

UNOFFICIAL COPY

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MORTGAGE

MORTGAGE made this 23rd day of March, 1987, between
NORA CAPONERA, a widow not since remarried
of 515 W. 40th Place, Chicago, Illinois 60609 d/b/a FINANCIAL SERVICES
hereinafter (whether one or more in number) called mortgagor, and AMINA FINANCE COMPANY, a Delaware Corporation, qualified to do
business in Illinois, having its Executive Offices at Minneapolis, Minnesota, hereinafter called mortgagee:

WITNESSETH, That mortgagor, in consideration of a loan from mortgagee evidenced by a Note bearing even date herewith in the
amount of \$ 34800.00, including interest calculated at an annual percentage rate of % and pursuant to which the final
maturity due date is March 27, 1997, does by these presents mortgage and warrant unto mortgagee, forever,
the following described real estate located in Cook County, State of Illinois, hereby releasing and waiving
all rights under and by virtue of the homestead exemption laws of Illinois, to wit: as described in the Note executed on this date

Lot 61 in Hambleton and Al Subdivision of Lots 3 to 10 in Block 3
in Taylor and Kreigh's Subdivision of East $\frac{1}{4}$ of North West $\frac{1}{4}$ of
Section 4, Township 38 North, Range 14, East of the Third Princip-
al Meridian, in Cook County, Illinois.

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Together with all buildings and improvements now or hereafter erected thereon and the rents, issues and profits thereof, and all screens,
awnings, shades, storms, sash and blinds, and all heating, lighting, plumbing, gas, electric, ventilating, refrigerating and air-conditioning
equipment used in connection therewith, all of which, for the purpose of this mortgage, shall be deemed fixtures and subject to the lien
hereof, and the hereditaments and appurtenances pertaining to the property above described, all of which is referred to hereinafter as the
"premises" or the "mortgaged premises."

TO HAVE AND TO HOLD the premises unto mortgagee, its successors and assigns, forever, for the purposes, and upon the conditions
and uses herein set forth.

The mortgagor hereby covenants that the mortgagor is seized of a good title to the mortgaged premises in fee simple, free and clear
of all liens and incumbrances, except as follows:

A mortgage made by Nora Caponera to Summit First Federal Savings
and Loan Association, to secure a note in the amount of seventeen-
thousand five-hundred and no/100 (\$17,500.00) dollars, which mort-
gage was recorded June 26, 1985, as Document Number 85077087.

and the mortgagor will forever warrant and defend the same to the mortgagee against all claims whatsoever.

PROVIDED ALWAYS, and these presents are upon this express condition, that if the mortgagor shall pay or cause to be paid to the
mortgagee the indebtedness as expressed in the above described Note secured hereby according to the terms thereof and all renewals and
extensions thereof, and all other present and future indebtedness of mortgagor to mortgagee (except subsequent consumer credit sales and
direct loans made pursuant to the Illinois Consumer Finance Act), all of such indebtedness being herein collectively referred to as the
"indebtedness hereby secured," and shall make all other payments and perform all other terms, conditions, covenants, warranties and
promises herein contained, then these presents shall cease and be void.

The mortgagor covenants with the mortgagee that the interests of the mortgagor and of the mortgagee in the premises shall be
assessed for taxation and taxed together, without separate valuation, and to pay before they become delinquent all taxes and assessments
now or hereafter assessed or levied against this mortgage or the indebtedness hereby secured and on the premises described in this mort-
gage, including every mortgage interest which this mortgage may have or be deemed to have in such premises by reason of this mortgage,
and to deliver to the mortgagee or the mortgagee's representative on demand receipts showing the due payment thereof, hereby waiving
and releasing all rights of offset or deduction against the indebtedness secured by this mortgage because of the payment of such taxes
or assessments.

The mortgagor further covenants with the mortgagee to keep the mortgaged premises insured for fire and extended coverage for the
full insurable value thereof, to pay the premiums thereon when due and to comply with coinsurance provisions, if any, in insurance com-
panies approved by the mortgagee, with loss payable to the mortgagee as its interest may appear. All policies covering the mortgaged
premises shall be deposited with and held by the mortgagee. Loss proceeds, less expenses of collection, shall, at the mortgagee's option,
be applied on the indebtedness hereby secured, whether due or not, or to the restoration of the mortgaged premises.

The mortgagor further covenants with the mortgagee: (1) to pay the indebtedness hereby secured; (2) to keep the mortgaged premises
in good tenable condition and repair; (3) to keep the mortgaged premises free from liens superior to the lien of this mortgage; (4) not
to commit waste nor suffer waste to be committed on the mortgaged premises; and (5) not to do any act which shall impair the value
of the mortgaged premises.

In case any such taxes or assessments remain unpaid after they become delinquent, or in case of failure to keep the mortgaged premises
so insured, the approved policies deposited, or the insurance premiums paid, or to keep the same in good condition and repair, free from
liens and waste, the mortgagee may on its part cure such defaults and all sums advanced for that purpose shall immediately be repaid to
the mortgagee and shall, unless so repaid, be added to and deemed part of the indebtedness secured hereby, bear interest at the rate of 8%
per annum and form a lien upon the real estate described herein.

Upon breach or non-performance of any of the terms, conditions, covenants, warranties, or promises by the mortgagor contained
herein, in said Note or any other evidence of an indebtedness secured hereby, said Note and all indebtedness hereby secured shall, at the
option of the mortgagee and without further notice or demand, become immediately due and payable.

Mortgagor hereby waives all rights to the possession of and income from the mortgaged premises for the period following commence-
ment of any action to foreclose this mortgage through expiration of any redemption period. Mortgagor further agrees that upon commence-
ment of an action to foreclose this mortgage, the court may appoint a receiver of the mortgaged premises, including homestead interest,
and may empower the receiver to preserve and maintain the mortgaged premises and to collect the rents, issues and profits of said premises
during the pendency of said action and until expiration of any redemption period, and may order such rents, issues and profits when so col-
lected, to be applied first to the receiver's expenses, including expenses incurred for necessary repairs, for the payment of insurance
premiums, taxes and assessments, and for commissions due the receiver, with the balance thereof being paid to the person entitled to a deed
under the certificate of sale, or in reduction of the redemption money if said premises be redeemed as prescribed by law.

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Mortgagor agrees to pay all expenses and disbursements... hereof including, without limitation, reasonable attorney's fees...

If mortgagor is an Illinois corporation or a foreign corporation licensed to do business in the State of Illinois, mortgagor hereby waives any and all rights of redemption...

All terms, conditions, covenants, warranties and promises herein shall be binding upon the heirs, legal representatives, successors, and assigns of the mortgagor...

The mortgagee shall be subrogated to the lien of any and all prior incumbrances, liens or charges paid and discharged from the proceeds of the indebtedness hereby secured...

Any award of damages under condemnation for injury to, or taking of, any part or all of said mortgaged premises is hereby assigned to mortgagee with authority to apply or release the moneys received...

IN WITNESS WHEREOF, this mortgage has been executed and delivered this 23 day of March, 1987.

Signed and sealed in the presence of:

MORTGAGOR(S):

Nora Caponera (Seal)

NORA CAPONERA (type name)

(Seal)

(type name)

(Seal)

(type name)

DEPT. OF REVENUE (Seal)

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1033 + 6 * 87 157951 (type name)

COOK COUNTY RECORDER

INDIVIDUAL ACKNOWLEDGEMENT

STATE OF ILLINOIS)) ss. County of Cook)

Personally came before me this 23 day of March, 1987, the above named Nora Caponera to me known to be the person(s) who executed the foregoing instrument and acknowledged the same as his (her or their) free and voluntary act...

Notary Public, County, Illinois My Commission expires

CORPORATE ACKNOWLEDGEMENT

STATE OF ILLINOIS)) ss. County of)

Personally came before me this day of 19, 1987, Secretary, of the above named corporation, to be known to be such persons and officers who executed the foregoing instrument and acknowledged that they executed the same as such officers as the free and voluntary deed of such corporation...

OFFICIAL SEAL CHRISTOPHER G. MATUSZAK Notary Public, State of Illinois My Commission Expires 11/15/88

Notary Public, COOK County, Illinois My Commission expires 11-15-88

THIS INSTRUMENT WAS DRAFTED BY KENNETH J. NANNINI, ATTORNEY, 1815 S. Wolf Road, Suite D, Hillside, Illinois 60162

Form with vertical lines for recording details: No., Mortgage, State of, County, This instrument was filed for record in the Recorder's office of County aforesaid, on the day of A.D. 19 at o'clock M., and recorded in Book of on page Recorder.

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