

UNOFFICIAL COPY

ILLINOIS

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

Clove Benson

CLOVE BENSON

State of Illinois (County of Cook) I, the undersigned a Notary Public in and for said County

In the State aforesaid, DO HEREBY CERTIFY that personally known to me to be the same person whose name is subscribed to the foregoing instrument appeared before me this day in person and acknowledged that he signed, sealed and delivered the said instrument as

of the right of homestead here and voluntary act for the uses and purposes therein set forth including the release and waiver

Given under my hand and official seal this 11th day of March 1987

Witness the hand and seal of Notary on the day and year first above written. The name of a record owner in the mortgage consists of two pages. The covenants 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.

which with the property hereinafter described is referred to herein as the "premises" and appurtenances thereto belonging, and all rents, issues and profits thereon and all other rights and interests therein as mortgagors may be entitled thereto (which are pledged primarily and a party with said real estate and not secondarily) and all apparatus, equipment or articles now or hereafter therein or thereon used to supply heat, gas, air conditioning, water, sewer, storm doors and windows, floor coverings, radiator hoods, wiring, including water heaters, including (without limiting the foregoing) screens, window shades, power windows, and other fixtures and appliances. 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.

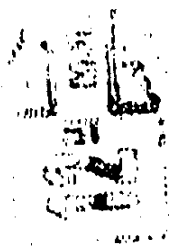
AND WARRANT unto the Mortgagee and the Mortgagee's successors and assigns, the following described Real Estate and all of their estate right, title and interest therein, situate, lying and being in the City of Chicago AND STATE OF ILLINOIS to wit: Lot 45 (except the North 15 feet thereof) and the North 20 feet of Lot 44, in Block 6 in B.P. Taylor's subdivision in the East half of the West half of the Northeast quarter of Section 30, Township 38 North, Range 14, East of the Third Principal Meridian.

THIS INSTRUMENT, made March 11 19 87 between Clove Benson 7311 S. Morgan, Chicago, Illinois (NO AND STREET) (CITY) (STATE) U.S. Satellite Systems, Inc 15 E Palatine RD Suite 111 Prospect Hts., IL (NO AND STREET) (CITY) (STATE) 19 87 and a final installment of \$ 141,13 payable on March 20 19 87 and all of said indebtedness is made payable at such place as the holder of the note at the office of the holder of the contract may, from time to time, in writing appoint, and in the absence of such appointment, at the office of the holder of the note at 15 E Palatine RD Prospect Hts., IL 60070

U.S. Satellite Systems, Inc 15 E Palatine RD Suite 111 Prospect Hts., IL 60070

87216100

87216100



87216100
A-40 RD
30-30-218-051

87216100
15111 IRAM 1785 04/05/87 13 17 00
HARRIS, H. A. N. 477 - 22 E 21st St
COOK COUNTY RECORDER
Above Space For Recorder's Use Only

87216460

REVISED

NAME
STREET
CITY

5012 11
1500
1500

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

1. Mortgagee shall promptly repair, restore or rebuild any building or improvements now or hereafter on the premises which may become damaged or be destroyed (a) keep said premises in good condition and repair, without waste, and free from mechanic's or other liens or claims for lien not expressly subordinated to the lien hereof; (b) pay when due any indebtedness which may be secured 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 to holder of the contract; (c) complete within a reasonable time any building or building now or at any time in process of erection upon said premises; (d) comply with all requirements of law or municipal ordinances with respect to the premises and the use thereof; (e) make no material alterations in said premises except as required by law or municipal ordinance.

2. Mortgagee shall pay before any penalty attaches all 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 to Mortgagee or to holder of the contract duplicate receipts therefor. To prevent default hereunder Mortgagee shall pay in full under protest, in the manner provided by statute, any tax or assessment which Mortgagee may desire to contest.

3. Mortgagee shall keep all buildings and improvements now and hereafter situated on said premises insured against loss or damage by fire, lightning and windstorm under policies providing for payment by the insurance companies of money sufficient either to pay the cost of replacing or repairing the same or to pay in full the indebtedness secured hereby, all in compliance satisfactory to the holder of the contract, under insurance policies payable in case of loss or damage to Mortgagee, such rights to be evidenced by the standard mortgage charge clause to be attached to each policy and shall deliver all policies including additional and renewal policies to holder of the contract and in case of insurance to be attached to each policy deliver renewal policies not less than ten days prior to the respective dates of expiration.

4. In case of default thereon, Mortgagee or the holder of the contract may, but need not, make any payment or perform any act herebefore required of Mortgagee in any form and manner deemed expedient, and may, but need not, make full or partial payment of principal or interest, or pay or encumber any property, if any and purchase, discharge, compromise or settle any tax lien or other prior lien or claim thereon, or reduce from any sale or forfeiture affecting said premises or contract any tax or assessment. All moneys paid for any of these purposes herein authorized and all expenses paid or incurred in connection therewith, including attorney's fees and any other moneys advanced by Mortgagee or the holder of the contract to protect the mortgaged premises and the lien hereof, shall be so much additional indebtedness secured hereby and shall become immediately due and payable without notice. Inaction of Mortgagee or holder of the contract shall never be considered as a waiver of any right according to them on account of any default hereunder on the part of the Mortgagee.

5. The Mortgagee or the holder of the contract hereby secured making any payment hereby authorized relating to taxes and assessments, may do so according to any bill, statement, or estimate prepared from the appropriate public office without inquiry into the accuracy of such bill, statement or estimate or into the validity of any tax assessment, sale, forfeiture, tax lien or title or claim thereon.

6. Mortgagee shall pay each item of indebtedness herein mentioned when due according to the terms hereof, notwithstanding anything in the contract or in the Mortgagee to the contrary, become due, and payable (a) immediately in the case of default in making any installment on the contract, or (b) when default shall occur and continue for three days in the performance of any other agreement of the Mortgagee herein contained.

7. When the indebtedness hereby secured shall become due whether by acceleration or otherwise, Mortgagee shall have the right to foreclose the lien hereof in any suit to foreclose the indebtedness and include as additional indebtedness in the decree for sale all expenditures and expenses which may be paid or incurred by or on behalf of Mortgagee or holder of the contract for attorneys' fees, appraisers' fees, outlays for documents and expert evidence, etc. together with the cost of advertising, publication of notices and other expenses and similar data and assurances with respect to the sale of the premises, and shall be deemed to be a part of the indebtedness secured hereby and shall be evidence to binders of any sale which may be had pursuant to the contract and shall be deemed to be a part of the indebtedness secured hereby and shall be evidence of the nature of the indebtedness secured hereby and shall be a part of the contract in connection with any proceeding, including probate and bankruptcy proceedings, when paid or incurred by Mortgagee or holder of the contract in connection with any proceeding, including probate and bankruptcy proceedings, to which either of them shall be a party, either as plaintiff, claimant or defendant, by reason of this Mortgagee or any indebtedness hereby secured, or (c) preparations for the commencement of any suit for foreclosure hereof after accrual of such right to foreclose (whether or not actually commenced or (d) preparations for the defense of any threatened suit or proceeding which might affect the premises or the security hereof whether or not actually commenced).

8. The proceeds of any foreclosure sale of the premises shall be distributed and applied in the following order of priority: First, on account of all costs and expenses incident to the foreclosure proceedings, including all such items as are mentioned in the preceding paragraph hereof, second, all items remaining unpaid on the contract, fourth, any overplus to Mortgagee, fifth, legal representatives or assigns in their rights may appear, if any, remaining unpaid on the contract, fourth, any overplus to Mortgagee, fifth, legal representatives or assigns in their rights may appear.

9. Upon or at any time after the filing of a bill to foreclose this mortgage the court in which such bill is filed may appoint a receiver of said premises. Such appointment may be made either before or after sale without notice, without regard to the lien value of the premises or whether the same shall be then occupied as a homestead or not and the Mortgagee hereunder may be appointed as such receiver. Such receiver shall have power to collect the rents, issues and profits of said premises during the pendency of such foreclosure suit and, in case of a sale and a deficiency during the full statutory period of redemption, whether there be redemption or not, as well as during any further times when Mortgagee, except for the interest in such cases for the protection, possession, control, management and operation of the premises during the whole of said period. The Court from time to time may authorize the receiver to apply the net income in his hands in payment in whole or in part of (1) The indebtedness secured hereby, or by any decree foreclosing this Mortgagee or any tax, special assessment or other lien which may be or become a lien upon the premises or to the lien hereof or of such decree, provided such application is made prior to foreclosure sale; (2) the deficiency, in case of a sale and deficiency.

10. No action for the enforcement of the lien or any provision hereof shall be subject to any defense which would not be good and available to the party interposing same in an action at law upon the contract hereby secured.

11. Mortgagee or the holder of the contract shall have the right to inspect the premises at all reasonable times and access thereto shall be permitted for that purpose.

12. Mortgagee shall sell, assign or transfer any right, title or interest in said premises, or any portion thereof, will not, the written consent of the holder of the contract secured hereby, holder shall have the right, at holder's option, to declare all unpaid indebtedness secured by this mortgage to be immediately due and payable, anything in said contract or this mortgage to the contrary notwithstanding.

ASSIGNMENT

FOR VALUABLE CONSIDERATION, Mortgagee hereby assigns and transfers the within mortgage to

Mortgagee

by

FOR RECORDERS INDEX PURPOSES
REGISTER PROJECT NUMBER OF ASSIGNOR
DESCRIBED PROPERTY HEREIN

This instrument was prepared by

Address

Address

OR

INSTRUMENT NUMBER