## UNOFFICIAL COPY2

### MORTGAGE

-88-424659

	This Mortgage made this_	13th day of	September	19 BB between	Paul F. Hunter, married
to	Joycelyn Hunter	(herein the "Mortgago	or") and Americ	an Mortgage & Real	Estate Services,
	Inc. &/or its a	XXXXXX sangine	<b>reproducts</b> and its suc	cessors and assigns (hereinal	ter the "Mortgagee")
$\iota$			RECITA		
V 0	WHEREAS, Mortgagor is in	Endebled to Mortgagee in	ighty-Nine The	ousand Eight Hundr	ed Sixty-One & 40/100's
EQUITY HILLE COMPANY & C /C/	Note ) and payable in accordance of the land payable in accordance of the secure the performance of the renewal extension or change in any manner the validity or prior of the following real estate situates and the secure the performance of the secure the performance of the performance of the following real estate situates and the following real estates and the following real estates and the following real	Dollars including interince with the terms and part in consideration of the payment thereof and of the payment thereof and one soud victor of any Note willy or tais Mortgage do the South 22 se Resubdivision the South East 38 North, Ranguated Streets 15391417 in Cook	est thereon as evidence conditions stated there e aforesaid sum and oil all other sums required fittions herein or in the N given in substitution the shereby grant. converge the country of the subditional fitting of the subditional fitti	ed by a Promissory Note of experiment good and valuable consider by the terms of said Note or of the oreof; which renewal, extensionly, warrant, self and assign to vision of the subothe North 1/4 there the Third Princip Plat Recorded 1143 1743 1743 1743 1743 1743 1743 1743	ation, the receipt and sufficiency of which is his Mortgage to be paid by Mortgagor and to prompt payment of any sums due under any n. change, or substitution shall not impair in Mortgagee, its successors and assigns all of the lock of Section of the lock of Section of Meridian, past 13, 1915 \$13.00 \$707 \$ C \$83.424859 COUK COUNTY RECORDER

Together with all improvements, tenements, hereditaments, easements, and appurtenances thereunto belonging or pertaining, and all equipment and fixtures now or hereafter situated thereon or used in connection therewith, whether or not physically attached thereto.

To have and to hold the premises unto Mortgagee, its successors and assigns, forever, for the purposes and uses herein set forth, free from altrights and benefits under the Homestead Exemption Laws of the State of Illinois, which said rights and benefits Mortgagor does hereby expressly release and waive

## UNOFFICIAL

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C/O/H/S O/F/CO

Dated,

REGISTRY OF DEEDS

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County Received

-- 0'(duck --\_minutes\_\_

\_ Page\_\_

Recorded in Vol.

Attest:

Register of Deeds

From the Office of

Return to:

Indianapolie a BN 246868

BOX 419-beth

-88-424859

## UNOFFICIAL COPY

#### COVENANTS

#### Mortgagor covenants and agrees:

- 1. To pay, when due, all sums secured hereby.
- 2. To keep the premises in good condition and repair and not to commit or permit waste thereon;
- 3 To keep the buildings now and hereafter standing on the Mortgaged premises and all insurable parts of said real estate insured against loss or damage by fire or other hazards as the Mortgagee may from time to time require, all such insurance to be in forms and companies and in sums satisfactory to Mortgagee. A copy of all insurance policies shall be held by and be payable to Mortgagee as its interest may appear. At least titleen (15) days before the expiration of each such policy. Mortgagor shall deliver to Mortgagee a copy of a policy to take place of the ones so expiring.
- 4. To pay, ten (10) days before the same shall become delinquent or a penalty attaches thereto for non-payment, all taxes, assessments and charges of every nature which may be levied, assessed, or charged or imposed on the premises, or any part thereof, and to pay when due any indebtedness which may be secured by a lien or charge on the premises, and, upon request by Mortgagee, to exhibit to Mortgagee satisfactory evidence of the payment and discharge of such lien or claim.
- To comply promptly with all ordinances, regulations, laws, conditions and restrictions which affect the mortgaged property, or its use, and not permit it to be used for any unlawful purposes.
- 6. To execute, acknowledge and deliver any and all instruments upon demand of Mortgagee, as Mortgagee may deem appropriate to perfect, further evidency protect or facilitate the enforcement of the lien of this Mortgage.
- 7. Mortgagor hereby essigns and transfers to Mortgagee all rents and profits due or to become due and all deposits of money as advanced rent, or for security, under all present and future leases or agreements for use or occupancy of the Mortgaged premises, including those made by Mortgagee under powers havein granted, hereby absolutely transferring and assigning all such leases and agreements and all avails thereunder to Mortgagee.
- 8. Mortgagor hereby assigns and transfers unto Mortgagee, up to the amount of the indebtedness secured hereby, all awards of damages in connection with any taking or injury of the mortgaged property under power of emminent domain or acquisition for public use or quasi-public use, and the proceeds of all awards after the payment of all expenses, including Mortgagee's attorney's lees, shall be paid to Mortgagee and Mortgagee is hereby authorized, on botalf and in the name of Mortgagor, to execute and deliver valid acquittances and to appeal from any such award.
- In the event of loss or damage to the mostocota property, the proceeds of any insurance shall be paid to the Mortgagee. All monies received in respect of the mortgaged property by Mortgagee (a) under any policy of insurance. (b) from awards or damages in connection with any taking or injury of the mortgaged property for public ure. (c) from rents and income, may at Mortgagee's option, without notice, be used (i) flowards the payment of the indebtedness secured hereby or any portion thereof whether or not yet due and payable; (ii) towards reimbursement of all costs, attorneys fees and expenses of Mortgagee in cultificiting the proceeds of the insurance policies or the awards connected with the taking or injury of the mortgaged property. Any such monies seeined by Mortgagee not used as aforesaid will be paid over to Mortgagor.
- In the event of a default by Mortgagor in the performance of any agreement of Mortgagor hereunder or under any other instrument given as security in connection with this transaction of in any paymer i provided for herein or in the Note, or if there is a default in any prior mortgage affecting the premises for a period of thirty (30) days, or if there is an advance to Mortgagor mortgagor without the written consent of Mortgagoe, or if Mortgagor shall occome bankrupt or insolvent, or file a petition in bankruptcy or a voluntary petition to reorganize or to effect a plan or other arrangements with or arrivers or make an assignment for the benefit of creditors or have a receiver appointed or should the mortgaged premises or any part thereof be a tacked, levied upon or seized, or if any of the representations, warranties or statements of Mortgagor herein contained be incorrect or if the Mortgagor shall abandon the mortgaged property, or sell or attempt to sell all or any part of the same, then and in any of such events, at Mortgagor's opening the without notice or demand and this mortgage may be foreclosed accurringly. If Mortgagor should abandon the mortgaged property.

  Mortgagor may take immediate possession thereof with or without foreclosur.
- In the event of default in performance of any of Mortgagor's covenants or agreements herein contained. Mortgagee may, but need not, make any payment or perform any act hereinbefore required of Mortgagor, in any form and manner deemed expedient and may, but need not, make full or partial payments of principal or interest on prior encumbrances, if any, and purchase hisritarge, compromise or settle any tax lien or any other hen encumbrance suit, title or claim thereof or redeem from any tax sale or for/erture affecting the premises or contest any tax assessment. All momes paid for any of the purposes herein authorized and all expenses prior incurred in connection therewith, including reasonable attorney's lees, in and any other monies advanced by Mortgagee to protect the pramises and the lien hereof shall be so much additional indebtedness secured hereby and shall become immediately due and payable without neine and with interest thereon as provided in the Note secured hereby.
- In the event of any foreclosure of this Mortgage, the Mortgagor shall pay all costs and afforney's fees which may be incurred by Mortgagee therein or in connection with any proceeding to which Mortgagee may be a party by reason of this mortgage. Mortgager will pay Mortgagee, in addition to other costs, a reasonable fee for title evidence prior to and after the filing or foreclosure and the ore; arction of such foreclosure, together with all other and further expenses of foreclosure and sale, including expenses, fees and payments made to prevent or remove the imposition of liens or claims against the property and expenses of upkeeping and repair made in order to place the sale in a condition to be sold.
- 13 Every maker or other person liable upon the Note secured hereby shall remain primarily bound (jointly and severally if nore than one) until said Note is fully paid, notwithstanding any sale or transfer of the mortgaged property. This instrument shall inure to the proof of and bind the respective heirs, successors and assigns of the parties. Whenever used, the singular number shall include the plural and the vitral, the singular, and the use of any gender shall be applicable to all genders. The word Mortgagor shall include all persons claiming under or through Mortgagor and all persons liable for the payment of the indebtedness or any part thereof, whether or not such person shall have executed the Note or this mortgage.
- No remedy or right of Mortgagee shall be exclusive, but shall be in addition to every other right or remedy herein conferred or now or hereafter existing by law. Each and every right, power and remedy may be exercised or enforced currently. No delay in any exercise of any Mortgagee's rights hereunder shall preclude the subsequent exercise thereof so long as Mortgagors are in default hereunder and no waiver by Mortgagee of any default of Mortgagor shall operate as a waiver of subsequent defaults. Time is of the essence of this Mortgage.
- 15 Any notice required or permitted by the provisions of this mortgage, or by law, shall be sufficiently given is sent by certified mail, first class postage prepaid to the address of the respective parties set forth below.

16. Upon full payment of all sums secured hereby. Mortgagee shall execute and deliver to Mortgagor a release of this mortgage. IN WITNESS WHEREOF, the Mortgagor, and each of them, has hereunto set his hand and seal the day and year first above written.

I, Joycelyn Hunter, am signing this	Paul F. Hunter	(Seal)
mortgage to waive, disclaim and release all rights & benefits, if any		(Seal)
under or by virtue of the Homestead	Joycelyn Hunter	<del></del>
exemptions raw of the scare of ittimor	5	
and the Illinois Marriage & Disolution		
of Marriage Act and to subordinate all	equitable interests in the property,	if any,
to the line of this mortgage	1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	

Quel 7. Hunter

-88-424859

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