

UNOFFICIAL COPY

FIRST MORTGAGE (ILLINOIS)

87492248

THIS INDENTURE WITNESSETH THAT, GEQUITTER M BARRY & JAMES B BARRY (MARRIED TO EACH OTHER)

(hereinafter called the "Mortgagor"), of 9652 S EMERALD CHICAGO, IL
(No. and Street) (City) (State)

DEPT-01 \$12.00
T40003 TRAN 7738 09/08/87 14:08:00
#3537 S C #87-492248
COOK COUNTY RECORDER

for valuable consideration the receipt of which is hereby acknowledged, CONVEY AND WARRANT to FORD MOTOR CREDIT COMPANY of 10735 S CICERO OAK LAWN, IL
(No. and Street) (City) (State)

Above Space For Recorder's Use Only

(hereinafter called the "Mortgagee"), and to its successors and assigns the following described real estate, with the improvements thereon, including all heating, air-conditioning, gas and plumbing apparatus and fixtures, and everything appurtenant thereto, together with all rents, issues and profits of said premises, situated in the County of WILL and State of Illinois, to wit:

Lot 21 (except the North 20 feet thereof) and all of Lot 22 and the North 10 feet of Lot 23 in Block 5 in East Washington Heights, being a subdivision of the West 1/2 of the North West 1/4 and the South West 1/4 of Section 9, Township 37 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.
Property commonly known as 9652 S Emerald Chicago, IL
Perm Par # 25-09-108-086 All CAD NO

(hereinafter called the "Premises")

Hereby releasing and waiving all rights under and by virtue of the homestead exemption laws of the State of Illinois.

Subject to the lien of ad valorem taxes for the current tax year and a mortgage in favor of NONE (if none, so state).

IN TRUST, nevertheless, for the purpose of securing performance of the covenants and agreements herein.

WHEREAS, The Mortgagor is justly indebted to Mortgagee in the amount of \$44541.89 Dollars (hereinafter called the "Indebtedness") as evidenced by a promissory note of even date herewith (hereinafter called the "Note").

Loan is payable in 120 installments. First payment of \$ 716.00 is due 10-09-87. 119 remaining payments of \$716.00 each are due on the same day each succeeding month. The final payment is due

9-09-87

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THE MORTGAGOR covenants and agrees as follows: (1) To pay the Indebtedness, as herein and in the Note provided, or according to any agreement extending time of payment; (2) to pay when due in each year, all taxes and assessments against the Premises, and on demand to exhibit receipts therefore; (3) within sixty days after destruction or damage to rebuild or restore all buildings or improvements on the Premises that may have been destroyed or damaged; (4) that waste to the Premises shall not be committed or suffered; (5) to keep all buildings now or at any time on the Premises insured in companies to be selected by the Mortgagee herein, who is hereby authorized to place such insurance in companies acceptable to the holder of the first mortgage indebtedness, with loss clause attached payable first to the first trustee or mortgagee, and second, to the Trustee herein as their interests may appear which policies shall be left and remain with the said first mortgagee or trustee until the Indebtedness is fully paid; (6) to pay all prior incumbrances, and the interest thereon, at the time or times when the same shall become due and payable.

IN THE EVENT of failure to insure, or pay taxes or assessments, or the prior incumbrances or the interest thereon when due, the Mortgagee or the holder of the Note may procure such insurance, or pay such taxes or assessments, or discharge or purchase any tax lien or title affecting the Premises or pay all prior incumbrances and the interest thereon from time to time, and all money so paid, the Mortgagor agrees to repay immediately without demand, and the same with interest thereon from the date of payment at the lesser of the rate specified in the Note or the maximum rate permitted by law, so much additional Indebtedness secured hereby.

IN THE EVENT of a breach of any of the aforesaid covenants or agreements, the whole of the Indebtedness evidenced by the Note, including principal and all earned interest, shall, at the option of the legal holder thereof, without notice, become immediately due and payable, and with interest thereon from time of such breach at the lesser of the rate specified in the Note or the maximum rate permitted by law, shall be recoverable by foreclosure thereof, or by suit at law, or both, the same as if all of the Indebtedness evidenced by the Note has then matured by express terms.

ALL EXPENDITURES and expenses (hereinafter called the "Expenses") incurred by the Mortgagee in connection with (a) preparations for the commencement of any suit for the foreclosure hereof after accrual of such right to foreclose, whether or not actually commenced; (b) any proceedings, including probate and bankruptcy proceedings, to which either Mortgagee or Mortgagor shall be a party either as plaintiff, claimant or defendant, by reason of this Second Mortgage or the Indebtedness hereby secured; or (c) preparations for the defense of any threatened suit or proceeding which might affect the Premises or the security hereof, whether or not actually commenced shall become so much additional Indebtedness secured hereby and shall become immediately due and payable, with interest thereon, at the lesser of the rate specified in the Note or the maximum rate permitted by law. The term "Expenses" as used herein shall include, without limitation, reasonable attorney's fees, appraiser's fees, outlays for documentary and expert evidence, stenographer's charges, publication costs and costs (which may be estimated as to items to be expended after entry of a decree of foreclosure) of procuring all such abstracts of title, title searches and examinations and title insurance policies as the Mortgagee may deem reasonably necessary either to prosecute a suit of foreclosure or to evidence to bidders at any sale which may be had pursuant to such decree the true condition of the title to or the value of the Premises. All the Expenses shall be an additional lien upon the Premises, shall be taxed as costs and included in any decree that may be rendered in such foreclosure proceedings, whether decree of sale shall have been entered or not, shall not be dismissed, nor release hereof given, until all the Expenses have been paid. The Mortgagor for the Mortgagee and for the heirs, executors, administrators and assigns of the Mortgagee waives all right to the possession of, and income from, the Premises pending such foreclosure proceedings, and agrees that upon the filing of any complaint to foreclose this Second Mortgage, the court in which such complaint is filed, may at once and without notice to the Mortgagor, or to any party claiming under the Mortgagor, appoint a receiver to take possession or charge of the Premises with power to collect the rents, issues and profits of the Premises.

The name of a record owner is: JAMES B BARRY AND GEQUITTER M BARRY (MARRIED TO EACH OTHER)

And when all of the aforesaid covenants and agreements are performed, the Mortgagee or its successors or assigns shall release said premises to the party entitled, on receiving his reasonable charge.

Witness the hand B and seal B of the Mortgagor this 2nd day of Sept, 19 87.

Please print or type name(s) below signature(s)

12 E

Gequitte M Barry (SEAL)
GEQUITTER M BARRY

James B Barry (SEAL)
JAMES B BARRY

This instrument was prepared by FORD MOTOR CREDIT COMPANY 10735 S CICERO OAK LAWN, IL
(NAME AND ADDRESS)

UNOFFICIAL COPY

STATE OF ILLINOIS

COUNTY OF COOK

ss.

I, JEANNINE BEST, a Notary Public in and for said County, in the

State aforesaid, DO HEREBY CERTIFY that JAMES B BARRY & GEQUITTER BARRY

(MARRIED TO EACH OTHER)

personally known to me to be the same person as whose name is 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 the right of homestead.

Given under my hand and official seal this 2nd day of Sept, 19 87.

(Impress Seal Here)

COMM. EXP. 8-13-80

Commission Expires

Jeannine Best
Notary Public

COOK COUNTY CLERK'S OFFICE



BOX No.

FIRST MORTGAGE

TO

FORD MOTOR CREDIT COMPANY
CONSUMER LOAN DIV.
10735 South Cicero Avenue
Oak Lawn, Illinois 60453
Phone 581-0151