SERVICES

County of Illinois

Count of

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

Date

DEPT-21 RECORDING

TRANSAMERICA FINANCIAL SERVICES
48918 4 D * 86 054350

10.00

86 054350

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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 Mortgagor 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

Robert J. Domiter

(SEAL)

Mary Lou Domiter

Mary Lou Domiter

(SEAL)

STATE OF ILLINOIS

COUNTY OF Cook

I, Christine M. Cwik

Do hereby Certify That Robert J. Domiter

Mary Lou Domiter

, his wife, personally known to me to be the same person,

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 Cwik
NOTARY PUBLIC

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

My commission expires March 9, 1988

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(1) By accepting payment of any sum accrued hereby after its due date, Alortagor does not waive its right either to require prompt payment when due or all other sums so secured or to declare default for failure so to pay. It
and duly perform all the covenants and agreements herein, then this conveyance shall be null and void.
Mortagor shall pay said Promisor Note at the time and in the manner aforesaid and shall abide by, comply with,
and duly perform all the covenants and agreements herein, then this conveyance shall be null and void.

(b) If Mortgagor shall pay said note at the time and in the manner aforesaid and shall abide by, completely with, and duly perform all the covenants and agreements herein, then Mortgagor will, within thirty (30) days after written demand herefor by Mortgagor, execute a release or satisfaction of this mortgage, and Mortgagor hereby waives the benefits of all statutes or laws which require the earlier execution or delivery of such release or satisfaction by Mortgagor, if permitted by law.

(13) Each of the underwater waves hereby claimed any damage for trespass, injury or tort occasioned by or resulting from the exercise by the Holder of the right given hereunder to exercise any other right the Holder is, herein granted, or any other right that the Holder has or may have, to the extent permitted by law.

(c) However, if the terms of this instrument or of any transmission, lease, mortgage or option may be exercised when the right accrues or at any time thereafter, and no acceptance of payment may be exercised in default shall constitute a waiver of any default then; excepting and continuing or payment after acceleration.

(c) Mortgagor shall be subrogated to the lien of any and all prior encumbrances, liens or charges valid and dischargeted from the proceeds of the loan hereby secured, at any time though said prior liens have been released of record, the repayment of said indebtedness shall be secured by such liens on the portions of said premises affected thereby to the extent of such payments, respectively.

(2) In the event that solid premises are sold in a foreclosure sale, Mortgagor shall be liable for any deficiency remaining after sale of the premises if permitted by law, and application of the proceeds of said sale to the liquidation of debts secured and to the expense of foreclosure, including attorney's reasonable attorney's fees and legal expenses if allowed by law.

(1) THIS MULTILATERAL AGREED THAT: (1) It is the obligation of each party to pay installments on said **Formaldehyde Note** or on any other advance or application which may be secured hereby as the same may hereafter become due, or upon default in performance of any agreement herunder, or upon sale or other disposition of the premises by mortgagor, or should any action or proceeding be filed in any court to enforce any lien on, claim against or interest in the premises, taxes or sums owing by the mortgagor to the holder of this Mortgagable or under this Promissory Note secu red hereby shall immediately become due and payable at the option of the Mortgagor, and such amount may be collected in any other person who may be entitled to the option of the Mortgagor, in addition to the amount so due, all costs of suit, and costs of sale, if permitted by law.

(b) Pay all said taxes and assessments without determining the validity thereof; and (c) Pay such fines and all such penalties except as hereinafter provided in part of this article.