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# UNOFFICIAL COPY

75069

## MORTGAGE

86086552

This Mortgage made this 12th day of February 1986 between Gordon Ferguson a widower and Martha M. McDevitt a widow (herein the Mortgagor) and Alliance Funding Co.

a Delaware Corporation and its successors and assigns (hereinafter the "Mortgagee")

### RECITALS

WHEREAS Mortgagor is indebted to Mortgagee in the sum of Sixty Five Thousand Two Hundred One and 40/100

(\$ 65,201.40) 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:

Lot 38 in E.A. Cummings and Company's 25th Street and Central Avenue Addition being a subdivision of the Southwest 1/4 of the Southwest 1/4 of the Northwest 1/4 of Section 28, Township 39 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois

PIN# 16-28-128-020

*K*

Commonly known as: 5511 W. 25th St., Cicero, IL 60650

86086552

Together with all improvements, tenements, hereditaments, easements, and appurtenances thereunto 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.

See Reverse Side for Additional Covenants

UNOFFICIAL COPY

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 387~~ Box 176  
~~Valley Stream, N.Y. 11582~~

Property of Cook County Clerk's Office

RECORDED



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Marcha M. McDevitt (Seal)

Gordon Feinberg (Seal)

Handwritten signatures of Marcha M. McDevitt and Gordon Feinberg.

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...

15 Any notice required to be given by the provisions of this mortgage, or by law, shall be sufficiently given if sent by certified mail, first class...

14 No remedy or right of Mortgagee shall be exclusive, but shall be in addition to every other right or remedy herein conferred or now or hereafter...

13 Every maker or other person liable upon the Note secured hereby shall remain primarily bound (jointly and severally, if more than one) until said...

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...

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...

10 In the event of a default by Mortgagor in the performance of any agreement of Mortgagor hereunder or under any other instrument given as...

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...

8 Mortgagee hereby assigns and transfers unto Mortgagee, up to the amount of the indebtedness secured hereby, all awards of damages in...

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...

6 To execute, acknowledge and deliver any and all instruments upon demand of Mortgagee, as Mortgagee may deem appropriate to perfect...

5 To comply promptly with all ordinances, regulations, restrictions and restrictions which affect the mortgaged property, or its use, and not...

4 To pay, ten (10) days before the same shall become delinquent or a penalty attaches thereto for non-payment, all taxes, assessments and...

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...

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

86086552