

REAL ESTATE MORTGAGE

UNOFFICIAL COPY

85-4335-11

MORTGAGOR

MORTGAGEE

(Names and Addresses)

Stanley Acovelli
his wife
Rosemary Acovelli



COMMERCIAL CREDIT LOANS, INC.
679 N. Cass Ave.
Westmont, Illinois 60559

OF Cook COUNTY, ILLINOIS

OF DuPage COUNTY, ILLINOIS

First Pmt. Due Date	Last Pmt. Due Date	Loan Number	Date of Loan (Note & Mortgage)	Number of Monthly Payments	Amt. of Each Pmt.	Amt. of Mortgage (Face Amt. of Loan)
9-12-88	8-12-90	11132-8	8-8-88	24	401.75	7534.50
Date Due Each M.	12					

THIS MORTGAGE ALSO SECURES FUTURE ADVANCES AS PROVIDED HEREIN

THIS INSTRUMENT WITNESSETH THAT the Mortgagor, above named, of the above named address in the County and State above indicated Mortgagee and Witness of the Mortgage named in print above, to secure the payment of one certain Promissory Note executed by the undersigned, bearing even date herewith, payable to the order of the Mortgagee named in print above, the following described real estate, to wit:

Lot 16 in Clock A in Klina's Subdivision of Lotsland 2 in Partition of the West 51.49 acres of the West 1/2 of the North East 1/4 and the East 41 Acres of the East 1/2 of the North West 1/4 of Section 30, Township 39 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois

A.E.A.: 2241 B Wesley Parkway, Downy, Illinois 60402
P.O. #: 16-39-202-014

DEPT-91 \$12.25
#1111 TRAN 4874 09/21/88 16:16:00
#6781 # 88-433541
COOK COUNTY RECORDER

EQUITY TITLE COMPANY

situated in the County above in the State indicated above, hereby releasing and waiving all rights under and by virtue of the Homestead Exemption Laws of the State of Illinois, and all right to retain possession of said premises after any default or breach of any of the covenants or agreements herein contained.

The Mortgagee(s) covenants and agrees as follows: (1) To pay said indebtedness, and the interest thereon, as herein and in said note provided, or according to any agreement extending time of payment, or in accord with the terms of any subsequently executed notes, which shall be a continuation of the initial transaction and evidence the refinancing or advancing of additional sums of money to Mortgagee(s); (2) to pay prior to the first day of June 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 thereby authorized to place such insurance in companies acceptable to the holder of the first mortgage indebtedness, if any, with loss clause attached payable first, to any prior Mortgagee, if any, and, second, to the Mortgagee above named as their interests may appear, which policies shall be left and remain with the said Mortgagee until the indebtedness is fully paid; and to pay all prior encumbrances, and the interest thereon, at the time or times when the same shall become due and payable.

In the event of failure to insure, or pay taxes or assessments, or the prior encumbrances 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 encumbrances and the interest thereon from time to time; and all money so paid, the Mortgagee(s) agrees to repay immediately without demand, and the same with interest thereon from the date of payment at seven 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 seven 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 Mortgagee(s) that all expenses and disbursements paid or incurred in behalf of the Mortgagor in connection with the foreclosure hereof, including reasonable attorney's fees, outlays for documentary evidence, signographer's charges, cost of printing or completing abstract showing the whole title of said premises embracing the foreclosure decree, shall be paid by the Mortgagee(s); and the like expenses and disbursements, occasioned by any suit or proceeding wherein the Mortgagee of any holder of any part of said indebtedness as such, may be a party, shall also be paid by the Mortgagee(s). All such expenses and disbursements shall be an additional lien upon said premises, shall be taxed as costs and included in any order that may rendered in such foreclosure proceedings; which proceedings, whether decree of sale shall have been entered or not, shall not be dismissed, nor release hereof given, until all such expense and disbursements, and costs of suit, including a licitor's fees have been paid. The Mortgagee(s) for said premises and for the heirs, executor, administrators and assigns of said Mortgagee(s) waives(s) all right to the possession of, and income from, said premises pending such foreclosure proceedings, and agrees that upon the filing of any bill to foreclose this mortgage, the court in which such bill is filed, may, at its discretion and without notice to the said Mortgagee(s), or to any party claiming under said Mortgagee(s), appoint a receiver to take possession or charge of said premises with power to collect the rents, issues and profits of the said premises.

Witness the hand of Stanley Acovelli and Rosemary Acovelli of the Mortgagee(s) this 6th day of August, 1988

Stanley Acovelli (SEAL) _____ (SEAL)
Rosemary Acovelli (SEAL) _____ (SEAL)

STATE OF Illinois

County of Will

I, Patricia M. Alvarado

Notary Public, do hereby certify that Stanley and Rosemary Acovelli

personally known to me to be same persons whose name is subscribed by the foregoing instrument,

appeared before me this day in person, and acknowledged that he signed, sealed and delivered the said instrument

for the purpose and voluntary act, for the use and purposes therein set forth, including the release and waiver of the right of

GIVEN under my hand and seal this 6th day of August, 1988

Patricia M. Alvarado
Notary Public

This instrument was prepared by Pat Montemayor 679 N. Cass Ave. Westmont, IL 60559

ORIGINAL - RECORDING

DUPLICATE - OFFICE

TRIPPLICATE - CUSTOMER'S

\$12.25

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Property of Cook County Clerk's Office

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Commercial Credit
679 N. Cass
Westmont, IL 60559

MAIL TO 