

UNOFFICIAL COPY

86394021

98852

REAL ESTATE MORTGAGE

86394021

WITNESSETH, that Jimmy Smith and Juanita A. Smith, his wife, of

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 30 in Block 2 in the Subdivision of the South 1/4 of the South East 1/4 of the North East 1/4 of Section 35, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

20 35 230 001

8201 S. Blackstone
Chicago, IL 60619

DEPT-01 RECURRING \$12.00
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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 August 29, 1986, herewith executed by Mortgagor and payable to the order of Mortgagee, in the principal sum of \$ 25787.94; (3) Payment of any additional advances, with interest thereon, as may hereafter be loaned by Mortgagee to Mortgagor in a maximum sum of \$ 36760.00; (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.

12.00

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

1501
86394021

MORTGAGE

AMERICAN FINANCIAL SERVICES
Illinois

County of

DOC. NO.

Filed for Record in the Recorder's Office

County,

, A.D. 19

at o'clock m., and duly recorded

of

. page


Cert.

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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
August 29, 1986

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


Jimmy Smith


Juanita A. Smith

(SEAL) _____ (SEAL)

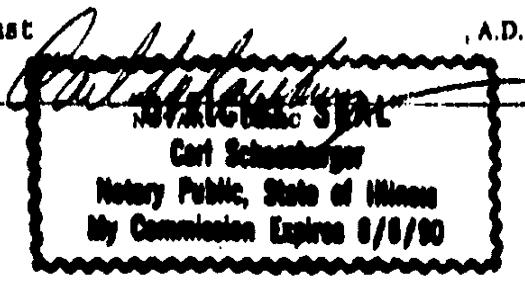
STATE OF ILLINOIS
COUNTY OF Cook
I, Carl Schassburger

ss:

(SEAL) _____ (SEAL)
a notary public, in and for the county and State of Illinois

Do hereby Certify That Jimmy Smith
Juanita A. Smith, 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 29th day August, A.D. 19 86


Carl Schassburger
Notary Public, State of Illinois
My Commission Expires 8/8/90

NOTARY PUBLIC
STATE OF ILLINOIS
COMMISSION EXPIRES 8/8/90

