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STATE OF ILLINOIS

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF COOK

That COMMONWEALTH MORTGAGE CORPORATION OF AMERICA

87181558

Executed this the 12 dry of March A.D. 1987

COMMONWEALTH MORTGAGE CORPORATION OF AMERICA

DEPT-01 RECORDING

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CODK COUNTY RECORDER

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MARCHETA CARTER

COMMONWEALTH MORTGAGE CORPORATION OF AMERICA CORPORATE SEAL

STATE OF TEXAS

COUNTY OF HARRIS

BEFORE ME the undersigned authority, on this day personally appeared MARCHETA CARTER and ELIZABETH ASS Vice President and Assistant Secretary, respectively, or COMMONWEALTH MORTGAGE CORPORATION OF AMERICA and ELIZABETH ASSAAD,

known to me to be the persons whose names are subscribed to the foregoing instrument and acknowledged to me that they executed the same pursuant to a duly authorized resolution by the Board of Directors of said corporation as the voluntary act and deed of said corporation, for the purposes and consideration therein expenses and in the capacity therein stated, and caused the corporate rull of said corporation to be attached

GIVEN under my hand and seal of office this the 12 day of March A.D. 13P/

AUDRY C. BALDWIN
MY COMMISSION EXPIRES 12/00/87
HOUSTON, HARRIS COUNTY, TE.V.S

Assignee's Address:

2223 WEST LOOP SOUTH SUITE #800 HOUSTON, TEXAS 77027

COMMONWEALTH MORTGAGE COMPANY OF AMERICA L. P. P.O. BOX 4589 HOUSTON, TEXAS 77210

Prepared by:
EIKENBURG & STILES
Attorneys at Law
TAGO First City Nati. Bank Building

FOR RECORDER'S USE ONL

MAIL

\$12,25.

UNOFFICIAL COPY

Property of Coot County Clerk Dogice

MAIL

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MORTGAGE

710952

This form is used in connection with mortgages insured under the one to four tamily provisions of the National

87181558

THIS INDENTURE, Made this

. 19 8 Between

RAYMOND D. MONROE AND ELAINE M. MONROE, his wife -----JERSEY MORTGAGE COMPANY----- , Mortgagor, and

a corporation organized and existing under the laws of the state of NEW JERSEY

WITNESSETH: That whereas the Mortgagor is justly indebted to the Mortgagee, as is evidenced by a certain promissory note bearing even date herewith, in the principal sum of THIRTY FIVE THOUSAND EIGHT

payable with interest at the rate of TWELVE %) per annum on the unpaid balper centum (12.0 ance until p. id, and made payable to the order of the Mortgagee at its office in ELIZABETH or at such other place as the holder may designate in writing, and deliver-NEW JERSEY ed; the said principal and interest being payable in monthly installments of THREE HUNDRED SIXTY

NOW, THEREFORE, he said Mortgagor, for the better securing of the payment of the said principal sum of money and interest and the performance of the covenants and agreements herein contained, does by these presents MORTGAGE and WARPANT unto the Mortgagee, its successors or assigns, the following described Real Estate situate, lying, and being in the county of COOK Illinois, to wit:

LOTS 3 AND 4 IN CHARLIS MORGAN'S RESUBDIVISION OF BLOCK 4 IN CHARLES MORGAN'S ADDITION TO BLUE ISLAND BEING A SUBDIVISION OF THE EAST 5 ACRES OF 127 SOUTH 20 ACRES OF LOT 12, AND THE WEST 213.59 FEET OF LOT 4 IN ASSESSOR'S DIVISION OF THE WEST 1/2 OF THE NORTHEAST 1/4 ANI THE NORTH 1/2 OF THE NORTHWEST 1/4 OF SECTION 36, TOWNSHIP 27 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, ALSO THE EAST 5 ACRES OF LOT 1 IN GERMANICUS COOLEY'S SUBDIVISION OF THE SOUTH 1/2 OF THE NORTH-WEST 1/4 AND PART OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 36, TOWNSHIP 37 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, CLINOIS.*****

This document prepared by Phyllis Colwell, Jersey Mort. Co., 5005 Newport Dr. Rolling Meader With It and Singular the tenements, hereditaments en' apputtenances thereunto belonging, and the rents, issues, and profits thereof; and all apparatus and fixtures of every kind for the purpose of supplying or distributing heat, light, water, or power, and all plumbing and other fix ures in, or that may be placed in, any building now or hereafter standing on said land, and also all the estate, right title, and interest of the said Mortgagor in and to said premises.

TO HAVE AND TO HOLD the above-described premises, with the appurtenances and fixtures, unto the said Mortgagee, its successors and assigns, forever, for the purposes and uses herein set forth, free from all rights and benefits under and by virtue of the Homestead Exemption Laws of the State of the purpose, which said rights and benefits the said Mortgagor does hereby expressly release and waive.

AND SAID MORTGAGOR covenants and agrees:

To keep said premises in good repair, and not to do, or permit to be done, upon said premises, anything that may impair the value thereof, or of the security intended to be effected by virtue of this instrument; not to suffer any lien of mechanics men or material men to attach to said premises; to pay to the Mortgagee, as hereinafter provided, until said note is fully paid, (1) a sum sufficient to pay all taxes und assessments on said premises, or any tax or assessment that may be levied by authority of the State of Illinois, or of the county, town. village, or city in which the said land is situate, upon the Mortgagor on account of the ownership thereof; (2) a sum sufficient to keep all buildings that may at any time be on said premises, during the continuance of said indebtedness, insured for the benefit of the Mortgagee in such forms of insurance, and in such amounts, as may be required by the Mortgagee.

In case of the refusal or neglect of the Mortgagor to make such payments, or to satisfy any prior lien or incumbrance other than that for taxes or assessments on said premises, or to keep said premises in good repair, the the Mortgagee may pay such taxes, assessments, and insurance premiums, when due, and may make such repairs to the property herein mortgaged as in its discretion it may deem necessary for the proper preservation thereof, and any moneys so paid or expended shall become so much additional indebtedness, secured by this mortgage, to be paid out of proceeds of the sale of the mortgaged premises, if not otherwise paid by the Mortgagor.

It is expressly provided, however (all other provisions of this mortgage to the contrary notwithstanding), that the Mortgagee shall not be required nor shall it have the right to pay, discharge, or remove any tax, assessment, or tax lien upon or against the premises described herein or any part thereof or the improvements situated thereon, so long as the Mortgagor shall, in good faith, contest the same or the validity thereof by appropriate legal proceedings brought in a court of competent jurisdiction, which shall operate to prevent the collection of the tax, assessment, or lien so contested and the sale or forfeiture of the said premises or any part thereof to satisfy the same.

