

MORTGAGE

THIS INDENTURE, made this 20 day of FEBRUARY 1987, between VINCENT A. INDIA AND RAYMOND INDIA & CECILIA INDIA, HIS WIFE, Mortgagors, and WECO CREDIT UNION, a corporation existing under the laws of the State of Illinois, Mortgagee.

WITNESSETH: That whereas the Mortgagor justly indebted to the Mortgagee, as is evidenced by a certain promissory note executed and delivered by the Mortgagor, in favor of the Mortgagee, and bearing even date herewith, in the principal sum of TWENTY THOUSAND AND NO/100'S Dollars (\$20,000.00) payable with interest at the rate of THIRTEEN per centum (13.0%) per annum on the unpaid balance until paid, and made payable to the order of the Mortgagee at its office at 1700 Hawthorne Lane, West Chicago, Illinois, or at such other place as the holder may designate in writing, and delivered or mailed to the Mortgagor; the said principal and interest being payable in monthly installments of TWO HUNDRED NINETY-EIGHT AND 60/100'S Dollars (\$298.60) beginning on the last day of March, 1987 and continuing on the last day of each month thereafter until the note is fully paid except that the final payment of principal and interest, if not paid sooner, shall be due and payable on the last day of February 1997. Notwithstanding the foregoing, the Mortgagee shall have the right to call the loan at any time, at its sole discretion, after default or breach of any condition herein.

NOW, THEREFORE, the said Mortgagor, to secure the payment of said principal sum of money and said interest and the performance of the covenants and agreements herein contained, does by these presents MORTGAGE and WARRANT into the Mortgagee, its successors or assigns, the following described real estate, lying and being in the County of xxxxx, State of Illinois, to-wit:

LOT 12 IN SULZER'S SOUTH 8.81 ACRES OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 (WEST OF CLARK STREET) OF SECTION 17, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PERMANENT INDEX NO. 14-17-305-022  
E-G-0

1456 W. Berteau  
Chicago, Ill.

TOGETHER with all improvements, tenements, hereditaments and appurtenances thereto belonging, and all rents, issues and profits thereof, and all apparatus, equipment, articles, improvements or fixtures used thereon, including (but not limited to) all heating, air conditioning, gas, plumbing and electrical fixtures. All of the foregoing are declared to be a part of said real estate, and are a portion of the security for the indebtedness herein.

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# UNOFFICIAL COPY

MORTGAGE

THIS INSTRUMENT was this 1st day of February 1987 between VINCENT A. INDIA AND RAYMOND INDIA & CECILIA INDIA, HIS WIFE, MORTGAGEE, and WECO CREDIT UNION, a corporation existing under the laws of the State of Illinois, Mortgagee.

WHEREAS, the above-named parties intended to execute a mortgage as is evidenced by a certain promissory note executed and delivered by the Mortgagor in favor of the Mortgagee, and bearing even date herewith, in the principal sum of TWENTY THOUSAND AND NO/100'S DOLLARS (\$20,000.00) payable with interest at the rate of THIRTEEN PER CENTUM (13%) per annum on the unpaid balance until paid, and made payable to the order of the Mortgagee at its office at 1700 Hawthorne Road, North Chicago, Illinois, to be held in trust as the holder may designate in writing, and hereinafter related to the Mortgage; the said principal and interest being payable in monthly installments of TWO HUNDRED NINETY-EIGHT AND 60/100'S DOLLARS (\$298.60) beginning on the first day of March 1987, and thereafter on the first day of each month thereafter until the note is paid in full, except that the final payment to extinguish the debt shall be due and payable on the first day of February 1988, and notwithstanding the foregoing, the Mortgagee shall have the right to call the loan at any time, at its sole discretion, and on the basis of any condition herein.

NOW, THEREFORE, the said Mortgagee, to secure the payment of the said principal and interest, and the performance of the covenants and conditions herein contained, has caused these presents to be signed and sealed, and being in the County of Cook, State of Illinois, to be acknowledged as follows:

FOR IT IN WITNESS WHEREOF, the Mortgagee has caused these presents to be signed and sealed, and being in the County of Cook, State of Illinois, to be acknowledged as follows:

WITNESSED my hand and the seal of said office, this 1st day of February 1987, at North Chicago, Illinois.  
Notary Public in and for the State of Illinois.  
The undersigned, Notary Public, do hereby certify that the foregoing instrument was duly acknowledged before me by the parties herein named, and that the same is a true and correct copy of the original instrument as the same appears in my records.

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TO HAVE AND TO HOLD, 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 said Mortgagor does hereby expressly release and waive.

THE SAID MORTGAGOR covenants and agrees as follows:

(1) To pay said indebtedness, and the interest thereon as herein and in said note or notes provided, or according to any agreement extending time of payment; (2) to pay when due in each year, all taxes and assessments against said premises, and on demand to exhibit receipts therefor; (3) within sixty days after destruction or damage to rebuild or restore all buildings or improvements on said premises that may have been destroyed or damaged; (4) that waste to said premises shall not be committed or suffered; (5) to keep all buildings now or at any time on said 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 Mortgagee herein as their interests may appear, which policies shall be left and remain with the said 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. (7) the Mortgagor shall not convey its title or interest to or in all or any part of the mortgaged premises without the written consent of the Mortgagee.

IN THE EVENT of failure so to insure, or pay taxes or assessments, or the prior incumbrances or the interest thereon when due, the Mortgagee or the holder of said indebtedness, may procure such insurance, or pay such taxes or assessments, or discharge or purchase any tax lien or title affecting said 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 13.0 per cent per annum shall be so much additional indebtedness secured hereby.

IN THE EVENT of a breach of any of the aforesaid covenants or agreements the whole of said indebtedness, 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 13.0 per cent per annum, shall be recoverable by foreclosure thereof, or by suit at law, or both, the same as if all of said indebtedness had then matured by express terms.

IT IS AGREED by the Mortgagor that all expenses and disbursements paid or incurred in behalf of plaintiff in connection with the foreclosure hereof - including reasonable attorney's fees, outlays for documentary evidence, stenographer's charges, cost of procuring or completing abstract showing the whole title of said premises embracing foreclosure decree - shall be paid by the Mortgagor; and the like expenses and disbursements, occasioned by any suit or proceedings wherein the Mortgagee or any holder of any part of said indebtedness, as such, may be a party, shall also be paid by the Mortgagor. All such expenses and disbursements shall be an additional lien upon said premises, shall be taxed as costs and included in any decree that may be rendered in such foreclosure proceedings; which proceeding, whether decree of sale shall have been entered or not, shall not be dismissed, nor release hereof given, until all such expenses and disbursements, and the costs of suit, including attorney's fees, have been paid. The Mortgagor for the Mortgagor and for the heirs, executors, administrators and assigns of the Mortgagor waives all right to the possession of, and income from, said premises pending such foreclosure proceedings, and agrees that upon the filing of any complaint to foreclose this 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 said premises with power to collect the rents, issues and profits of the said premises.

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TO HAVE THE MORTGAGE DELETED FROM ALL RIGHTS AND BENEFITS UNDER AND BY VIRTUE OF THE FORECLOSURE EMPTION LAW OF THE STATE OF ILLINOIS. WHICH SAID RIGHTS AND BENEFITS THE MORTGAGEE EXPRESSLY WAIVES AND RELEASES.

THE ABOVE IS SUBJECT MATTER OF THE FOLLOWING:

(1) TO PAY SAID MORTGAGE AND THE INTEREST THEREON AS SET FORTH IN SAID MORTGAGE AND IN THE ORDER OF THE COURT IN SAID PROCEEDINGS AND IN THE ORDER OF THE COURT IN SAID PROCEEDINGS. ALL SUCH PAYMENTS TO BE MADE TO THE MORTGAGEE OR TO WHOMEVER HE OR SHE MAY DIRECT BY CHECK OR BY MONEY ORDER OR BY OTHER MEANS APPROVED BY THE MORTGAGEE AND TO BE MADE WITHIN THE TIME SPECIFIED IN SAID ORDER OF THE COURT. ANY SUCH PAYMENTS NOT MADE WITHIN THE TIME SPECIFIED IN SAID ORDER OF THE COURT SHALL BE DEEMED TO BE IN DEFAULT OF THE MORTGAGEE'S OBLIGATIONS UNDER SAID MORTGAGE AND UNDER SAID ORDER OF THE COURT. IN THE EVENT OF SUCH DEFAULT, THE MORTGAGEE SHALL HAVE THE RIGHT TO ENFORCE SAID MORTGAGE AND SAID ORDER OF THE COURT AS IF SUCH PAYMENTS HAD NOT BEEN MADE. THE MORTGAGEE'S RIGHTS AND REMEDIES SHALL NOT BE LIMITED BY THIS PROVISION.

IN THE EVENT OF SUCH DEFAULT, THE MORTGAGEE SHALL HAVE THE RIGHT TO ENFORCE SAID MORTGAGE AND SAID ORDER OF THE COURT AS IF SUCH PAYMENTS HAD NOT BEEN MADE. THE MORTGAGEE'S RIGHTS AND REMEDIES SHALL NOT BE LIMITED BY THIS PROVISION. THE MORTGAGEE SHALL BE ENTITLED TO RECOVER FROM THE MORTGAGEOR THE FULL AMOUNT OF ANY SUCH PAYMENTS MADE BY THE MORTGAGEE OR BY ANY OTHER PARTY IN CONNECTION WITH SAID MORTGAGE AND SAID ORDER OF THE COURT, TOGETHER WITH INTEREST AND REASONABLE ATTORNEY'S FEES AND COSTS OF COLLECTION.

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IT IS FURTHER AGREED that the Mortgagor shall have the privilege of prepaying the principal sum in whole or in part at any time from the date hereof.

THE COVENANTS HEREIN CONTAINED shall bind, and the benefits and advantages shall inure, to the respective heirs, executors, administrators, successors, and assigns of the parties hereto. Wherever used, the singular number shall include the plural, the plural the singular, and the use of gender shall include all genders, and the term "Mortgagee" shall include any payee of the indebtedness hereby secured or any transferee thereof whether by operation of law or otherwise.

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

x Vincent A India

x Cecilia India

x Raymond India

STATE OF ILLINOIS )  
  ) SS.  
COUNTY OF DU PAGE )

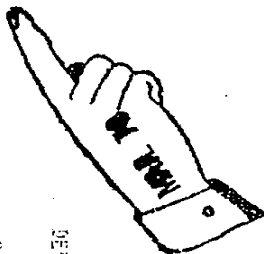
I, Joel G. Fina, a notary public, in and for the county and state aforesaid, do hereby certify that Vincent A. India, Raymond India and Cecilia India, personally known to me to be the same persons whose names are subscribed to the foregoing instrument appeared before me this day in person and acknowledged 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 the right of homestead.

GIVEN under my hand and Notarial Seal this 20 day of February, A.D., 1987.

Joel G. Fina

PREPARED BY AND RETURN TO:

LAW OFFICES OF BRUCE R. KELSEY  
200 High Street  
West Chicago, Illinois 60185  
(312) 231-1580



DEPT-91 RECORDING 112.30  
TRAIL FROM 1708 03/11/87 10:15:09  
#3534 # 24 \*-87-152647  
COOK COUNTY RECORDER

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IT IS HEREBY ORDERED that the foregoing shall have the effect of providing the individual in whose or in favor of any time from the date hereof.

THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION AND MAINTENANCE OF ALL UTILITIES AND STRUCTURES IN THE PROJECT AREA. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION AND MAINTENANCE OF ALL UTILITIES AND STRUCTURES IN THE PROJECT AREA. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION AND MAINTENANCE OF ALL UTILITIES AND STRUCTURES IN THE PROJECT AREA.

WITNESSETH the hand and seal of the Mayor, the City and Year

*[Signature]*  
\_\_\_\_\_

Property of Cook County Clerk's Office

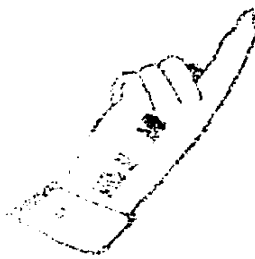
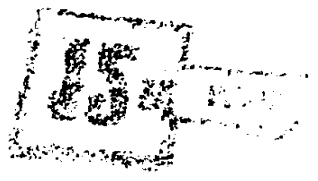
STATE OF ILLINOIS  
COUNTY OF DU PAGE

I, \_\_\_\_\_, of the County of DuPage, State of Illinois, do hereby certify that \_\_\_\_\_ is the true and correct owner of the property described in the foregoing instrument and that the same is subject to the lien of the said instrument as shown by the records of the County of DuPage, State of Illinois.

GIVEN under my hand and seal of the County of DuPage, State of Illinois, this \_\_\_\_\_ day of \_\_\_\_\_, A.D. 19\_\_\_\_.

*[Signature]*  
\_\_\_\_\_

PREPARED BY AND RETURN TO:  
LAW OFFICES OF BRUCE A. KENNER  
200 High Street  
West Chicago, Illinois 60185  
(708) 231-1111



9/17/00