

BOX 422

87579152

THIS INDENTURE, made APRIL 24, 1987, between EDWARD M. LEVY AND MARTI B. LEVY, HIS WIFE

509 MEADOW WEST WILMETTE, ILLINOIS (NO. AND STREET) (CITY) (STATE)

herein referred to as "Mortgagors," and ALNOVA INC.

6825 LINCOLN AV LINCOLNWOOD, ILLINOIS (NO. AND STREET) (CITY) (STATE)

herein referred to as "Mortgagee," witnesseth.

THAT WHEREAS the Mortgagors are justly indebted to the Mortgagee upon the Retail Installment Contract dated EIGHTEEN THOUSAND, EIGHT

HUNDRED FIFTY and 00/100 DOLLARS

payable to the order of and delivered to the Mortgagee, in and by which contract the Mortgagors promise to pay the said Amount Financed together with a Finance Charge on the principal balance of the Amount Financed from time to time unpaid in 180 installments of \$227.66 each beginning NOVEMBER 21,

1987 and a final installment of N.A. together with interest after maturity at the Annual Percentage Rate stated in the contract, and all of said indebtedness is made payable at such place as the holders of the contract may, from time to time, in writing appoint, and in the absence of such appointment, then at the office of the holder at 6825 LINCOLN AV

LINCOLNWOOD, ILLINOIS NOW, THEREFORE, the Mortgagors to secure the payment of the said sum in accordance with the terms, provisions and limitations of this mortgage, and the performance of the covenants and agreements herein contained, by the Mortgagors to be performed, do by these presents CONVEY AND WARRANT unto the Mortgagee, and the Mortgagee's successors and assigns, the following described Real Estate and all of their estate, right, title and interest therein, situate, lying and being in the WILMETTE COUNTY OF COOK AND STATE OF ILLINOIS, to wit

LOT 2 (except the South 23 feet) AND LOT 3 (except the North 26 feet) IN THE MEADOWS, BEING A SUBDIVISION OF THE SOUTH 39 FEET OF THE EAST 1/2 OF LOT 5 (except the East 33 feet thereof) TOGETHER WITH THE EAST 1/2 OF LOT 6 (except the East 33 feet) AND THE EAST 1/2 OF LOT 7 (except the North 75 feet of the east 158 feet of the South 150.5 feet and also except the East 33 feet of remainder of the East 1/2 of said Lot 7) AND THE EAST 1/2 of LOT 8 (except the East 33 feet and except the South 40 feet taken for Wilmette Avenue) IN COUNTY CLERKS DIVISION OF THE SOUTH 100 ACRES OF THE NORTH EAST 1/4 OF SECTION 12, TOWNSHIP 42 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

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Real Estate Index No: 05-32-203-061 A11 BUO AB Property Address: 509 Meadow Drive West Wilmette, Illinois

which, with the property hereinafter described, is referred to herein as the "premises."

TOGETHER with all improvements, tenements, easements, fixtures, and appurtenances thereto belonging, and all rents, issues and profits thereof for so long and during all such times as Mortgagors may be entitled thereto which are pledged primarily and jointly with said real estate and not secondarily and all apparatus, equipment or articles now or hereafter thereon used to supply heat, gas, air conditioning, water, light, power, refrigeration, whether single units or centrally controlled, and ventilation, including without restricting the foregoing, screens, window shades, storm doors and windows, floor coverings, in-door beds, awnings, stoves, and water heaters. All of the foregoing are declared to be a part of said real estate whether physically attached thereto or not, and it is agreed that all similar apparatus, equipment or articles hereafter placed in the premises by Mortgagors or their successors or assigns shall be considered as constituting part of the real estate.

TO HAVE AND TO HOLD the premises unto the Mortgagee, and the Mortgagee's successors and assigns forever, for the purposes and upon the uses herein set forth, free from all rights and benefits under and by virtue of the Homestead Exemption Laws of the State of Illinois, which said rights and benefits the Mortgagors do hereby expressly release and waive.

The name of a record owner is EDWARD M. LEVY AND MARTI B. LEVY, HIS WIFE This mortgage consists of two pages. The covenants, conditions and provisions appearing on page 2 (the reverse side of this mortgage) are incorporated herein by reference and are a part hereof and shall be binding on Mortgagors, their heirs, successors and assigns. Witness the hand and seal of Mortgagors, the day and year first above written.

PLEASE PRINT OR TYPE NAME(S) BELOW SIGNATURE(S)

Edward M. Levy (Seal) EDWARD M. LEVY

Marti B. Levy (Seal) MARTI B. LEVY

I, the undersigned, a Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY that EDWARD M. LEVY AND MARTI B. LEVY, 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 expressed, and water of the right of homestead.

Given under my hand and official seal, this 24th day of APRIL 1987 Commission expires

12 00 APRIL

"OFFICIAL SEAL"

-87-579152

UNOFFICIAL COPY

ADDITIONAL CONVENANTS, CONDITIONS AND PROVISIONS REFERRED TO ON THE REVERSE SIDE OF THIS MORTGAGE AND INCORPORATED THEREIN BY REFERENCE.

1. Mortgagors shall (1) promptly repair, restore or rebuild any buildings or any improvements now or hereafter situated on said premises which may become damaged or be destroyed, (2) keep said premises in good condition and repair, without waste, and free from mechanics' or other liens or claims for lien not expressly subordinated to the lien hereof, and pay when due any indebtedness which may be incurred by a lien or charge on the premises superior to the lien hereof and upon request exhibit satisfactory evidence of the discharge of such prior lien to Mortgagee or a holder of the contract. (3) complete within a reasonable time any building or buildings now or at any time in process of erection upon said premises (5) comply with all requirements of law or municipal ordinances with respect to the premises and the use thereof, or make no material alterations in said premises except as required by law or municipal ordinance.

2. Mortgagors shall pay before any penalty attaches and general taxes and shall pay special taxes special assessments water charges sewer service charges and other charges against the premises when due and shall upon written request furnish Mortgagee or a holder of the contract duplicate receipts therefor. To prevent default hereunder Mortgagors shall pay in full under protest in the manner provided by statute any tax or assessment which Mortgagors may desire to contest.

3. Mortgagors shall keep all buildings and improvements now or hereafter situated on said premises insured against loss or damage by fire, lightning and explosions under policies providing for payment by the insurance company of the full amount of the loss sustained, the cost of repairing the same or to pay in full the replacement cost of the same as determined by an independent contractor. The insurance policy or policies payable in case of loss shall be assigned to Mortgagee and shall be subject to the terms and conditions of the policy or policies and shall be maintained in full force and effect until the date of the completion of the mortgage. The insurance proceeds shall be paid to Mortgagee or a holder of the contract and shall be used to pay the loss or damage sustained by the mortgagors and to pay the cost of repairing the same or to pay in full the replacement cost of the same as determined by an independent contractor.

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Property of Cook County Clerk's Office

Merchandise National Bank of Chicago Merchandise Mart Chicago, Illinois 60654

Date: October 22, 1987 BY: *Alroom Inc*

BY: *Al Marks*

DE LIVER Y NAME: Merchandise National Bank of Chicago ADDRESS: Merchandise Mart Chicago, Illinois 60654 ADDRESS: 509 Meadow Drive West Wilmette, Illinois ADDRESS: Alroom, Inc. 6825 N. Lincoln Ave. Lincolnwood, Illinois 60646

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