

UNOFFICIAL COPY

96741

86251921

REAL ESTATE MORTGAGE

WITNESSETH, that Theresa Doty now known as Theresa Lavizzo
remarried to David Lavizzo

, of 86251921

Chgo , 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 7 in Block 3 in Samuel B. Loose's Subdivision of the South Half
of the North Half of the West Half of the South West Quarter of
Section 9, Township 38 North, Range 14 East of the Third Principal
Meridian (except the East 39 Feet and the 66 Feet Covered By Winter
Street) in Cook County, Illinois.

PIN20 09 309 007
ADDRESS 5217 S. Emerald



DEPT-91 RECORDING \$12.00
T#4444 TRAN 0340 06/20/86 09:44:00
#6410 # D *86-251921
COOK COUNTY RECORDER

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 06-17-86, herewith executed by Mortgagor and payable to the order of Mortgagee, in the principal sum of \$ 24414.66 ; (3) Payment of any additional advances, with interest thereon, as may hereafter be loaned by Mortgagee to Mortgagor in a maximum sum o \$ 72860.00 ; (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

From: _____

To: _____

TRANSAMERICA FINANCIAL SERVICES

Illinois _____

County 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 _____ of _____ page _____

Clerk,

Property of Cook County Clerk's Office

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8 6 2 5 | 9 2 |

(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.

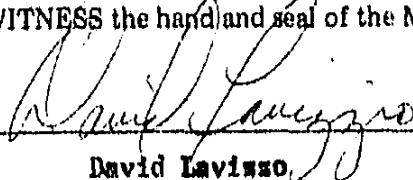
(12) If any of the undersigned is a married woman, she represents and warrants that this instrument has been executed in her behalf, and for her sole and separate use and benefit and that she has not executed the same as surety for another, but that she is the Borrower hereunder.

(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
06-17-86

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

 (SEAL)  (SEAL)
David Lavizzo Theresa Lavizzo
(SEAL) (SEAL)

STATE OF ILLINOIS

Cook

ss:

My Commission Expires Jan. 1, 1988

COUNTY OF _____

I, ~~XXXXXXXXXXXXXX~~ Gregory J. O'Keefe

, a notary public, in and for the County and State aforesaid,

Do hereby Certify That

David Lavizzo

and

Theresa Lavizzo

, 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

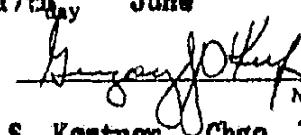
free and voluntary act for the uses and purposes therein set forth, including the release and waiver of

all rights under any homestead, exemption and valuation laws.

GIVEN under my hand and Notarial Seal this

17th day June

, A.D. 19 86

 NOTARY PUBLIC

Prepared By: Cindy Gochowski 7601 S. Kostner Chgo, IL 60652

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(7) By accepting payment of any sum accrued hereby after its due date, Mortgagor 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. If Mortgagor shall pay said Promissory 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 this conveyance shall be null and void.

(6) 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 thereto by Mortgagor, execute 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 Mortgagee, if permitted by law.

(c) ~~any other right~~ the exercise by the Holder of the rights given hereunder or any attempt to exercise occasioned by or resulting from the exercise by the Holder is herein granted, or any other right that the Holder has or may have, to the extent permitted by law.

(4) Whenever, by the terms of this instrument or of said Promissory Note, Mortgagor fails to pay the same when due, Mortgagor shall constitute a waiver of any default therein existing or payment of indebtedness in default shall constitute a waiver of any default thereafter, and no acceptance by Mortgagor of option may be exercised when the right accrues or at any time thereafter, and no acceptance by Mortgagor of payment of indebtedness in default shall constitute a waiver of any default thereafter.

(3) Mortgagor shall be subrogated to the lien of any and all prior encumbrances, liens or charges paid and discharged from the proceeds of the loan hereby secured, and even though said prior liens have been released or recdard, 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 said premises are sold at a foreclosure sale, Mortgagor shall be liable for any deficiency after sale of the premises if permitted by law, and application of the proceeds of said sale to the indebtedness secured and to the expense of foreclosure, including Mortgagor's reasonable attorney's fees and legal expenses if allowed by law.

IT IS MUTUALLY AGREED THAT: (1) If the Mortgagor shall fail to pay installments on said Promissory Note or on any other obligation or obligation 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 enjoin or claim against or interest in the premises, then all sums owing by the Mortgagor to the Mortgagor under this Mortgage or under the Promissory Note secured hereby shall immediately become due and payable at the option of the Mortgagor, or under the event the Mortgagor shall have the right immediately to foreclose this mortgage by complaint for that purpose. In such event the Mortgagor shall have the right to institute proceedings to judgment and execution and such amount of the indebtedness and interest, therefore, including reasonable attorney's fees, any amounts advanced and such complaint may be prosecuted to judgment and execution and sale for the collection of the whole and such complaint shall have the right to immedately to foreclose this mortgage by complaint for that purpose. In such event the Mortgagor shall have the right to immedately to foreclose this mortgage by complaint for that purpose. In such event the Mortgagor shall have the right to immedately to foreclose this mortgage by complaint for that purpose. In such event the Mortgagor shall have the right to immedately to foreclose this mortgage by complaint for that purpose. In such event the Mortgagor shall have the right to immedately to foreclose this mortgage by complaint for that purpose.

(b) pay all said taxes and assessments without determining the validity thereof; and (c) pay such liens and all such disbursements shall be deemed a part of the indebtedness secured by this Mortgage and shall be immediately due and payable by Mortgagor to Mortgagor; (4) To keep the buildings and other improvements now existing or hereafter erected in good condition and repair, not to commit any waste or any use of said premises and payable by Mortgagor to Mortgagor; (5) To keep the buildings and other improvements now existing or hereafter erected in good condition and repair, not to suffer any waste or any use of said premises contrary to restrictions of record or contrary to law, and to permit Mortgagor to enter at all reasonable times for the purpose of inspecting the premises; not to remove or demolish any building thereon; to restore promptly and in a good and workmanlike manner any buildings which may be damaged or destroyed thereon, and to pay, when due, all claims for labor performed and materials furnished therefor; (6) That he will pay, promptly the indebtedness secured hereby, and perform all other obligations in full compliance with the terms of said Promissory Note and this Mortgage; (7) That he does hereby warrant and will forever defend the title and possession thereof to the lessee hereof, without releasing the personal liability of any person or the priority of releases from the lessee hereof, and any portions of the premises herein described may, without notice, be repossessed by the lessor hereof, and any portion of the indebtedness herein described, or of any portion thereto, may be extended or renewed, and any portions of the premises herein described may, without notice, be released from this Mortgage; (7) That he does hereby warrant and will forever defend the title and possession thereof to the lessee hereof, without releasing the personal liability of any person or the priority of releases from the lessee hereof.